



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

**AGENDA**

**SPECIAL MEETING  
CLOSED SESSION**

**WEDNESDAY, JUNE 15, 2022  
5:30 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 Closed Session Meeting will be conducted in-person from the City Manager’s Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena. 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.

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

Public Participation may be made as follows:

- In Person Hybrid – City Hall, City Manager’s Conference Room, Second Floor, 1414 Mission St
- Via Zoom – Meeting ID: **226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:  
<https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemoTms0RTIVUT09> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

**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****CLOSED SESSION AGENDA ITEMS****A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION**

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

1. Case Name: *Castillo, Gilbert v. City of South Pasadena*
2. Parties: Plaintiff Gilbert Castillo; Defendants City of South Pasadena and John Papadakis
3. Case No.: 20STCV47309

**B. CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code Section 54957.6)

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

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

City Negotiators: City Manager Arminé Chaparyan; Human Resources and Risk Manager Belinda Varela

**C. PUBLIC EMPLOYMENT- PERFORMANCE EVALUATION**

(Government Code Section 54957(b)(1))

Title: City Manager

**CERTIFICATION OF POSTING**

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **June 15, 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.*

6/9/2022

Date

Christina A. Muñoz

Christina A. Muñoz, Deputy City Clerk



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

**A G E N D A  
REGULAR MEETING  
WEDNESDAY, JUNE 15, 2022, AT 7:00 P.M.**

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

**South Pasadena City Council Statement of Civility**

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

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

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

The Meeting will be available:

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

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

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

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

**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 one of the following options:**

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

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 3:

Email public comment(s) to [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov).

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

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

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.

**CLOSED SESSION ANNOUNCEMENTS****1. CLOSED SESSION ANNOUNCEMENTS****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 remaining in the queue, they will be heard at the end of the meeting. Only Speakers who sign up in the first 30 minutes of public comment will be queued up to speak.

**PRESENTATIONS****3. INTRODUCTION OF NEW STAFF**

Tiara Solorzano, Administrative Secretary, City Manager's Office  
Annette Avena, Management Analyst, Management Services

**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. **CITY MANAGER COMMUNICATIONS**

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 \$38,432.03; GENERAL CITY WARRANTS IN THE AMOUNT OF \$392,361.27; ONLINE PAYMENTS IN THE AMOUNT OF \$78,362.70; VOIDS IN THE AMOUNT OF (\$775.00); TRANSFERS IN THE AMOUNT OF \$131,676.74; PAYROLL IN THE AMOUNT OF \$862,570.73**

**Recommendation**

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

8. **APPROVAL OF RESOLUTIONS AND RELATED MATTERS FOR THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022, CONSOLIDATING WITH THE COUNTY OF LOS ANGELES FOR THE ELECTION OF CERTAIN OFFICERS**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

**Recommendation**

It is recommended that the City Council adopt the following resolutions related to the November 8, 2022, General Municipal Election:

1. Resolution calling and giving notice of the holding of a General Municipal Election, Tuesday, November 8, 2022, for the election of certain officers;

2. Resolution approving consolidation of election with the Board of Supervisors of the County of Los Angeles; and
  3. Resolution adopting regulations for candidates' statements.
9. **SECOND READING OF AN ORDINANCE FOR THE CREATION OF A COMMUNITY SERVICES COMMISSION, AND CHANGE TO THE MEETING FREQUENCY OF THE PUBLIC ARTS COMMISSION MEETINGS**

**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 2.44 THROUGH 2.46 OF ARTICLE IVC "PARKS AND RECREATION" OF CHAPTER 2, SECTION 2.24 AND 2.30 OF ARTICLE IV "BOARDS AND COMMISSIONS", ARTICLE IVE "ANIMAL COMMISSION", SECTION 2.79-11 OF ARTICLE IVL "PUBLIC ARTS COMMISSION", AND ARTICLE IVF "SENIOR CITIZEN COMMISSION", OF THE SOUTH PASADENA MUNICIPAL CODE TO REFLECT CITY COUNCIL'S DIRECTION IN CONSOLIDATING CITY'S YOUTH, PARKS AND RECREATION, AND SENIOR COMMISSIONS TO COMMUNITY SERVICES COMMISSION AND REDUCING FREQUENCY OF THE PUBLIC ARTS COMMISSIONS.

**Recommendation**

It is recommended that the City Council approve the consolidation of the Youth, Senior Citizen, and Parks and Recreation Commissions into a Community Services Commission, and approve a change to the frequency of meetings of the Public Arts Commission by adopting an ordinance amending Chapter 2 of the City Code.

10. **ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF JUNE 16, 2022 THROUGH JULY 15, 2022, PURSUANT TO BROWN ACT PROVISIONS

**Recommendation**

It is recommended that the City Council approve the attached authorizing remote teleconference meetings of the legislative bodies of the City.

11. **DISCRETIONARY FUNDS REQUEST FROM COUNCILMEMBER EVELYN ZNEIMER AND COUNCILMEMBER DIANA MAHMUD FOR VARIOUS ITEMS**

**Recommendation**

It is recommended that the City Council:

1. Approve a Discretionary Funds request to assist with the cost of flowers for the South Pasadena Tournament of Roses float for \$1,000 from Councilmember Zneimer;
2. Approve a Discretionary Funds request for the design and creation of a sign for the nature park relating to the Gabrielino-Tongva Indian Tribe and their relationship with the land in the amount of \$1,500 from Councilmember Mahmud; and
3. Approve a Discretionary Funds request for plants and the butterfly project at the nature park in the amount of \$1,500 from Councilmember Zneimer.

12. **APPROVAL OF AN AMENDMENT TO CONTRACT WITH AXON ENTERPRISE, INC. FOR AN AMOUNT NOT-TO-EXCEED \$36,766.72, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED OF \$159,290.41 TO COVER FINAL EXPENSES IN THE FINAL YEAR OF A FIVE-YEAR CONTRACT ENDING ON JUNE 30, 2022**

**Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager to amend the existing five-year contract with Axon Enterprises for an increase not to exceed \$36,766.72 to cover final expenses in the fifth year of the five-year contract ending on June 30, 2022; and
2. Appropriate \$36,766.72 from COPS Grant AB 3229 Reserves to account 272-4010-4018-8520-000 for machinery and equipment.

13. **RECEIVE AND FILE THE 2021 HOUSING ELEMENT ANNUAL PROGRESS REPORT**

**Recommendation**

It is recommended that the City Council receive and file the 2021 Annual Housing Element Progress Report.

14. **ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2022-2023 PROJECT LIST AND EXPENDITURE PLAN TO BE FUNDED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, IDENTIFYING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**Recommendation**

It is recommended that the City Council:

1. Adopt a resolution approving the Fiscal Year (FY) 2022-2023 project list and expenditure plan for the Senate Bill 1 Road Repair and Accountability Act of 2017 (SB1) to be funded through the State's Road Maintenance and Rehabilitation Account (RMRA); and
2. Authorize the City Manager and her designee, the Public Works Director, to sign the application and all related program documents.

15. **AUTHORIZE CONTRACT AMENDMENT FOR INTERIM EMERGENCY TREE SERVICES WITH WEST COAST ARBORISTS, INC. FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$30,000**

**Recommendation**

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim emergency on-call tree services with West Coast Arborists, Inc. (WCA), in an amount not to exceed \$30,000.

16. **AUTHORIZE CONTRACT AMENDMENT FOR INTERIM JANITORIAL SERVICES WITH BASE HILL, INC. DBA JAN POINT FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$40,000**

**Recommendation**

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim janitorial services with Base Hill, Inc. DBA Jan Point (Jan Point), in an amount not to exceed \$40,000.

17. **AUTHORIZE PAYMENT FOR TRAFFIC SIGNAL AND STREETLIGHT SERVICES WITH YUNEX, LLC FOR PAST AND PRESENT INVOICES; AND, AUTHORIZE AN INTERIM MAINTENANCE AGREEMENT WITH YUNEX, LLC FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$40,000.**

**Recommendation**

It is recommended that the City Council:

1. Authorize payment to Yunex, LLC (Yunex) for past and present invoices from January 2021 through June 30, 2022 in the amount of \$200,000; and
2. Authorize the City Manager to execute a contract for interim City traffic signal and street light repairs and maintenance with Yunex, in an amount not to exceed \$40,000.

18. **ADOPTION OF A RESOLUTION DETERMINING AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DETERMINING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE SECTION 7910

**Recommendation**

It is recommended that the City Council adopt a resolution revising the City of South Pasadena's (City) Fiscal Year (FY) 2022-23 Appropriations Limit.

19. **MONTHLY INVESTMENT REPORT FOR APRIL 2022**

**Recommendation**

It is recommended that the City Council receive and file the Monthly Investment Report for April 2022.

20. **APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PRO FORMA ADVISOR, LLC FOR RESTAURANT CONSULTANT SERVICES**

**Recommendation**

It is recommended that the City Council approve the first amendment to the professional services agreement with Pro Forma Advisors, LLC (Pro Forma) for Restaurant Consultant Services extending the term of the agreement until the completion of the project or December 31, 2022.

21. **AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT TO EXTEND THE CONTRACT TERMS FOR CODE ENFORCEMENT SERVICES**

**Recommendation**

It is recommended that the City Council authorize the City Manager to execute a contract Amendment to the Willdan Engineering, Inc. Professional Services Agreement (PSA) for code enforcement services to extend the contract term.



22. **APPROVAL OF RESOLUTIONS: ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH PASADENA (CITY) AND THE POLICE OFFICERS' ASSOCIATION, SUPERSEDING RESOLUTION NO. 7623; ADOPTING AN MOU BETWEEN THE CITY AND THE PUBLIC SERVICE EMPLOYEES' ASSOCIATION, SUPERSEDING RESOLUTION NO. 7624; AND APPROVING UNREPRESENTED MANAGEMENT EMPLOYEE BENEFITS LISTING AND MANAGEMENT SALARY SCHEDULE SUPERSEDING RESOLUTION NO. 7626**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION, SUPERSEDING RESOLUTION NO. 7623

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA PUBLIC SERVICE EMPLOYEES' ASSOCIATION, SUPERSEDING RESOLUTION NO. 7624

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING UNREPRESENTED MANAGEMENT EMPLOYEE BENEFITS LISTING AND MANAGEMENT SALARY SCHEDULE SUPERSEDING RESOLUTION NO. 7626

**Recommendation**

It is recommended that the City Council approve the following:

1. A resolution adopting an MOU between the City and the South Pasadena Police Officers' Association (POA), superseding Resolution No.7623;
2. A resolution adopting an MOU between the City and the Public Service Employees' Association (PSEA), superseding Resolution No. 7624; and
3. A resolution approving unrepresented management employee benefits listing and management salary schedule superseding Resolution No.7626.

<b>PUBLIC HEARING</b>
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23. **ADOPTION OF 2022-2023 ANNUAL BUDGET AND RESOLUTION**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING THE FISCAL YEAR 2022-23 BUDGET

**Recommendation**

It is recommended that the City Council:

1. Conduct a Public Hearing regarding the adoption of the 2022-23 Annual Budget; and
2. Approve a Resolution adopting the 2022-2023 Annual Budget.

**24. ADOPTION OF A RESOLUTION CONFIRMING AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT (LLMD) FOR FISCAL YEAR 2022-2023**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONFIRMING THE FISCAL YEAR 2022-23 ANNUAL LEVY AND COLLECTION OF ASSESSMENTS CERTAIN MAINTENANCE IN AN EXISTING DISTRICT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

**Recommendation**

It is recommended that the City Council, after receiving Public Hearing testimony, adopt the attached resolution confirming the annual levy and collection of assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2022-2023.

**ACTION / DISCUSSION**

**25. RECOMMENDATION TO APPROVE PROPOSED FISCAL YEAR 2022-23 WATER CONSERVATION PROGRAM AND ADOPT A RESOLUTION DECLARING A STAGE 2: SERIOUS WATER SUPPLY SHORTAGE**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING A STAGE 2: SERIOUS WATER SUPPLY SHORTAGE AS DETAILED IN THE SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 35

**Recommendation**

It is recommended that the City Council:

1. Approve the proposed Water Conservation Programs for the 2022-23 fiscal year; and
2. Adopt a resolution declaring a Stage 2: Serious Water Supply Shortage, as detailed in South Pasadena Municipal Code (SPMC) Chapter 35: Water.

**26. DIRECTION REGARDING LIBRARY SPECIAL TAX RENEWAL OPTIONS**

**Recommendation**

It is recommended that the City Council:

1. Approve a measure to be included on the ballot for the November 8, 2022 General Municipal Election, asking voters about continuing the existing Library Special Tax; and
2. Direct staff to return at the July 20, 2022 City Council Meeting with a resolution to place the question of continuing the existing Library Special Tax, and all resolutions pertinent to placing a measure on the ballot.

**INFORMATION REPORTS**

**27. PRESENTATION OF REVISED PUBLIC REVIEW DRAFT HOUSING ELEMENT**

**Recommendation**

Receive a presentation from City staff and consultants relating to the 2nd Public Review Draft of the Housing Element.

**28. RECEIVE AND FILE 2022 FINANCE AD HOC COMMITTEE REPORT****Recommendation**

It is recommended that the City Council receive and file the 2022 Finance Ad Hoc Committee Report.

**PUBLIC COMMENT – CONTINUED****29. 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**

July 6, 2022	Regular City Council Meeting	CANCELLED
July 20, 2022	Regular City Council Meeting	7:00 p.m.

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

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website:

[www.southpasadenaca.gov/CityCouncilMeetings2022](http://www.southpasadenaca.gov/CityCouncilMeetings2022)

Regular meetings are live streamed via the internet at:

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

**AGENDA NOTIFICATION SUBSCRIPTION**

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

**ACCOMMODATIONS**

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

**CERTIFICATION OF POSTING**

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **June 15, 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.*

6/9/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk



# City Council Agenda Report

ITEM NO. 7

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

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

**SUBJECT:** **Approval of Prepaid Warrants in the Amount of \$38,432.03; General City Warrants in the Amount of \$392,361.27; Online Payments in the Amount of \$78,362.70; Voids in the Amount of (\$775.00); Transfers in the Amount of \$131,676.74; Payroll in the Amount of \$862,570.73**

### Recommendation

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

### Fiscal Impact

#### Prepaid Warrants:

Warrant # 314575-314586	\$	36,144.88
ACH	\$	2,287.15
Voids	\$	0

#### General City Warrants:

Warrant # 314587-314651	\$	184,784.83
ACH	\$	207,576.44
Voids	\$	(775.00)

#### Payroll Period Ending: 05/27/2022

Payroll Period Ending: 05/27/2022	\$	862,570.73
Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	0
Wire Transfers Out – To (Acct # 1936)	\$	131,676.74
Online Payments	\$	78,362.70

#### RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,502,628.47</u>
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**Explanation of Terms**

Warrant – Directs the Finance Department to pay a sum of money out of the City’s funds to bearer of claim/invoice (named individual, company) also known as a payable. The warrants (payments) are only released after City Council approval.

Warrant Summary – Summarizes all of the payments prepared during a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing. All the warrants for the current cycle are summarized and the detail of warrants provided to Council for review and approval.

Prepaid Warrant List - A Prepaid Warrant directs the Finance Department to pay a sum of money out of the City’s funds to bearer of claim/invoice (named individual, company) also known as a payable. The Prepaid Warrants (payments) are released prior to City Council approval, however reported to City Council as a Prepaid. Prepayments are generally time sensitive and would incur additional charges if not paid within a specific time frame.

General City Warrant List – Detailed listing of all payments made for a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing.

Online Payments – Payments made online. These are typically for time sensitive utilities, credit card payments, and sometimes require the use of the payee’s portal (SCE, So Cal Gas, Amazon, etc.).

VOIDS – Checks that were issued and voided. Examples of such instances would be lost checks that were mailed out. Checks that were on a warrant that did not get approved by Council.

Payroll – All payments made related to payroll, such as payroll taxes, retirement benefits, CalPERS, Garnishments, payroll etc.

Attachments:

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

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

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

Date 6/15/2022

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	29,615.88	229,212.50
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	6,780.00	3,082.59
Local Transit Return "C"	207	-	375.71
TEA/Metro	208	-	-
Sewer Fund	210	-	6,129.88
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	62,530.69
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	11,302.04
County Park Bond Fund	232	-	4,743.74
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	7,082.25
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	-	67,901.87
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	2,036.15	-
<b>Column Totals:</b>		<b>38,432.03</b>	<b>392,361.27</b>

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
RSA	227	-	-
<b>RSA Report Totals:</b>		<b>-</b>	<b>-</b>
<b>City Report Totals:</b>			<b>430,793.30</b>

Payroll Period Ending: 05/27/2022	862,570.73
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	131,676.74
Online Payments	78,362.70
Voids - Prepaid	-
Voids - General Warrant	(775.00)
<b>Grand Report Total:</b>	<b>1,502,628.47</b>

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Finance Director

City Clerk

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



# Accounts Payable

## Check Detail

User: calvarez  
Printed: 06/07/2022 - 6:17PM



Check Number	Check Date		Amount
<b>AIR6010 - Airgas USA LLC</b>			
0	06/07/2022		
Inv	9989077696		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Oxygen Supplies FY21-22; MAY 2022		408.90
Inv 9989077696 Total			408.90
0 Total:			408.90
<b>AIR6010 - Airgas USA LLC Total:</b>			408.90
<b>BRPRTRNT - BR Party Rental</b>			
314575	06/07/2022		
Inv	8827		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/28/2022	Renting of Obstacle Course, Slide, Games		1,533.00
Inv 8827 Total			1,533.00
314575 Total:			1,533.00
<b>BRPRTRNT - BR Party Rental Total:</b>			1,533.00
<b>DTV5012 - DIRECTV</b>			
314576	06/07/2022		
Inv	068653046220529		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/29/2022	ACCT #068653046X220529; EOC COMMUNICATION 05/28/2022-06/27/2022		96.98
Inv 068653046220529 Total			96.98
314576 Total:			96.98
<b>DTV5012 - DIRECTV Total:</b>			96.98
<b>FALLOFFU - Fallen Officers Fund</b>			
314577	06/07/2022		

Check Number	Check Date	Amount
Inv 0016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/2022	SCGC 2022 Training for Officer Pech - 05/31/2022-06/03/2022	250.00
Inv 0016 Total		250.00
314577 Total:		250.00
<b>FALLOFFU - Fallen Officers Fund Total:</b>		250.00
<b>FDDBC8025 - Fast Deer Bus Charter Inc.</b>		
314578	06/07/2022	
Inv 156088		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	Camp Med Charter Bus Services: (June15,2022)	2,260.00
Inv 156088 Total		2,260.00
Inv 156089		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	Camp Med Charter Bus Services: (June 22,2022)	2,260.00
Inv 156089 Total		2,260.00
Inv 156090		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	Camp Med Charter Bus Services: (June 29,2022)	2,260.00
Inv 156090 Total		2,260.00
314578 Total:		6,780.00
<b>FDDBC8025 - Fast Deer Bus Charter Inc. Total:</b>		6,780.00
<b>HPTCST - Human Performance Training and Consulting Inc.</b>		
314579	06/07/2022	
Inv 22-12551		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/02/2022	Training Class: Officers Perez, Giron, Gutierrez (April 11-13)	1,125.00
Inv 22-12551 Total		1,125.00
314579 Total:		1,125.00
<b>HPTCST - Human Performance Training and Consulting Inc. Total:</b>		1,125.00
<b>iTennis - iTennis, Inc.</b>		

Check Number	Check Date	Amount
314580	06/07/2022	
Inv	BL-2022-0395	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Refund Duplicate Payment for Invoice # BL-2022-0395	301.00
Inv BL-2022-0395 Total		301.00
314580 Total:		301.00
<b>iTennis - iTennis, Inc. Total:</b>		301.00
<b>LZCSTAI - Lozeau, Michael Robert</b>		
314583	06/07/2022	
Inv	00000047	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/02/2022	8 Hour Post Training - Homeless - Officer Smith - 05/20/2022	100.00
Inv 00000047 Total		100.00
314583 Total:		100.00
<b>LZCSTAI - Lozeau, Michael Robert Total:</b>		100.00
<b>OGOV3011 - OpenGov.Inc.</b>		
314584	06/07/2022	
Inv	INV00007235	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2022	OpenGov, Inc. - Annual Subscription - 04/01/2022-03/31/2023.	8,400.00
Inv INV00007235 Total		8,400.00
314584 Total:		8,400.00
<b>OGOV3011 - OpenGov.Inc. Total:</b>		8,400.00
<b>MCST4010 - Smith, Michael</b>		
314581	06/07/2022	
Inv	04/26-04/27/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Reimb. Mileage Expense to Officer Smith - 04/26/2022-04/27/2022	27.85
Inv 04/26-04/27/22 Total		27.85
314581 Total:		27.85
<b>MCST4010 - Smith, Michael Total:</b>		27.85

Check Number	Check Date	Amount
<b>SPBK - Springbrook Holding Company, LLC</b>		
0	06/07/2022	
Inv	TM INV-005132	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	PO/AP Workflows Setup & FIN Refresher: 03/07/2022-03/13/2022	119.25
Inv TM INV-005132 Total		119.25
Inv	TM INV-005154	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	Re-Implementation of Payroll Services: 02/28/2022-03/06/2022	537.00
Inv TM INV-005154 Total		537.00
0 Total:		656.25
<b>SPBK - Springbrook Holding Company, LLC Total:</b>		656.25
<b>SWA2992 - Swank Motion Pictures, Inc</b>		
314582	06/07/2022	
Inv	BO 1907194	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	Film Licensing:Encanto, Spider-Man No Way Home, Back to Future	1,845.00
Inv BO 1907194 Total		1,845.00
314582 Total:		1,845.00
<b>SWA2992 - Swank Motion Pictures, Inc Total:</b>		1,845.00
Total:		21,523.98

# Accounts Payable

## Check Detail

User: calvarez  
Printed: 06/08/2022 - 11:47AM



Check Number	Check Date	Amount
<b>CSD3014 - Ca. State Disbursement Unit</b>		
314585	06/09/2022	
Inv	PR 05/27/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	PR Batch 52722.05.2022 - Garnishment Case # FAMSS - 1406906	814.15
Inv PR 05/27/2022 Total		814.15
314585 Total:		814.15
<b>CSD3014 - Ca. State Disbursement Unit Total:</b>		
		814.15
<b>GEMT5550 - Dept. of Health Care Services, GEMT QAF / Cashiers Unit, Mail Stop 1101</b>		
314586	06/09/2022	
Inv	NPI: 1073512570	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2022	GROUND EMERGENCY MEDICAL TRANSPORT QA FEE-OUTSTANDING 06/06/2022	14,871.90
Inv NPI: 1073512570 Total		14,871.90
314586 Total:		14,871.90
<b>GEMT5550 - Dept. of Health Care Services, GEMT QAF / Cashiers Unit, Mail Stop 1101 Total:</b>		
		14,871.90
<b>SSDV2018 - Sandoval, Sheila</b>		
0	06/09/2022	
Inv	PR 05/27/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	PR Batch 52722.05.2022 - Garnishment	485.00
05/24/2022	PR Batch 52722.05.2022 - Garnishment	737.00
Inv PR 05/27/2022 Total		1,222.00
0 Total:		1,222.00
<b>SSDV2018 - Sandoval, Sheila Total:</b>		
		1,222.00

**Check Number**    **Check Date**

**Amount**

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Total:	16,908.05
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# **ATTACHMENT 3 General City Warrant List**

# Accounts Payable

## Check Detail

User: calvarez  
 Printed: 06/08/2022 - 11:53AM



Check Number	Check Date		Amount
<b>ACMT2920 - All City Management Services, Inc.</b>			
314587	06/15/2022		
Inv	77736		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/23/2022	Crossing Guard Services for 05/01/2022-05/14/2022		9,295.87
Inv 77736 Total			9,295.87
314587 Total:			9,295.87
<b>ACMT2920 - All City Management Services, Inc. Total:</b>			9,295.87
<b>AT&amp;T5006 - AT&amp;T</b>			
314588	06/15/2022		
Inv	130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/26/2022	AN 130464796 Services (04/18/2022-05/17/2022)		90.24
Inv 130464796 Total			90.24
314588 Total:			90.24
314589	06/15/2022		
Inv	626441-64973570		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/25/2022	AN 626 441-6497 357 0 Services (05/13/22 - 06/12/22)		930.80
Inv 626441-64973570 Total			930.80
314589 Total:			930.80
314590	06/15/2022		
Inv	000018230995		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/25/2022	AN 9391062308 Service (04/20/22 - 05/19/2022)		14,444.30
Inv 000018230995 Total			14,444.30
Inv 000018231321			
<u>Line Item Date</u>	<u>Line Item Description</u>		



Check Number	Check Date	Amount
05/25/2022	AN 9391081369 Service (04/20/22 - 05/19/2022)	65.64
Inv 000018231321	Total	65.64
314590 Total:		14,509.94
<b>ATCN9011 - AT&amp;T Total:</b>		15,530.98
<b>CIN4011 - AT&amp;T Mobility</b>		
314591	06/15/2022	
Inv	287014917916X05	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/25/2022	AN 287014917916 Service (04/09/22-05/08/22)	791.91
Inv 287014917916X05	Total	791.91
314591 Total:		791.91
<b>CIN4011 - AT&amp;T Mobility Total:</b>		791.91
<b>ATSS6010 - Athens Services</b>		
314592	06/15/2022	
Inv	12168498	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2022	Athens Street Sweeping at Mission Meridian: April 2022	840.70
Inv 12168498	Total	840.70
Inv	12168499	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2022	Athens Bus Stop Barrel Pickup April 2022	2,241.89
Inv 12168499	Total	2,241.89
314592 Total:		3,082.59
<b>ATSS6010 - Athens Services Total:</b>		3,082.59
<b>BAK0369 - Baker &amp; Taylor Books</b>		
0	06/15/2022	
Inv	2036618767	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/13/2022	Books for Library	468.09
Inv 2036618767	Total	468.09

Check Number	Check Date		Amount
Inv	2036720830		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/10/2022	Books for Library		201.23
Inv 2036720830 Total			201.23
Inv	2036751186		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/12/2022	Books for Library		24.99
Inv 2036751186 Total			24.99
0 Total:			694.31
<b>BAK0369 - Baker &amp; Taylor Books Total:</b>			694.31
<b>BAK0366 - Baker &amp; Taylor Entertainment</b>			
0	06/15/2022		
Inv	H61321970		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/11/2022	DVDs/ CDs		64.28
Inv H61321970 Total			64.28
Inv	H61422350		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/17/2022	DVDs/ CDs		34.23
Inv H61422350 Total			34.23
0 Total:			98.51
<b>BAK0366 - Baker &amp; Taylor Entertainment Total:</b>			98.51
<b>SHBE8032 - Bee, Shuny</b>			
314593	06/15/2022		
Inv	8091		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	Contract Class Instructor Taekwondo May 2022		682.50
Inv 8091 Total			682.50
Inv	8094		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	Contract Class Instructor Jeetkunedo May 2022		195.00
Inv 8094 Total			195.00

Check Number	Check Date	Amount
314593 Total:		877.50
<hr/>		
<b>SHBE8032 - Bee, Shuny Total:</b>		877.50
<hr/>		
<b>BLSP8010 - Blackstone Publishing</b>		
0	06/15/2022	
Inv 2041955		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/04/2022	Books/DVDs/CDs	26.94
Inv 2041955 Total		26.94
Inv 2043894		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	Books/DVDs/CDs	38.95
Inv 2043894 Total		38.95
<hr/>		
0 Total:		65.89
<hr/>		
<b>BLSP8010 - Blackstone Publishing Total:</b>		65.89
<hr/>		
<b>DABN8267 - Bohan, Diana 101-8030-8021-8267-000</b>		
0	06/15/2022	
Inv 8134		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor Yoga (May 2022)	179.20
Inv 8134 Total		179.20
Inv 8548		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor Yoga Walk In (May 2022)	40.00
Inv 8548 Total		40.00
<hr/>		
0 Total:		219.20
<hr/>		
<b>DABN8267 - Bohan, Diana Total:</b>		219.20
<hr/>		
<b>TYBL7000 - Borrello, Tyler</b>		
314594	06/15/2022	
Inv 04/18-04/22/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Reimb. Training Expense for Det. Borello (04/18/22-04/22/22)	221.31
06/08/2022	Reimb. Training Expense for Det. Borello (04/18/22-04/22/22)	712.35
Inv 04/18-04/22/22 Total		933.66

Check Number	Check Date	Amount
Inv	05/08-05/13/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Reimb. Training Expense for Det. Borello (05/08/22-05/13/22)	685.63
Inv 05/08-05/13/22 Total		685.63
314594 Total:		1,619.29
314595	06/15/2022	
Inv	05/08-05/13/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Reimb. Training Expense for Det. Borello (05/08/22-05/13/22)	221.63
Inv 05/08-05/13/22 Total		221.63
314595 Total:		221.63
<b>TYBL7000 - Borrello, Tyler Total:</b>		1,840.92
<b>BRMR8267 - BRIT West Soccer</b>		
314596	06/15/2022	
Inv	7991	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Tiny Pros 2-3.5 Th (04/21-05/19/22)	193.05
Inv 7991 Total		193.05
Inv	7993	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Tiny Pros 2-3.5 SA (04/23-05/21/22)	900.90
Inv 7993 Total		900.90
Inv	7995	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Tiny Pros 2-3.5 Su (04/24-05/22/22)	1,029.60
Inv 7995 Total		1,029.60
Inv	7997	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Tiny Pros 3.5-5 TH (04/21-05/19/22)	257.40
Inv 7997 Total		257.40
Inv	7999	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Tiny Pros 3.5-5 SA (04/23/22-05/21/22)	1,029.60

Check Number	Check Date	Amount
Inv 7999 Total		1,029.60
Inv 8001		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Tiny Pros 3.5-5 SU (04/24-05/22/22)	1,029.60
Inv 8001 Total		1,029.60
Inv 8005		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Club Pros 5-7 Th (04/21-05/19/22)	450.45
Inv 8005 Total		450.45
Inv 8006		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Club Pros 5-7 SA (04/23-05/21/22)	965.25
Inv 8006 Total		965.25
Inv 8007		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Club Pros 5-7 SU (04/24-05/22/22)	772.20
Inv 8007 Total		772.20
Inv 8009		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Club Pros 7-12 TH (04/21-05/19/22)	386.10
Inv 8009 Total		386.10
Inv 8011		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Club Pros 7-12 SA (04/23-05/21/22)	707.85
Inv 8011 Total		707.85
Inv 8013		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor Club Pros 7-12 SU (04/24-05/22/22)	643.20
Inv 8013 Total		643.20
314596 Total:		8,365.20
<b>BRMR8267 - BRIT West Soccer Total:</b>		8,365.20
<b>MCBRITT - Britt, Michelle</b>		

Check Number	Check Date		Amount
314597	06/15/2022		
Inv	122098		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Refund for security deposit of War Memorial rental.		522.00
Inv 122098 Total			522.00
314597 Total:			522.00
<b>MCBRITT - Britt, Michelle Total:</b>			522.00
<b>ROBRTBRP - Brophy, Robert A.</b>			
314598	06/15/2022		
Inv	121684		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/24/2022	Parent cancelled class due to inability to attend		1,160.00
Inv 121684 Total			1,160.00
314598 Total:			1,160.00
<b>ROBRTBRP - Brophy, Robert A. Total:</b>			1,160.00
<b>PMAB8021 - Budka, Pamela Avry</b>			
314599	06/15/2022		
Inv	8068		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Contract Class Instructor Meditation (May 2022)		32.00
Inv 8068 Total			32.00
Inv	8201		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Contract Class Instructor Meditation Walk In (May 2022)		8.00
Inv 8201 Total			8.00
314599 Total:			40.00
<b>PMAB8021 - Budka, Pamela Avry Total:</b>			40.00
<b>CAL5236 - CA Linen Services</b>			
314600	06/15/2022		
Inv	1987107		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/23/2022	Fire Station Linen Rental and Cleaning Services		141.30
Inv 1987107 Total			141.30

Check Number	Check Date	Amount
314600 Total:		141.30
<b>CAL5236 - CA Linen Services Total:</b>		141.30
<b>CAN0607 - Cantu Graphics Inc.</b>		
314601	06/15/2022	
Inv	20850	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	500 coffee coupon cards	49.56
Inv 20850 Total		49.56
314601 Total:		49.56
<b>CAN0607 - Cantu Graphics Inc. Total:</b>		49.56
<b>CRDA1021 - Corodata Records Management</b>		
0	06/15/2022	
Inv	RS4794560	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2022	AN 042023 Services (04/01/2022-04/30/2022)	409.64
Inv RS4794560 Total		409.64
0 Total:		409.64
<b>CRDA1021 - Corodata Records Management Total:</b>		409.64
<b>MNBL8170 - Crestline Software, LLC dba MuniBilling</b>		
0	06/15/2022	
Inv	15581	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/02/2022	Postage ( April 2022)	874.06
Inv 15581 Total		874.06
0 Total:		874.06
<b>MNBL8170 - Crestline Software, LLC dba MuniBilling Total:</b>		874.06
<b>DSP0755 - D &amp; S Printing</b>		
314602	06/15/2022	
Inv	5005	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/16/2022	Police Department Printing Services (Envelopes)	964.89

Check Number	Check Date	Amount
Inv 5005 Total		964.89
314602 Total:		964.89
<b>DSP0755 - D &amp; S Printing Total:</b>		964.89
<b>DEM0777 - Demco Inc.</b>		
314603	06/15/2022	
Inv 7126937		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/2022	Classification labels	166.20
Inv 7126937 Total		166.20
Inv 7131005		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	Book tape, filament tape, corner pockets	431.48
Inv 7131005 Total		431.48
314603 Total:		597.68
<b>DEM0777 - Demco Inc. Total:</b>		597.68
<b>PMLDONG - Dong, Pamela</b>		
314604	06/15/2022	
Inv 8072		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor QiGong (May 2022)	112.00
Inv 8072 Total		112.00
Inv 8076		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor Martial Arts Introductory (May 2022)	48.00
Inv 8076 Total		48.00
Inv 8545		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor Tai Chi Walk In (May 2022)	20.00
Inv 8545 Total		20.00
Inv 8546		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor QiGong Walk In (May 2022)	20.00



Check Number	Check Date	Amount
Inv 8546 Total		20.00
314604 Total:		200.00
<b>PMLDONG - Dong, Pamela Total:</b>		200.00
<b>FED1109 - FedEx</b>		
314605	06/15/2022	
Inv 7-754-50482		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/13/2022	Flyer shipment to utility vendor	224.51
Inv 7-754-50482 Total		224.51
314605 Total:		224.51
<b>FED1109 - FedEx Total:</b>		224.51
<b>FRCNTHT - Fremont Centre Theater</b>		
314606	06/15/2022	
Inv 07/04/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	Production of 4th of July Theatrical Performance	3,813.00
Inv 07/04/2022 Total		3,813.00
314606 Total:		3,813.00
<b>FRCNTHT - Fremont Centre Theater Total:</b>		3,813.00
<b>GRE4011 - Gramajo, Ederson</b>		
314607	06/15/2022	
Inv 02/14-02/18/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Reimb. Training Expense for Officer Gramajo (02/14/22-02/18/22)	597.96
06/08/2022	Reimb. Training Expense for Officer Gramajo (02/14/22-02/18/22)	742.30
Inv 02/14-02/18/22 Total		1,340.26
314607 Total:		1,340.26
<b>GRE4011 - Gramajo, Ederson Total:</b>		1,340.26
<b>HALOINC - HALO Branded Solutions, Inc.</b>		
0	06/15/2022	

Check Number	Check Date	Amount
Inv	2022000079688	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Promotional Items for Police Department (Pencils, Magnets, Padfo	1,822.26
Inv 2022000079688 Total		1,822.26
0 Total:		1,822.26
<b>HALOINC - HALO Branded Solutions, Inc. Total:</b>		1,822.26
<b>HDLC3010 - Hinderliter deLlamas &amp; Associates</b>		
314608	06/15/2022	
Inv	SIN017908	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/02/2022	Audit Services (Q4 2021) & Transactions Tax (April-June 2022)	632.24
Inv SIN017908 Total		632.24
314608 Total:		632.24
<b>HDLC3010 - Hinderliter deLlamas &amp; Associates Total:</b>		632.24
<b>HOMCOMMU - Hom, Reagan</b>		
314609	06/15/2022	
Inv	052522	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Electrical Work for Police Department Vehicles	355.75
Inv 052522 Total		355.75
314609 Total:		355.75
<b>HOMCOMMU - Hom, Reagan Total:</b>		355.75
<b>INVMR517 - Invernizzi, Marta</b>		
314610	06/15/2022	
Inv	121899	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	Partial refund due to client cancellation of Arroyo Park gazebo.	62.50
Inv 121899 Total		62.50
314610 Total:		62.50
<b>INVMR517 - Invernizzi, Marta Total:</b>		62.50

Check Number	Check Date		Amount
<b>JSAR4011 - Jack's Auto Repair</b>			
314611	06/15/2022		
Inv	17366		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Routine Maintenance of Transit Fleet		25.58
Inv 17366 Total			25.58
Inv	17367		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Routine Maintenance of Transit Fleet		107.76
Inv 17367 Total			107.76
Inv	17395		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/03/2022	Automotive Repairs for Police Department Vehicle Unit # 1404		373.23
Inv 17395 Total			373.23
Inv	17418		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Routine Maintenance of Transit Fleet		242.37
Inv 17418 Total			242.37
314611 Total:			748.94
<b>JSAR4011 - Jack's Auto Repair Total:</b>			748.94
<b>JFHL4011 - Jeff Holland</b>			
314612	06/15/2022		
Inv	Holland 6.3.22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/03/2022	Reimbursement of safety equipment per MOU		193.00
Inv Holland 6.3.22 Total			193.00
314612 Total:			193.00
<b>JFHL4011 - Jeff Holland Total:</b>			193.00
<b>JHA307 - John L. Hunter and Associates, Inc.</b>			
314613	06/15/2022		
Inv	SP1FOG12202		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/10/2022	Fats, Oils, and Grease (FOG) Compliance Program		1,331.25
Inv SP1FOG12202 Total			1,331.25

Inv SP1FOG12203

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	Fats, Oils, and Grease (FOG) Compliance Program	1,781.25

Inv SP1FOG12203 Total 1,781.25

Inv SP1MS412202

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2022	Environmental Compliance and NPDES Services: February 2022	2,909.75

Inv SP1MS412202 Total 2,909.75

Inv SP1MS412203

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	Environmental Compliance and NPDES Services: March 2022	4,172.50

Inv SP1MS412203 Total 4,172.50

314613 Total: 10,194.75

**JHA307 - John L. Hunter and Associates, Inc. Total:** 10,194.75

**LESKAKUT - Kakutani, Leesa**

314614 06/15/2022

Inv 121898

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Refund for gazebo reservation due to Covid-19, gazebo not used.	125.00

Inv 121898 Total 125.00

314614 Total: 125.00

**LESKAKUT - Kakutani, Leesa Total:** 125.00

**KNPY8010 - Kanopy Inc.**

0 06/15/2022

Inv KDEP-9999

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2022	Digital Resources - Digital Streaming Service for Library	4,000.00

Inv KDEP-9999 Total 4,000.00

0 Total: 4,000.00

**KNPY8010 - Kanopy Inc. Total:** 4,000.00

Check Number	Check Date		Amount
<b>KRAV - Krav Maga Worldwide, Inc.</b>			
314615	06/15/2022		
Inv	FTD7663		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/02/2022	Training Class for Officer Valdez (06/06/2022-06/10/2022)		200.00
Inv FTD7663 Total			200.00
314615 Total:			200.00
<b>KRAV - Krav Maga Worldwide, Inc. Total:</b>			200.00
<b>LDCR6410 - LandCare USA LLC</b>			
0	06/15/2022		
Inv	484986		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2022	Landscape Median Strips-January 2022		3,917.95
01/31/2022	Park Maintenance Contract Services-January 2022		16,443.41
01/31/2022	Prop A Park Maintenance-January 2022		1,180.51
01/31/2022	Water Distribution-January		1,669.68
Inv 484986 Total			23,211.55
Inv	496940		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2022	Landscape Median Strips-February 2022		3,917.95
02/28/2022	Park Maintenance Contract Services-February 2022		16,443.41
02/28/2022	Prop A Park Maintenance-February 2022		1,180.51
02/28/2022	Water Distribution-February 2022		1,669.68
Inv 496940 Total			23,211.55
Inv	502974		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Park Maintenance Contract Services-March 2022		16,443.41
03/31/2022	Water Distribution-March 2022		1,669.68
03/31/2022	Landscape Median Strips-March 2022		3,917.95
03/31/2022	Prop A Park Maintenance-March 2022		1,180.51
Inv 502974 Total			23,211.55
Inv	512229		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/30/2022	Prop A Park Maintenance-April 2022		1,202.21
04/30/2022	Water Distribution-April 2022		1,669.68
04/30/2022	Park Maintenance Contract Services-April 2022		16,491.92
04/30/2022	Landscape Median Strips-April 2022		3,917.95
Inv 512229 Total			23,281.76
0 Total:			92,916.41

**LDCR6410 - LandCare USA LLC Total:** 92,916.41

**LIFE822 - Life-Assist Inc.**

314616 06/15/2022

Inv 1209755

<u>Line Item Date</u>	<u>Line Item Description</u>	Amount
05/18/2022	Medical Supplies Fire Dept.	354.73

Inv 1209755 Total 354.73

Inv 1210032

<u>Line Item Date</u>	<u>Line Item Description</u>	Amount
05/18/2022	Medical Supplies Fire Dept.	484.88

Inv 1210032 Total 484.88

Inv 1210139

<u>Line Item Date</u>	<u>Line Item Description</u>	Amount
05/19/2022	Medical Supplies Fire Dept.	323.25

Inv 1210139 Total 323.25

314616 Total: 1,162.86

**LIFE822 - Life-Assist Inc. Total:** 1,162.86

**MTTRSFRM - Mattress Firm Inc.**

314617 06/15/2022

Inv SO000748481

<u>Line Item Date</u>	<u>Line Item Description</u>	Amount
05/16/2022	Fire Department - Mattress Replacements	11,119.01

Inv SO000748481 Total 11,119.01

314617 Total: 11,119.01

**MTTRSFRM - Mattress Firm Inc. Total:** 11,119.01

**NDGC1022 - National Demographics Corp.**

314618 06/15/2022

Inv 1558

<u>Line Item Date</u>	<u>Line Item Description</u>	Amount
05/12/2022	Consulting for Districting Services	27,250.00

Inv 1558 Total 27,250.00

Check Number	Check Date	Amount
314618 Total:		27,250.00
<b>NDGC1022 - National Demographics Corp. Total:</b>		27,250.00
<b>TRA2010 - Norman A. Traub Associates</b>		
314619	06/15/2022	
Inv	21140.02	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2022	Investigation Consultant: 01/03/22-01/24/22	575.00
Inv 21140.02 Total		575.00
314619 Total:		575.00
<b>TRA2010 - Norman A. Traub Associates Total:</b>		575.00
<b>OLNP8010 - Outlook Newspapers Group</b>		
314620	06/15/2022	
Inv	73770	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2021	Advertisement - 20 Inch Display Ad in South Pasadena Review	250.00
Inv 73770 Total		250.00
314620 Total:		250.00
<b>OLNP8010 - Outlook Newspapers Group Total:</b>		250.00
<b>RCHPACIO - Pacio, Rachel</b>		
314621	06/15/2022	
Inv	121900	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	Refund for Brit West Soccer class due to inability to attend	84.00
Inv 121900 Total		84.00
314621 Total:		84.00
<b>RCHPACIO - Pacio, Rachel Total:</b>		84.00
<b>PAKH5011 - Parkhouse Tire, Inc.</b>		
314622	06/15/2022	
Inv	1010852154	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Public Works-Tires for Storage Yard Loader	2,678.63

Check Number	Check Date		Amount
		Inv 1010852154 Total	2,678.63
			<hr/>
		314622 Total:	2,678.63
			<hr/>
		<b>PAKH5011 - Parkhouse Tire, Inc. Total:</b>	2,678.63
			<hr/>
		<b>PHS4011 - Pasadena Humane Society</b>	
314623	06/15/2022		
		Inv JUN2022SoPas	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		06/03/2022	Animal Control Services - June 2022
			14,035.83
		Inv JUN2022SoPas Total	14,035.83
			<hr/>
		314623 Total:	14,035.83
			<hr/>
		<b>PHS4011 - Pasadena Humane Society Total:</b>	14,035.83
			<hr/>
		<b>ERKPED - Pedersen, Erik</b>	
314624	06/15/2022		
		Inv 00415139	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		04/28/2022	Refund for lost, paid library material being found and returned
			25.00
		04/28/2022	Refund for lost, paid library material being found and returned
			16.00
		Inv 00415139 Total	41.00
			<hr/>
		314624 Total:	41.00
			<hr/>
		<b>ERKPED - Pedersen, Erik Total:</b>	41.00
			<hr/>
		<b>PHOE4610 - Phoenix Group Information Systems</b>	
314625	06/15/2022		
		Inv 042022184	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		06/03/2022	Parking Citation Processing & Database Access: April 2022
			4,523.92
		Inv 042022184 Total	4,523.92
			<hr/>
		314625 Total:	4,523.92
			<hr/>
		<b>PHOE4610 - Phoenix Group Information Systems Total:</b>	4,523.92
			<hr/>
		<b>PETPIERA - Pierpaoli, Pietro</b>	
314626	06/15/2022		



Check Number	Check Date	Amount
Inv 121901		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	Partial refund due to client cancellation of Arroyo Park rental.	64.00
Inv 121901 Total		64.00
314626 Total:		64.00
<b>PETPIERA - Pierpaoli, Pietro Total:</b>		64.00
<b>POSU8132 - Prudential Overall Supply</b>		
0	06/15/2022	
Inv 52574857		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Scrapper Mat Cleaning Services Street Division 4/19/2022	3.87
04/19/2022	Scrapper Mat Cleaning Services Sewer Division 4/19/2022	3.87
04/19/2022	Scrapper Mat Cleaning Services Facilities Maint.4/19/2022	3.87
04/19/2022	Scrapper Mat Cleaning Services Street Lighting 4/19/2022	3.87
04/19/2022	Scrapper Mat Cleaning Services Street Trees 4/19/2022	3.87
Inv 52574857 Total		19.35
Inv 52574858		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Uniform Cleaning Services Street Maintenance 4/19/2022	23.48
04/19/2022	Uniform Cleaning Services Sewer Division 4/19/2022	9.30
04/19/2022	Uniform Cleaning Services Street Tree Maint. 4/19/2022	9.30
04/19/2022	Uniform Cleaning Services Street Lighting 4/19/2022	11.10
04/19/2022	Uniform Cleaning Services Facility Division 4/19/2022	14.03
Inv 52574858 Total		67.21
Inv 52574859		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Uniform Cleaning Services Water Distribution 4/19/2022	34.69
04/19/2022	Uniform Cleaning Services Water Production 4/19/2022	26.55
Inv 52574859 Total		61.24
Inv 52574860		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Scrapper Mat Cleaning Services Water Distribution 4/19/2022	6.23
04/19/2022	Scrapper Mat Cleaning Services Water Production 4/19/2022	6.24
Inv 52574860 Total		12.47
Inv 52576875		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Scrapper Mat Cleaning Services Facilities Maint. 4/26/2022	3.87
04/26/2022	Scrapper Mat Cleaning Services Street Division 4/26/2022	3.87
04/26/2022	Scrapper Mat Cleaning Services Street Lighting 4/26/2022	3.87

Check Number	Check Date	Amount
04/26/2022	Scrapper Mat Cleaning Services Street Trees 4/26/2022	3.87
04/26/2022	Scrapper Mat Cleaning Services Sewer Division 4/26/2022	3.87
Inv 52576875 Total		19.35
Inv 52576876		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Uniform Cleaning Services Street Lighting 4/26/2022	11.10
04/26/2022	Uniform Cleaning Services Street Tree Maint. 4/26/2022	9.30
04/26/2022	Uniform Cleaning Services Sewer Division 4/26/2022	9.30
04/26/2022	Uniform Cleaning Services Street Maintenance 4/26/2022	23.48
04/26/2022	Uniform Cleaning Services Facility Division 4/26/2022	14.03
Inv 52576876 Total		67.21
Inv 52576877		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Uniform Cleaning Services Water Distribution 4/26/2022	34.69
04/26/2022	Uniform Cleaning Services Water Production 4/26/2022	26.55
Inv 52576877 Total		61.24
Inv 52576878		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Scrapper Mat Cleaning Services Water Distribution 4/26/2022	6.23
04/26/2022	Scrapper Mat Cleaning Services Water Production 4/26/2022	6.24
Inv 52576878 Total		12.47
Inv 52578846		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/03/2022	Scrapper Mat Cleaning Services Street Division 5/3/2022	3.87
05/03/2022	Scrapper Mat Cleaning Services Sewer Division 5/3/2022	3.87
05/03/2022	Scrapper Mat Cleaning Services Facilities Maint. 5/3/2022	3.87
05/03/2022	Scrapper Mat Cleaning Services Street Lighting 5/3/2022	3.87
05/03/2022	Scrapper Mat Cleaning Services Street Trees 5/3/2022	3.87
Inv 52578846 Total		19.35
Inv 52578847		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/03/2022	Uniform Cleaning Services Sewer Division 5/3/2022	9.30
05/03/2022	Uniform Cleaning Services Street Lighting 5/3/2022	11.10
05/03/2022	Uniform Cleaning Services Street Tree Maint.5/3/2022	9.30
05/03/2022	Uniform Cleaning Services Street Maintenance 5/3/2022	23.48
05/03/2022	Uniform Cleaning Services Facility Division 5/3/2022	14.03
Inv 52578847 Total		67.21
Inv 52578848		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/03/2022	Uniform Cleaning Services Water Distribution 5/3/2022	34.69
05/03/2022	Uniform Cleaning Services Water Production 5/3/2022	26.55

Inv 52578848 Total		61.24
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Inv 52578849

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/03/2022	Scrapper Mat Cleaning Services Water Production 5/3/2022	6.24
05/03/2022	Scrapper Mat Cleaning Services Water Distribution 5/3/2022	6.23

Inv 52578849 Total		12.47
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Inv 52580826

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2022	Scrapper Mat Cleaning Services Street Lighting 5/10/2022	3.87
05/10/2022	Scrapper Mat Cleaning Services Facilities Maint. 5/10/2022	3.87
05/10/2022	Scrapper Mat Cleaning Services Street Division 5/10/2022	3.87
05/10/2022	Scrapper Mat Cleaning Services Sewer Division 5/10/2022	3.87
05/10/2022	Scrapper Mat Cleaning Services Street Trees 5/10/2022	3.87

Inv 52580826 Total		19.35
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Inv 52580827

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2022	Uniform Cleaning Services Facility Division 5/10/2022	14.03
05/10/2022	Uniform Cleaning Services Sewer Division 5/10/2022	9.30
05/10/2022	Uniform Cleaning Services Street Maintenance 5/10/2022	23.48
05/10/2022	Uniform Cleaning Services Street Lighting 5/10/2022	11.10
05/10/2022	Uniform Cleaning Services Street Tree Maint. 5/10/2022	9.30

Inv 52580827 Total		67.21
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Inv 52580828

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2022	Uniform Cleaning Services Water Production 5/10/2022	26.55
05/10/2022	Uniform Cleaning Services Water Distribution 5/10/2022	34.69

Inv 52580828 Total		61.24
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Inv 52580829

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2022	Scrapper Mat Cleaning Services Water Distribution 5/10/2022	6.23
05/10/2022	Scrapper Mat Cleaning Services Water Production 5/10/2022	6.24

Inv 52580829 Total		12.47
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0 Total:		641.08
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<b>POSU8132 - Prudential Overall Supply Total:</b>		<b>641.08</b>
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**RIPU8540 - Roadline Products Inc. USA**

314627                      06/15/2022

Check Number	Check Date		Amount
Inv	17434		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/21/2022	Street Maint.-Pedestrian sign products for citywide roadway		6,237.78
Inv 17434 Total			6,237.78
314627 Total:			6,237.78
<b>RIPU8540 - Roadline Products Inc. USA Total:</b>			6,237.78
<b>JUANROBD - Robledo, Juanita</b>			
314628	06/15/2022		
Inv	122100		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Refund for security deposit of War Memorial rental.		522.00
Inv 122100 Total			522.00
314628 Total:			522.00
<b>JUANROBD - Robledo, Juanita Total:</b>			522.00
<b>SSSS8267 - Round Star West, LLC</b>			
0	06/15/2022		
Inv	8056		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	Contract Class Instructor Parent & Me (04/06-05/25/22)		358.80
Inv 8056 Total			358.80
Inv	8057		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	Contract Class Instructor SuperSoccer Stars 2-3 (04/06/05/25/22)		837.20
Inv 8057 Total			837.20
Inv	8058		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	Contract Class Instructor SuperSoccer Stars 3-4 (04/06-05/25/22)		717.60
Inv 8058 Total			717.60
Inv	8059		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	Contract Class Instructor SuperSoccer Stars 3-4 (04/06-05/25/22)		598.00
Inv 8059 Total			598.00

Check Number	Check Date	Amount
Inv 8060		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor SuperSoccer Stars 5-6 (04/06-05/25/22)	358.80
Inv 8060 Total		358.80
Inv 8061		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor SuperSoccerStars 7-10 (04/06-05/25/22)	478.40
Inv 8061 Total		478.40
0 Total:		3,348.80
<b>SSSS8267 - Round Star West, LLC Total:</b>		3,348.80
<b>MICH4011 - Sanchez, Michael</b>		
314629	06/15/2022	
Inv 05/10-05/12/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Reimb. Training Expense for Cpl. Sanchez (05/10/2022-05/12/2022)	25.32
06/08/2022	Reimb. Training Expense for Cpl. Sanchez (05/10/2022-05/12/2022)	134.21
Inv 05/10-05/12/22 Total		159.53
314629 Total:		159.53
<b>MICH4011 - Sanchez, Michael Total:</b>		159.53
<b>SCAT6710 - Scott's Automotive</b>		
314630	06/15/2022	
Inv 17007		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/16/2022	Public Works Vehicles: Unit 350-Street Div. Brake & Rotor Repair	769.34
Inv 17007 Total		769.34
Inv 17011		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	Public Works Vehicles: Unit 364-Street Div. Brake Repairs	290.29
Inv 17011 Total		290.29
Inv 17037		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Police Department Automotive Maintenance unit # 1405	46.87
Inv 17037 Total		46.87

Check Number	Check Date	Amount
Inv 17049		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Police Department Automotive Maintenance unit # 1908	86.63
Inv 17049 Total		86.63
314630 Total:		1,193.13
<b>SCAT6710 - Scott's Automotive Total:</b>		1,193.13
<b>SDSI0107 - SDS Security Design Systems</b>		
314631	06/15/2022	
Inv 236882		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2022	Security System for Civic Center: June 2022	217.46
Inv 236882 Total		217.46
Inv 236964		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2022	Security System for Civic Center: June 2022	65.18
Inv 236964 Total		65.18
314631 Total:		282.64
<b>SDSI0107 - SDS Security Design Systems Total:</b>		282.64
<b>WLST8267 - Shuttic, William 101-8030-8021-8267-000</b>		
0	06/15/2022	
Inv 8063		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor May 2022 Functional Fitness	108.00
Inv 8063 Total		108.00
Inv 8064		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor May 2022 Functional Fitness	20.00
Inv 8064 Total		20.00
Inv 8158		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Contract Class Instructor May 2022 Functional Fitness	112.00
Inv 8158 Total		112.00

Check Number	Check Date	Amount
0 Total:		240.00
<b>WLST8267 - Shuttic, William Total:</b>		240.00
<b>THES8267 - Siegel, Theodore</b>		
314632	06/15/2022	
Inv	05122022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Mary Poppins presentation & screening	150.00
Inv 05122022 Total		150.00
314632 Total:		150.00
<b>THES8267 - Siegel, Theodore Total:</b>		150.00
<b>MCST4010 - Smith, Michael</b>		
314633	06/15/2022	
Inv	05/20/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/20/2022	Reimb. Training Expense for Officer Smith (05/20/2022)	61.79
Inv 05/20/2022 Total		61.79
314633 Total:		61.79
<b>MCST4010 - Smith, Michael Total:</b>		61.79
<b>SCOT8300 - So Cal Office Technologies</b>		
314634	06/15/2022	
Inv	IN2695374	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	AN CO72:21L124-002-S Waste Bottle	33.08
Inv IN2695374 Total		33.08
Inv	IN2698855	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2022	AN CO72:21L124-002-S Black and Color Copies	1,261.07
Inv IN2698855 Total		1,261.07
314634 Total:		1,294.15
<b>SCOT8300 - So Cal Office Technologies Total:</b>		1,294.15

Check Number	Check Date		Amount
<b>SPUSDD - South Pasadena Unified School District</b>			
314635	06/15/2022		
Inv	7767487		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/20/2022	Use of Auditorium for 4th of July Theatrical Performance		650.00
06/06/2022	Use of Auditorium for 4th of July Theatrical Performance		1,775.00
Inv 7767487 Total			2,425.00
314635 Total:			2,425.00
<b>SPUSDD - South Pasadena Unified School District Total:</b>			2,425.00
<b>MON3111 - Stantec Consulting Svcs Inc.</b>			
314636	06/15/2022		
Inv	1868450		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/16/2021	Graves Reservoir ESDC Services: Period Ending December 10, 202		23,427.36
Inv 1868450 Total			23,427.36
314636 Total:			23,427.36
<b>MON3111 - Stantec Consulting Svcs Inc. Total:</b>			23,427.36
<b>STA5219 - Staples Business Advantage</b>			
0	06/15/2022		
Inv	3494388284		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/03/2021	Community Service Camp Med calculators.		8.80
12/03/2021	Folding tables for City Clerks office and Managers office		200.00
12/03/2021	Folding tables for City Clerks office and Managers office		69.85
Inv 3494388284 Total			278.65
Inv	3496844800		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/09/2022	Particulate Respirator N95 COVID EXPENSE		145.20
Inv 3496844800 Total			145.20
Inv	3498860469		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/12/2022	Particulate Respirator COVID EXPENSE		1,934.34
Inv 3498860469 Total			1,934.34
Inv	3507185606		
<u>Line Item Date</u>	<u>Line Item Description</u>		



Check Number	Check Date	Amount
05/04/2022	Public Works Department- Operation Supplies	167.29
Inv 3507185606	Total	167.29
Inv 3507185607		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/04/2022	Public Works Department- Operation Supplies	35.27
Inv 3507185607	Total	35.27
Inv 3507321420		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/06/2022	cable ties, pens, and pencils	100.67
Inv 3507321420	Total	100.67
Inv 3507578431		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/10/2022	Public Works Department- Operation Supplies	83.51
Inv 3507578431	Total	83.51
Inv 3507775606		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/13/2022	Supplies	167.28
Inv 3507775606	Total	167.28
Inv 3507775607		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/13/2022	Supplies	46.29
Inv 3507775607	Total	46.29
Inv 3507775608		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2022	City Clerk Suplies	2.70
Inv 3507775608	Total	2.70
Inv 3507941661		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Office Supplies for Senior Center	20.60
Inv 3507941661	Total	20.60
Inv 3508067198		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	Thermal pouches, plastic dividers, ring binders	329.37
Inv 3508067198	Total	329.37

Check Number	Check Date	Amount
Inv	3508067199	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2022	City Clerk Supplies	99.96
05/23/2022	City Council Meeting Supplies	98.88
Inv 3508067199 Total		198.84
Inv	3508067200	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	PD Office Supplies	1,005.47
Inv 3508067200 Total		1,005.47
Inv	3508067201	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	PD Office Supplies	87.33
Inv 3508067201 Total		87.33
Inv	3508130524	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	CARTRIDGES, TONERS	288.23
Inv 3508130524 Total		288.23
Inv	3508130525	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	LABELS, STATIONARY PAPER, FLAGS	84.87
Inv 3508130525 Total		84.87
Inv	3508130526	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2022	sheet protectors	27.30
Inv 3508130526 Total		27.30
Inv	3508130527	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2022	PD Office Supplies	6.84
Inv 3508130527 Total		6.84
Inv	3508130528	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2022	PD Office Supplies	375.99
Inv 3508130528 Total		375.99
Inv	3508130529	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
05/18/2022	PD Office Supplies	362.97
Inv 3508130529	Total	362.97
Inv 3508130530		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2022	PD Office Supplies	66.01
Inv 3508130530	Total	66.01
Inv 3508193398		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	Credit	-39.68
Inv 3508193398	Total	-39.68
Inv 3508193399		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	Supplies	39.68
Inv 3508193399	Total	39.68
Inv 3508193400		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	Supplies	221.07
Inv 3508193400	Total	221.07
Inv 3508193401		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	Supplies	221.07
Inv 3508193401	Total	221.07
Inv 3508193402		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	headphones, fans, salt & pepper shaker	100.68
Inv 3508193402	Total	100.68
Inv 3508193403		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2022	PD Office Supplies	66.01
Inv 3508193403	Total	66.01
Inv 3508276431		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2022	City Council Meeting Supplies	69.56
05/23/2022	City Clerk Supplies	60.86
Inv 3508276431	Total	130.42

Inv 3508276432

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2022	Council Meeting Supplies	74.71

Inv 3508276432 Total 74.71

Inv 3508443395

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/21/2022	padded envelopes	80.50

Inv 3508443395 Total 80.50

Inv 3508647413

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2022	PD Office Supplies	23.35

Inv 3508647413 Total 23.35

Inv 3508647414

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/25/2022	PD Office Supplies	30.87

Inv 3508647414 Total 30.87

Inv 3508647415

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Office Supplies for Senior Center	12.67

Inv 3508647415 Total 12.67

Inv 3508788455

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/27/2022	PD Office Supplies	222.13

Inv 3508788455 Total 222.13

Inv 3508788456

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Cleaning Supplies for Senior Center	28.65

Inv 3508788456 Total 28.65

0 Total: 7,027.15

**STA5219 - Staples Business Advantage Total:** 7,027.15

**STSM1020 - Studio Spectrum**  
 0 06/15/2022

Check Number	Check Date	Amount
Inv 192113		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2022	City Council / Planning Meeting Production Services: 04/06/22-04	6,370.00
Inv 192113 Total		6,370.00
0 Total:		6,370.00
<b>STSM1020 - Studio Spectrum Total:</b>		6,370.00
<b>SCRR4010 - Superior Court of California, County of LA</b>		
314637	06/15/2022	
Inv April 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Citations processed for the month of April 2022	5,666.50
Inv April 2022 Total		5,666.50
314637 Total:		5,666.50
<b>SCRR4010 - Superior Court of California, County of LA Total:</b>		5,666.50
<b>SWRCB900 - SWRCB</b>		
0	06/15/2022	
Inv LW-1034510		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/22/2021	FY 2022 Drinking Water System Operation Fee	34,250.19
Inv LW-1034510 Total		34,250.19
0 Total:		34,250.19
<b>SWRCB900 - SWRCB Total:</b>		34,250.19
<b>HODE8011 - The Home Depot Pro (Formerly Supply Works)</b>		
314638	06/15/2022	
Inv 685531014		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/13/2022	Foam Hand Sanitizer	196.86
Inv 685531014 Total		196.86
314638 Total:		196.86
<b>HODE8011 - The Home Depot Pro (Formerly Supply Works) Total:</b>		196.86

**LEBE8032 - The Skateside, LLC**

314639            06/15/2022

Inv    8045

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor: The Skateside Beginner Class May 2022	323.70

Inv 8045 Total 323.70

Inv    8055

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Contract Class Instructor: The Skateside After School May 2022	788.05

Inv 8055 Total 788.05

314639 Total: 1,111.75

**LEBE8032 - The Skateside, LLC Total:**

1,111.75

**TAEV9224 - Total Access Elevator Inc.**

314640            06/15/2022

Inv    83094

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2022	Elevator Preventative Maint. May 2022	416.00
05/01/2022	Elevator Preventative Maint. May 2022	327.38
05/01/2022	Elevator Preventative Maint. May 2022	327.37

Inv 83094 Total 1,070.75

314640 Total: 1,070.75

**TAEV9224 - Total Access Elevator Inc. Total:**

1,070.75

**TRSU9235 - TrueLine Construction & Surfacing, Inc.**

314641            06/15/2022

Inv    1933

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2022	Furnish and Install Net Posts at Orange Grove Park Tennis Courts	3,680.00

Inv 1933 Total 3,680.00

314641 Total: 3,680.00

**TRSU9235 - TrueLine Construction & Surfacing, Inc. Total:**

3,680.00

**TSA8011 - Tsai Fong Books, Inc.**

314642            06/15/2022

Check Number	Check Date		Amount
Inv	12568		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/09/2022	Books for Library		190.72
Inv 12568 Total			190.72
314642 Total:			190.72
<b>TSA8011 - Tsai Fong Books, Inc. Total:</b>			190.72
<b>POR4707 - United Site Services, Inc.</b>			
314643	06/15/2022		
Inv	114-13105014		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Skate Park portable toilet services period 05/17/2022-06/13/2022		367.86
Inv 114-13105014 Total			367.86
314643 Total:			367.86
<b>POR4707 - United Site Services, Inc. Total:</b>			367.86
<b>VERW6711 - Verizon Wireless</b>			
314644	06/15/2022		
Inv	9906743841		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/26/2022	AN 842311063-0002 Service (04/18/2022 - 05/17/2022)		715.91
Inv 9906743841 Total			715.91
314644 Total:			715.91
<b>VERW6711 - Verizon Wireless Total:</b>			715.91
<b>VEWI8020 - Vision Electric Wholesale Inc.</b>			
0	06/15/2022		
Inv	1000558		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/14/2022	Electrical Lighting Supplies-PD Firing Range Truck Tool		169.41
Inv 1000558 Total			169.41
Inv	1000607		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/20/2022	Electrical Lighting Hardware-Supplies for Eddie Park		81.77
Inv 1000607 Total			81.77

Check Number	Check Date	Amount
Inv 1000608		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/20/2022	Electrical Lighting Hardware-Receptacle Light bulb at Senior Ctr	27.68
Inv 1000608 Total		27.68
0 Total:		278.86
<b>VEWI8020 - Vision Electric Wholesale Inc. Total:</b>		278.86
<b>ALSWHRL - Wehrle, Alison</b>		
314645	06/15/2022	
Inv 04/28-04/29/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Reimb. Mgmt. Analyst Wehrle for Training Class (04/28-04/29/22)	494.66
Inv 04/28-04/29/22 Total		494.66
314645 Total:		494.66
<b>ALSWHRL - Wehrle, Alison Total:</b>		494.66
<b>KRSWNTA - Wenda, Kristy K.</b>		
314646	06/15/2022	
Inv 121694		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2022	Refunable security deposit for Youth House reservation.	261.00
Inv 121694 Total		261.00
314646 Total:		261.00
<b>KRSWNTA - Wenda, Kristy K. Total:</b>		261.00
<b>WES4152 - West Coast Arborists, Inc.</b>		
0	06/15/2022	
Inv 185427		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/22/2022	Citywide Urban Forestry Services-4/16/2022-4/22/2022	19,280.00
04/22/2022	Citywide Urban Forestry Services-4/16/2022-4/22/2022	480.00
Inv 185427 Total		19,760.00
Inv 185428		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2022	Citywide Urban Forestry Services-4/23/2022-4/30/2022	3,920.00



Check Number	Check Date	Amount
04/30/2022	Citywide Urban Forestry Services-4/23/2022-4/30/2022	17,020.00
Inv 185428 Total		20,940.00
Inv 185429		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2022	Citywide Urban Forestry Services-4/16/2022-4/30/2022	10,065.00
Inv 185429 Total		10,065.00
0 Total:		50,765.00
<b>WES4152 - West Coast Arborists, Inc. Total:</b>		50,765.00
<b>WLHD8020 - Westlake Hardware</b>		
314647	06/15/2022	
Inv 14302505		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/02/2022	Hardware Supplies for Public Works Dep.	35.27
Inv 14302505 Total		35.27
Inv 14302508		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/03/2022	Hardware Supplies-Parks & Recreation-Padlock and chain	89.81
Inv 14302508 Total		89.81
Inv 14302514		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2022	Hardware Supplies-Parks & Recreation-Padlock,chain,safety vest	48.02
Inv 14302514 Total		48.02
Inv 14302516		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2022	Hardware Supplies-Graffiti Remover for Parks	181.77
Inv 14302516 Total		181.77
Inv 14302529		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Hardware Supplies-Touch up supplies for Graves Reservoir	72.77
Inv 14302529 Total		72.77
Inv 14302531		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Hardware Supplies-Rodent Abatement-San Pasqual	303.03

Check Number	Check Date	Amount
Inv 14302531 Total		303.03
Inv 14302532		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Hardware Supplies-PW Yard Microwave-2nd floor	71.66
03/10/2022	Hardware Supplies-PW Yard Microwave-2nd floor	71.65
Inv 14302532 Total		143.31
Inv 14302534		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2022	Hardware Supplies-Arroyo Golf Course sign supplies	43.93
Inv 14302534 Total		43.93
Inv 14302536		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2022	Hardware Supplies-Batteries and timers	77.77
Inv 14302536 Total		77.77
Inv 14302540		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Hardware Supplies-Library Balcony cleaning supplies	140.61
Inv 14302540 Total		140.61
Inv 14302541		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Hardware Supplies-Hardware Anchor Kit	29.77
Inv 14302541 Total		29.77
Inv 14302542		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2022	Hardware Supplies-Fasteners to complete F. H. repair	4.07
Inv 14302542 Total		4.07
Inv 14302543		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2022	Hardware Supplies-Planting at Garfield House	79.36
Inv 14302543 Total		79.36
Inv 14302545		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	Hardware Supplies-Mulch for Garfield Youth House	82.52
Inv 14302545 Total		82.52

Check Number	Check Date	Amount
Inv	14302559	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2022	Hardware Supplies-Paint supplies for Graffiti at Raymond Tank	41.80
Inv 14302559 Total		41.80
Inv	14302590	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	Hardware Supplies-Mulch for City Hall	46.24
Inv 14302590 Total		46.24
Inv	14302608	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	Hardware Supplies-Fire Hydrant paint	133.93
Inv 14302608 Total		133.93
Inv	14302613	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/16/2022	KITCHEN SUPPLIES	55.10
Inv 14302613 Total		55.10
Inv	14302620	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/20/2022	Hardware Supplies-Arroyo Park & Garfield Park Stock	203.12
Inv 14302620 Total		203.12
Inv	14302636	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Hardware Supplies-Street Tree supplies	102.47
Inv 14302636 Total		102.47
Inv	14302638	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Hardware Supplies-Materials for Signs	340.15
Inv 14302638 Total		340.15
Inv	70051824	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2022	Hardware Supplies-Salt Purchase for Wilson Reservoir generator	1,664.20
Inv 70051824 Total		1,664.20
314647 Total:		3,919.02

Check Number	Check Date		Amount
<b>WLHD8020 - Westlake Hardware Total:</b>			3,919.02
<b>WIT6353 - Wittman Enterprises LLC</b>			
314648	06/15/2022		
Inv	2204059		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/26/2022	Paramedic Billing Services; APRIL 2022		5,211.73
Inv 2204059 Total			5,211.73
314648 Total:			5,211.73
<b>WIT6353 - Wittman Enterprises LLC Total:</b>			5,211.73
<b>PUFG8267 - Wong, Pauline</b>			
314649	06/15/2022		
Inv	7988		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Contract Class Instructor International Line Dancing (May 2022)		78.00
Inv 7988 Total			78.00
Inv	8087		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Contract Class Instructor Senior Line Dancing (May 2022)		48.00
Inv 8087 Total			48.00
Inv	8155		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Contract Class Instructor Senior Line Dancing (May 2022)		96.00
Inv 8155 Total			96.00
Inv	8547		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2022	Contract Class Instructor International Line Dancing (May 2022)		26.00
Inv 8547 Total			26.00
314649 Total:			248.00
<b>PUFG8267 - Wong, Pauline Total:</b>			248.00
<b>XXRF5010 - Xerox Financial Services</b>			
314650	06/15/2022		
Inv	3238278		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
05/25/2022	AN 010-0061587-001 Services (05/10/2022-06/09/2022)	2,161.65
Inv 3238278 Total		2,161.65
314650 Total:		2,161.65
<b>XRXF5010 - Xerox Financial Services Total:</b>		2,161.65
<b>YTI1023 - Y Tire Performance LLC</b>		
314651	06/15/2022	
Inv 32941		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Police Department - Automotive Maintenance unit # 0317	337.43
Inv 32941 Total		337.43
Inv 32982		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2022	Police Department - Automotive Maintenance unit # 2198	263.01
Inv 32982 Total		263.01
314651 Total:		600.44
<b>YTI1023 - Y Tire Performance LLC Total:</b>		600.44
<b>ZUMAR103 - Zumar Industries, Inc.</b>		
0	06/15/2022	
Inv 96565		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/29/2022	Harware and Supplies for Street Division	3,555.08
Inv 96565 Total		3,555.08
0 Total:		3,555.08
<b>ZUMAR103 - Zumar Industries, Inc. Total:</b>		3,555.08
Total:		392,361.27

# **ATTACHMENT 4**

## **Online Payments**

City of  
**SOUTH PASADENA**

Online Payment Log			
Date	Vendor	Amount	Description
5/25/2022	UMPQUA Bank	\$15,354.48	Online Payment for City's April 2022 Credit Card Expenses.
6/2/2022	So Cal Edison	\$59,991.16	Online Payment for City's So Cal Edison Accounts.
6/6/2022	Amazon / Synchrony Bank	\$3,017.06	Online Payment for City's Amazon Expenses from 02/11/2022-05/05/2022.

**Total:** **\$78,362.70**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: calvarez  
 Printed: 6/7/2022 6:12 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2602	UMQAMC	UMPQUA Bank (Manual Check)	05/25/2022	
	04.01.2022	Community Services / Smart & Final Camp Med Snacks		46.19
	04.01.2022	Management Services / Municipal Management Assoc. / Staff Development		90.00
	04.01.2022	Police Department / Chevron South Pasadena / Fuel for Motor Officers		26.15
	04.01.2022	PEDU.IO.DELHI / FSLA Training		304.98
	04.01.2022	Community Services / Fuel - So Cal Base Pasadena		39.41
	04.01.2022	Community Services / Fuel - So Cal Base Pasadena		61.27
	04.03.2022	Management Services / Municipal Management Assoc. / Staff Development		30.00
	04.03.2022	Community Services / Fuel - So Cal Base Pasadena		59.16
	04.03.2022	MARKERTEC Video Supply - Library Memory Lab		827.70
	04.03.2022	Library / Party City / Volunteer Recognition Event		60.64
	04.03.2022	Public Works Fuel - So Cal Base Pasadena		43.98
	04.03.2022	Public Works Fuel - So Cal Base Pasadena		25.55
	04.03.2022	Library / Smart & Final / Volunteer Recognition Supplies		41.72
	04.03.2022	Public Works Fuel - So Cal Base Pasadena		50.55
	04.03.2022	Public Works Fuel - So Cal Base Pasadena		32.36
	04.04.2022	Community Services / OTC Brands Inc. Spring Event		91.01
	04.04.2022	Community Services / Canva Software Fee		119.90
	04.04.2022	Community Services / OTC Brands Inc. Spring Event		82.67
	04.05.2022	City Manager's Office / Women in Leadership Membership for Mary Jerjian		50.00
	04.05.2022	City Manager's Office / MMA Membership for Domenica Megerdichian		90.00
	04.05.2022	Police Department / Chevron South Pasadena / Fuel for Motor Officers		25.24
	04.05.2022	City Manager's Office / Women in Leadership Membership for Armine Chaparyan		50.00
	04.05.2022	City Manager's Office / Women in Leadership Membership for Dominican Megerdichian		50.00
	04.05.2022	City Manager's Office / Membership for Armine Chaparyan		210.00
	04.05.2022	Community Services / LCM News Inc - South Pasadena Review Subscription		99.00
	04.05.2022	City Manager's Office / MMA Membership for Mary Jerjian		90.00
	04.05.2022	City Manager's Office / Women in Leadership Membership for Tamara Binns		50.00
	04.06.2022	Management Services / Day Translations / Redistricting		155.72
	04.06.2022	Community Services / Fuel - So Cal Base Pasadena		63.35
	04.06.2022	Library / COSUGI / SirsiDynix User Group Conference		100.00
	04.07.2022	Police Department / Chevron South Pasadena / Fuel for Motor Officers		36.11
	04.07.2022	City Manager's Office / Vons / Food For Middle Managers Quarterly Meeting		66.93
	04.07.2022	Police Department / Chevron South Pasadena / Fuel for Motor Officers		25.52
	04.07.2022	Management Services / Tomato Pie Pizza / Council Dinner 04/06/2022		97.97
	04.07.2022	Library / Trader Joes / Volunteer Recognition Event		71.72
	04.08.2022	Public Works Fuel - So Cal Base Pasadena		59.84
	04.08.2022	Community Services / Smart & Final Camp Med Snacks		52.20
	04.08.2022	Library / Trader Joes / Volunteer Recognition Event		92.43
	04.08.2022	Community Development / Zoom		446.11
	04.08.2022	Management Services / ICMA Online / Credit Memo		-150.00
	04.08.2022	City Manager's Office / Staff Lunch for Budget Meetings - Panera		212.16
	04.08.2022	Management Services / ICMA Online / Credit Memo		-150.00
	04.10.2022	Community Services / Fuel - So Cal Base Pasadena		53.18
	04.10.2022	Community Services / Fuel - So Cal Base Pasadena		70.15
	04.10.2022	Community Services / Fuel - So Cal Base Pasadena		23.90
	04.10.2022	Fire Dept. / Supplycache.com / Update to Incident Response Guides		246.21
	04.10.2022	Community Services / Aloha Princess Parties - Easter Event		170.00
	04.10.2022	Community Services / Fuel - So Cal Base Pasadena		52.92



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
04.12.2022		Management Services / Dropbox Annual Subscription		1,200.00
04.12.2022		City Manager's Office / CA Association for Local Enconmic Development Membership		570.00
04.13.2022		Management Services / Day Translations / Redistricting		30.94
04.13.2022		Community Services / Fuel - So Cal Base Pasadena		75.00
04.14.2022		Community Services / Grocery Outlet - Camp Snacks		150.64
04.14.2022		Fire Dept. / Fire scope / Field Operations Guide Book		238.98
04.14.2022		Public Works Fuel - So Cal Base Pasadena		28.06
04.14.2022		City Manager's Office / Credit Memo from MMASC and SGVCMA Meeting		-30.00
04.14.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		22.59
04.14.2022		Public Works Fuel - So Cal Base Pasadena		45.27
04.14.2022		City Manager's Office / Gus's BBQ - Lunch for City Interview Panel		118.55
04.14.2022		Public Works Fuel - So Cal Base Pasadena		35.86
04.15.2022		Community Services / Drug & Alcohol Clearinghouse Database		3.75
04.15.2022		Community Services / Smart & Final Camp Med Snacks		159.57
04.15.2022		Fire Dept. / AutoZone / Flat Tire Repair		14.00
04.15.2022		Community Services / Big Lots - Spring Event Supplies		129.42
04.17.2022		Library / Crowdcast / Virtual Presentation Program		10.00
04.17.2022		Community Services / Fuel - So Cal Base Pasadena		62.46
04.17.2022		Management Services / Forbes HR Council / Staff Development		2,650.00
04.17.2022		Community Services / Amazon Marketplace - Easter Games		71.46
04.17.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		21.74
04.17.2022		Community Services / TB Tim Lacante DJ Services		125.00
04.18.2022		Fire Dept. / Capistrano / Tire Repair on Staff Vehicle		30.00
04.18.2022		Fire Dept. / Westlake / Office Supplies for Fire Chief's Office		52.43
04.20.2022		City Manager's Office / CalCities LA County City Manager General Membership/Conf.		90.00
04.20.2022		Community Services / TB Tim Lacante DJ Services		125.00
04.21.2022		City Manager's Office / Working Lunch for Budget - Mike and Anne's		78.84
04.21.2022		Management Services / Caf X20 / Council Dinner 04/20/2022		99.22
04.21.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		23.97
04.21.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		26.31
04.21.2022		Community Services / Hobby Lobby - Centerpieces		120.41
04.22.2022		CA Park & Rec Society Memberships		230.00
04.22.2022		CA Park & Rec Society Memberships		650.00
04.22.2022		CA Park & Rec Society Memberships		465.00
04.22.2022		Library / Little Free Library / Teen Advisory Board		108.54
04.22.2022		CA Park & Rec Society Memberships		135.00
04.24.2022		Gus's BBQ - South Pasadena - Arroyo Verdugo Legislation Meeting Host Lunch		155.57
04.24.2022		Library / Projector Lamps USA / Digital Projector Replacement Lamp		51.94
04.24.2022		When to Work Inc. - Community Services Membership		360.00
04.26.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		25.57
04.26.2022		City Manager's Office / CalCities Legislative Conference - 05/11-05/31/2022 for T. Binns		625.00
04.26.2022		City Manager's Office / League of CA Women Voters Membership for CM Staff		400.00
04.27.2022		City Manager's Office / Southwest Airlines Return Flight		25.00
04.27.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		32.43
04.27.2022		City Manager's Office / Southwest Airlines Flight to CalCities Legislative Conference		187.96
04.27.2022		City Manager's Office / Uber Eats / La Manorca Baker Expense		25.60
04.27.2022		City Manager's Office / CA Association for Local Enconmic Development Conference		495.00
04.27.2022		City Manager's Office / Southwest Airlines Departing Flight		25.00
04.27.2022		City Manager's Office / LAEDC 88 Cities Summit - Parking		22.00
04.28.2022		City Manager's Office / Working Lunch - Panera Bread		128.70
04.28.2022		Management Services / The Munch CO. / Council Dinner 04/27/2022		77.18
04.28.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		22.40
04.29.2022		Police Department / Chevron South Pasadena / Fuel for Motor Officers		33.22
04.29.2022		City Manager's Office / CalCities African American Caucus Membership for T. Binns		150.00
Total for Check Number 2602:				15,354.48
Total for 5/25/2022:				15,354.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
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Report Total (1 checks):

15,354.48

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

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 06/07/2022 - 11:56AM  
 Batch: 00002.06.2022



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: FALLOFFU	Fallen Officers Fund									
Check No: 314577	Check Date: 06/07/2022									
101-4010-4011-8200-000	250.00	0016	05/11/2022	SCGC 2022 Training for Officer Pech - 05/31/2022-06/03/2022					No	0
Check Total:	250.00									
Vendor Total:	250.00									
Vendor: TDCS4010	Third Degree Communications,									
Check No: 313925	Check Date: 02/16/2022									
101-4010-4011-8210-000	525.00	9963	08/07/2021	Training Class on Internal Affairs - Re-Issue					No	0
Check Total:	525.00									
Vendor Total:	525.00									
Report Total:	775.00									

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

# Payroll

## Payroll Summary Report



**Payroll Date:** 5/27/2022 Regular

Checks	\$	1,981.29
Direct Deposits	\$	444,604.27
IRS Payments	\$	85,197.66
EDD - State of CA	\$	24,324.73
PERS Pension	\$	112,946.67
Deferred Comp	\$	23,038.39
PERS Health	\$	170,477.72

**Subtotal:** \$ 862,570.73

**Grand Total:** \$ 862,570.73



# City Council Agenda Report

ITEM NO. 8

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Lucy Demirjian, Management Services Director  
Christina Muñoz, Deputy City Clerk

**SUBJECT:** **Approval of Resolutions and Related Matters for the General Municipal Election on November 8, 2022, Consolidating with the County of Los Angeles for the Election of Certain Officers**

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## Recommendation

It is recommended that the City Council adopt the following resolutions related to the November 8, 2022, General Municipal Election:

1. Resolution calling and giving notice of the holding of a General Municipal Election, Tuesday, November 8, 2022, for the election of certain officers;
2. Resolution approving consolidation of election with the Board of Supervisors of the County of Los Angeles; and
3. Resolution adopting regulations for candidates' statements.

## Background

The 2022 General Municipal Election will be held on November 8, 2022, and a standard resolution for calling and conducting an election consolidated with the County are attached. The resolution for regulations for candidates' statements is in line with previous standards.

The following seats will be on the ballot:

- City Council (District 4)
- City Council (District 5)
- City Treasurer (At-Large)

The nomination period for elective offices will commence on Monday, July 18, 2022, until Friday August 12, 2022 (California Election Code § 13307). Should an incumbent not file or qualify by August 12, the deadline will be extended to Wednesday, August 17, 2022, for persons other than the incumbent (California Election Code § 10225). Prospective candidates are requested to make an appointment with the City Clerk's Office to pull or file nomination documents.

Earlier this year, the City conducted redistricting for the first time since adopting City Council Districts in 2017. At the April 6, 2022, City Council meeting the Council adopted

a new map, and adjusted district lines. The new districts do not change the following seats that will be up for election in November 2022: District 4 (Mayor Cacciotti), and District 5 (Councilmember Mahmud).

### **Analysis**

Pursuant to state law, the City is required to hold a General Municipal Election in November of even-numbered years. As with previous elections, this election will be consolidated with the state-wide election with the Los Angeles County Registrar-Recorder/County Clerk.

The deadline for jurisdictions to call to adopt a resolution calling a local election and regulating candidate statements is July 11, 2022. The last day to file resolutions requesting consolidation and adding a ballot measure is August 12, 2022.

### **Next Steps**

1. Once the resolutions have been adopted, staff will forward fully executed copies to the Los Angeles County Registrar-Recorder/County Clerk.
2. Staff will publish appropriate Election Notices as required by law.

### **Community Outreach**

Election notices will be published in the *South Pasadena Review* or *Pasadena Star News* along with the required languages of Korean, Spanish, and Chinese in *The Korea Times*, *La Opinion*, and *World Journal*.

### **Fiscal Impact**

The cost for the Los Angeles County Registrar-Recorder/County Clerk to conduct the election for the City of South Pasadena has yet to be determined. The County has not provided elections cost estimates for the November 8, 2022, election as there is a number of undetermined factors. Estimated funds for the cost of the election are included in the proposed Fiscal Year 2022-23 budget under account number 101-2020-2022-8170.

### **Attachments:**

1. Resolution Calling and Giving Notice of Election and Requesting Consolidation with the LA County
2. Resolution Approving Consolidation of Election with the Board of Supervisors of the County of Los Angeles
3. Resolution Adopting Regulations for Candidate Statements
4. Council District Map, adopted April 6, 2022



**ATTACHMENT 1**  
Resolution – Calling of November 8, 2022  
General Municipal Election

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

**WHEREAS**, under the provisions of the laws relating to General Law Cities in the State of California, a City of South Pasadena (City) General Municipal Election shall be held on Tuesday, November 8, 2022, for the election of Municipal Officers.

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

**SECTION 1.** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of South Pasadena, California, on Tuesday, November 8, 2022 a General Municipal Election for the purpose of electing

Councilmember, 4<sup>th</sup> District, Full Term of Four Years  
Councilmember, 5<sup>th</sup> District, Full Term of Four Years  
City Treasurer, At- Large, Full Term of Four Years

**SECTION 5.** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 6.** The City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 7.** The vote centers for the election shall be open as required during the identified voting period pursuant to California Elections Code sections 4007 and 14401.

**SECTION 8.** That in all particulars not recited in this resolution, the General Municipal Election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 9.** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 10.** That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Los Angeles Registrar-Recorder/County Clerk, the City Council, in accordance with Elections Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

**SECTION 11.** That the City Council authorizes the City Clerk to administer said election, as conducted by the County of Los Angeles Registrar-Recorder/County Clerk, and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 12.** That 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 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina A. Muñoz  
Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina A. Muñoz, Deputy City Clerk

**ATTACHMENT 2**  
Resolution - Consolidation with LA County

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

**WHEREAS**, a General Municipal Election is to be held in the City of South Pasadena, California, on Tuesday, November 8, 2022; and

**WHEREAS**, in the course of conduct of the election it is necessary for the City to request services of the County; and

**WHEREAS**, all necessary expenses in performing these services shall be paid by the City of City of South Pasadena.

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

**SECTION 1.** That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places (vote centers) and poll workers the county uses for their elections;
3. The voter record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
  - a. Produce labels for vote-by-mail voters;
  - b. Produce labels for voter information guides;
  - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to state law.

**SECTION 2.** That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

**SECTION 3.** That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

**SECTION 4.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED ON** this 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina A. Muñoz, Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina A. Muñoz, Deputy City Clerk

**ATTACHMENT 3**  
Resolution – Regulations for Candidate  
Statements

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

**WHEREAS**, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

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

**SECTION 1. GENERAL PROVISIONS.** That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of South Pasadena (on November 8, 2022) may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed [in typewritten form] in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**SECTION 2. FOREIGN LANGUAGE POLICY**

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Los Angeles (County). The County is required to translate candidates' statements into the following languages: Armenian, Chinese, Cambodian/Khmer, Farsi, Korean, Spanish, Tagalog/Filipino, and Vietnamese. The County will also translate candidates' statements into four supported languages: Hindi, Japanese, Thai, and Russian.
- B. The County will print and mail sample ballots in English to all registered voters. If the candidate submits a candidate's statement for the sample ballot, the County can include a Spanish translation of the statement—if the candidate requests this and agrees to pay for the printing. Otherwise, Spanish-language sample ballots, which include all candidates' statements, will be sent to those on the County voter file as having requested a sample ballot in Spanish (required for the City of South



Pasadena). The County will also make such sample ballots available through its website and its multilingual hotline.

- C. The County will mail separate sample ballots, which include candidates' statements, in Chinese and Korean to those voters who are on the County voter file as having requested a sample ballot in Chinese or Korean (required for the City of South Pasadena). The County will also make such sample ballots available through its website and its multilingual hotline.
- D. The County will make the sample ballot available in the remainder of the languages required by law, i.e., Japanese, Tagalog, Vietnamese, Thai, Hindi, and Khmer, which are not required in South Pasadena, through its website.
- E. The County will make the sample ballots, which include all candidates' statements, available at all polling places in Spanish, Chinese, and Korean. Language assistance in nine required languages is available at the polling places from the County of Los Angeles through the multilingual hotline.

### **SECTION 3. PAYMENT**

#### **A. Translations:**

1. The candidate shall not be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in Section 2 above pursuant to Federal and/or State law.

#### **B. Printing:**

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in Spanish in the main voter pamphlet.
3. The candidate shall not be required to pay for the cost of printing the candidate's statement in a required language in the translated sample ballot (not in the main voter pamphlet mailed to all voters).

The City Clerk shall obtain an estimate from the County of the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the

balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

**SECTION 4. MISCELLANEOUS.**

- A. Candidates' statements will be translated by translators qualified by the County.
- B. The County will determine various formatting styles permitted in the candidates' statements, e.g., bold type, capitalization, bullets.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections as determined by the County.

**SECTION 5. ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the voter information guide.

**SECTION 6.** That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 7.** That all previous resolutions establishing council policy on payment for candidates' statements are repealed.

**SECTION 8.** That this resolution shall apply only to the election to be held on November 8, 2022 and shall then be repealed.

**SECTION 9.** That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED ON** this 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina A. Muñoz, Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

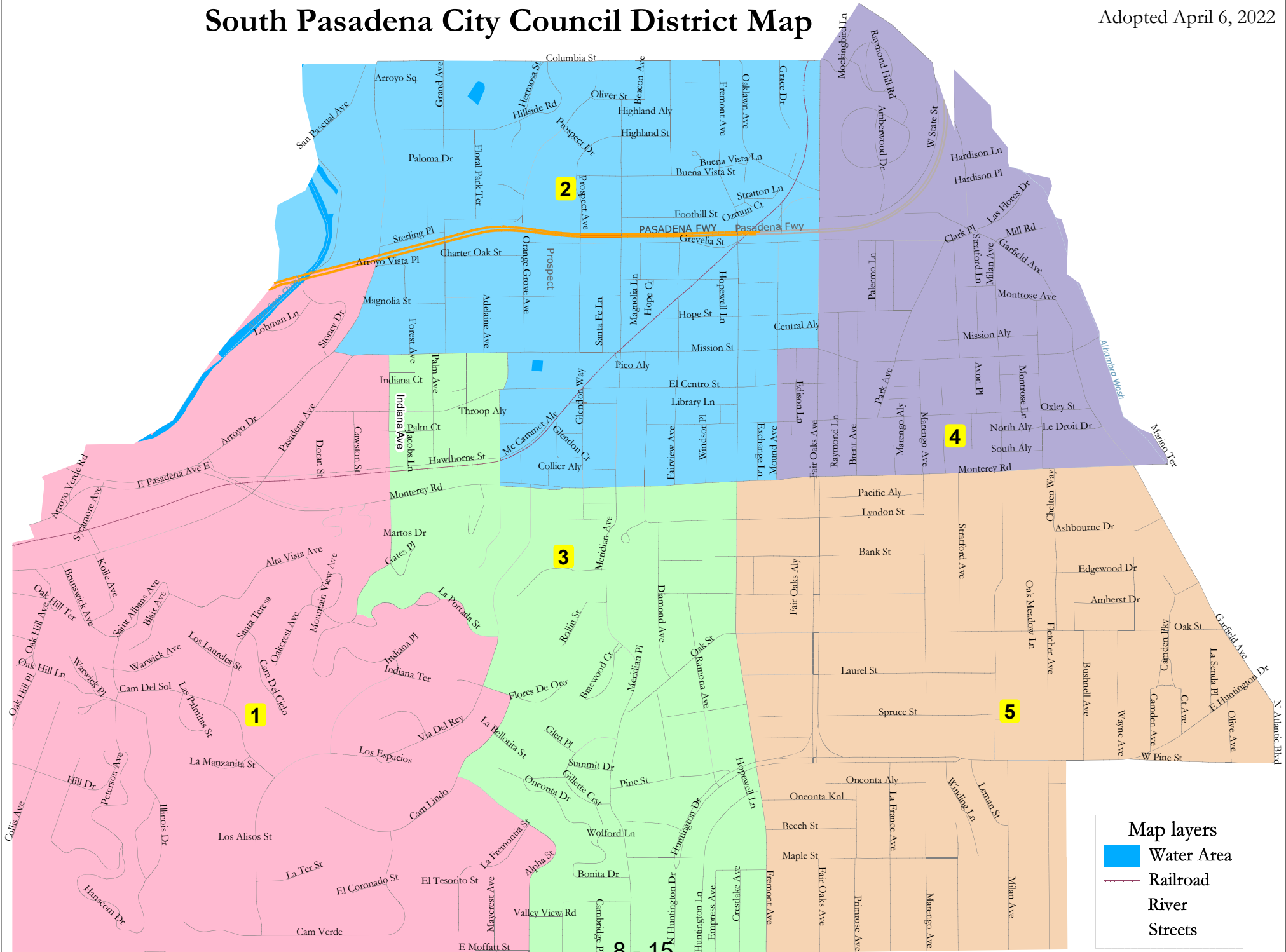
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Christina A. Muñoz, Deputy City Clerk

**ATTACHMENT 4**  
City Council District Maps  
(Adopted April 6, 2022)

# South Pasadena City Council District Map

Adopted April 6, 2022



**Map layers**

- Water Area
- Railroad
- River
- Streets



# City Council Agenda Report

ITEM NO. 9

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Domenica K. Megerdichian, Deputy City Manager  
Mary Jerejian, Management Analyst

**SUBJECT:** **Second Reading of an Ordinance for the Creation of a Community Services Commission, and Change to the Meeting Frequency of the Public Arts Commission Meetings**

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## Recommendation

It is recommended that the City Council approve the consolidation of the Youth, Senior Citizen, and Parks and Recreation Commissions into a Community Services Commission, and approve a change to the frequency of meetings of the Public Arts Commission by adopting an ordinance amending Chapter 2 of the City Code.

## Background

At the Special City Council meeting of February 23, 2022 and the City Council meeting of April 6, 2022, staff presented a comprehensive citywide commission analysis to the City Council. The analysis included data on the number of commissions and committees, frequency of meetings, workload for staff, provided established and best practices from other municipalities, and suggested opportunities for efficiencies. Following City Council direction, this item seeks to codify the changes discussed.

At the April 6, 2022 Council Meeting, the City Council voted to:

- Consolidate the Youth, Senior Citizen, and Parks and Recreation Commissions to create a seven-member Community Services Commission, and to reserve or prioritize one seat each on the new Commission for members of youth and senior populations;
- Reduce the frequency of meetings for the Public Arts Commission to quarterly or on an as-needed basis;
- Dissolve the Animal Commission, and requested that the City Manager call for interested residents to come together in an advisory capacity for future animal-related items and efforts;
- Dissolve the Finance Ad Hoc Committee upon completion of their anticipated final report to the City Manager; and
- Dissolve the Economic Development Committee.

## Analysis

If approved, the Community Services Commission would advise the City Council on matters pertaining to youth, senior citizens, and all matters related to parks and public

recreation in the City. The current five-seat Parks and Recreation Commission will be expanded to a seven-seat Commission, and will follow a revised and combined scope of work. The current members of the Parks and Recreation Commission will join the Community Services Commission, and priority will be given to one or more members to be appointed to the commission from the youth and senior populations, in an effort to ensure representation of the community's sub-populations that the new Commission will focus and serve.

Currently, the Public Arts Commission meets on a monthly basis. The attached ordinance codifies the change requested by the City Council to reduce the meeting frequency of this commission to once a quarter, or on an as-needed basis.

The attached ordinance also combines the scopes of work of the Youth, Senior and Parks and Recreation Commissions to form one consolidated Community Services Commission, and reserves or prioritizes a seat for a member of youth and senior populations. Once approved, this ordinance will codify the changes approved by the City Council. Staff will prepare to return to City Council with any Commission related appointments or items as they arise.

At the May 18, 2022 Introduction and First Reading of this ordinance, Councilmember Mahmud included some suggested edits to the ordinance. At the June 1, 2022 review of this report and draft ordinance, Councilmember Mahmud recommended changes that were adopted by the City Council as reintroduced. This second reading reflects the City Council-approved amendments discussed at the June 1, 2022 Council Meeting.

### **Fiscal Impact**

There is a cost savings by way of staff time in consolidating commissions or possibly reducing frequency of commission meetings.

### **Public Noticing**

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. A public hearing will be noticed for second reading of the ordinance.

Attachment: Redlined Version of Ordinance

**ATTACHMENT 1**  
Redlined Version of Ordinance



**CITY OF SOUTH PASADENA  
ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AMENDING SECTIONS 2.44 THROUGH 2.46 OF ARTICLE IVC  
“PARKS AND RECREATION” OF CHAPTER 2,  
SECTION 2.24 AND 2.30 OF ARTICLE IV “BOARDS AND  
COMMISSIONS”, ARTICLE IVE “ANIMAL COMMISSION”,  
SECTION 2.79-11 OF ARTICLE IVL “PUBLIC ARTS COMMISSION”,  
AND ARTICLE IVF “SENIOR CITIZEN COMMISSION”,  
OF THE SOUTH PASADENA MUNICIPAL CODE  
TO REFLECT CITY COUNCIL’S DIRECTION IN CONSOLIDATING  
CITY’S YOUTH, PARKS AND RECREATION, AND SENIOR  
COMMISSIONS TO COMMUNITY SERVICES COMMISSION AND  
REDUCING FREQUENCY OF THE PUBLIC ARTS COMMISSIONS.**

**WHEREAS**, the City of South Pasadena has eleven commissions and the Library Board of Trustees codified under Chapter 2 of the Code of the City of South Pasadena;

**WHEREAS**, the City of South Pasadena conducted a Special Meeting on February 23, 2022 to discuss City Commissions;

**WHEREAS**, the City Council of South Pasadena again met on April 6, 2022 to discuss further analysis of City Commissions;

**WHEREAS**, an analysis was provided to City Council presenting the number of commissions and committees, frequency of those meetings, staff workload related to such, and best practices from other municipalities;

**WHEREAS**, the City Council of South Pasadena provided direction to consolidate the Youth, Senior, and Parks and Recreation Commissions to create a seven-member Community Services Commission;

**WHEREAS**, this Community Services Commission will reserve or prioritize one seat each for members of youth and senior populations of the South Pasadena;

**WHEREAS**, this Community Services Commission will have combined scopes of work of the Youth, Senior, and Parks and Recreation Commission;

**WHEREAS**, the City Council of South Pasadena provided direction to reduce the frequency of the Public Art Commission from monthly to quarterly, or on an as-needed basis.

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

**SECTION 1.** Article IVC. Parks and Recreation is hereby amended to be renamed “Community Services Commission” and sections 2.44 through 2.46 amended therein:

**ARTICLE IVC. ~~PARKS AND RECREATION~~ COMMUNITY SERVICES  
COMMISSION**

**2.44 Creation.**

There is created and established a ~~parcs and recreation~~ community services commission of the city to address the city’s senior citizen, youth, and general populations needs for recreational and other services.

**2.45 Composition; School district representative.**

The commission shall consist of seven members who shall be appointed pursuant to SPMC 2.23. To encourage representation of the senior community, one or more members shall be ~~a member of the city’s senior citizen population~~ ages 55 or older. To encourage representation of the youth community, one or more members shall be between the ages of fourteen and eighteen. The school district may appoint a non-voting representative to advise the commission on issues related to city sponsored youth services and recreation activities.

**2.46 Powers and duties.**

The powers and duties of the ~~parcs and recreation~~ Community Services Commission shall be to:

(a) Act in advisory capacity to the city council and director of and the community services department in all matters pertaining to activities promoting the health, interests and well-being of the city’s senior citizen and youth populations, and all matters pertaining to parks and public recreation; and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreation planning and programming;

(b) Recommend policies for the control, management, and use of community services facilities, subject to review of the community services director and approval by the city council; ~~Formulate and propose policies on recreation services for approval by the city council;~~

(c) Recommend the acquisition, use, and relinquishment of community services facilities and services for city council consideration;

~~Assist the city manager in preparing the minimum qualifications for the position of the community services department; and assist in formulating a job description for the position;~~

(d) Advise the ~~City Council~~ director of the community services department on ~~problems of administration,~~ development of recreation areas, facilities, programs and improved recreation services;

(e) Recommend the adoption of standards on organizations, personnel, areas and facilities, program and financial support;

(f) Take periodic inventories of community recreation services that exist or may be needed and interpret the needs of the public to the city council and to the director of the community services department;

~~(g) Aid in coordinating the recreation services with the programs of other governmental agencies and voluntary organizations;~~

~~(h) Assist the city manager to the extent requested in making periodic appraisals of the effectiveness of the director and staff in administering the program;~~

~~(i)(g)~~ Inform the public of the policies and functions of community services programs ~~the parks and recreation program~~ as directed by the city council;

~~(j)(h)~~ Inform, advise and cooperate with boards of education and boards of school trustees of school districts comprising a part of the city or being immediately adjacent to the city to the extent that such information, advice and cooperation shall be proper and desirable in preparing, revising or carrying out the ~~park or recreation programs~~ of the City's Community Services Department.

**SECTION 2.** Section 2.24 "Eligibility for membership" of Article IV. Boards and Commissions are amended as follows:

**2.24 Eligibility for membership.**

(a) To be eligible for appointment or retention on any board or commission, a citizen must be and must maintain his or her status as a resident of the city, with a strong commitment and demonstrated ability to work in a collaborative manner with other commission members and city staff. Elected city officials/employees are not eligible for membership on any board or commission. No individual shall serve on more than one board or commission at the same time. Notwithstanding the aforementioned prohibition of serving on more than one board or commission at the same time, in the event that a committee or other body is merged with a board or commission or is redesignated as a board or commission, the city council may waive this prohibition for any incumbent members of said committee or body. Said waiver shall be in effect until expiration of the commissioner's term on either commission, whichever commission term expires first.

(b) To be eligible for appointment to any board or commission as a nonvoting youth member, a citizen must be and must maintain his or her status as a resident of the city and be between the ages of fourteen and eighteen years old. No youth member shall serve on more than one board or commission at the same time.

**SECTION 3.** Section 2.30 “Quorum” of Article IV. Boards and Commissions are amended as follows:

**2.30 Quorum.**

With the exception of the ~~community redevelopment commission~~ the public safety commission, the community services commission, and the natural resources and environmental commission, three members of any board or commission shall constitute a quorum. In the event that vacancies exist on a five-member body, three members must be in attendance to achieve a quorum. Four members shall constitute a quorum and a majority vote for the ~~community redevelopment commission and a quorum for~~ the public safety commission, the community services commission, and the natural resources and environmental commission.

**SECTION 4.** Article IVE. Animal Commission is deleted in its entirety:

**ARTICLE IVE. RESERVED ANIMAL COMMISSION**

**2.51 – 2.53 RESERVED Creation.**

~~There is hereby created an animal commission.~~

**2.52 Meetings.**

~~The animal commission shall hold a maximum of six regular meetings per calendar year. The commission shall adopt a schedule of meetings each year, consistent with this section.~~

**2.53 Powers and duties.**

~~The powers and duties of the animal commission shall be to:~~

- ~~(a) Act in advisory capacity to the city council in all matters pertaining to animals and to cooperate with other governmental agencies and civic groups in the advancement of sound animal planning and programming;~~
- ~~(b) Formulate and propose policies on animal services for approval by the city council;~~
- ~~(c) Recommend the adoption of standards on organizations, personnel, areas and facilities, program and financial support;~~
- ~~(d) Make periodic inventories of animal services that exist or may be needed and interpret the needs of the public to the city council;~~
- ~~(e) Aid in coordinating the animal services with the programs of other governmental agencies and voluntary organizations;~~
- ~~(f) Inform the public of the policies and functions of the animal program as directed by the city council.~~

**SECTION 5.** Section 2.79-11 “Meetings” of Article IVL. Public Arts Commission is hereby amended:

## **2.79-11 Meetings**

The public art commission shall hold up to one regular meeting each ~~month~~ quarter, on an as-needed basis. The chair may call for a special meeting if needed with concurrence of the commission.

**SECTION 6.** Article IVF. Senior Citizen Commission is deleted:

## **ARTICLE IVF. RESERVED SENIOR CITIZEN COMMISSION**

### **2.54 RESERVED Creation.**

~~There is hereby created a senior citizen commission.~~

### **2.55 RESERVED Powers and duties**

~~The powers and duties of the commission shall be to:~~

- ~~(a) Act in advisory capacity to the city council in all matters pertaining to senior citizens and to cooperate with other governmental agencies and civic groups in the advancement of senior citizen planning and programming;~~
- ~~(b) Formulate and propose policies on senior citizen services for approval by the city council;~~
- ~~(c) Recommend the adoption of standards on organizations, personnel, areas and facilities, program and financial support;~~
- ~~(d) Make periodic inventories of senior citizen programs, facilities and services that exist or may be needed and interpret the needs of the public to the city council;~~
- ~~(e) Aid in coordinating the senior citizen services with the programs of other governmental agencies and voluntary organizations;~~
- ~~(f) Inform the public of the policies and functions of the senior citizen program as directed by the city council;~~
- ~~(g) Formulate policies for the control, management and use of senior citizen facilities, subject to approval by the city council;~~
- ~~(h) Recommend the acquisition, use and relinquishment of senior citizen facilities and services, for council consideration.~~

**SECTION 7. SEVERABILITY.** If any portion or provision of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the validity of the remaining portions or provisions or their application and, to this end, the provisions of this Ordinance are severable.

**SECTION 8.** This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED AND ADOPTED** on this 15<sup>th</sup> day of June, 2022.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

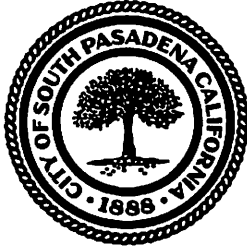
\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney



# City Council Agenda Report

ITEM NO. 10

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Lucy Demirjian, Director of Management Services  
Aleks R. Giragosian, Senior Counsel

**SUBJECT:** **Adoption of a Resolution Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City**

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## Recommendation

It is recommended that the City Council approve the attached authorizing remote teleconference meetings of the legislative bodies of the City.

## Background

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Executive Orders—N-25-20, N-29-20, and N-35-20 (Brown Act Orders) waived requirements in the Brown Act expressly or impliedly requiring the physical presence of city councilmembers, staff, or the public at local agency meetings. Specifically, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 rescinds the Brown Act Orders, effective September 30, 2021.

On March 18, 2020, pursuant to Government Code Section 8630(c), the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency,

restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things.

On September 16, 2021, Governor Newsom signed AB 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the Brown Act Orders. Unlike the Brown Act Orders, AB 361 requires the City to make affirmative findings to take advantage of the more flexible teleconferencing standards.

AB 361 added Government Code section 54953, subdivision (e)(3), which states:

“If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference ... the legislative body shall, not later than 30 days after teleconferencing for the first time ... and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.”

The attached resolution makes the necessary findings authorizing the City to use teleconferenced meetings for the next 30 days. The City will need to adopt a resolution finding a public need to host teleconferenced meetings at subsequent meetings if it desires to maintain fully remote or hybrid meetings.

The proposed actions to preserve life, property, and public order are consistent with California Government Code section 8634 and South Pasadena Municipal Code Chapter 11.

The City of South Pasadena is committed to keeping our community safe amidst the recent surges in COVID-19 cases. Since the June 15 reopening of everyday activities in the State of California, there was a nationwide rise in new COVID-19 cases because of the more contagious Delta and Omicron variants. The Los Angeles County Department of Public Health continues to track variant cases in Los Angeles County.

In response to drastic increases in cases and resultant hospitalizations, and to lessen the severity of the Omicron and Delta variant surge in Los Angeles County and protect against overwhelming the health care delivery system, the Los Angeles County Public Health Officer issued a revised order on December 31, 2021, revising Isolation and Quarantine Requirements to mainly align with the State Public Health Officer’s revised Guidance issued December 30, 2021.



On January 10, 2022, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, revising the Isolation and Quarantine Requirements to align with the State Public Health Officer's revised Guidance for Local Health Jurisdictions on Isolation and Quarantine of the General Public, released on January 8, 2022.

The County of Los Angeles is currently experiencing increases in COVID-19 cases and test positivity rates, and related hospitalizations are no longer in decline. The percentage of cases caused by the more easily transmitted BA.2 and BA.2.12.1 subvariant, which can cause mild or asymptomatic illness in vaccinated people if they get infected, has raised concern. Subvariant BA.4 and BA.5, known to be highly infectious and evade some of the vaccine protection, have been seen across the state and are being monitored by Health officials.

On April 22, 2022, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, Post Winter Surge Community Monitoring and Continued Response Measures, to require masks in all public transit within the County.

### **Analysis**

For the past few weeks, COVID-19 cases in Los Angeles County have surged with the highly transmissible Omicron variant of the virus. The City has implemented several precautionary measures to ensure the health and safety of the community, including a return to fully virtual meetings of legislative bodies during the months of January and February.

City facilities are open and municipal services are available to residents and businesses. Appointments are highly encouraged and online services are available to continue to provide services to the community. In-person events have been cancelled or postponed to prevent the spread of the virus.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361) which amends the Ralph M. Brown Act to allow meetings of legislative bodies to be conducted via teleconference under certain conditions.

AB 361 allows a local agency legislative body to hold a meeting utilizing teleconferencing without complying with the Brown Act's standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances are present:

- State or local officials have imposed or recommended measures to promote social distancing.
- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

- The legislative body has determined by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If those circumstances are met and the City passes a resolution authorizing holding meetings by teleconference, then the City may hold meetings by teleconference if they comply with the following standards:

- Notice of the meeting must be given as required by the Brown Act.
- The agenda must state how members of the public can access the meeting and offer public comment, including attendance by call-in option and/or internet-based service option. If the meeting broadcast or access to participation is disrupted (e.g., by technology issues), the City cannot take further action on agenda items until public access to the meeting is restored.
- The City cannot require public comments be submitted in advance of the meeting, but instead must provide an opportunity for real-time participation by members of the public. The City can encourage public comment be submitted before meetings.
- If the City provides a timed public comment period for each agenda item (i.e., 20 minutes per item), it cannot close public comment until that time period has concluded. If the City does not provide a timed public comment period for each agenda item, then it must allow a reasonable amount of time for members of the public to participate.

Due to the recent increases in COVID-19 transmission rates, and concerns regarding the health of officials and the public required to attend in-person meetings, the attached resolution allowing remote participation at public meetings is recommended.

### **Fiscal Impact**

With the State declaration of a health emergency, local COVID-19 response efforts may be eligible for state or federal reimbursement. The costs of responding to COVID-19 are unknown at this time due to evolving conditions but are being tracked by staff. The costs of conducting teleconference meetings have been factored into the City's budget.

Attachment: City Council Resolution

**ATTACHMENT**

City Council Resolution

**CITY OF SOUTH PASADENA  
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF  
THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA  
FOR THE PERIOD OF JUNE 16, 2022 THROUGH JULY 15, 2022,  
PURSUANT TO BROWN ACT PROVISIONS**

**WHEREAS**, the City of South Pasadena is committed to preserving and nurturing public access and participation in the meetings of its legislative bodies; and

**WHEREAS**, all meetings of the City of South Pasadena's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID; and

**WHEREAS**, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19; and

**WHEREAS**, on March 18, 2020, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things; and the South Pasadena City Council renewed the declaration of local

emergency on May 6, 2020 (Resolution No. 7648), June 17, 2020 (Resolution No. 7657), August 5, 2020 (Resolution No. 7669), August 19, 2020 (Resolution No. 7678), October 21, 2020 (Resolution No. 7685), December 16, 2020 (Resolution No. 7690), February 17, 2021 (Resolution No. 7703), April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), September 15, 2021 (Resolution No. 7732), November 3, 2021 (Resolution Nos. 7734 and 7739), December 1, 2021 (Resolution No. 7741), December 15, 2021 (Resolution No. 7743), January 12, 2022 (Resolution No. 7746), February 2, 2022 (Resolution No. 7749), March 2, 2022 (Resolution No. 7755), and May 18, 2022 (Resolution No. 7764); and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the Brown Act Orders; and

**WHEREAS**, the County of Los Angeles is currently experiencing increases in COVID-19 cases and test positivity rates, and related hospitalizations are no longer in decline. The percentage of cases caused by the more easily transmitted BA.2 subvariant, which can cause mild or asymptomatic illness in vaccinated people if they get infected, has raised concern.

**WHEREAS**, on April 22, 2022, the Los Angeles County Public Health Officer issued an updated order, Responding Together At Work and In the Community, Post Winter Surge Community Monitoring and Continued Response Measures, to require masks in all public transit within the County.

**WHEREAS**, the City previously adopted Resolution No. 7764 finding that the requisite conditions exist for the City of South Pasadena to conduct teleconference meetings under California Government Code section 54953(e); and

**WHEREAS**, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

**WHEREAS**, the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.

**WHEREAS**, the City of South Pasadena desires to continue to have the ability to hold its public meetings by teleconference consistent with Government Code section 54953(e).

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

**SECTION 1. Recitals.** The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as

if fully set forth herein.

**SECTION 2. Proclamation.** The City Council does hereby find:

A. That a state of emergency continues to exist within our community, and that the Los Angeles County Department of Public Health continues to recommend measures to promote social distancing;

B. That as a consequence of the State and local emergencies and the physical distancing requirements recommended by the State and local public health officers, the City Council does hereby find that the legislative bodies of the City of South Pasadena may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

C. That the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.

**SECTION 3. Remote Teleconference Meetings.** The City Manager and legislative bodies of the City of South Pasadena are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act. Furthermore, City Manager and staff are directed to return to the City Council no later than thirty (30) days after the adoption of this resolution for the City Council to consider whether to again make the findings required to meet under the modified teleconference procedures of AB 361.

**SECTION 4. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of July 15, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of South Pasadena may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED, APPROVED AND ADOPTED** on this 15<sup>th</sup> day of June, 2022.

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Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Christina Muñoz, Deputy City Clerk

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Andrew L. Jared, City Attorney

**HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Christina A. Muñoz, Deputy City Clerk



# City Council Agenda Report

ITEM NO. 11

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Sheila Pautsch, Community Services Director  
Ted Gerber, Public Works Director

**SUBJECT:** **Discretionary Funds Request from Councilmember Evelyn Zneimer and Councilmember Diana Mahmud for Various Items**

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## Recommendation

It is recommended that the City Council:

1. Approve a Discretionary Funds request to assist with the cost of flowers for the South Pasadena Tournament of Roses float for \$1,000 from Councilmember Zneimer;
2. Approve a Discretionary Funds request for the design and creation of a sign for the nature park relating to the Gabrielino-Tongva Indian Tribe and their relationship with the land in the amount of \$1,500 from Councilmember Mahmud; and
3. Approve a Discretionary Funds request for plants and the butterfly project at the nature park in the amount of \$1,500 from Councilmember Zneimer.

## 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 2019-20 Budget includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. Attachment A provides a table, which displays the current Discretionary Fund balances, and including the request being considered in the staff report.

## Analysis

On June 7, 2022, Councilmember Zneimer requested approval and received a second from Mayor Cacciotti to use discretionary funds to assist with the cost of the flowers for the South Pasadena Tournament of Roses float in the amount of \$1,000.

At the May 18, 2022, City Council meeting, Councilmember Mahmud allocated monies from her discretionary funds to offset the design cost and create a sign for the nature park relating to the Gabrielino-Tongva Indian Tribe and their relationship with the land for a total of \$1,500. Barbara Eisenstein, founder, and director of the South Pasadena Nature Park will oversee this project and will with a member of the Gabrielino-Tongva



Discretionary Funds Request from Councilmembers Mahmud and Zneimer

June 15, 2022

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tribe to design the sign. The City Council will review the design before creating the sign, which will have a graffiti-resistant and ultraviolet sunlight protective coating.

During the same City Council meeting, Councilmember Zneimer allocated monies from her discretionary fund to assist with purchasing plants and the butterfly project at the nature park for a total of \$1,500. Barbara Eisenstein will also oversee this project.

**Fiscal Impact**

Sufficient funds are available in the FY 2021-22 City Council Discretionary Budget Account 101-1010-1011-8021.

Attachment: Discretionary Fund Request Table

**City Council Discretionary Funds  
Fiscal Year 2021-22**

		District 1	District 2	District 3	District 4	District 5
		Zneimer	Donovan	Primuth	Cacciotti	Mahmud
Current Year Allowance Beginning Balance		\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
<u>Date</u>	<u>Description</u>					
<u>Pledged</u>						
2/2/2022	Festival of Balloons Fireworks Show	\$500			\$1,000	
2/15/2022	Festival of Balloons Fireworks Show			\$500		
5/4/2022	July 4th Theatrical Presentation	\$1,000	\$500	\$588	\$3,000	\$500
<b>Available 6/14/2022</b>		<b>\$2,500</b>	<b>\$3,500</b>	<b>\$2,912</b>	<b>\$0</b>	<b>\$3,500</b>
<i>Design and Creation of Sign for Nature Park</i>						\$1,500
<i>Plants and Butterfly Project at the Nature Park</i>		\$1,500				
<i>Flowers for South Pasadena Tournament of Roses</i>		\$1,000				
<b>6/14 proposed Appropriations</b>		<b>\$2,500</b>				<b>\$1,500</b>
<b>Ending balance</b>		<b>\$0</b>	<b>\$3,500</b>	<b>\$2,912</b>	<b>\$0</b>	<b>\$2,000</b>



# City Council Agenda Report

ITEM NO. 12

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager AC

**PREPARED BY:** Brian Solinsky, Chief of Police  
Tom Jacobs, Lieutenant

**SUBJECT:** **Approval of an Amendment to Contract with Axon Enterprise, Inc. for an Amount Not-to-Exceed \$36,766.72, for a Total Contract Amount Not-to-Exceed of \$159,290.41 to Cover Final Expenses in the Final Year of a Five-Year Contract ending on June 30, 2022**

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## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to amend the existing five-year contract with Axon Enterprises for an increase not to exceed \$36,766.72 to cover final expenses in the fifth year of the five-year contract ending on June 30, 2022; and
2. Appropriate \$36,766.72 from COPS Grant AB 3229 Reserves to account 272-4010-4018-8520-000 for machinery and equipment.

## Background

The South Pasadena Police Department (SPPD) currently utilizes a body-worn camera (BWC) system to capture and record interactions with police officers. The use of BWC systems can enhance public trust, transparency, accountability, training, investigations, and prosecution in police work.

BWCs are small, portable devices worn by officers to record interaction with the public. The cameras are attached to an officer's uniform and produces both video and audio recordings. BWC systems provide a holistic view of events and offer a first-person view of the interaction from the perspective of the officer.

On May 8, 2017, staff presented the attached report to the Public Safety Commission for recommendations on a five-year contract with Axon Enterprise, Inc., for the purchase of BWC systems, taser equipment, and a taser assurance plan in the amount of

Amendment to Contract with Axon Enterprise, Inc. for Body-Worn Cameras

June 15, 2022

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\$122,523.69. Axon is the sole supplier to the South Pasadena Police Department (SPPD) for tasers and BWCs. The contract has been paid from State Community Oriented Policing Services (COPS) grant funds, and no General Fund resources have been used thus far. On May 17, 2017, City Council approved a five-year contract with Axon Enterprises, Inc. for BWC hardware, software, and implementation services.

**Analysis**

On July 1, 2021, the SPPD entered the fifth and final year of its contract with Axon Enterprises. The needs of the Department changed during the duration of the contract, and additional expenditures were necessary and agreed upon between the Department and the provider. After conducting an internal analysis on the program, it was determined that the expenses during the contract period exceed the contract amount of \$36,766.72.

In 2019 and 2020, the Department was occupied with First Amendment assemblies in the City, as well as within neighboring cities, creating the urgent need for additional equipment and training for SPPD officers. In addition, it was not anticipated at the beginning of the contract that changes in technology, storage requirements, and services due to information requests would require Axon to provide additional services. These items all contributed to the complex and increased contract expenses. Note these past increased contract expenses have received all necessary verbal approvals.

The increased expenses were necessary to support the operations of the Department, including additional training and equipment, along with the Department’s responsibility to provide mutual aid to outside agencies. An increase to ‘Basic Evidence License and Storage’ resulted from increased public information requests and criminal prosecutions requiring body-worn camera video and additional storage. Additional docking stations for upgraded cameras were also needed.

The total remaining balance due to Axon under this contract period is \$36,766.72 and is detailed as follows:

**Summary Remaining Payments Due**

Basic Evidence License & Storage	\$20,459.16
Taser Equipment	\$7,858.00
Docking Stations	<u>\$8,449.56</u>
Total Payments Due	\$36,766.72

The current agreement with Axon is expiring on June 30, 2022, and the Department is negotiating a new agreement.

Amendment to Contract with Axon Enterprise, Inc. for Body-Worn Cameras

June 15, 2022

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**Fiscal Impact**

The additional cost of the project is \$36,766.72, and the funds are available in the COPS Grant AB 3229 Reserves account.

Attachments:

1. Axon May 25, 2017 Contract/Staff Report
2. Amendment to Axon Agreement

**ATTACHMENT 1**  
Axon May 17, 2017 Staff Report and Invoice


# City of South Pasadena Agenda Report


Michael A. Cacciotti, Mayor  
Richard D. Schneider, M.D., Mayor Pro Tem  
Robert S. Joe, Councilmember  
Marina Khubesrian, M.D., Councilmember  
Diana Mahmud, Councilmember

Evelyn G. Zneimer, City Clerk  
Gary E. Pia, City Treasurer

COUNCIL AGENDA: May 17, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager 

FROM: Arthur Miller, Chief of Police  
Mike Neff, Police Captain 

SUBJECT: **Award of Contract With Axon Enterprise, Inc. for the Purchase of TASERS, Body Worn Cameras, and Digital Evidence Management Software System Utilizing State Grant Funds**

### Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a five-year contract with Axon Enterprise, Inc. (Axon) for the purchase of Body Worn Cameras, Digital Evidence Management Software System, and TASERS in the amount of \$122,523.69.
2. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code Section 2.99-29 (11)(j) from Axon Enterprise, Inc.

### Fiscal Impact

No General Fund resources will be used for this project. Funding for Body Worn Cameras, Digital Evidence Management Software, and TASERS at a cost of \$122,523.69 will be paid by State Community Oriented Policing Services (COPS) grant funds over five-years. The State COPS is a public safety program providing supplemental funding for law enforcement purposes to enhance public safety. Per California Government Code Sections 30061, et. seq., State COPS grants funds are awarded annually based on population with a minimum award of \$100,000 for each recipient city. State COPS funds may only be utilized to supplement existing services and shall not be used to supplant any existing funding.

Grants Source	Amount	Matching Funds	Account Number
COPS Year 1	\$24,111.60	Not Required	272-4010-4018-8520
COPS Year 2	\$22,455.00	Not Required	272-4010-4018-8520
COPS Year 3	\$22,725.00	Not Required	272-4010-4018-8520
COPS Year 4	\$22,995.00	Not Required	272-4010-4018-8520
COPS Year 5	\$23,130.00	Not Required	272-4010-4018-8520
Estimated 5-year tax and shipping: \$7,107.09		Hardware plus E.com Discount:	\$26,087.54

### **Commission Review and Recommendation**

On May 8, 2017, the Public Safety Commission reviewed the proposed contract and recommended approval of the five-year contract.

### **Background**

Creating accurate, historical records for prosecutorial and liability purposes is the hallmark of any successful and professional law enforcement organization. Technology has evolved to the point where high-resolution audio and video recording devices are no longer tethered to the police car. Axon cameras are a wearable audio and video recording device, about the size of a pager, which police officers attach to their uniform or related equipment. The new capability of the Axon camera allows officers to capture critical audio and video evidence in locations away from their police vehicles not previously attainable. Axon complimentary and proprietary software is then utilized to securely upload, organize, and archive recorded files in a Digital Evidence Management Software system.

The South Pasadena Police Department (SPPD) envisions using the Axon cameras as a component of a comprehensive recording solution. When used in conjunction with each other, the most complete audio/video record of an event that present technology offers now becomes attainable.

Police staff has extensively researched wearable cameras and found no other vendor offers the features such as size, recording quality, capacity, battery life, security, and software that Axon offers. Axon is also the only vendor whose body worn camera fully integrates with department issued TASER electronic control devices (ECDs) and provides capability to remotely activate body worn cameras in close proximity without user intervention. Axon has also integrated their camera system into the police patrol units emergency lighting system. When the patrol units emergency lights are activated, the body worn camera is also activated.

### **Analysis**

The SPPD has had body worn cameras in service since 2012. Since that time, technology has evolved and developed at an impressive rate. We have recently concluded a test and evaluation of Axon Body Worn Cameras which yielded very impressive results in the areas of hardware and software performance along with a tight integration with other Axon products. At the conclusion of the test and evaluation, we were of the opinion that Axon Body Worn Cameras and related products encompass the best and most robust body worn camera solution currently on the market.

The results of the test and evaluation were presented to Police Chief Miller who gave his approval to proceed with the acquisition of the Axon Body Worn Camera solution which will include the Axon Body Worn Cameras issued to all officers, cloud based storage, and online access to their "Evidence.com" software. "Signal Performance Power Magazines" (SPPM) and "Axon Signal Units" are also slated for purchase which facilitate camera activation without user intervention upon receiving a Bluetooth signal from armed Axon ECDs and user defined patrol vehicle triggers.



The proposed purchase of (27) additional TASER ECDs will complete the SPPD's desire to issue and equip each officer with the TASER and accompanying Axon Body Worn Camera. This solution will provide each SPPD officer with a robust and less lethal capability along with a comprehensive system to capture, record and archive the event for court and legal defense purposes. The City Council has the authority under SPMC Section 2.99-29(11) (i) to waive any competitive bidding requirements, given the sole source of the TASER ECD's from Axon as described above, consistent with the Department's test and evaluation of this specialized equipment.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Body Worn Cameras and Management Software System Quote, AXON Enterprise, Inc.
2. TASER Quote, AXON Enterprise, Inc.
3. Supporting Documents, AXON Enterprise, Inc.

New Purchase

# Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 550-9024



# AXON

## Quotation

Quote: Q-87694-5  
Date: 5/25/2017 2:50 PM  
Quote Expiration: 6/1/2017  
Contract Start Date\*: 6/1/2017  
Contract Term: 5 years

Tony Abdalla  
1-626-403-7277  
tabdalla@ci.south-pasadena.ca.us

AX Account Number: 14482

Bill To:  
~~South Pasadena Police Dept - CA~~  
1422 Mission Street  
South Pasadena, CA 91030  
US

Ship To:  
Tony Abdalla  
South Pasadena Police Dept. - CA  
1422 Mission Street  
South Pasadena, CA 91030  
US

E.com 00011820  
TAP 00011819

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
<del>Ahmad Abdalla</del>	(480) 463-2131	ahmad@taser.com	Fedex - Ground	Net 30

Tanser McCormick

\*Note this will vary based on the shipment date of the product.

Hardware + F.com || Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	70112 -	AXON SIGNAL UNIT	USD 279.00	USD 2,790.00	USD 2,790.00	USD 0.00
40	70116 -	PPM, SIGNAL	USD 89.99	USD 3,599.60	USD 0.00	USD 3,599.60
36	74001 -	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, B1 K	USD 399.00	USD 14,364.00	USD 14,364.00	USD 0.00
36	74020 -	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
36	74022 -	SM POCKET MOUNT, 4", AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
36	11509 -	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
36	11553 -	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	70031 -	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 140.00	USD 140.00	USD 0.00
4	74008 -	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 5,980.00	USD 4,485.00	USD 1,495.00
36	85070 -	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 7,344.00	USD 0.00	USD 7,344.00
35	80012 -	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00

By: MM  
MAY 25 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80022 -	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 468.00	USD 468.00	USD 0.00
30	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,260	85035 -	EVIDENCE.COM STORAGE	USD 0.75	USD 945.00	USD 0.00	USD 945.00
<b>36 - 87019 - Syr TAP Body 2 - \$0</b>						
Hardware + E.com    Due Net 30 Total Before Discounts:						USD 41,930.60
Hardware + E.com    Due Net 30 Discount:						USD 22,247.00
Hardware + E.com    Due Net 30 Net Amount Due:						USD 19,683.60

Year 2 - Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	80013 -	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80023 -	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
30	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,620	85035 -	EVIDENCE.COM STORAGE	USD 0.75	USD 1,215.00	USD 0.00	USD 1,215.00
36	85070 -	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 7,344.00	USD 0.00	USD 7,344.00
Year 2 - Due 2017 Total Before Discounts:						USD 15,327.00
Year 2 - Due 2017 Net Amount Due:						USD 15,327.00

Year 3 - Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	80014 -	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80024 -	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
30	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,980	85035 -	EVIDENCE.COM STORAGE	USD 0.75	USD 1,485.00	USD 0.00	USD 1,485.00
36	85070 -	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 7,344.00	USD 0.00	USD 7,344.00
Year 3 - Due 2018 Total Before Discounts:						USD 15,597.00
Year 3 - Due 2018 Net Amount Due:						USD 15,597.00

Year 4 - Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	80015 -	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110 -	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80025 -	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,340	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,755.00	USD 0.00	USD 1,755.00
36	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 7,344.00	USD 0.00	USD 7,344.00
<b>Year 4 - Due 2019 Total Before Discounts:</b>						USD 15,867.00
<b>Year 4 - Due 2019 Net Amount Due:</b>						USD 15,867.00

**Year 5 - Due 2020**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	80016	BASIC EVIDENCE.COM LICENSE YEAR 5 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80026	PRO EVIDENCE.COM LICENSE YEAR 5 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,520	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,890.00	USD 0.00	USD 1,890.00
36	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 7,344.00	USD 0.00	USD 7,344.00
<b>Year 5 - Due 2020 Total Before Discounts:</b>						USD 16,002.00
<b>Year 5 - Due 2020 Net Amount Due:</b>						USD 16,002.00

<b>Subtotal</b>	USD 82,476.60
<b>Estimated Shipping &amp; Handling Cost</b>	USD 66.23
<b>Estimated Tax</b>	USD 6,578.84
<b>Grand Total</b>	USD 89,121.67

**Axon Body 2 Shipping**

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.


**Signal Performance Power Magazine (SPPM) Pre-order**

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

**Axon Enterprise, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at [www.axon.com/terms](http://www.axon.com/terms). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:



Date:

5/23/17

Name (Print):

ARTHUR MILLER

Title:

CHIEF OF POLICE

PO# (if needed):

# 17401

Quote: Q-87694-4

Please sign and email to Ahmad Abdelrazzak at [ahmad@taser.com](mailto:ahmad@taser.com) or fax to (480) 550-9024

THANK YOU FOR YOUR BUSINESS!

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**Axon Enterprise, Inc.**  
Protect Life

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480)999-6160

Juan Salcido  
(626) 403-7265  
jsalcido@southpasadenaca.gov



**Quotation**  
Quote: Q-111658-1  
Date: 4/19/2017 10:36 AM  
Quote Expiration: 6/30/2017  
Contract Start Date\*: 5/22/2017  
Contract Term: 5 years

**AX Account Number:**  
114482

**Bill To:**  
South Pasadena Police Dept - CA  
1422 Mission Street  
South Pasadena, CA 91030  
US



**Ship To:**  
Juan Salcido  
South Pasadena Police Dept - CA  
1422 Mission Street  
South Pasadena, CA 91030  
US

# 00011805

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steve Hartfield	(480) 515-6318	stevch@axon.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product

Net 30- Due in 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
27	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0 00	USD 0 00	USD 0 00	USD 0 00
27	85181	TASER 60 YEAR 1 PAYMENT X26P BASIC	USD 264 00	USD 7,128 00	USD 2,700 00	USD 4,428 00
27	70116	PPM, SIGNAL	USD 0 00	USD 0 00	USD 0 00	USD 0 00
22	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0 00	USD 0 00	USD 0 00	USD 0 00
5	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0 00	USD 0 00	USD 0 00	USD 0 00
1	11003	HANDLE, YELLOW, CLASS III, X26P	USD 964.05	USD 964.05	USD 964.05	USD 0 00
27	70116	PPM, SIGNAL	USD 0 00	USD 0 00	USD 0 00	USD 0 00
54	44203	CARTRIDGE - 25' HYBRID	USD 0 00	USD 0.00	USD 0 00	USD 0 00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 176.49	USD 0 00

27 85174 Taser60 X26P

\$0

Net 30- Due in 2017 Total Before Discounts:	USD 8,268.54
Net 30- Due in 2017 Discount:	USD 3,840.54
Net 30- Due in 2017 Net Amount Due:	USD 4,428.00

Year 2-Due in 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
27	85182	TASER 60 YEAR 2 PAYMENT X26P BASIC	USD 264 00	USD 7,128 00	USD 0 00	USD 7,128 00
Year 2-Due in 2018 Total Before Discounts:						USD 7,128 00
Year 2-Due in 2018 Net Amount Due:						USD 7,128 00

Year 3-Due in 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
27	85183	TASER 60 YEAR 3 PAYMENT X26P BASIC	USD 264 00	USD 7,128 00	USD 0 00	USD 7,128 00
Year 3-Due in 2019 Total Before Discounts:						USD 7,128 00
Year 3-Due in 2019 Net Amount Due:						USD 7,128 00

Year 4-Due in 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
27	85184	TASER 60 YEAR 4 PAYMENT X26P BASIC	USD 264 00	USD 7,128 00	USD 0 00	USD 7,128 00
Year 4-Due in 2020 Total Before Discounts:						USD 7,128 00
Year 4-Due in 2020 Net Amount Due:						USD 7,128 00

Year 5-Due in 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
27	85185	TASER 60 YEAR 5 PAYMENT X26P BASIC	USD 264 00	USD 7,128 00	USD 0 00	USD 7,128 00
Year 5-Due in 2021 Total Before Discounts:						USD 7,128 00
Year 5-Due in 2021 Net Amount Due:						USD 7,128 00

Subtotal	USD 32,940.00
Estimated Shipping & Handling Cost	USD 395.28
Estimated Tax	USD 2, 8825
<b>Grand Total</b>	<b>USD 36,217.53</b>

**Signal Performance Power Magazine (SPPM) Pre-order**

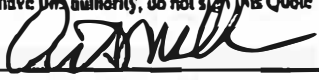
Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

**TASER 60 Sales Terms and Conditions**

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <http://www.axon.com/legal>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:  Date: 5/28/17  
Name (Print): ARTHUR MILLER Title: CHIEF OF POLICE  
PON (if needed): # 17402

Quote: Q-111658-1

Please sign and email to Steve Hartfield at [steveh@tuser.com](mailto:steveh@tuser.com) or fax to (480)999-6160

THANK YOU FOR YOUR BUSINESS!

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Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: (480) 991-0797  
 Fax: (480) 991-0791  
 AR@axon.com  
 www.axon.com

# Invoice

Invoice No SI1485231  
 Invoice Date 30-May-17  
 Payment Term Net 30  
 Payment Due Date 29-Jun-17  
 Sales Order SO170308403  
 Customer account 114482  
 Purchase Order 17401  
 Customer reference

**BILL TO:**

CITY OF SOUTH SASADENA  
 ATTN: FINANCE DEPT  
 1414 MISSION ST  
 SOUTH PASADENA, CA 91030  
 USA

**SHIP TO:**

SOUTH PASADENA POLICE DEPT  
 1422 MISSION ST  
 SOUTH PASADENA, CA 91030  
 USA

Item number	Description	Quantity	Unit price	[USD]Amount
11509	BELT CLIP, RAPIDLOCK	36	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	36	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	0.00	0.00
70112	AXON SIGNAL UNIT	10	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	40	89.99	3,599.60
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	36	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	4	373.75	1,495.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	36	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	36	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	35	180.00	6,300.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,260	0.75	945.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	36	204.00	7,344.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	350	0.00	0.00
87019	5 YEAR TECH ASSURANCE PLAN BODY 2	36	0.00	0.00

Invoice Total	19,683.60
Shipping	66.23
Sales Tax	1,639.64
Total	21,389.47
Amount Received	(21,389.47)
<b>BALANCE DUE</b>	<b>USD 0.00</b>

Please see <https://www.axon.com/legal/sales-terms-and-conditions> for all sales terms and conditions

Continued on next page



Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: (480) 991-0797  
 Fax: (480) 991-0791  
 AR@axon.com  
 www.axon.com

**Invoice**

Invoice No SI1485231  
 Invoice Date 30-May-17  
 Payment Term Net 30  
 Payment Due Date 29-Jun-17  
 Sales Order SO170308403  
 Customer account 114482  
 Purchase Order 17401  
 Customer reference

**RETURN THIS PORTION WITH YOUR PAYMENT**

CITY OF SOUTH PASADENA  
 ATTN: FINANCE DEPT  
 1414 MISSION ST  
 SOUTH PASADENA, CA 91030  
 USA

BALANCE DUE 0.00  
 Currency USD

**For ACH Payments:(Preferred Method)**  
 Account Name Axon Enterprise, Inc.  
 Account Number 634912729  
 Bank Routing/Transit 122100024  
 Reference Number SI1485231

**For Wire Transfers:**  
 Beneficiary Axon Enterprise, Inc.  
 Account Number 634912729  
 Bank Routing/Transit 021000021  
 SWIFT Code CHASUS33  
 Reference Number SI1485231

**For Lockbox Payments Mail To:**  
 Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Reference Number SI1485231

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

*The rest of this page is intentionally left blank*

**End**

## **ATTACHMENT 2**

### Amendment to Axon Agreement

**AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
AXON ENTERPRISE, INC.  
AND  
CITY OF SOUTH PASADENA**

**The AGREEMENT by and between Axon Enterprise, Inc. (“Axon”), and the City of South Pasadena (“City”), dated May 17, 2017 (“Agreement”), is amended as follows:**

The Agreement hereby amends the existing five-year contract with Axon for an increase of not to exceed \$36,766.72 to cover final expenses in the fifth year of the five-year contract.

The total remaining payment due to Axon under this contract is \$36,766.72 and is detailed as follows:

Basic Evidence License & Storage	\$20,459.16
Taser Equipment	\$7,858.00
Docking Stations	<u>\$8,449.56</u>
Total Payments Due	\$36,766.72

FOR THE CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
Arminé Chaparyan  
City Manager

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

ATTEST:

\_\_\_\_\_  
Christina Muñoz  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Jared  
City Attorney

AXON ENTERPRISE, INC.

By: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_



# City Council Agenda Report

ITEM NO. 13

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AL*

**PREPARED BY:** Angelica Frausto-Lupo, Community Development Director  
Elizabeth Bar-El, AICP, Interim Deputy Director

**SUBJECT:** **Receive and File the 2021 Housing Element Annual Progress Report**

### Recommendation

It is recommended that the City Council receive and file the 2021 Annual Housing Element Progress Report.

### Background

Government Code Section 65400 requires that each city submit an Annual Progress Report (APR) to the State Department of Housing and Community Development (HCD) on its progress on implementing the City's Regional Housing Needs Assessment (RHNA) allocation. The RHNA was in its 5<sup>th</sup> cycle during the 2021 reporting year, completing an eight-year planning period from 2013 to 2021. The City submitted its 2021 APR using HCD's required format (Attachment 1).

### Analysis

One of the primary purposes of this report is to track the City's RHNA compliance based on the number of units contained in building permits issued. The table below provides a summary of the City's progress over the last eight years. This will be the last APR on the 2013-2021 Housing Element, as next year's APR will begin to measure progress with the 6<sup>th</sup> Cycle Housing Element currently in review. **NOTE: This APR only counts the units that have been permitted through June 30, 2021, as units permitted after that date will count toward the 6<sup>th</sup> Cycle.** However, units in submitted applications and entitlements are reported for all projects through the end of the calendar year.

Income Level	Current RHNA Allocation	2013	2014	2015	2016	2017	2018	2019	2020	2021	Remaining Allocation
Very Low	17						1				16
Low	10						3				7
Moderate	11					1					10
Above Moderate	25	6	40	6	11	18	3	10	13	21	
<b>Total</b>	<b>63</b>	<b>6</b>	<b>40</b>	<b>6</b>	<b>11</b>	<b>19</b>	<b>7</b>	<b>10</b>	<b>13</b>		<b>33</b>

Of the total RHNA allocation, the City's Above Moderate housing unit allocation has been met, and five Moderate, Low, and Very Low Income housing units have been permitted. However, there is still a total of 33 affordable housing units that have not been added to the City's inventory of affordable units. For this reason, the City is considered to be 50% in compliance with SB35. Accordingly, the City is currently subject to streamlined applications for affordable housing projects but not for market-rate projects.

The report also identified that in 2021 the City of South Pasadena:

- Received 81 new Planning applications, for a total of 237 units.
  - 4 applications were for single-family residences, 2 were for multi-family developments, and the remaining 75 were for ADUs.
  - Of the multi-family projects, one was exempt from the inclusionary housing ordinance (deemed complete prior to its applicability) and included 5 Very Low Income units (10%); the other is a for-sale project subject to the ordinance and complies by providing 19 on-site moderate-income units (20%).
- Approved Planning entitlements for 52 units, (all above-moderate), of which 6 were for single-family homes, 2 were for multi-family units, and 44 were ADUs.
- Issued certificates of occupancy for 9 above-moderate income housing units.
- Issued permits to demolish 2 single-family homes.

South Pasadena submitted the 2021 APR on April 29, 2022, within the grace period after the annual April 1 deadline.

*Further Background Information*

The terminology used under State law to describe income-level for housing allocations is listed in the table below. Income categories are determined by the area median income (AMI) for a specific geographic area, typically set at the county level. Each income category is determined as a percentage of the AMI:

<b>Income Level</b>	<b>Income Limits</b>
Above-Moderate Income	121% of AMI and above
Moderate Income	81% - 120% of AMI
Low Income	51% - 80% of AMI
Very-Low Income	31% - 50% of AMI
Extremely Low Income	0% - 30% of AMI

Below are the income limits for Los Angeles County for 2021:

1 Person Household Median Income: \$56,000		2 Person Household Median Income: \$64,000		3 Person Household Median Income: \$72,000		4 Person Household Median Income: \$80,000	
Income Category	Annual Income <sup>(1)</sup>	Income Category	Annual Income	Income Category	Annual Income	Income Category	Annual Income
Extremely Low	\$24,850	Extremely Low	\$28,400	Extremely Low	\$31,950	Extremely Low	\$35,450
Very Low	\$41,400	Very Low	\$47,300	Very Low	\$53,200	Very Low	\$59,100
Low	\$66,250	Low	\$75,700	Low	\$85,150	Low	\$94,600
Moderate	\$67,200	Moderate	\$76,800	Moderate	\$86,400	Moderate	\$96,000

5 Person Household Median Income: \$86,400		6 Person Household Median Income: \$92,800		7 Person Household Median Income: \$99,200		8 Person Household Median Income: \$105,600	
Income Category	Annual Income	Income Category	Annual Income	Income Category	Annual Income	Income Category	Annual Income
Extremely Low	\$38,300	Extremely Low	\$41,150	Extremely Low	\$44,000	Extremely Low	\$46,800
Very Low	\$63,850	Very Low	\$68,600	Very Low	\$73,300	Very Low	\$78,050
Low	\$102,200	Low	\$109,750	Low	\$117,350	Low	\$124,900
Moderate	\$103,700	Moderate	\$111,350	Moderate	\$119,050	Moderate	\$126,700

These income categories are used to determine eligibility for most housing programs and as a base for setting affordable rents.

California’s Housing Element law requires that each city and county develop local housing programs to meet their “fair share” of existing and future housing needs for all income groups and submit an APR each year to report on progress.

On January 15, 2014, the City adopted the existing Housing Element with an eight-year planning period from 2013-2021. The City’s 2013 Housing Element identified strategies and programs that focus on:

- Conserving the existing supply of affordable housing;
- Assisting in the provision of affordable housing;
- Providing adequate sites to achieve a variety and diversity of housing;
- Removing governmental constraints as necessary; and
- Promoting equal housing opportunity.

**Fiscal Impact**

While there is no fiscal impact associated with the submittal of the Annual Progress Report, the staffing and budgetary resources necessary for the City to implement the Housing Element programs and to report annually on the City’s progress and housing production are contained in the Annual Budget.

**Attachment:** 2021 Housing Element Annual Progress Report



**ATTACHMENT 1**  
2022 Finance Ad Hoc Committee Final Report

# Annual Progress Report

General Information	
Jurisdiction Name	South Pasadena
Reporting Calendar Year	2021
Contact Information	
First Name	Angelica
Last Name	Frausto-Lupo
Title	Community Development Director
Email	<a href="mailto:afraustolupo@southpasadenaca.gov">afraustolupo@southpasadenaca.gov</a>
Phone	6264037220
Mailing Address	
Street Address	1414 Mission Street
City	South Pasadena
Zipcode	91030

Jurisdiction	South Pasadena	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

Table A  
Housing Development Applications Submitted

Project Identifier		Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications	Application Status	Notes			
1		2		3	4										5	6	7	8	9	10	11	12	
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate - Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes+	
Summary Row: Start Data Entry Below								5	0	0	0	0	0	19	213	237	44	0					
	5320-026-019	1228 Stratford Avenue		21-01	ADU	R	1/4/2021							1	1	1		No	No	N/A	Approved		
	5321-004-002	2002 Oak Street		21-02	ADU	R	1/4/2021							1	1	1		No	No	N/A	Approved		
	5319-011-023	1430 Maple Street		21-03	ADU	R	2/4/2021							1	1	1		No	No	N/A	Approved		
	5319-011-023	1430 Maple Street		21-04	ADU	R	2/4/2021							1	1	1		No	No	N/A	Approved		
	5318-011-049	2008 Mission Street		21-05a	ADU	R	2/17/2021							1	1	1		No	No	N/A	Approved		
	5317-041-023	515 Floral Park Terrace		21-05	ADU	R	2/24/2021							1	1	1		No	No	N/A	Approved		
	5321-038-062	811 N Bushnell Avenue		21-06	ADU	R	3/1/2021							1	1	1		No	No	N/A	Approved		
	5324-012-033	1104 Garfield Avenue		21-07	ADU	R	3/1/2021							1	1	1		No	No	N/A	Approved		
	5313-008-023	919 Palm Avenue		21-08	ADU	R	3/10/2021							1	1	1		No	No	N/A	Pending		
	5311-007-032	1244 Brunswick Avenue		21-09	ADU	R	4/27/2021							1	1	1		No	No	N/A	Approved		
	5310-028-023	1820 Gillette Crescent		21-10	ADU	R	3/31/2021							1	1	1		No	No	N/A	Approved		
	5313-003-028	636 Forest Avenue		21-11	ADU	R	4/1/2021							1	1	1		No	No	N/A	Approved		
	5313-006-050	704 Adelaine Avenue		21-12	ADU	R	3/31/2021							1	1	1		No	No	N/A	Pending		
	5312-030-023	98 Pine Crest Drive		21-13	ADU	R	4/7/2021							1	1	1		No	No	N/A	Approved		
	5318-006-006	839 Stratford Avenue		21-14	ADU	R	4/7/2021							1	1	1		No	No	N/A	Approved		
	5314-024-014	718 La Portada		21-15	ADU	R	4/27/2021							1	1	1		No	No	N/A	Approved		
	5317-043-024	523 Hermosa Street		21-16	ADU	R	4/19/2021							1	1	1		No	No	N/A	Approved		
	5317-027-007	188 Cedar Crest		21-17	ADU	R	5/28/2021							1	1	1		No	No	N/A	Approved		
	5319-013-015	1417 Maple Street		21-18	ADU	R	7/7/2021							1	1	1		No	No	N/A	Approved		
	5308-024-037	1900 Peterson Avenue		21-19	ADU	R	5/7/2021							1	1	1		No	No	N/A	Approved		
	5311-011-052	415 Alta Vista Avenue		21-20	ADU	R	6/3/2021							1	1	1		No	No	N/A	Pending		
	5319-025-010	1521 Ramona Avenue		21-21	ADU	R	6/7/2021							1	1	1		No	No	N/A	Approved		
	5313-007-047	720 El Centro Street		21-22	ADU	R	6/7/2021							1	1	1		No	No	N/A	Approved		
	5318-008-037	2044 Monterey Road		21-23	ADU	R	6/14/2021							1	1	1		No	No	N/A	Approved		
	5315-019-043	822 Orange Grove Place		21-24	ADU	R	7/6/2021							1	1	1		No	No	N/A	Approved		
	5319-005-017	1501 Rollin St.		21-25	ADU	R	7/13/2021							1	1	1		No	No	N/A	Approved		
	5320-011-021	1958 Primrose		21-26	ADU	R	7/13/2021							1	1	1		No	No	N/A	Approved		
	5324-018-016	1810 Hardison Place		21-27	ADU	R	7/22/2021							1	1	1		No	No	N/A	Approved		
	5315-018-064	817 Orange Grove Place		21-28	ADU	R	7/27/2021							1	1	1		No	No	N/A	Pending		
	5318-010-044	2015 Mission Street		21-29	ADU	R	7/29/2021							1	1	1		No	No	N/A	Approved		



Current APN	Street Address	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure  R=Renter O=Owner	Entitlement <u>Date Approved</u>	# of Units issued Entitlements
5312-031-027	89 Monterey Road	2197 HDP-DRX-VAR	SFD	O	10/12/2021	1
5508-025-027	1818 Peterson Ave	2237-HDP/DRX/VAR/TRP	SFD	O	10/12/2021	1
5508-025-027	1818 Peterson Ave	2237-ADU	ADU	O	10/12/2021	1
5314-005-021	619 Indiana Terrace	2197-HDP/DRX/VAR/TRP	SFD	O	12/14/2021	1
5320-026-019	1228 Stratford Avenue	21-01 / 49796	ADU	R	3/24/2021	1
5321-004-002	2002 Oak Street	21-02	ADU	R	6/17/2021	1
5318-011-049	2008 Mission Street	21-05a	ADU	R	6/10/2021	1
5317-041-023	515 Floral Pk. Terrace	21-05	ADU	R	5/6/2021	1
5321-038-062	811 N Bushnell Avenue	21-06	ADU	R	7/12/2021	1
5324-012-033	1104 Garfield Avenue	21-07	ADU	R	4/28/2021	1
5311-007-032	1244 Brunswick Avenue	21-09	ADU	R	9/9/2021	1
5310-028-023	1820 Gillette Crescent	21-10	ADU	R	7/22/2021	1
5313-003-028	636 Forest Avenue	21-11	ADU	R	8/26/2021	1
5312-030-023	98 Pine Crest Drive	21-13	ADU	R	7/21/2021	1
5318-006-006	839 Stratford Avenue	21-14	ADU	R	4/26/2021	1
5317-043-024	523 Hermosa Street	21-16	ADU	R	8/4/2021	1
5317-027-007	188 Cedar Crest	21-17	ADU	R	11/9/2021	1
5319-013-015	1417 Maple Street	21-18	ADU	R	8/5/2021	1
5308-024-037	1900 Peterson Avenue	21-19	ADU	R	10/6/2021	1
5319-025-010	1521 Ramona Avenue	21-21	ADU	R	9/16/2021	1
5313-007-047	720 El Centro Street	21-22 / 50360	ADU	R	9/1/2021	1
5318-008-037	2044 Monterey Road	21-23	ADU	R	10/6/2021	1
5315-019-043	822 Orange Grove Place	21-24	ADU	R	12/8/2021	1
5319-005-017	1501 Rollin St.	21-25	ADU	R	10/26/2021	1
5324-018-016	1810 Hardison Place	21-27	ADU	R	10/5/2021	1
5318-010-044	2015 Mission Street	21-29	ADU	R	9/13/2021	1
5313-009-015	361 Pasadena Avenue	21-30	ADU	R	10/5/2021	1
5313-014-013	1016 Palm Avenue	21-31	ADU	R	10/6/2021	1
5320-014-014	2054 Marengo Avenue	21-32 / 49880	ADU	R	9/27/2021	1
5308-025-027	1818 Peterson Avenue	21-33	ADU	R	8/18/2021	1
5319-028-002	1210 Diamond Avenue	21-35	ADU	R	8/26/2021	1
5318-014-030	1725-1727 Hope Street	21-36	ADU	R	9/7/2021	1
5310-016-001	2006 Maycrest Avenue	21-38	ADU	R	10/28/2021	1
5321-004-010	1960 Oak Street	21-39	ADU	R	11/15/2021	1
5321-006-014	1726 Fletcher Avenue	21-42	ADU	R	10/13/2021	1
5318-018-054	1115 Avon Place	21-43	ADU	R	12/6/2021	1
5313-005-051	622 Magnolia Street	21-44	ADU	R	11/1/2021	1
5318-010-018	1901 Mission Street	21-46	ADU	R	11/18/2021	1

Current APN	Street Address	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure  R=Renter O=Owner	Entitlement <u>Date Approved</u>	# of Units issued Entitlements
5317-042-022	514 Sterling Place	21-52	ADU	R	12/2/2021	1
5321-010-026	1711 Camden Avenue	21-55	ADU	R	12/22/2021	1
5319-023-015	1716 Ramona Avenue	21-58	ADU	R	11/23/2021	1
5310-017-008	2060 Alpha Avenue	21-59	ADU	R	11/18/2021	1
5313-005-050	618 Magnolia Street	21-63	ADU	R	12/23/2021	1
5321-015-008	1730 La Senda Place	21-65 / 50691	ADU	R	12/6/2021	1
5315-018-063	821 ORANGE GROVE PL	48267	ADU	R		0
5319-013-001	2000 FREMONT AVE	48365	ADU	R		0
5318-008-039	2034 MONTEREY RD	48433	ADU	R		0
5319-006-014	1414 LAUREL ST	48417	ADU	R		0
5313-004-021	809 GRAND AVE	48565	ADU	R		0
5318-007-037	805 GARFIELD AVE	48550	ADU	R		0
5318-019-001	1861 MISSION ST	48775	ADU	R		0
5319-008-016	1407 SPRUCE ST	48972	ADU	R		0
5317-036-036	440 ORANGE GROVE AVE	49143	ADU	R		0
5319-028-005	1104 LYNDON ST	49240	ADU	R		0
5312-030-001	95 SHORT WAY	49266	SFD	O		0
5319-011-023	1430 MAPLE ST	21-03 / 49668	ADU	R	4/12/2021	1
5317-041-023	515 FLORAL PARK TER	49917	ADU	R		0
5312-030-023	98 PINECREST DR	49937	ADU	R		0
5318-012-026	835 MILAN AVE	50023	ADU	R		0
5320-010-038	1935 MARENGO AVE	50322	ADU	R		0
5310-016-006	2024 MAYCREST AVE	50373	ADU	R		0
5313-007-047	720 EL CENTRO ST	50360	ADU	R		0
5319-011-023	1430 MAPLE ST	21-04 / 51044	ADU	R	4/12/2021	1
5320-009-022	1611 SPRUCE ST	46929	2 to 4	R		0
5317-012-031	1127 COLUMBIA ST	46715	ADU	R		0
5313-004-021	809 GRAND AVE	48565	ADU	R		0
5318-019-001	1861 MISSION ST	48775	ADU	R		0
5313-013-012	1016 INDIANA AVE	47932	ADU	R		0
5317-011-036	1124 BUENA VISTA ST	46785	ADU	R		0
5320-028-003	1225 CHELTEN WAY	45020	SFD	O		0
5313-008-025	915 PALM AVE	48252	ADU	R		0
5320-011-021	1958 PRIMROSE AVE	21-26	ADU	R	10/25/2021	1
5312-030-007	23 SHORT WAY	23-09	SFD	O	5/12/2021	1
5319-003-016	1502 BANK ST.	23-28	2 to 4	O	2/5/2021	2
5314-017-901	807 ROLLIN ST.	23-41	SFD	O	1/13/2021	1
5315-019-043	822 ORANGE GROVE PL.	23-79	SFD	O	5/10/2021	1

<b>Jurisdiction</b>	South Pasadena	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	10/15/2013 - 10/15/2021

## ANNUAL ELEMENT PROGRESS REPORT

### Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

(CCR Title 25 §6202)

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	17	-	-	-	-	-	-	-	-	-	1	16
	Non-Deed Restricted		-	-	-	-	-	1	-	-	-		
Low	Deed Restricted	10	-	-	-	-	-	-	-	-	-	3	7
	Non-Deed Restricted		-	-	-	-	-	3	-	-	-		
Moderate	Deed Restricted	11	-	-	-	-	-	-	-	-	-	1	10
	Non-Deed Restricted		-	-	-	-	1	-	-	-	-		
Above Moderate		25	-	40	6	11	18	3	10	13	15	116	-
<b>Total RHNA</b>		<b>63</b>											
<b>Total Units</b>			-	40	6	11	19	7	10	13	15	121	33

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	South Pasadena	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Transitional and Supportive Housing	Zoning Code amendment to remove constraints to transitional and supportive housing	2016	Earlier update was completed, but additional changes based on newer State law to be enacted in 2022.
Fair Housing	Provide housing information through San Gabriel Valley Fair Housing Council (now Housing Rights Center)	2021	Ongoing; contract with the Housing Rights Center offers 1) Discrimination Complaint Investigations; 2) Landlord/ Tenant Fair Housing Counseling and Meditation; 3) Outreach and Education; 4) Advocacy; and 5) Enforcement and Impact Litigation
Energy Efficiency Program	Explore amendments to facilitate green design and building techniques	2021	Policies are being developed as part of the General Plan Update. The update has been delayed in order to reevaluate building potential and review under CEQA due to the higher than expected RHNA allocation, and is expected to be adopted in 2022.
Energy Efficiency Program	Rehabilitation grants for low and moderate income households	2021	Discontinued; CDBG allocation reduced, insufficient demand
Planning Assistance & Permit Processing	Provide technical assistance to applicants	2021	<p>City staff works with property owners and developers of housing projects on a regular basis to assist them in the planning process. Housing projects are supported through the planned development application process, A major staff turnover occurred during the reporting period, but toward the end of 2021, additional staff were hired, and the review process was back on track to address the backlog.</p> <p>The City updated its application materials in 2021 to support complete application filings and has received a grant to develop an electronic permit filing system. The ADU applications were updated in 2021 to reflect the new ordinance and facilitate a smoother application review process.</p>
Housing Acquisition & Rehabilitation	Monitor status of Caltrans surplus housing properties in the Row of the 710 freeway surface route	2021	In 2021, State legislation was passed to enable to the City to buy Caltrans 710 project surplus properties. Staff continues to develop potential affordable housing strategies with representatives of Caltrans, State Department of Housing and Community Development, and the California State Transportation Agency.
Call Home Program	Provide information to low/very low households re: financial assistance	2021	Ongoing as requested through the Housing Rights Center. The Community Development Department's webpage has been updated.
Section 8 Rental Assistance	Provide information re: Section 8 renter assistance	2021	Ongoing, Department website updated to link to County program provider.



**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

Jurisdiction		South Pasadena	
Reporting Year		2021 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Homeless Service	Participate in interjurisdictional programs to aid the homeless	2021	2020 COVID19 Emergency: The state of emergency continued through 2021. The City received \$165,000 to implement emergency programs to address the needs of unhoused individuals, including motel vouchers, housing placement services, clean up, facilities and safety measures for encampments and cash assistance to people at risk of becoming homeless. In addition, funding in the amount of \$73,528 was allocated to South Pasadena's ERAP program provides one-time rental assistance to eligible low income residents. Measure H Homelessness Grant - \$292,000 (February 2020 – December 31, 2021): 1) The cities of South Pasadena and Arcadia received a multi-jurisdiction grant from LA County to provide motel vouchers, a shared case manager to help the homeless navigate resources, including temporary and permanent housing opportunities, and rapid re-housing assistance to help with temporary rental assistance and/or utility payments.
Senior Housing	Encourage the development of affordable senior housing	Ongoing	No additional projects were in development or approved in 2021. The City continues to seek a developer for a city-owned site using approximately \$500,000 of set aside money from the former redevelopment agency
Maintain Available Site Inventory	Maintain a list of available sites for affordable housing, pursuit of Housing Element requirements	2021	Ongoing; no rezoning's have occurred that have downzoned the identified available sites
Residential Second Units	Facilitate processing of 2nd units (now called "accessory dwelling units" or ADUs)	Ongoing	Both phases of the ADU ordinance update were completed in 2021, for non-historic properties (April 2021) and for historic properties (December 2021). The new ordinances have significantly increased the applications; in 2021, 72 applications were submitted, 45 applications were approved and 20 ADU building permits were issued. 7 ADUs received certificates of occupancy.
Administrative Modifications	Provide flexibility in development standards, particularly for infill projects	2021	Complete; revisions made to Zoning Code.
Universal Accessibility	Explore options for requiring, or providing incentives for, a certain percentage of new multifamily housing units to include universal accessibility features for seniors and those with disabilities	2021	The City is considering integrating incentives for universal design into the 2021 Housing Element Update. The City implements all State requirements through the Building permit process.
Planned Development Permits	Provide entitlement flexibility for infill projects that include affordable housing	2015	Complete
Emergency Shelters	Zoning Code amendment to remove barriers and constraints to emergency shelters	2016	Complete

Jurisdiction	South Pasadena	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		21
<b>Total Units</b>		<b>21</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	6	1	1
2 to 4	2	0	2
5+	0	0	0
ADU	44	20	6
MH	0	0	0
<b>Total</b>	<b>52</b>	<b>21</b>	<b>9</b>

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Housing Applications Summary	
Total Housing Applications Submitted:	81
Number of Proposed Units in All Applications Received:	237
Total Housing Units Approved:	44
Total Housing Units Disapproved:	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

**ANNUAL ELEMENT PROGRESS REPORT**  
**Local Early Action Planning (LEAP) Reporting**  
 (CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

<b>Total Award Amount</b>	\$ 150,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.			
<b>Task</b>	<b>\$ Amount Awarded</b>	<b>\$ Cumulative Reimbursement Requested</b>	<b>Task Status</b>	<b>Other Funding</b>	<b>Notes</b>
2021-2029 Housing Element	\$150,000.00	\$150,000.00	In Progress	Local General Fund	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

<b>Completed Entitlement Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		52
<b>Total Units</b>		<b>52</b>

<b>Certificate of Occupancy Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		9
<b>Total Units</b>		<b>9</b>

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		21
<b>Total Units</b>		<b>21</b>



# City Council Agenda Report

ITEM NO. 14

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *DM for AC*

**PREPARED BY:** Ted Gerber, Public Works Director  
Tatevik Barakazyan, Associate Civil Engineer

**SUBJECT:** **Adoption of a Resolution Approving the Fiscal Year 2022-2023 Project List and Expenditure Plan to be Funded by Senate Bill 1 (SB 1) Road Repair and Accountability Act of 2017**

## Recommendations

It is recommended that the City Council:

1. Adopt a resolution approving the Fiscal Year (FY) 2022-2023 project list and expenditure plan for the Senate Bill 1 (SB 1) Road Repair and Accountability Act of 2017 (SB 1) to be funded through the State's Road Maintenance and Rehabilitation Account (RMRA); and
2. Authorize the City Manager and her designee, the Public Works Director, to sign the application and all related program documents.

## Background

SB 1, the Road Repair and Accountability Act of 2017, was passed by the Legislature and signed into law by the Governor in April 2017 to address California's significant funding shortfall to maintain the state's multimodal transportation network. SB 1 provides the first significant, stable, and on-going increase in state transportation funding in more than two decades. SB 1 created the RMRA which will be funded by increases in per-gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees. RMRA will provide an estimated \$54 billion statewide over the next decade to address deferred maintenance needs on both the state highway system and local road systems. A percentage of the RMRA funding has been apportioned by the State Controller (Controller) by formula to eligible cities and counties. In order to receive RMRA funds, cities and counties must meet a "maintenance of effort" (MOE) requirement to ensure that these new road funds do not supplant existing levels of general revenue spending on streets and roads.

## Analysis

The City's established MOE amount for FY 2022-2023 is \$1.428 million. The City must spend this amount each year to receive approximately \$500,000 in SB1 funding. Prior to receiving an apportionment of SB 1 funds from the Controller each year, cities and

counties must submit a proposed project list adopted at a regular meeting by their board or council to the California Transportation Commission (CTC). The adopted resolution must include the project description, location, useful life, and estimated schedule. Previously proposed and adopted projects may also utilize FY 2022-2023 RMRA revenues. The tables below list the projects adopted by the Council and subsequently, submitted to the CTC for which RMRA funds were received in FY 2018-2019, FY 2019-2020, FY 2020-2021, and FY 2021-2022. The corresponding status update is listed adjacent to each street segment.

**FY 2018-2019 Adopted Project List**

Street Segment	Project Limits		Status
	From	To	
Monterey Rd	Orange Grove Ave	Pasadena Ave	Construction Completed
Alpha Ave	La Fremontia St	Valley View Ave	Construction Completed
Alta Vista Ave	Oak Crest Ave	Mountain View Ave	Design Completed Pending Construction
Camino Del Sol	Santa Teresa St	Via Del Rey	Construction Completed
Pine St	Atlantic Ave	Huntington Dr	Construction Completed
Monterey Rd	West City Limits	Arroyo Verde Rd	Design Completed Pending Construction
Monterey Rd	Arroyo Verde Rd	Pasadena Ave	Design Completed Pending Construction
Sterling Pl	Grand Ave	End of Street	Design Completed Pending Construction
La France Ave	South City Limits	Maple St	Pending Design
Wayne Ave	Huntington Dr	Oak St	Pending Design
Fletcher Ave	Huntington Dr	Oak St	Pending Design
Stratford Ave	Oxley St	Mission St	Pending Design
La France Ave	Maple St	Huntington Dr	Pending Design
Camden Ave	Huntington Dr	Camden Pkwy	Pending Design
Camden Pkwy	Camden Ave	Oak St	Pending Design
Court Ave	Huntington Dr	Camden Pkwy	Pending Design
Stratford Ave	Monterey Rd	Oxley St	Pending Design
Hardison Ln	Garfield Ave	End of Street	Pending Design

**FY 2019-2020 Adopted Project List**

Street Segment	Project Limits		Status
	From	To	
Alpha Ave	La Fremontia St	Camino Lindo	Construction Completed
Alta Vista Ave	Oak Crest Ave	Mountain View Ave	Design Completed Pending Construction
Camino Del Sol	Santa Teresa St	Via Del Rey	Construction Completed
Pine St	Atlantic Ave	Huntington Dr	Construction Completed
Monterey Rd	West City Limits	Arroyo Verde	Design Completed Pending Construction
Monterey Rd	Arroyo Verde	Pasadena Ave	Design Completed Pending Construction

**FY 2020-2021 Adopted Project List**

Street Segment	Project Limits		Status
	From	To	
Pine Street	Meridian Ave	Huntington Dr	Under Design
Maple St	Fremont Ave	Primrose Ave	Under Design
Maple St	Meridian Ave	Huntington Dr	Under Design
Mill Rd	Garfield Ave	End of Street	Under Design
Oneonta Knoll St	Fremont Ave	Primrose Ave	Under Design
Milan Ave	Edgewood Dr	Oak St	Under Design
Edgewood Dr	Milan Ave	Wayne Ave	Under Design
Mission Street	Pasadena Ave	Arroyo Dr	Under Design
Glendon Way	Monterey Rd	Lyndon Street	Under Design
Arroyo Verde Rd	Monterey Rd	Arroyo Verde Rd	Under Design

**FY 2021-2022 Adopted Project List**

Street Segment	Project Limits		Status
	From	To	
Arroyo Dr	Pasadena Ave	Mission St	Pending Design
Arroyo Dr	Mission St	Arroyo Vista Pl	Pending Design
Arroyo Dr	Arroyo Vista Pl	Hermosa St	Pending Design
Arroyo Dr	Hermosa St	North City Limits	Pending Design
Brunswick Ave	Monterey Ave	Kolle Ave	Pending Design
Brunswick Ave	Kolle Ave	Saint Albans Ave	Pending Design

Resolution Adopting SB1 Proposed Project List

June 15, 2022

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Street Segment	Project Limits		Status
	From	To	
Fair Oaks Ave	Oak St	PCC Begin	Pending Design
Fair Oaks Ave	Oak St	Monterey Rd	Pending Design
Huntington Dr	South City Limits	Maple Wy	Pending Design
Huntington Dr	Maple Wy	South City Limits	Pending Design
Huntington Dr	Maple Wy	End Of AC	Pending Design
Huntington Dr	Fremont Ave	Maple Wy	Pending Design
Beacon Ave	Oliver St	Dead End	Pending Design
Beech St	Meridian Ave	Huntington Dr	Pending Design
Buena Vista St	Prospect Ave	Fremont Ave	Pending Design
Fairview Ave	Grevelia St	End	Pending Design
Fairview Ave	Mission St	End	Pending Design
Fairview Ave	Buena Vista St	Dead End	Pending Design
Fremont Ln	Fremont Ave	Oaklawn Ave	Pending Design
Grevelia St	Orange Grove Ave	Meridian Ave	Pending Design
Grevelia St	Meridian Ave	Fremont Ave	Pending Design
Grevelia St	Fremont Ave	Fair Oaks Ave	Pending Design
Highland St	Meridian Ave	Fairview Ave	Pending Design
Hope Ct	Hope St	Magnolia St	Pending Design
Hope St	Meridian Ave	Fremont Ave	Pending Design
Hope St	Fremont Ave	Fair Oaks Ave	Pending Design
Hopewell Ln	Hope St	Magnolia St	Pending Design
Lyndon St	Meridian Ave	Dead End	Pending Design
Lyndon St	El Cerrito Cir	Fremont Ave	Pending Design
Lyndon St	Fremont Ave	Fair Oaks Ave	Pending Design
Lyndon St	Fair Oaks Ave	Marengo Ave	Pending Design
Montrose Ln	Pico Alley	Oxley St	Pending Design
Harriman Ave	Hill Ave	CDS	Pending Design
Camden Pkwy	Camden Ave	Court Ave	Pending Design
Avon Pl	Oxley St	Mission St	Pending Design
Avon Pl	Oxley St	South End	Pending Design
Pacific Alley	Fair Oaks Ave	Marengo Ave	Pending Design

Street Segment	Project Limits		Status
	From	To	
Montrose Ln	North Alley	South Alley	Pending Design
Oak Crest Ave	Alta Vista Ave	CDS	Pending Design
Martos Dr	Indiana Ave	End	Pending Design
Oak Hill Ln	Oak Hill Ave	CDS	Pending Design
Magnolia Ln	Hope St	Magnolia St	Pending Design
Magnolia Ln	Magnolia St	Grevelia St	Pending Design
Magnolia St	Orange Grove Ave	Meridian Ave	Pending Design
Milan Ave	Monterey Rd	Mission St	Pending Design
Mound Ave	Fair Oaks Ave	CDS	Pending Design
Mound Ave	Begin PCC	End PCC	Pending Design
Mound Ave	Mission St	PCC	Pending Design
Oaklawn Ave	Fremont Ln	End	Pending Design
Oaklawn Ave	Columbia St	Fremont Ln	Pending Design
Oliver St	Meridian Ave	Fairview Ave	Pending Design
Ozmun Ct	Fremont Ave	Stratton Ln	Pending Design
Prospect Ave	Mission St	Grevelia St	Pending Design
Prospect Ln	Magnolia St	Grevelia St	Pending Design
Stratton Ln	Fremont Ln	Ozmun Ct	Pending Design

As a result of insufficient funds and lack of resources, staff was not able to execute the design and construction of some of the projects adopted by the Council in FY 2018-2019, FY 2019-2020, FY 2020-2021 and FY 2021-2022. The construction estimates previously provided did not account for curb and gutter repair, sidewalk tripping hazards and ADA upgrades to the existing infrastructure. Additionally, the FY 2021-2022 project list inadvertently included streets that would have otherwise been submitted in FY 2022-2023. Furthermore, an increased inflation rate has impacted construction project budgets and caused an increase in material costs, machinery, and labor. As a result, staff is proposing to relist the previously adopted street segments and allocate the FY 2022-23 RMRA funds towards the execution of the previously committed projects. Relisting the projects in the adopted resolution shall reaffirm the City's intent to the public and the State to fund the previously committed projects with RMRA revenues.

**Fiscal Impact**

Historically SB1 has provided approximately \$500,000 in local return funds to the City annually. For FY 2022-2023, the expected SB1 funding to the City is \$585,093. The



Resolution Adopting SB1 Proposed Project List

June 15, 2022

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amount of SB1 funding provided to local agencies is a function of the gas sales in the area. A city receiving an apportionment of RMRA funds is required to sustain a Maintenance of Effort (MOE) by spending at least the annual average of its eligible fund expenditures during the Fiscal Years 2009-2010, 2010-2011, and 2011-2012 for street, road, and highway purposes. The state established MOE for the City is \$1.4M, meaning the City must spend that amount annually in order to maintain eligibility for the funds.

**Community Outreach, Commission Review and Recommendation**

The street segments were previously reviewed and recommended by the Mobility and Transportation Infrastructure Commission (MTIC) during the adoption fiscal year, where public comment was solicited. On May 17, 2022, the plan to apply newly requested SB1 funds to previously identified projects were discussed with the MTIC.

Attachment: Resolution Adopting SB 1 Project List

**ATTACHMENT 1**  
SB1 Fiscal Year 2022-2023 Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
IDENTIFYING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23  
FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of South Pasadena (City) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive RMRA funding in the amount of \$585,093 in Fiscal Year (FY) 2022-2023 from SB 1; and

**WHEREAS**, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list. The City's Mobility and Transportation Infrastructure Commission (MTIC) reviewed the proposed project list, received public input and provided a recommendation to the City Council; and

**WHEREAS**, the City used a Pavement Management System (PMS) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment. The PMS generates a comprehensive report of the citywide pavement condition index (PCI) for all streets. The PCI, engineering recommendation, citizen participation, and MTIC input are utilized to establish the proposed capital improvement program annually; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate streets/roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and

**WHEREAS**, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an at-risk condition, and this revenue will help the City increase the overall quality of our road system and over the next decade will bring the City’s streets and roads into good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

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

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The following list of previously proposed and adopted projects will be funded in-part or solely with FY 2022-23 Road Maintenance Rehabilitation Account revenues. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**Project Description** – The project scope of work consists of street and highway pavement maintenance; rehabilitation, installation, construction, and reconstruction of necessary associated facilities such as drainage and traffic control devices; maintenance, rehabilitation, installation, construction, and reconstruction of facilities that expand ridership on transit systems; safety projects to reduce fatalities; or as a local match to obtain state or federal transportation funds for similar purposes.

<b>Street Segment</b>	<b>From</b>	<b>To</b>	<b>Est. Life</b>
ARROYO DR	PASADENA AVE	MISSION ST	15/17 Yrs.
ARROYO DR	MISSION ST	ARROYO VISTA PL	15/17 Yrs.
ARROYO DR	ARROYO VISTA PL	HERMOSA ST	15/17 Yrs.
ARROYO DR	HERMOSA ST	N CITY LIMITS	15/17 Yrs.
BRUNSWICK AVE	MONTEREY AVE	KOLLE AVE	15/17 Yrs.
BRUNSWICK AVE	KOLLE AVE	SAINT ALBANS AVE	15/17 Yrs.
FAIR OAKS AVE	OAK ST	PCC BEGIN	15/17 Yrs.
FAIR OAKS AVE	OAK ST	MONTEREY RD	15/17 Yrs.
HUNTINGTON DR	S CITY LIMITS	MAPLE WY	15/17 Yrs.
HUNTINGTON DR	MAPLE WY	S CITY LIMITS	15/17 Yrs.
HUNTINGTON DR	MAPLE WY	END OF AC	15/17 Yrs.
HUNTINGTON DR	FREMONT AVE	MAPLE WY	15/17 Yrs.
BEACON AVE	OLIVER ST	DEAD END	15/17 Yrs.
BEECH ST	MERIDIAN AVE	HUNTINGTON DR	15/17 Yrs.
BUENA VISTA ST	PROSPECT AVE	FREMONT AVE	15/17 Yrs.

<b>Street Segment</b>	<b>From</b>	<b>To</b>	<b>Est. Life</b>
FAIRVIEW AVE	GREVELIA ST	END	15/17 Yrs.
FAIRVIEW AVE	MISSION ST	END	15/17 Yrs.
FAIRVIEW AVE	BUENA VISTA ST	DEAD END	15/17 Yrs.
FREMONT LN	FREMONT AVE	OAKLAWN AVE	15/17 Yrs.
GREVELIA ST	ORANGE GROVE AVE	MERIDIAN AVE	15/17 Yrs.
GREVELIA ST	MERIDIAN AVE	FREMONT AVE	15/17 Yrs.
GREVELIA ST	FREMONT AVE	FAIR OAKS AVE	15/17 Yrs.
HIGHLAND ST	MERIDIAN AVE	FAIRVIEW AVE	15/17 Yrs.
HOPE CT	HOPE ST	MAGNOLIA ST	15/17 Yrs.
HOPE ST	MERIDIAN AVE	FREMONT AVE	15/17 Yrs.
HOPE ST	FREMONT AVE	FAIR OAKS AVE	15/17 Yrs.
HOPEWELL LN	HOPE ST	MAGNOLIA ST	15/17 Yrs.
LYNDON ST	MERIDIAN AVE	DEAD END	15/17 Yrs.
LYNDON ST	EL CERRITO CIR	FREMONT AVE	15/17 Yrs.
LYNDON ST	FREMONT AVE	FAIR OAKS AVE	15/17 Yrs.
LYNDON ST	FAIR OAKS AVE	MARENGO AVE	15/17 Yrs.
MONTROSE LN	PICO ALLEY	OXLEY ST	15/17 Yrs.
HARRIMAN AVE	HILL AVE	CDS	15/17 Yrs.
CAMDEN PKWY	CAMDEN AVE	COURT AVE	15/17 Yrs.
AVON PL	OXLEY ST	MISSION ST	15/17 Yrs.
AVON PL	OXLEY ST	SOUTH END	15/17 Yrs.
PACIFIC ALLEY	FAIR OAKS AVE	MARENGO AVE	15/17 Yrs.
MONTROSE LN	NORTH ALLEY	SOUTH ALLEY	15/17 Yrs.
OAK CREST AVE	ALTA VISTA AVE	CDS	15/17 Yrs.
MARTOS DR	INDIANA AVE	END	15/17 Yrs.
OAK HILL LN	OAK HILL AVE	CDS	15/17 Yrs.
MAGNOLIA LN	HOPE ST	MAGNOLIA ST	15/17 Yrs.
MAGNOLIA LN	MAGNOLIA ST	GREVELIA ST	15/17 Yrs.
MAGNOLIA ST	ORANGE GROVE AVE	MERIDIAN AVE	15/17 Yrs.
MILAN AVE	MONTEREY RD	MISSION ST	15/17 Yrs.
MOUND AVE	FAIR OAKS AVE	CDS	15/17 Yrs.
MOUND AVE	BEGIN PCC	END PCC	15/17 Yrs.
MOUND AVE	MISSION ST	PCC	15/17 Yrs.
OAKLAWN AVE	FREMONT LN	END	15/17 Yrs.
OAKLAWN AVE	COLUMBIA ST	FREMONT LN	15/17 Yrs.
OLIVER ST	MERIDIAN AVE	FAIRVIEW AVE	15/17 Yrs.
OZMUN CT	FREMONT AVE	STRATTON LN	15/17 Yrs.
PROSPECT AVE	MISSION ST	GREVELIA ST	15/17 Yrs.
PROSPECT LN	MAGNOLIA ST	GREVELIA ST	15/17 Yrs.
STRATTON LN	FREMONT LN	OZMUN CT	15/17 Yrs.

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

**PASSED, APPROVED, AND ADOPTED ON** this 15th day of June, 2022

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk



# City Council Agenda Report

ITEM NO. 15

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** H. Ted Gerber, Director of Public Works

**SUBJECT:** **Authorize Contract Amendment for Interim Emergency Tree Services with West Coast Arborists, Inc. for a Total Not-to-Exceed Amount of \$30,000**

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## Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim emergency on-call tree services with West Coast Arborists, Inc. (WCA), in an amount not to exceed \$30,000.

## Background

South Pasadena has a mature urban forest that contains over 10,000 trees. The City has been an Arbor Day Foundation Tree City, USA, for over 23 years. To maintain the urban forest properly, the City has established a maintenance plan, where trees are pruned and inspected regularly, and new trees are planted to fill the existing vacant tree wells and replace aging trees.

The City's current five-year agreement for such services with West Coast Arborists (WCA) expires on June 30, 2022. The City is in the process of requesting proposals from qualified contractors specializing in tree care to maintain South Pasadena's urban forest. In the interim, the City proposes to execute a bridge agreement with WCA to address emergency on-call tree services such as removal of fallen trees and tree limbs from streets and City property. The proposed contract amendment includes provisions for WCA to supply personnel, equipment, and other materials used in completing work in an emergency. This includes nighttime, weekend, and holiday work.

## Analysis

On February 21, 2018, the City Council approved a three-year maintenance agreement with WCA to perform urban forestry services, and authorized a not-to-exceed contract amount of \$375,000 for Fiscal Year (FY) 2017-2018. On August 15, 2018, the City entered into a first amendment to the contract with WCA for urban forestry services for a not-to-exceed amount of \$404,500 for FY 2018-2019. On August 21, 2019, the City entered into a second amendment to the contract with WCA for urban forestry services for an amount not to exceed \$379,500 for FY 2019-2020. On July 15, 2020, the City

entered into a third amendment to the contract with WCA for urban forestry services for a not-to-exceed amount of \$379,500 for FY 2020-2021. In addition, on October 20, 2021, the City entered into a fourth amendment to the contract with WCA for urban forestry services for a not-to-exceed amount of \$465,000 for FY 2021-2022. This fifth contract amendment for \$30,000 would provide emergency services for the first quarter of FY 2022-2023, from July 2022 through September 2022, while staff work on a Request for Proposal (RFP) for a new contract.

### **Fiscal Impact**

Adequate funding for FY 2022-2023 emergency tree services is available in the City's Street Tree Maintenance Contract Services Account No. 215-6010-6310-8180-000 within the proposed FY 2022-2023 annual budget.

### **Environmental Analysis**

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

### **Attachments**

1. Proposed Fifth Amendment to Maintenance Agreement with West Coast Arborists, Inc.
2. Maintenance Agreement for contractor services with West Coast Arborists, Inc.
3. First, Second, Third, and Fourth Contract Amendments with West Coast Arborists, Inc.



**ATTACHMENT 1**

Fifth Amendment to Maintenance Agreement with  
West Coast Arborists, Inc.

**FIFTH AMENDMENT TO  
MAINTENANCE AGREEMENT**

THIS AMENDMENT ("Amendment") is made on this 15th day of June 2022, by and between the CITY OF SOUTH PASADENA ("CITY") and WEST COAST ARBORISTS INC. ("CONTRACTOR").

**RECITALS**

**WHEREAS**, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement ("Agreement") for Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree-related response, and consulting arborist services; and

**WHEREAS**, the original Agreement was in the amount of \$375,000 for the Fiscal Year 2017-2018 urban forestry services; and

**WHEREAS**, on August 15, 2018, the City and Contractor entered into the first contract amendment for 2018-2019 urban forestry services in the annual amount not to exceed of \$404,500; and

**WHEREAS**, on August 21, 2019, the City and Contractor entered into the second contract amendment for 2019-2020 urban forestry services in the annual amount not to exceed of \$379,500; and

**WHEREAS**, on July 15, 2020, the City and Contractor entered into the third contract amendment for 2020-2021 urban forestry services in the annual amount not to exceed of \$379,500; and

**WHEREAS**, on November 9, 2021, the City and Contractor entered into the fourth contract amendment for 2021-2022 urban forestry services in the annual amount not to exceed of \$465,000; and

**WHEREAS**, it is recommended Contractor continue to perform emergency on-call urban forestry services for the City during an interim period in the first quarter of Fiscal Year 2022-2023; and

**WHEREAS**, the costs for said services, on an as-needed basis, shall be in an amount not to exceed \$30,000.

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

1. That Section 3.3 "Maximum Amount" of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is Two Million, Thirty-Three Thousand, Five Hundred Dollars (which includes the compensation for the original scope of services for the fiscal year 2017-2018 in the amount of \$375,000, additional services for the fiscal year 2018-2019 in the amount of \$404,500 for the First Amendment, services for the fiscal year 2019-2020 in the amount of \$379,500 for the Second Amendment, and services for the fiscal year 2020-2021 in the amount of \$379,500 for the Third Amendment, services for the fiscal year 2021-2022 in the amount of \$465,000 for the Fourth Amendment, and emergency on-call services for the fiscal year 2022-2023 in the amount of \$30,000 for this Fifth Amendment, totaling \$2,033,500). For services performed from July 1, 2022 through September 30, 2022, Contractor shall not be entitled to payment in excess of \$30,000 for services rendered.

2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:

The term of this Agreement shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15. For the amended contract period of July 1, 2022 through September 30, 2022, the scope of work of Contractor is acknowledged to only be for emergency on-call services.

3. That Section 14 NOTICES of the Agreement is hereby amended to read as follows:

If to City:

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

If to Contractor:

Victor Gonzales  
West Coast Arborists, Inc.  
Vice President, Marketing  
2200 East Via Burton  
Anaheim, CA 92806  
Telephone: (714) 991-1900  
Facsimile: (714) 956-3745

With courtesy copy to:

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

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

"City"  
City of South Pasadena

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

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

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

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

"Contractor"  
West Coast Arborist, Inc.

By:   
*Signature*

Printed: Patrick Mahoney

Title: President

Date: 06/08/22

**Attest:**

By: \_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Andrew L. Jared, City Attorney

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

**ATTACHMENT 2**  
West Coast Arborist Approved Maintenance  
Agreement

**MAINTENANCE AGREEMENT  
Providing Payment of Prevailing Wages**

**(City of South Pasadena / West Coast Arborists Inc.)**

**1. IDENTIFICATION**

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and West Coast Arborists Inc. (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following recurring maintenance services from a contractor: Urban forestry services for the City of South Pasadena trees including tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services.
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such maintenance services as are set forth in the Special Provisions attached hereto as “Exhibit A” and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Kristine Courdy, Public Works Operations Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is three hundred and seventy five thousand Dollars (\$375,000.00). Breakdown of the cost of

each item is included in the Payment for Services attached hereto as “Exhibit “B and incorporated herein by this reference.

- 3.4. “Payment for Services”: City shall pay for the services performed by the Contractor pursuant to the terms of this Agreement. The compensation is set forth in the “Payment for Services” attached hereto as “Exhibit B” and incorporated herein by this reference.
- 3.5. “Commencement Date”: February 21, 2018.
- 3.6. “Termination Date”: June 30, 2021.

#### **4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15 (“Termination”) below. The contract may be extended for an additional two years under the same terms and conditions at the sole discretion of the City Manager or his/her representative, unless earlier terminated as provided in Section 15 herein. If the City desires to exercise the two year renewal option, the City shall notify the Contractor in writing. If the Contractor desires to adjust the rates as set forth in “Exhibit B” for such extension period, Contractor shall give City written notice sixty (60) days in advance for such adjustment. In no case shall said adjustment exceed the increase (or decrease) represented by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside standard Metropolitan Statistical Area (“Index”) for March of the term then expiring from the Index for March one year prior thereto.

#### **5. CONTRACTOR’S DUTIES**

- 5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. No additional work should be performed unless otherwise authorized by the City in writing.
- 5.2. **Performance to Satisfaction of City:** Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Contractor agrees that the services rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the

work will be done by the Agreement Administrator or their designee. If the quality of the work is not satisfactory, the City in its sole discretion has the right to:

- Meet with the Contractor to review the quality of the work and resolve the matter of concern;
- Require the Contractor to repeat the work at no additional fee until satisfactory; and/or
- Terminate the Agreement as hereinafter set forth.

**5.3. Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

**5.4. Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

**5.5. Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

**5.6. Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

**5.7. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Herminio Padilla shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

**5.8. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.



- 5.9. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.10. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.11. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **6. SUBCONTRACTING AND ASSIGNMENT**

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in

all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## **7. COMPENSATION**

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

## **8. LABOR CODE**

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted

from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code Section 1811 and Labor Code Section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code Section 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code Section 1810 and Labor Code Section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work

more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the Department of Industrial Relations (DIR).

## **9. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **10. RELATIONSHIP OF PARTIES**

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

employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor’s behalf.

**11.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

**12.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

**12.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:

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

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

- Professional Liability Insurance: \$2,000,000 per occurrence,  
\$4,000,000 aggregate
- General Liability:
  - General Aggregate \$4,000,000
  - Products Comp/Op Aggregate \$4,000,000
  - Personal & Advertising Injury \$2,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 100,000
  - Medical Expense (any 1 person) \$ 10,000

- Workers' Compensation:
  - Workers' Compensation                      Statutory Limits
  - EL Each Accident                              \$1,000,000
  - EL Disease - Policy Limit                      \$1,000,000
  - EL Disease - Each Employee                      \$1,000,000
  
- Automobile Liability:
  - Any vehicle, combined single limit      \$1,000,000

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

- 12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker’s Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.8. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed

operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.



**12.13. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

**12.14. Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### **13. MUTUAL COOPERATION**

**13.1. City Cooperation in Performance.** City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

**13.2. Contractor Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

### **14. NOTICES**

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

If to City:

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

If to Contractor:

Victor Gonzales  
West Coast Arborists Inc.  
Vice President, Marketing  
2200 East Via Burton  
Anaheim, CA 92806  
Telephone: (714) 991-1900  
Facsimile: (714) 956-3745

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

- 16.1. City Termination.** City may terminate this Agreement for any reason on thirty calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon thirty calendar days' notice.

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

## **17. INTERPRETATION OF AGREEMENT**

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

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

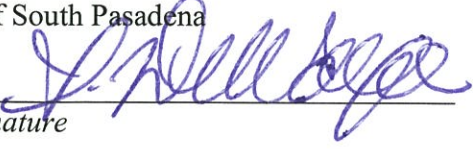
## **18. GENERAL PROVISIONS**

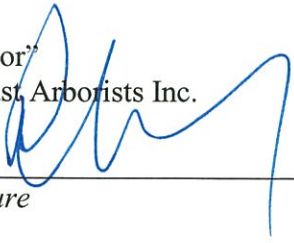
- 18.1. Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally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

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

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

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

“City”  
City of South Pasadena  
By:   
Signature

“Contractor”  
West Coast Arborists Inc.  
By:   
Signature

Printed: STEPHANIE DEWOLFE

Printed: Patrick Mahoney


Title: CITY MANAGER

Title: President

Date: 02/21/2018

Date: 2/16/18

**Attest:**

By:   
Evelyn G. Zneimer, City Clerk

Date: 02/21/2018

**Approved as to form:**

By:   
Teresa L. Highsmith, City Attorney

Date: 02/21/2018

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 2/16/18



\_\_\_\_\_  
Signature  
Patrick Mahoney  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title

## Exhibit A Scope of Services

### **SCOPE OF SERVICE**

Contractor shall perform completely all work and incidentals appurtenant to the Specifications of the contract. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

Urban forestry services include complete responsibility for proper care of all trees including tree trimming, tree removal, tree planting, tree health care, emergency response, and consulting arborist services in the City of South Pasadena.

### **REQUIRED QUALIFICATIONS**

The firm must hold a valid State of California Contractor's License (D49 and C27) in addition to providing current OSHA certification for all aerial devices to be used during this project. Contractor's Account Manager, Supervisor and Consulting Arborist must have a valid ISA Certified Arborist credential. These provisions must be kept current throughout the entirety of the contract.

Persons performing the work outlined in the contract must be qualified and trained in the urban forestry services industry. The use of subcontractors is not allowed except for specialized services. The subcontractor must be approved by the City prior to performing any work. The Contractor shall also maintain at least one (1) English-speaking foreman on-site at all times.

The firm is required to provide and operate an electronic tree inventory and work order system that is Geographical Information System (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree. The Contractor must submit and overview and information on their proposed electronic tree inventory and work order system for prior City approval before use.

The firm shall provide the City with a "Quality Control Plan" with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets Senate Bill 198 requirements for injury and illness prevention.



### **ADDITIONS/DELETIONS OF SERVICE**

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this contract, prices for such additions shall be in accordance with the Payment for Services schedule set for in "Exhibit B". No additional work should be performed unless otherwise authorized by the City in writing.

### **CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

### **RECORDS AND REPORTS**

Contractor shall prepare and submit to the Parks Supervisor/Public Works Operations Manager such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Parks Supervisor/Public Works Operations Manager to evaluate the performance of such services. The Parks Supervisors/Public Works Operations Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Parks Supervisor/Public Works Operations Manager upon the termination of this Agreement, and Contractor shall have no claim for further compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Parks Supervisor/Public Works Operations Manager.

## SPECIAL PROVISIONS

### 1) General Requirements:

- a. Contractor must hold a valid, in good standing California D-49 and C-27 Contractor's License through the duration of the contract term.
- b. Normal working hours shall be 7:00 a.m. to 5:00 p.m. Monday through Friday. Use of motorized equipment must follow Chapter 19A of the City Municipal Code. Any afterhours work must be approved by the City in writing.
- c. Contractor shall be responsible for carefully inspecting the tree for any bird nests before beginning any tree operations Contractor shall stop work and notify the City if a bird nest is found while performing services. Services shall be scheduled after the bird nesting s complete. Contractor shall follow the Los Angeles Audubon Society Guide to Bird Friendly Tree and Shrub Trimming and Removals Guidelines.
- d. Assembly Bill 73:
  - i. The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least two (2) days prior to excavation..."
  - ii. Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.
  - iii. Two (2) working days before starting any work below ground level, the Contractor shall contact Dig Alert at 1-800-227-2600. Contractor shall make sure utilities are located in the area and arrange their work so as not to damage any utility services. The Contractor is responsible for providing Dig Alert related field markings and coordination.
- e. The City will own all final documents developed ruing the services.

- 2) Services to be Provided: Contractor shall furnish all labor, equipment, materials and supervision to perform maintenance services for City trees as described herein including, but not limited to, the following:

- a. Tree Pruning (Grid Trim or Service Request Trim);
- b. Tree Removal;
- c. Stump Removal;
- d. Root Pruning;
- e. Tree Planting;
- f. Tree Staking;
- g. Removal of Hazardous Branches;
- h. Removal of tree debris and/or tree trimmings;
- i. Worksite Cleanup;
- j. Repair of Damaged Sprinklers;
- k. Repair or Replacement of Damaged Fences or Walls;
- l. Soil Replacement;
- m. Damaged Tree and /or Shrub Replacement;
- n. Collection of Tree Inventory Data;
- o. Distribution of No Parking Signs and Door hangers;
- p. Contact with the Public;
- q. Employee Uniforms with Company Logo or Designation;
- r. Vehicles and Equipment with Company Logos or Designation;
- s. Traffic Control; and
- t. Other Services Set Forth in this Agreement.

All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or their designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by the Contractor. Trimmed trees rejected by the Director, or their designated representative(s), shall be excluded from payment.

Contractor shall have the duty to provide services for City trees as assigned.

Contractors shall be available twenty four (24) hours per day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

Contractor has the duty to familiarize and fully acquaint themselves with the conditions and possible difficulties associated with the performance of the contract. Contractor shall be responsible for carefully verifying the number of trees, tree varieties, and tree locations for any proposed work.

No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

- 3) **Areas to be Maintained:** Worksites will include City trees within the Public right-of-way. Worksites will also include Parks, Water Reservoirs, Medians, Parkways, Public Facilities or other areas where trees are under the jurisdiction of the City of South

Pasadena. Trees to be serviced will be provided on a monthly basis and may consist of individual trees located throughout the City. It should be understood that this project may not be solely "section" or "block" type tree trimming.

4) **Definitions:**

- a. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or their delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- b. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.
- c. The following are definitions for terms used in this project:
  - i. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
  - ii. Callus shall refer to the new growth made by the cambium layer around all of a wound.
  - iii. Cambium Layer shall mean the growing point between bark and sapwood.
  - iv. Closure shall refer to the roll of the callus growth around the wound area.
  - v. Crown shall mean the head or canopy of tree foliage.
  - vi. The Cut shall mean the exposed wood area that remains after the branch has been removed.
  - vii. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.

- viii. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.
- ix. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
- x. Grid Trim shall consist of a group of trees to be pruned in a localized area as defines by the Director.
- xi. Leader shall mean central growth shoot.
- xii. Lifting shall refer to the removal of lower branches for under clearance.
- xiii. Parent System shall mean the main trunk system of the tree.
- xiv. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
- xv. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.
- xvi. Sap Flow shall mean the definite course assumed by sap in its movement through the tree.
- xvii. Scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.
- xviii. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
- xix. Service Request Trim shall mean trees requiring service prior to their regularly scheduled grid or annual trim or to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance, utility line clearance, or broken limbs will be performed as a “Service Request.”
- xx. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
- xxi. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
- xxii. Topping see Cut Back.

- xxiii. Tracing shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
  - xxiv. Trimming see Pruning.
  - xxv. Inspector shall mean the duly authorized representative of the Director who shall monitor the contractor's progress within the Urban Forestry project area he/she is assigned to.
  - xxvi. Trash and Litter shall mean any debris generated by the Contractor within the Urban Forestry project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.
- d. **Emergency Work Charges:** Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays.
  - e. **Hourly Work Charges:** Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, restaking and/or removal of young trees, and other services need generally as a result of storm damage. This work shall occur during normal working hours.

**5) Information Technology and System Requirements:**

- a. Contractor is required to provide and operate an electronic tree inventory and work order system that is GIS based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree.
- b. Contractor is responsible for providing the City representative and their staff with login and password information for the system.
- c. Contractor is required to maintain the system through the entire contract term and issue any system updates needed.
- d. The existing City tree inventory will be provided to the Contractor in an Excel and Shape file format so it can be uploaded into the Contractor's system. The existing City's tree inventory contains the following information: Inventory Identification, District, Address, Tree Location (example: park, median, side, front), Tree Number, Tree Species (both common name and botanical name), diameter at breast height (DBH) expressed in a range, height expressed in a range,

Tree Condition, Latitude, Longitude, parkway width, location information, and past work history.

- e. Contractor's crews shall be provided with mobile devices to perform any updates to the tree inventory from the field.
- f. Maintaining and Updating City Tree Inventory:
  - i. During any services performed by the Contractor, the Contractor shall update the tree inventory including maintenance performed, updated condition, updated DBH, and updated height.
  - ii. If the City requests additional trees to be planted in the City, then the Contractor shall create new planting sites at the City requested location.
  - iii. The City tree inventory including any updates or revisions shall belong to the City. The Contractor shall supply the City with an updated Excel file of the tree inventory at the end of the contract term.
  - iv. The City will own all final documents and data developed during the services.

6) **General Tree Pruning Requirements:** All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

- a. Removal of Laterals: The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar). For any branch too large to be held while being cut, remove by means of the following cuts:
  - i. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).
  - ii. Cut off the branch beyond the undercut where necessary. to prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
  - iii. Remove the remaining stub via a final cut, as described above (Section 6 a 1).
- b. Removal of Terminals (Tip Thinning and Drop Crotching): Thinning or "Lacing out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal

being removed). Remove numerous small terminals and laterals rather than taking out a few large ones.

Size Reduction takes out portions of the crown for height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.

Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

- i. Obstructing branches. Clear walks, traffic ways, buildings and other manmade structures. Clear other trees, plants as needed.
  - ii. Dead, broken, diseased or weak branches. (Also, stubs left by previous pruners).
  - iii. Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.
  - iv. Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.
  - v. Parallel branches. Branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.
  - vi. Wind-breakage risks. Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
  - vii. Branches that disrupt tree form. Excessively vigorous branches, or those that run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe).
- c. On trees known to be diseased, tools are to be disinfected with methyl alcohol at seventy percent (denatured wood alcohol diluted appropriately with water) or a Clorox (bleach) solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.



- d. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate.
- e. All girdling roots visible to the eye are to be reported to the Director.
- f. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, shall be reported in writing to the Director and corrective measures recommended.
- g. When pruning trees, the contractor shall make all trees shapely and typical of their species. Under no circumstances shall the any tree have their central leader removed without written consent from the Director.
- h. Tree Trimming Classifications and Tasks:
  - i. Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public right-of-ways.
  - ii. A Clearance Trim shall consist of: Removing branches to provide a 14 foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
  - iii. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

7) **General Palm Trimming Requirements:** All work shall be done in accordance with the following guidelines:

- a. Live fronds shall be removed as close as possible to the trunk. The remaining fronds are to be approximately forty five (45) degrees to the trunk.

- b. All dead fronds and parts thereof shall be removed to a sound, intact portion, neatly and closely trimmed to the circumference of the trunk.
- c. All vines shall be removed from the trunk and cut at ground level.
- d. Only full, live fronds shall remain at the crown. Precaution shall be taken so that remaining fronds and stalks are not partially cut.
- e. Climbing spurs are not to be used when trimming trees, because of the damage caused to trees. Under special conditions, the Director may consider the use of climbing spurs. The request must be in writing and there is no assurance that permission to use climbing spurs will be granted.
- f. The work shall include daily clean up and disposal of all branches, fronds, stubs, twigs, leaves and other debris resulting from the trimming operation including debris that fell into a neighboring tree resulting from the trimming operation.

**8) Tree and Stump Removal Requirements:**

- a. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working conditions and/or other hazardous conditions to individuals, landscape, structures, or obstacles.
- b. Trees shall not be stump cut and felled.
- c. Tree stumps not designated for removal shall be cut flush with the ground.
- d. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth removal. All surface roots within a depth of eight inches (8") in a twelve foot (12') diameter zone around the tree shall also be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.
- e. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded.
- f. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. At all times the Contractor shall maintain access to the public right of way, such as street, sidewalks, and driveway aprons prior to vacating the worksites.

- g. All areas shall be left clean and free of debris at the close of each day's operation.
- h. All debris shall be properly disposed of offsite and at the Contractor's expense. All green waste products from Contractor's work shall be recycled. Contractor to provide weight slips or documentation on the disposal of the material.

**9) Root Pruning:**

- a. Root pruning consists of cutting the roots vertically with a power root cutter, along a straight, linear plane, usually along the curb and sidewalk and adjacent to the tree, to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.
- b. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
- c. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. The sprinkler system shall be verified as operational, with any damage repaired within 24 hours.

**10) Tree Planting:**

- a. The City shall prepare a work order of tree planting locations throughout the City.
- b. Contractor shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
- c. Contractor shall provide a ninety (90) day warranty for all tree plantings. Contractor is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at the Contractor's sole expense. The warranty period will start over for any trees that require replacement.

**11) Work Schedule:**

- a. Work will be assigned and completed on a monthly basis.
- b. Contractor shall provide the City with a proposed schedule one (1) week in advance of performing services. Contractor shall notify City representative when they arrive on site to perform services within the City.

- c. Contractor will secure a list of tree maintenance locations from the Public Works Department during the last week of the month that identifies work assignments for the following month.
- d. Contractor shall keep the Public Works Department informed of their progress at all times.
- e. Upon submission of each monthly invoice during the term of this contract, the contractor shall submit to the Director a report describing in detail all work performed during the previous month. Said report shall be in a form easily transferred or downloaded into the City of South Pasadena Urban Forestry Database and include the following:
  - i. Date the work was performed.
  - ii. Tree address and location.
  - iii. Tree species (within attribute range).
  - iv. Diameter of trunk at breast height (within attribute range).
  - v. Tree height (within attribute range).
  - vi. Tree condition (within attribute range).
  - vii. Any visible decay, conks or hazardous condition.

**12) Contractor's Liability:**

- a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired and/or replaced at the Contractor's own expense.
- b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Irrigation damage shall be repaired or replaced within the following time limits:
  - i. Mainline irrigation breaks shall be repaired within two (2) hours.

- ii. All other irrigation repair and/or replacement shall be completed within twenty four (24) hours.
- d. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced within forty-eight (48) hours:
- i. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Prior to trimming or removing any trees in large turf areas, the Contractor is required to lay down ¾ inch thick plywood sheets or approved equal to protect turf from damage and settling from vehicles traffic. Plywood is to be removed immediately after the completion of work. No plywood or mats are to be left more than five (5) hours on turf to prevent turf burn or compaction. Any physical damages incurred by the Contractor to private or public property shall be corrected by the Contractor in a manner and within a time period dictated by the Public Works Department. Failure by the Contractor to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred in causing said corrections to be made.
  - ii. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.
  - iii. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.
  - iv. Damage to trees shall be addressed in the following manner:
    - 1. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.
    - 2. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.
- e. Any damage to public or private property shall be reported to the City within one (1) hour.

- f. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.

**13) Unauthorized Removals:** Unauthorized tree removals will incur the following penalties:

- a. Under twelve inch (12") diameter: \$ 1,200.00
- b. 12" to thirty six inch (36") diameter: \$ 2,400.00
- c. 36" diameter or greater: \$ 3,600.00

**14) Public Relations:**

- a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.
- b. Contractor shall have the duty to purchase and supply door hangers printed in English, acceptable to the City, and distribute to residents where tree maintenance is planned seventy two (72) hours prior to the work being completed.

**15) Inspections:**

- a. Inspections will be performed at times mutually agreed upon by the Parks Supervisor and the Contractor representative. The Parks Supervisor may make random visits when the Contractor is working in a specific area at their discretion.
- b. All inspections called for by the Contractor shall be requested at least forty-eight (48) hours prior to the anticipated inspection.
- c. All work shall meet the approval of the Director or their designated representative, or is rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City.
- d. If the Contractor calls for inspections and is not ready for the inspections, the Contractor shall be back charged at the hourly rate, including travel time, for all members of the team of inspectors involved.

**16) Hazardous Conditions:**

- a. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe

practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- e. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

**17) Safety:**

- a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, Senate Bill (SB) 198, California Department of Transportation (Caltrans) traffic control, American National Standards Institute (ANSI), OSHA and California OSHA (CALOSHA).
- b. The Director, or their representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- c. Contractors shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director. The Contractor must abide by the provisions of the "2016 WORK AREA TRAFFIC CONTROL HANDBOOK" published by Building News, Inc., and Caltrans traffic control requirements. When work is in progress, no street may be closed. Work may be only performed on one (1) side of the street at a time with proper traffic control and flagging.

- d. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.
  - i. High Level Warning Devices shall be at least 9 feet high with legs, base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning Devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.
  - ii. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractors. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.
  - iii. High Level Warning Devices shall be used where indicated by the Director, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.
- e. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. On divided roadways, supplemental Advance Warning signs shall be placed on the divider.

**18) Contractor's Field Staff:**

- a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.
- b. Contractors shall have competent field supervisors furnished with a cell phone, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical



background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. Contact information for the Supervisor shall be provided to the City.

- c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of South Pasadena.
- d. Contractors shall require each of their employees to wear basic public works working uniform with clear identification. These are basically proper boots, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.
- e. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the tree maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

**19) Contractor's Office Staff:**

- a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of South Pasadena or the Director.
  - i. This person(s) shall be reachable twenty-four (24) hours per day.
  - ii. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
  - iii. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of South Pasadena.
  - iv. During normal working hours, the Contractor and/or supervisors, who are responsible for providing tree maintenance services, shall be available for notification through pager, cellular telephone and/or radio communication.

**20) Storage Facilities:** The City of South Pasadena shall not provide any storage facilities for the Contractor.

**21) Signs:**

- a. Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director.
- b. Contractors shall, at all times, remove all unauthorized signs and advertising matter from trees receiving maintenance.

**22) Non-Interference:** Contractors shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

**23) Parking:**

- a. Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.
- c. The City of South Pasadena will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

**24) General Clean-up:**

- a. The Contractor shall promptly clean all job sites when work is completed, including the raking of leaves, twigs, and other debris generated from their operation, from the lawn, sidewalk and parkway and sweep the street.
- b. Each day's scheduled work shall be completed and cleaned up prior to the Contractor vacating the work site. Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

**25) Aerial Utilities:**

- a. Contractor shall trim limbs a minimum of five (5) feet from street lights.
- b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988, Safety Requirements.
- c. The Contractor shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.

**26) Temporary "No Parking" Signs:**

- a. During tree services, the contractor shall post "No Parking" signs forty eight (48) hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.
- b. All costs for furnishing, posting and maintaining temporary "No Parking" signs shall be included in the various bid items and the Contractor shall be awarded no additional compensation for performing this function.
- c. "No Parking" signs shall be supplied by the Contractor and be constructed as follows:
  - i. Minimum size nine inches (9") by twelve inches (12").
  - ii. Color shall be red on white background.
  - iii. Markings and materials will be suitable so as to withstand exposure to inclement weather.
  - iv. Lettering size shall be a minimum of half inch in height.
  - v. Sign shall be approved by the Director prior to placement.
- d. The following information will appear on each posted "No Parking" sign:
  - i. "Temporary No Parking", "Tow Away", "By Order of the Police Department".
  - ii. Date(s) sign is in effect.

- iii. Time period sign is in effect.
  - iv. Reason for posting (i.e. Tree Trimming, Tree Removal, Tree Planting, etc.).
  - v. Date and time the sign was posted.
- e. Signs shall be posted conspicuously so as to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted areas.
  - f. Signs shall not be posted more than fifty feet (50') apart.
  - g. Signs shall not be posted on private property.
  - h. Signs shall be posted within the parkway area or as close to the roadway as practical.
  - i. Signs shall be posted at the height so as to be visible over parked vehicles, but not higher.
  - j. Signs shall be securely fastened but in such a manner as to not damage the item to which they are affixed.
  - k. Signs may be posted on any standard or tree within the parkway, except that in the absence of such items, signs may be attached to traffic barricades.
  - l. Signs must be removed after tree services are completed.

**27) Removal of Brush, Debris and All Equipment:** It shall be the responsibility of the Contractor to ensure that the street, parkway, sidewalk, and slope areas of all property shall be left free of debris and equipment. This includes, but is not limited to cones, signs, dumpsters, safety devices, and all heavy and light equipment and vehicles, which shall be removed at the close of each day's operation. With the exception of the actual work performed, all sites shall be in their original condition at the conclusion of each working day. An exception to this paragraph is if the homeowner desires that the wood be cut up and left in the parkway. If this is the case, Contractor will cut up wood and stack in parkway.

**28) Emergency Calls for Tree Services:**

- a. The Contractor is required to respond on an on-call basis for emergency work such as downed trees and branches. Emergency work may occur twenty-four (24) hours a day, seven (7) days a week including weekdays, weekends, and holidays.

- b. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
- c. The Contractor shall have the duty to respond to emergency calls within two (2) hours from time of notification.
- d. Contractor must designate a person within their company who will respond to emergency calls twenty four (24) hours a day.
- e. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty four (24) hour basis. The Contractor's name and telephone number will also be listed with the Police Department.
- f. Upon arriving at any emergency situation it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public.
- g. Failure to respond within two (2) hours of attempt to contact may result in a \$200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies.

**29) Consulting Arborist Services and Inspections:**

- a. Contractor shall have a Consulting Arborist on staff that is a ISA Certified Arborist.
- b. The Contractor's Consulting Arborist shall provide and tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative at the approved hourly rates. The Consulting Arborist shall follow all ISA guidelines.
- c. Contractor shall provide one (1) hard copy and one (1) electronic copy of all tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative. The City will own all final documents.
- d. The City requires permits for residents to remove trees and trim trees. The Consulting Arborist, at the request of the City representative, may be required to perform the site inspections and confirm if the permit meets the requirements of Chapter 34 of the South Pasadena Municipal Code. All permit inspections and documentation will be performed at the approved hourly rates.

- e. The City has the right to receive a second opinion from another ISA Certified Arborist on the documents submitted by the Contractor.

**30) Extraordinary Services:**

- a. Contractors may be responsible for providing extraordinary tree maintenance services:
  - i. Extraordinary tree maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a twenty four (24) hours per day on-call service for emergency calls.
  - ii. The Contractor shall notify the Director of Public Works or their representative by telephone within twenty four (24) hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
  - iii. Contractors shall be compensated for extraordinary work as defined in the Schedule of Compensation.
- b. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
  - i. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
  - ii. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
- c. If a City Representative is still at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
  - i. If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.
  - ii. If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

- d. The following individuals or agencies may call an emergency at any time for extraordinary services involving emergency work:
- i. City Manager or their designee;
  - ii. Public Works Director;
  - iii. Community Services Director;
  - iv. South Pasadena Police Department; and
  - v. South Pasadena Fire Department

Summary of South Pasadena Tree Inventory:

11,287 Trees in the City Tree Inventory

10,029 Street and Median Trees

822 Vacant Tree Wells

468 Trees in City Parks

113 Trees at City Water Reservoirs (Two Water Reservoirs located outside of South Pasadena city limits: 1) Wilson Reservoir is located at 545 Adelyn Dr., San Gabriel, CA; and 2) Graves Reservoir is located at 2225 El Molino Ave., San Marino, CA.)

## **SUPPLEMENTAL INFORMATION**

- South Pasadena Municipal Code Chapter 34 – Trees and Shrubs:  
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena34.html>)
- South Pasadena Municipal Code Chapter 19A – Noise Regulations:  
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena19A.html>)
- South Pasadena Municipal Code Chapter 35, Article 35.41-35.43 – Hose Use:  
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena35.html#35.41>)
- City Observed Holidays:
  - 1) January 1<sup>st</sup>: New Year’s Day
  - 2) 3<sup>rd</sup> Monday in January: Martin Luther King, Jr. Birthday
  - 3) 3<sup>rd</sup> Monday in February: President’s Day
  - 4) Last Monday in May: Memorial Day
  - 5) July 4<sup>th</sup>: Independence Day
  - 6) 1<sup>st</sup> Monday in September: Labor Day
  - 7) 2<sup>nd</sup> Monday in October: Columbus Day
  - 8) November 11<sup>th</sup>: Veteran’s Day
  - 9) 4<sup>th</sup> Thursday in November: Thanksgiving Day
  - 10) Friday after Thanksgiving
  - 11) December 25<sup>th</sup>: Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday. If a Holiday falls on a Sunday, the following Monday shall be deemed the holiday.



Exhibit B  
Payment for Services

Contractor shall furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Scope of Services for the unit prices named in the following schedule, with specific work determined by the City Public Works Director:

<b>Item No.</b>	<b>Description</b>	<b>Bid Item Price</b>
A1	Grid or annual tree trimming All trees	\$ 80.00 (each)
A2	Service Request Tree Pruning 0" to 6"	\$60.00 (each)
A3	Service Request Tree Pruning 7" to 12"	\$120.00 (each)
A4	Service Request Tree Pruning 13" to 18"	\$180.00 (each)
A5	Service Request Tree Pruning 19" to 24"	\$260.00 (each)
A6	Service Request Tree Pruning 25" to 30"	\$320.00 (each)
A7	Service Request Tree Pruning 31" and Over	\$400.00 (each)
A8	Palm Tree Pruning "Washingtonia Palm", any size	\$80.00 (each)
A9	Palm Tree Pruning "Canary Is. Date Palm", any size	\$180.00 (each)
A10	Tree Removal and Stump Grinding	\$34.00 (per inch DBH)
A11	Stump Grinding Only	\$11.00 (per inch DBH)
A12	Tree Removal Only	\$24.00 (per inch DBH)
A13	Root Pruning	\$16.00 (per LF)
A14	Scheduled Work Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) Regular Business Hours	\$210.00 (per hour)

<b>Item No.</b>	<b>Description</b>	<b>Bid Item Price</b>
A15	Emergency Response Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) After Hours, Weekends & City Holidays	<u>\$300.00</u> (per hour)
A16	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/ root barrier	<u>\$145.00</u> (each)
A17	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/out root barrier	<u>\$120.00</u> (each)
A18	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ root barrier	<u>\$335.00</u> (each)
A19	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ out root barrier	<u>\$305.00</u> (each)
A20	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 36" Box w/ root barrier	<u>\$800.00</u> (each)
A21	Tree watering with Water Truck	<u>\$70.00</u> (per hour)
A22	Consulting Arborist Services	<u>\$120.00</u> (per hour)
A23	Tree Inventory Using GPS (outside of the above tree services)	<u>\$3.00</u> (per tree site)
A24	Crane (outside of the above tree services)	<u>\$180.00</u> (per hour)
A25	95-foot Aerial Tower (outside of the above tree services)	<u>\$180.00</u> (per hour)

Below are the hourly rates of Contractor's key personnel:

<b>Personnel</b>	<b>Hourly rate</b>
Pest Control Advisor	<u>\$120.00</u> (per hour)
Pest Control Applicator	<u>\$100.00</u> (per hour)
Sr. Tree Trimmer, Tree Trimmer or Grounds person	<u>\$70.00</u> (per hour)

Below are the rates of Contractor's Plant Health Care Services:

<b>Description</b>	<b>Unit rate</b>
Tree Canopy Spraying from the Ground Level (Foliar hydraulic spraying of recommended material)	\$2.00 (per DBH)
Tree Canopy Spraying from an Aerial Tower (Foliar hydraulic spraying of recommended material)	\$4.00 (per DBH)
Insecticide or Fungicide Trunk Banding (Trunk spraying of recommended material)	\$5.00 (per DBH)
Plant Growth Regulator (PGR) Trunk Banding (Trunk spray of the recommended material to regulate plant growth)	\$2.00 (per DBH)
Insecticide or PGR Soil Application (Cambistat) (Recommended insecticide soil injection or drench material to regulate plant growth)	\$4.00 (per DBH)
Insecticide or Fungicide Soil Application (Soil applied drench of recommended material)	\$2.00 (per DBH)
Soil Injection Fertilization (Soil applied drench of recommended material)	\$3.00 (per DBH)
Soil Drenching Fertilization (Soil application of recommended material)	\$2.00 (per DBH)
Trunk Injection (Insecticide/Miticide) (Trunk injected recommended material)	\$4.50 (per DBH)
Trunk Injection (Fungicide) (Trunk injected recommended material)	\$4.50 (per DBH)
Trunk Injection (Insecticide & Fungicide Combo) (Trunk injected recommended material)	\$8.00 (per DBH)
Avermectin Class Insecticide Injection (Recommended trunk injection of Emamectin benzoate active ingredient)	\$6.00 (per DBH)

## **ATTACHMENT 3**

First, Second, Third, and Fourth Contract  
Amendments with West Coast Arborist, Inc.

FIRST AMENDMENT TO  
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 15<sup>th</sup> day of August, 2018, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for Fiscal Year 2017-18 urban forestry services; and

WHEREAS, it is recommended Contractor perform urban forestry services for the City for Fiscal Year 2018-19; and

WHEREAS, the costs for said services, on an as needed basis, shall be in an amount not to exceed \$404,500.

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

1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is seven hundred and seventy nine thousand five hundred Dollars (which includes the compensation for the original scope of services in the amount of \$375,000, additional services in the amount of \$404,500 for Amendment, totaling \$779,500).

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

“City”  
City of South Pasadena

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

Printed: STEPHANIE DEVOLFE

Title: CITY MANAGER

Date: 8/15/2018

“Consultant”  
West Coast Arborists, Inc.

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

Printed: Patrick Mahoney

Title: President

Date: 8/13/18

**Attest:**

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

Date: 8/15/2018

**Approved as to form:**

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

Date: 8/15/2018

SECOND AMENDMENT TO  
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 21<sup>st</sup> day of August, 2019, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for Fiscal Year 2017-18 urban forestry services; and

WHEREAS, on August 15, 2018 the City and Contractor entered into the first contract amendment for 2018-19 urban forestry services in the amount of \$404,500; and

WHEREAS, it is recommended Contractor perform urban forestry services for the City for Fiscal Year 2019-20; and

WHEREAS, the costs for said services, on an as needed basis, shall be in an amount not to exceed \$379,500.

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

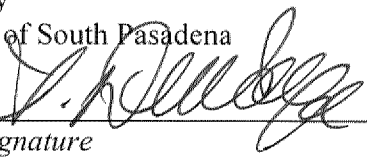
1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is one million one hundred and fifty nine thousand Dollars (which includes the compensation for the original scope of services for fiscal year 2017/2018 in the amount of \$375,000, additional services for fiscal year 2018/2019 in the amount of \$404,500 for the First Amendment, and services for fiscal year 2019/2020 in the amount of \$379,500 for the Second Amendment, totaling \$1,159,000).

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

"City"

City of South Pasadena

By:   
Signature

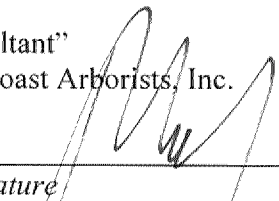
Printed: Stephanie De Wolfe

Title: City Manager

Date: 8/21/2019

"Consultant"

West Coast Arborists, Inc.

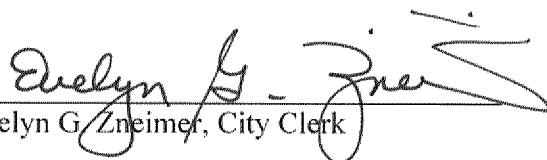
By:   
Signature

Printed: Patrick Mahoney

Title: President

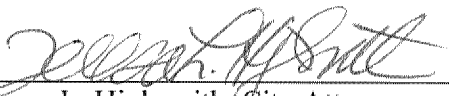
Date: 8/20/19

Attest:

By:   
Evelyn G. Zneimer, City Clerk

Date: 8/21/2019

Approved as to form:

By:   
Teresa L. Highsmith, City Attorney

Date: 8/21/2019



THIRD AMENDMENT TO  
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 15<sup>th</sup> day of July 2020, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for Fiscal Year 2017-18 urban forestry services; and

WHEREAS, on August 15, 2018 the City and Contractor entered into the first contract amendment for 2018-19 urban forestry services in the amount of \$404,500; and

WHEREAS, on August 21, 2019 the City and Contractor entered into the second contract amendment for 2019-20 urban forestry services in the amount of \$379,500; and

WHEREAS, it is recommended Contractor perform urban forestry services for the City for Fiscal Year 2020-21; and

WHEREAS, the costs for said services, on an as needed basis, shall be in an amount not to exceed \$379,500.

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

1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is one million five hundred thirty eight thousand five hundred Dollars (which includes the compensation for the original scope of services for fiscal year 2017/2018 in the amount of \$375,000, additional services for fiscal year 2018/2019 in the amount of \$404,500 for the First Amendment, services for fiscal year 2019/2020 in the amount of \$379,500 for the Second Amendment, and services for fiscal

year 2020/2021 in the amount of \$379,500 for the Third Amendment totaling \$1,538,500).

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

“City”  
City of South Pasadena  
DocuSigned by:  
By: Stephanie DeWolfe  
C4433931F72E445...  
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 8/19/2020

“Consultant”  
West Coast Arborists, Inc.  
DocuSigned by:  
By: Victor Gonzalez  
26EC330EA9CB402...  
Signature

Printed: Victor Gonzalez

Title: Vice President

Date: 8/3/2020

**Attest:**

DocuSigned by:  
By: Evelyn G. Zneimer  
340B68F46F964F8...  
Evelyn G. Zneimer, City Clerk Evelyn G. Zneimer, City Clerk

Date: 9/1/2020

**Approved as to form:**

DocuSigned by:  
By: Teresa L. Highsmith  
3657EFA938854DF...  
Teresa L. Highsmith, City Attorney

Date: 8/19/2020

FOURTH AMENDMENT TO  
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made effective the 1<sup>st</sup> day of July, 2021, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree-related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for the Fiscal Year 2017-18 urban forestry services; and

WHEREAS, on August 15, 2018, the City and Contractor entered into the first contract amendment for 2018-19 urban forestry services in the annual amount not to exceed of \$404,500; and

WHEREAS, on August 21, 2019, the City and Contractor entered into the second contract amendment for 2019-20 urban forestry services in the annual amount not to exceed of \$379,500; and

WHEREAS, on July 15, 2020, the City and Contractor entered into the third contract amendment for 2020-21 urban forestry services in the annual amount not to exceed of \$379,500; and

WHEREAS, it is recommended Contractor continue to perform urban forestry services for the City for the Fiscal Year 2021-22; and

WHEREAS, on the costs for said services, on an as-needed basis, shall be in an amount not to exceed \$465,000

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

1. That Section 3.3 MAXIMUM AMOUNT of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is Two Million, Three Thousand, Five Hundred Dollars (which includes the compensation for the original scope of services for the fiscal year 2017/2018 in the amount of \$375,000, additional services for the fiscal year 2018/2019 in the amount of \$404,500 for the First Amendment, services for the fiscal year 2019/2020 in the amount of \$379,500 for the Second Amendment, and services for the fiscal year 2020/2021 in the amount of \$379,500 for the Third Amendment, services for the fiscal year 2021/2022 in the amount of \$465,000 for the Fourth Amendment, totaling \$2,003,500). For services performed from July 1, 2021 through June 30, 2022, Contractor shall not be entitled to payment in excess of \$465,000 for services rendered.

2. That Section 3.6 shall of the Agreement is hereby amended to read as follows:  
3.6 “Termination Date”: June 30, 2022

3. That Section 4. TERM of the Agreement is hereby amended to read as follows:

4. TERM. The term of this Agreement shall expire at 11:59p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15. The contract may be extended for one additional year under the same terms and conditions at the sole discretion of the City Manager or his/her representative, unless earlier terminated as provided in section 15 of the initial maintenance agreement. If the City desired to exercise the one year renewal option, the City will notify the Contractor in writing. If the Contractor desires to adjust the rates as set forth in “Exhibit B” for such extension period, Contractor shall give City written notice sixty (60) days in advance for such adjustment. In no case shall said adjustment exceed the increase (or decrease) represented by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Los Angeles-anaheim-Riverside standard Metropolitan Statistical Area (“Index”) for March of the term then expiring from the Index for March one year prior thereto. For the period of July 1, 2021 through October 21, 2021, the scope of work of Contractor is acknowledged to only be for emergency on-call services.

4. Effective October 22, 2021, Paragraph 16 of Exhibit A (Scope of Services) is modified to read as follows:

1) Hazardous Conditions:

- a. The Contractor shall immediately correct or report to the Public Works Director or designee any and all problems or conditions which may tend

to create unsafe or hazardous conditions within the public areas maintained by the Contractor, including but not limited to, sidewalk damage or uplift from tree root intrusion, any tree structural weakness, disease conditions, decayed trunk or branches, split crotches or branches. The Contractor shall be liable for any claim arising from failure to correct or report said conditions. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- e. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence. Contractor shall be liable for any claim arising from failure to correct or report said conditions.

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

“City”

City of South Pasadena

DocuSigned by:

*Armine Chaparyan*

By: \_\_\_\_\_  
Arminé Chaparyan, City Manager

Date: 11/8/2021

“Consultant”

West Coast Arborists, Inc.

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

Printed: Patrick Mahoney

Title: President

Date: 10/22/2021

**Attest:**

DocuSigned by:

*Christina Muñoz*

By: \_\_\_\_\_  
Christina Munoz, Acting Deputy City Clerk

Date: 11/9/2021

**Approved as to form:**

DocuSigned by:

*Andrew Jared*

By: \_\_\_\_\_  
Andrew L. Jared , City Attorney

Date: 11/8/2021



# City Council Agenda Report

ITEM NO. 16

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** H. Ted Gerber, Director of Public Works

**SUBJECT:** **Authorize Contract Amendment for Interim Janitorial Services with Base Hill, Inc. DBA Jan Point for a Total Not-to-Exceed Amount of \$40,000**

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### Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim janitorial services with Base Hill, Inc. DBA Jan Point (Jan Point), in an amount not to exceed \$40,000.

### Background

South Pasadena has thirteen buildings and facilities that require bi-weekly, weekly, monthly, and semi-annual cleaning tasks. To maintain the buildings and facilities properly, the City has established a cleaning schedule, where locations are cleaned, dusted, swept, vacuumed, emptied of trash, wiped, restocked with sanitary products, and other janitorial tasks.

The City's current three-year agreement for such services with Jan Point expires on June 30, 2022. The City is in the process of requesting proposals from qualified contractors specializing in janitorial services to clean and maintain South Pasadena's facilities. In the interim, the City proposes to execute a bridge agreement with Jan Point to provide routine janitorial services. The proposed contract amendment includes provisions for Jan Point to supply personnel, equipment, and other materials used in completing janitorial work.

### Analysis

On April 17, 2019, the City Council approved a three-year professional services agreement with Jan Point to perform janitorial services, and authorized a not-to-exceed contract amount of \$459,254.04 for Fiscal Years (FY) 2019-2020, 2020-2021, and 2021-2022. This first contract amendment for \$40,000 would provide interim janitorial services for the first quarter of FY 2022-2023, from July 2022 through September 2022, while the City conducts procurement for a new janitorial services contract.

First Contract Amendment with Base Hill, Inc. DBA Jan Point for Janitorial Services  
June 15, 2022  
Page 1 of 2

**Fiscal Impact**

Adequate funding for FY 2022-2023 janitorial services is available in the City's Facilities Contract Services Account No. 101-6010-6601-8180, Water Distribution Garfield Reservoir Building Maintenance Account No. 500-6010-6710-8120, and Parks Proposition A Contract Services Account No. 232-6010-6417-8180 within the proposed FY 2022-2023 annual budget.

Attachments:

1. Proposed First Amendment to Maintenance Agreement with Base Hill, Inc. DBA Jan Point
2. Professional Services Agreement for Contractor Services with Base Hill, Inc. DBA Jan Point



# **ATTACHMENT 1**

Proposed First Amendment to Maintenance Agreement  
with Base Hill, Inc. DBA Jan Point

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT FOR CONTRACTOR SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 15th day of June 2022, by and between the CITY OF SOUTH PASADENA (“CITY”) and BASE HILL, INC. DBA JAN POINT (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, on February 21, 2018, the City and Contractor entered into a Professional Services Agreement (“Agreement”) for Contractor to provide janitorial service and provide all supplies and paper goods; and

**WHEREAS**, the original Agreement was in the amount of \$459,254.04 for the Fiscal Years 2019-2020, 2020-2021, and 2021-2022 janitorial services; and

**WHEREAS**, it is recommended Contractor continue to perform janitorial services for the City during an interim period in the first quarter of Fiscal Year 2022-2023; and

**WHEREAS**, the costs for said services, on an as-needed basis, shall be in an amount not to exceed \$40,000.

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

1. That Section 3.4 “Maximum Amount” of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is Four Hundred, Ninety-Nine Thousand, Two-Hundred and Fifty-Four Dollars and Four Cents (which includes the compensation for the original scope of services for the fiscal year 2019-2020 in the amount of \$149,328.45, fiscal year 2020-2021 in the amount of \$153,049.69, and fiscal year 2021-2022 in the amount of \$156,875.88, and interim janitorial services for the fiscal year 2022-2023 in the amount of \$40,000 for this First Amendment, totaling \$499,254.04). For services performed from July 1, 2022 through September 30, 2022, Contractor shall not be entitled to payment in excess of \$40,000 for services rendered.

2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:

September 30<sup>th</sup>, 2022

3. That Section 14 NOTICES of the Agreement is hereby amended to read as follows:

If to City:

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

If to Contractor:

Sunny Kim  
Base Hill, Inc. DBA Jan Point  
11823 E. Slauson Ave., Suite 3,  
Sante Fe Springs, CA 90670  
Telephone: (213) 425-3070  
Facsimile: (213) 425-3071

With courtesy copy to:

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

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

"City"  
City of South Pasadena

"Contractor"  
Base Hill, Inc. DBA Jan Point

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

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

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

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Andrew L. Jared, City Attorney

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

## **ATTACHMENT 2**

Professional Services Agreement for Contractor Services  
with Base Hill, Inc. DBA Jan Point

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONTRACTOR SERVICES**

**(City of South Pasadena / Base Hill, Inc. dba Jan Point)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Base Hill, Inc. dba Jan Point, a Janitorial (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a contractor: **Provide janitorial service and provide all supplies and paper goods, as described in the Janitorial Request for Proposal.**
- 2.2. Contractor 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. Contractor 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. Contractor 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 Contractor’s **February 19, 2019** proposal to City attached hereto as Exhibit “A” Request for Proposal # 201901 and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Francois Brard Public Works Facilities Supervisor. 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

Professional Services Agreement – Contractor Services

- 3.3. “Approved Fee Schedule”: Contractor’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is One Hundred and Fifty Six Thousand, Eight Hundred and Seventy Five Dollars and Ninety Three Cents. Dollars (\$156,875.93).
- 3.5. “Commencement Date”: May 1<sup>st</sup>, 2019
- 3.6. “Termination Date”: June 30<sup>TH</sup>, 2022

#### 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. Contractor 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. CONTRACTOR’S DUTIES

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

- 5.5. **Professional Standards.** Contractor shall perform all work to the standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor 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 Contractor's performance of such work.
- 5.7. **Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Francois Brard shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.8. **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, Contractor may substitute other personnel of at least equal competence upon written approval of City. If City and Contractor cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor'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.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.11. **Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to



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

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Contractor 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 Contractor for work performed by its subcontractors, if any, only at Contractor's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. 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 Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.
- 7.5. **Additional Work.** Contractor 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. Contractor 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 Contractor until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Contractor 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

Contractor 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. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

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

## 11. INDEMNIFICATION

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

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Janitorial service, Citywide.
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

Professional Services Agreement – Contractor Services

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

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

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

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

12.5. **Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **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 Contractor 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 Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the 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 Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies

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: Francois Brard, Public Works, and South Pasadena, CA 91030.

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

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

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

### 13. MUTUAL COOPERATION

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

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

#### 14. NOTICES

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

##### If to City

Daniel Ojeda  
Public Works Director  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

##### If to Contractor

Sunny Kim  
Base Hill, Inc. DBA Jan Point  
11823 E. Slauson Ave., Suite 3,  
Santa Fe Springs, CA 90670  
Telephone: 213-425-3070  
Facsimile: 213-425-3071

With courtesy copy to:

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

#### 15. SURVIVING COVENANTS

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

#### 16. TERMINATION

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



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

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

## 17. INTERPRETATION OF AGREEMENT

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

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

## 18. GENERAL PROVISIONS

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

actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

“City”

City of South Pasadena

By:   
Signature

Printed: PAUL RIOS

Title: Acting City Manager

Date: ~~MARCH~~ <sup>(PD)</sup> April 24, 2019

“Contractor”

Base Hill, Inc. dba Jan Point


By:   
Signature

Printed: Sunny Kim

Title: President


Date: March 26<sup>th</sup>, 2019

**Approved as to form:**

By:   
Teresa L. Highsmith, City Attorney

Date: April 17, 2019

**Attest:**

By:   
Evelyn G. Ziemer, City Clerk

Date: April 17, 2019

**Exhibit A  
Scope of Services**

**Professional Services Agreement – Contractor Services**

City of South Pasadena

### **III. SCOPE OF SERVICES**

The City intends to obtain the services of a qualified contractor to provide the services as described below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

The scope of services described herein are considered as minimum quality, quantity, and scope of activity; and are not intended to be restrictive to any contractor. The term "cleans"; shall mean "free from soil/dirt." At a minimum, all equipment and building surfaces shall be cleaned in all areas, whether specifically mentioned or not. The term "all areas" shall mean all surface of the area.

#### **A. Contractor's Office and Space**

The Contractor shall maintain an office with a competent company representative that can be reached during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. The City shall assign a space to the Contractor for purposes of material and small equipment storage. The Contractor shall have control of the keys to the space and shall maintain cleanliness and security of the space.

#### **B. Janitorial Cleaning tasks and Schedule**

The Contractor shall provide janitorial services for the public facilities as depicted in Attachment "A". The specific cleaning tasks and frequencies (e.g. both weekly, quarterly, semi-annually, or annually) are provided in Attachment "E". Additionally, the Contractor shall provide one cleaning personnel, serving as a "day porter", working 8 hours per day and 3 days (Monday, Wednesday, and Friday) per week, except Holidays. The day porter shall provide cleaning services as directed by City staff. For the purpose of this RFP, the Holidays are listed below.

1. January 1<sup>st</sup>, New Year's Day
2. 3<sup>rd</sup> Monday in January, Martin Luther King, Jr. Birthday
3. 3<sup>rd</sup> Monday in February, President's Day
4. Last Monday in May, Memorial Day
5. July 4<sup>th</sup>, Independence Day
6. 1<sup>st</sup> Monday in September, Labor Day
7. 2<sup>nd</sup> Monday in October, Columbus Day
8. November 11<sup>th</sup>, Veteran's Day
9. 4<sup>th</sup> Thursday in November, Thanksgiving Day
10. Friday after Thanksgiving, Substitute for Admission's Day
11. December 25<sup>th</sup>, Christmas Day

#### **C. Materials and Equipment**

The purchase, storage, receipt, and stocking of washroom supplies(e.g. paper towels, toilet tissues, sanitary napkins, plastic garbage can liners, soaps, etc.) and cleaning supplies shall be the responsibility of the Contractor. All cleaning products used shall comply with environmentally friendly products requirements as described in Attachment "F".

City of South Pasadena

Cleaning material shall be of high quality and used in quantities to produce a satisfactory cleaning result. Cleaning materials shall be subject to approval by the City's representative prior to their purchase by the Contractor. City shall have the option to require Contractor to furnish a certified chemical analysis of any such cleaning materials. In no event, however, shall materials be of a type, or used in quantities, or by methods, that will damage the property or equipment, or that will cause any increase of premium for the insurance of the building or premises, or any part, above the lease hazardous rate.

The Contractor shall furnish, repair and maintain all equipment required to complete the work. All equipment shall be maintained in a satisfactory operating condition and shall be replaced by the Contractor as required to prevent damage to the property.

#### **D. Safety and Security**

Contractor, at his/her expense, shall take every precaution for the safety of his employees and the property in the progress of work. At the minimum, each employee of the contractor shall wear uniforms and/or badges/identification cards that clearly indicate the company's name.

All keys for janitorial personnel, including the supervisor's key, will be kept in a locked key box at another place designated by the City. The supervisor will check keys out from this box and will return all keys to the box at the end of the night. In the event keys are lost by any contract employee or held by a dismissed employee, the Contractor shall be responsible for all costs associated with re-keying each door affected by the loss key(s). Access badge(s) will also be issued as necessary for accessing specific buildings. In the event of loss access badge(s), the contractor shall be charged \$15 for each badge requiring replacement.

The Contractor's personnel shall leave the premises with all doors locked. The Contractor shall be responsible to inform all of its personnel that the public facilities are equipped with surveillance cameras, and recorded videos will be used as needed for enforcement purposes.

Upon award of a contract with the City, the selected contractor shall provide to the City a list of all personnel that will be assigned to janitorial duties at the City facilities indicated in this Request for Proposal. This list of assigned personnel may be subject to a background check by the City Police Department.

#### **E. Waste Removal**

All waste paper shall be removed from the building each night in such a manner as to allow the trash compactor to pick it up.

City shall have the right to stop Contractor's personnel to check all waste removal to provide a deterrent to theft.

Contractor shall be responsible for separating waste material, food waste, and recyclables and to ensure they are not co-mingled.

City of South Pasadena

**F. Contractor's Responsibilities**

1. The Contractor shall clean all facilities in accordance with Attachment "E". Contractor shall possess all licenses, permits, and insurance required to perform the work of this contract.
2. The Contractor shall be available for periodic meetings during non-business hours once a week with the City's representative(s) to inspect the buildings and discuss the quality of work performed.
3. The Contractor shall not withhold any cleaning complaints from the building's occupants or tenants to the City. Contractor shall timely communicate all matters pertaining to the work directly to the City's representatives. Contractor guarantees that prompt action within twelve (12) hours will be taken to resolve any complaints, which the City may have regarding the Contractor's performance to the specifications.
4. The Contractor shall provide a logbook for the Facilities Maintenance Office. Said logbook shall be utilized to register all requests and complaints from the maintenance office and to provide a written response regarding the disposition of the requests and complaints by the Contractor.
5. As deemed necessary and requested by the City, Contractor shall submit cleaning activity log forms similar to those presented in Attachment "E."
6. Requests for extra services to be performed by Contractor will be authorized by the use of a Purchase Order or an amendment to this Contract. Any extra work or on-call services performed without prior authorization/approval will not be compensated.
7. The Contractor is responsible for the direct supervision of its personnel through its assigned supervisor. All Contractor's employees shall be physically qualified to perform assignments, neat and clean in appearance, and subject to a security check by City's representatives.
8. The Contractor agrees that absenteeism of its employees shall not be an excuse for work not performed. In the event an employee of the Contractor is sick or absent, the Contractor shall supply an adequate replacement.
9. The Contractor's personnel shall abide by all safety and security regulations for the building as set forth by the City, including individual tenant's safety and security procedures. Contractor's personnel shall turn off all lights as they proceed from one cleaning area to the next and also ensure doors to tenant suites are locked. Contractor shall fully cooperate with the City in ensuring the building is secure. City will be allowed to check all trash removal from the building to prevent pilfering and theft.
10. The Contractor shall send a representative to the Facilities Maintenance Office during normal business hours (8:00 a.m. – 5:00 p.m.) to handle any problems that may arise from the performance of the previous evening's work.

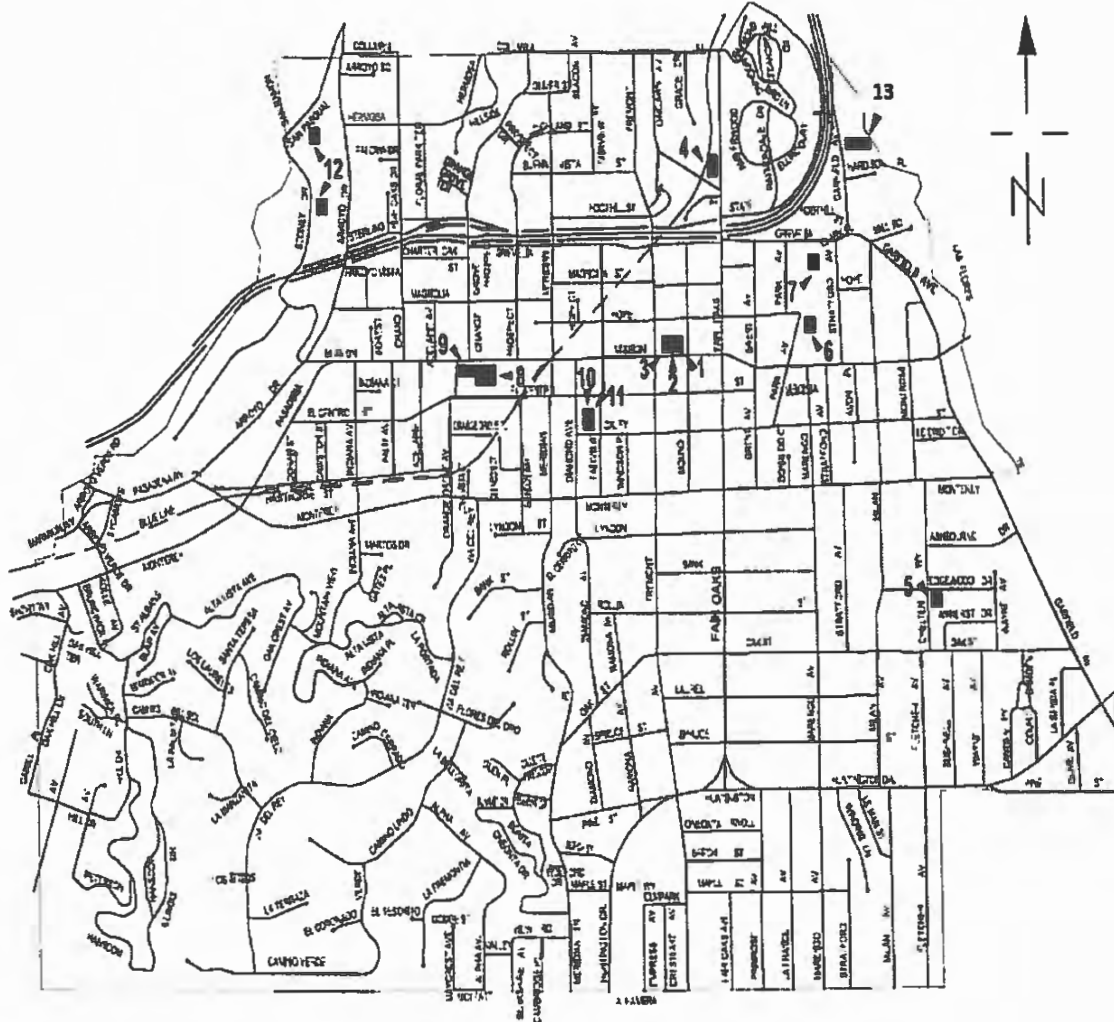


## City of South Pasadena

11. The use of chemicals and cleaning products shall conform to the current local, state and federal mandates, as well as other requirements specified herein.
12. Contractor shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time Contractor's representatives are not immediately available at the job site. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency condition, which threatens to cause damage to property.
13. All janitorial personnel shall, at a minimum, follow the general procedures below:
  - Report all damage, breakage, and/or apparent plumbing or electrical problems to City's representatives immediately.
  - Become familiar with the building emergency telephone list.
  - Report any evidence of security breaches to the City's representatives immediately.
  - Maintain all janitor's closets, slop sinks and storerooms in a safe and clean condition at all times. All janitors' storage rooms provided by building for use by Contractor personnel will be kept in a neat, clean and orderly condition. Before leaving the premises each night, all of the service areas will be dust mopped and spot cleaned, where necessary, and dusted. Concrete floors will be initially sealed, dust mopped nightly and wet mopped monthly. All doors and walls will be spot cleaned nightly.
  - Lock all entrance doors during the entire cleaning operations. Only the cleaner assigned to clean each tenant suite and the supervisory staff are admitted to the respective tenant areas.
  - Close all perimeter office doors after cleaning to prevent excessive heat gain or heat loss in the interior spaces.
  - Secure all lighting as soon as possible each night.
  - Not disturb papers on desks, file cabinets, or tables, and shall not open drawers or file cabinets, use any radios, typewriters, copy machines, or any other office equipment.
  - Not dust or touch any computer or word processor equipment.
  - Not use or unplug any City electronic devices or appliances.
  - Report any maintenance problem requiring repair to the City.

City of South Pasadena

Public Facilities Map Locations & Addresses



**LEGEND**

<ol style="list-style-type: none"> <li>1. City Council Chambers, 1424 Mission St.</li> <li>2. Police Department 1422 Mission St.</li> <li>3. City Hall 1414 Mission St.</li> <li>4. War Memorial Building 435 Fair Oaks Ave.</li> <li>5. Eddie Park Clubhouse 2017 Edgewood Dr.</li> <li>6. Garfield Park Restrooms, Park Avenue &amp; Hope St.</li> <li>7. Garfield Park Youth House 625 ½ Stratford Ave.</li> </ol>	<ol style="list-style-type: none"> <li>8. Service Facility (City Yard) 825 Mission St.</li> <li>9. Recreation Center 815 Mission St.</li> <li>10. Public Library 1100 Oxley St.</li> <li>11. Senior Citizen's Center 1102 Oxley St.</li> <li>12. Arroyo Park Restrooms 600 Stoney Dr. A) Stoney Dr. In Arroyo Park B) Stoney Dr. &amp; San Pascual</li> <li>13. Garfield Water Facility 416 Garfield Ave.</li> </ol>
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City of South Pasadena

## Public Facilities Cleaning Schedule Requirements

The cleaning tasks and schedule requirements for each of the public facilities are provided herein.

1. City Council Chambers
2. Police Department
3. South Pasadena City Hall
4. War Memorial Building
5. Eddie Park Clubhouse
6. Garfield Park Restrooms
7. Garfield Park Youth House
8. Service Facility (City Yard
9. The Recreation Center
10. Public Library
11. Senior Citizen's Center
12. Arroyo Park Restrooms
13. Garfield Water Facility

City of South Pasadena

**I. SOUTH PASADENA COUNCIL CHAMBERS  
1424 MISSION STREET**

**FREQUENCY: 2 DAYS PER WEEK****AFTER HOURS, TUESDAYS AND THURSDAYS**

<b>ENTRYWAY</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum							
Clean entry doors and windows (inside and out)							
Clean partition glass windows and ledges							
Empty trash and replace liners							
Dust walls, remove all cobwebs and spot clean							
<b>RESTROOMS MEN'S AND WOMEN</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors							
Wipe down pot clean tile, walls, doors, and remove cobwebs							
Empty trash and replace liners							
Clean kick plates at bottoms of doors							
Refill soap and paper products dispensers							
Hallway							
Vacuum							
Wipe down and spot clean doors and walls, remove cobwebs							
<b>COUNCIL CONFERENCE ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum and remove stains on carpet from spillage							
Dust and clean conference table, chairs, bookcases							
Empty trash and replace liners							
Clean telephone handsets							
Wipe down and spot clean door and walls, remove cobwebs							
<b>COUNCIL CHAMBERS</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum							
Dust table, chairs, pictures, wall decorations, remove cobwebs							
Empty trash and replace liners							
Wipe down and spot clean doors, wall, counter, handrails							
Remove food and drink spillage and clean stains on carpet							
<b>END COUNCIL CHAMBERS</b>							

City of South Pasadena

**MONTHLY CLEANING TASKS**

(Write on line the first, second, third or fourth designated cleaning day when monthly services will be regularly performed at the site.)

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture \_\_\_\_\_

Dust, clean and polish entrance doors and thresholds \_\_\_\_\_

Dust, clean and polish all furniture and all metal surfaces \_\_\_\_\_

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**WEEKLY CLEANING TASKS**

(Write on line the first, second, third or fourth designated cleaning day when monthly services will be regularly performed at the site.)

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture \_\_\_\_\_

Dust, clean and polish entrance doors and thresholds \_\_\_\_\_

Dust, clean and polish all furniture and all metal surfaces \_\_\_\_\_

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**SEMI ANNUAL CLEANING TASKS**

March and September

Strip, scrub, and wax all hard surface floors \_\_\_\_\_

Wash and Polish all interior and exterior windows and glass \_\_\_\_\_

Steam clean/shampoo all carpeting \_\_\_\_\_

Clean all vertical and horizontal blinds \_\_\_\_\_

Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen \_\_\_\_\_

Wash and polish all interior and exterior windows and glass \_\_\_\_\_

Dust all lighting fixture, air conditioning vents \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of South Pasadena

**2. SOUTH PASADENA POLICE DEPARTMENT  
1422 MISION STREET**

**ALL TASKS FOR THIS FACILITY SHOULD BE COMPLETED UNDER GENERAL SUPERVISION.  
FREQUENCY: 7 DAYS PER WEEK AFTER HOURS, MONDAY TO SUNDAY**

<b>FIRST FLOOR</b>							
<b>ENTRYWAY</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Clean entry doors, windows and ledges (inside and out)							
Wipe Ledges of window sills, dust and remove all cobwebs							
Clean scuff marks on walls as needed							
Polish chrome counter as needed							
Empty trash and replace liner							
<b>RECORDS SECTION</b>	M	T	W	T H	F	SA T	SU N
<b>Common Work Area</b>							
Vacuum							
Empty trash and replace liners							
Dust workstations (including top of work towers) shelves							
Replace shredder bag as needed							
Clean counter tops and telephone handsets							
Remove scuff marks from walls as needed							
<b>Front Counter</b>							
Clean counter top							
Clean glass window							
<b>STAFF LOUNGE- BREAK ROOM</b>	M	T	W	T H	F	SA T	SU N
Clean windows and window ledges							
Sweep and mop floors							
Wiped down tables, chairs, cabinets							
Clean sink, counter tops							
Wipe interior and exterior of microwave							
Clean inside and outside of refrigerator, and appliances							
Dust TV, shelves, cabinets, ledges, dust and remove cobwebs							
Empty trash and replace liners							
Remove food and drink spillages							
Refill soap and paper towel dispenser							
<b>HALLWAYS</b>	M	T	W	T H	F	SA T	SU N
Vacuum							
Wipe and spot clean doors and walls, remove scuff marks							
Clean doors and windows along hallway and remove cobwebs							
Dust pictures, plants							
<b>WEIGHT ROOM</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop floor							
Clean mirrors							
Empty trash and replace liners							
<b>JAIL</b>	M	T	W	T H	F	SA T	SU N
<b>Hallways</b>							
Sweep and mop hallway floors including prisoner exit hallway							

## City of South Pasadena

<b>Toilet Facility and Shower</b>							
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, and walls							
Empty trash and replace liners							
<b>Booking/Holding Areas</b>							
Clean counter tops and sink							
Clean glass							
Empty trash and replace liners							
<b>Fingerprint/Photo Area</b>							
Clean steel counter and mop floor							
Clean windows							
<b>INTERVIEW ROOM</b>	M	T	W	TH	F	SAT	SUN
Vacuum							
Wipe tables and chairs dust and remove cobwebs							
Empty trash and replace liners							
<b>WATCH COMMANDERS' OFFICE</b>	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, file cabinet, remove cobwebs							
Clean telephone handsets							
<b>MEN'S AND WOMAN'S RESTROOMS</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors							
Empty trash and replace liners							
Refill soap and paper products dispensers							
Wipe tile and partitions							
<b>REPORT WRITING ROOM</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Dust Furniture							
Empty trash and replace liners							
Clean and wipe counter tops							
Clean telephone handsets							
<b>EXTERIOR OF BUILDING</b>	M	T	W	TH	F	SAT	SUN
<b>Rear Parking Lot</b>							
Pick up trash throughout parking lot and replace liners							
Empty trash container near gas pump							
<b>Courtyard</b>							
Clean windows, doors, remove all cobwebs							
Pick up trash and replace liners							
<b>POLICE DEPARTMENT OFFICES</b>	M	T	W	TH	F	SAT	SUN
<b>Secretarial Work Area</b>							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							

City of South Pasadena

Wipe down door, walls, file cabinet							
Clean telephone handsets							
<b>Division Commander's Office (2)</b>							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
<b>Chief's Office</b>							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
<b>Chief's Restroom</b>							
Sweep and mop floor							
Clean toilet, sink, mirror							
Empty trash and replace liners							
Refill soap and paper products							
Wipe down tile							
<b>Rooms Marked with an asterisk must be cleaned under supervision Janitors must be supervised</b>							
<b>DETECTIVE BUEREAU*</b>	M	T	W	TH	F	SAT	SUN
<b>Common Work Area</b>							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
<b>COMMUNICATIONS*</b>	M	T	W	TH	F	SAT	SUN
<b>Dispatch Work Area</b>							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
<b>PBX ROOM* (Telephone and Server rooms, Information technology) Janitors must be supervised</b>	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							



City of South Pasadena

<b>END FIRST FLOOR TASKS</b>							
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**SOUTH PASADENA POLICE DEPARTMENT  
PER WEEK AFTER HOURS, MONDAY THROUGH SUNDAY**

**FREQUENCY: 7 DAYS**

<b>BASEMENT FLOOR</b>	M	T	W	T H	F	SA T	SU N
<b>MALE EMPLOYEE'S LOCKER ROOM</b>							
Sweep and mop floor							
Wipe down benches							
Empty trash and replace liners							
Clean kick plates on doors							
<b>Restroom and Shower Area</b>							
Sweep and mop floor							
Clean toilet, sink, mirror							
Clean shower stalls							
Wipe down tile							
Empty trash and replace liners							
Refill soap and paper products and towel supplies							
<b>FEMALE EMPLOYEE'S LOCKER ROOM</b>							
<b>Locker Area</b>							
Vacuum							
Wipe down benches							
Empty trash and replace liners							
Clean kick plates on doors							
<b>Restroom and Shower Area</b>							
Sweep and mop floor							
Clean toilet, sink, mirror							
Clean shower stalls							
Wipe down tile							
Empty trash and replace liners							
Refill soap and paper products and towel supplies							
<b>EMERGENCY SLEEPING QUARTERS</b>							
Remove bedding and replace with clean bedding							
Vacuum							
Dust furniture							
<b>STAIRWAY TO MAIN LEVEL</b>							
Sweep and mop floor							
Clean scuff marks off walls as needed							
Empty trash and replace liners							
<b>BRIEFING ROOM</b>							
Vacuum							
Dust furniture							
Empty trash and replace liners							
<b>END OF BASEMENT TASKS</b>							

City of South Pasadena

**MONTHLY CLEANING TASKS**

(Write on line the first, second, third or fourth designated cleaning day when monthly services will be regularly performed at the site.)

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture \_\_\_\_\_

Dust, clean and polish entrance doors and thresholds \_\_\_\_\_

Dust, clean and polish all furniture and all metal surfaces \_\_\_\_\_

**SEMI ANNUAL CLEANING TASKS**

March and September

(Write on line the date (or date range), and hours of operations when the first semi-annual cleaning services have been scheduled at the site.)

Strip, scrub and re-wax all hard surface floors \_\_\_\_\_

Wash and polish all wood paneling, woodwork and handrails \_\_\_\_\_

Steam clean/shampoo all carpeting \_\_\_\_\_

Clean all vertical and horizontal blinds \_\_\_\_\_

Remove, clean and re-install all drapes \_\_\_\_\_

Wash and polish all interior and exterior windows and glass \_\_\_\_\_

Dust light fixtures, air-conditioning vents, etc. \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

City of South Pasadena

**3. SOUTH PASADENA CITY HALL  
1414 MISION STREET**

**FIRST FLOOR CITY HALL  
WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

FREQUENCY: 5 DAYS PER

<b>CITY HALL COURTYARD</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum							
Clean glass display case							
Empty trash and replace liners							
<b>FOYER</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum and clean stains on carpet							
Clean entry doors, windows and ledges inside and out							
Dust tables, chairs, pictures, etc.							
Polish furniture as needed							
Empty trash and replace liner							
Vacuum stairway and clean stains on carpet from occasional spillage							
Clean stair handrails							
Dust walls and spot clean necessary remove cobwebs							
<b>EMPLOYEE RESTROOM (MEN AND WOMEN)</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop floors							
Clean toilets, mirrors, and sinks							
Wipe tile and partitions							
Empty trash and replace liners							
Clean kick plates at bottom of doors							
Check soap dispensers and replace as needed							
Check paper products and replace as needed							
<b>PUBLIC ELEVATOR</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop floors							
Wipe down doors and walls and dust cobwebs							
Clean elevator tracts							
<b>PLANNING AND BUILDING DEPARTMENT</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
<b>Director's Office</b>							
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, dust and remove cobwebs							
Clean telephone handsets							
<b>Planner's Work Area</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, dust and remove cobwebs							
Clean telephone handsets							
<b>Staff Work Area and Public Counter</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, dust and remove cobwebs							
Clean telephone handsets							
<b>Plan Map</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Dust plans, bookcases							

City of South Pasadena

**6. GARFIELD PARK RESTROOMS  
PARK AVENUE & HOPE STREET**

**FREQUENCY 7 DAYS PER WEEK**

UNISEX RESTROOMS (6) EXTERIOR SINKS, EXTERIOR CONCRETE WALKWAY	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Clean toilets, and sinks (stainless steel)							
Wipe and clean exterior walls and doors							
Empty trash, sanitize and replace liners							
Wipe down and clean paneling and ceilings							
Remove all graffiti							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wash down walkways							

**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")

Pressure wash sidewalk and epoxy floors \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

City of South Pasadena

**7. GARFIELD PARK YOUTH HOUSE  
725 1/2 STRATFORD AVENUE**

**FREQUENCY: 6 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SATURDAY**

	M	T	W	T H	F	SA T	SU N
<b>ENTRYWAY AND REAR</b>							
Sweep and hose down front porch and walkways to front entrances							
Clean windows and ledges at entry way and remove cobwebs							
<b>MEETING ROOM AND KITCHENETTE</b>							
Sweep and mop tile floor							
Clean glass at all entry doors, windows and ledges (inside and out)							
Clean sink and tile counter top							
Dust tables and chairs, ledges, sills, moldings							
Empty trash and replace liners							
Remove food and drink spillages							
Clean windows, partition glass and ledges							
Wipe and spot clean walls, doors, cabinets, shelves							
<b>RESTROOM</b>							
Sweep and mop tile floor							
Clean toilet, and sink, mirror							
Wipe tile walls							
Empty trash, sanitize and replace liners							
Clean kick plate at bottom of door							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Clean window and ledges							
<b>WEST PATIO</b>							
Sweep all concrete floors and remove debris and dispose							
Wash down concrete slab once a week							

**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")

- Dust, clean and polish entrance doors and thresholds \_\_\_\_\_
- Dust, clean and polish all metal surfaces \_\_\_\_\_
- Dust clean above closet \_\_\_\_\_

**SEMI ANNUAL CLEANING TASKS**

(Write scheduled date (or date range) and hours of operations on line)

- Strip, scrub and re-seal tile floors \_\_\_\_\_
- Wash and polish all wood doors, windows and ledges \_\_\_\_\_
- Wash and polish all interior and exterior windows and glass \_\_\_\_\_
- Clean all roller shades \_\_\_\_\_
- Dust light fixtures, air-conditioning vents \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

City of South Pasadena

**8. SERVICE FACILITY (CITY YARD)  
825 MISSION STREET**

**FREQUENCY 5 DAYS PER WEEK**

<b>FIRST FLOOR</b>							
<b>BACK STAIR CASE</b>	M	T	W	T H	F	SA T	SU N
Wipe handrails and sweep stairs							
<b>OFFICE AREA</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop							
Clean windows and ledges							
Dust desk, bookcases, office equipment							
Empty trash and replace liners							
Dust pictures, plants							
Wipe and spot clean doors and walls							
Clean telephone handset							
<b>MEN'S RESTROOM</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop tile floor							
Clean toilet, and sink, mirror, counter							
Empty trash, sanitize and replace liners							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Clean kick plate at bottom of doors							
Wipe partition and walls							
<b>MEN'S LOCKER ROOM</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop tile floor							
Wipe down benches, lockers							
Empty trash, sanitize and replace liners							
Clean shower stalls							
Wipe and spot clean doors, walls, ledges							
Clean metal surfaces, plumbing faucets, valves, handles							
<b>LUNCHROOM</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop							
Empty trash, sanitize and replace liners							
Wipe down tables and chairs							
Clean sink and counter tops							
Wipe counter top, and inside and outside of refrigerator							
Spot clean doors, walls, cabinets							
Wipe and spot clean stove and microwaves							
Refill soap and paper products dispensers							
Clean metal surfaces faucet, ice machine							
Remove food and drink spillages							
Wash window and ledge							
<b>END FIRST FLOOR</b>							

## City of South Pasadena

**FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

<b>SECOND FLOOR</b>							
<b>STAIR CASE</b>	M	T	W	TH	F	SAT	SUN
Wipe handrails and sweep stairs							
<b>LOBBY</b>	M	T	W	TH	F	SAT	SUN
Spot clean to remove spillages and dirt							
Clean windows and ledges							
Empty trash and replace liners							
Dust couch, table, chairs, pictures, plants							
Wipe and spot clean doors and walls							
Dust office equipment							
<b>OFFICE 1</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Dust table and chairs, bookcases							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
<b>OFFICE 2</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Dust table and chairs, bookcases							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
<b>RESTROOMS (MEN'S AND WOMEN'S)</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Clean toilet, and sink, mirror, counter							
Empty trash, sanitize and replace liners							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Wipe partition and walls							
<b>HALLWAY</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Clean kick plates							
Dust ledges, pictures,							
Wipe and spot clean doors, walls, ledges							
Wash windows and ledges							
<b>CONFERENCE AREA</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Empty trash, sanitize and replace liners							
Wipe tables, chairs							
Wipe and spot clean doors, walls, ledges							
<b>PUBLIC WORKS OPERATIONS MANAGER'S OFFICE</b>	M	T	W	TH	F	SAT	SUN

City of South Pasadena

Vacuum							
Dust desk, table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
<b>STAFF COFFEE ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop							
Wipe counter top, and inside and outside of refrigerator							
Empty trash, sanitize and replace liners							
Spot clean doors, walls, cabinets							
Clean sink and counters							
Dust shelves							
<b>OFFICE 3</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Dust all work stations and equipment							
<b>OFFICE 4</b>							
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Dust all work stations and equipment							
<b>BACK OFFICE AREA</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop							
Dust desk, table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Dust office equipment							
<b>END SECOND FLOOR</b>							

**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture  
 Dust, clean and polish entrance doors and thresholds and all metal surfaces

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City of South Pasadena

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**SEMI ANNUAL CLEANING TASKS**

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(Write scheduled date (or date range) and hours of operations on line)

- Strip, scrub and re-wax all hard surface floors
- Wash and polish all wood paneling, wood work, handrails
- Wash and polish all interior and exterior windows and glass
- Steam clean/shampoo all carpeting
- Clean all horizontal blinds
- Dust light fixtures, air-conditioning vents

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Janitorial Crew Signature \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of South Pasadena

**9. THE RECREATION CENTER  
815 MISSION STREET**

**RECREATION CENTER MID-LEVEL  
FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

<b>ENTRY</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep front steps							
Sweep entryway and pick up trash							
<b>RESTROOMS (MEN'S AND WOMEN'S)</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop tile floor							
Clean toilets, urinals, and sink, mirror, counter							
Wipe tile, partitions							
Empty trash, sanitize and replace liners							
Clean kick plate at bottom of door							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Pour hot water or solution down drains to eliminate odor							
<b>MEETING ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum and remove stains on carpet from spillage and gum							
Dust and clean conference table, chairs, pictures, plants							
Empty trash and replace liners							
Clean telephone handsets							
Wipe down and spot clean partition glass and ledges							
<b>CLASSROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum and remove stains on carpet from spillage and gum							
Dust and clean conference table, chairs, pictures, plants							
Empty trash and replace liners							
Clean telephone handsets							
Wipe down and spot clean partition glass and ledges							
Wipe and spot clean doors, walls, counters, tops of shelves							
Remove drink and food spillage							

**RECREATION CENTER OFFICE      FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

<b>SECOND FLOOR</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
<b>STAIR CASE</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Wipe handrails and sweep stairs							
<b>RECEPTION ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Spot clean to remove spillages and gum							
Clean windows and ledges							
Empty trash and replace liners							
Dust tables, chairs, pictures, plants							
Wipe and spot clean doors and walls							
Clean telephone handset							
<b>KITCHEN</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop							

City of South Pasadena

Empty trash and replace liners							
Clean sinks, counter tops, appliances							
Refill soap and paper towel dispenser							
Remove food and drink spillage							
Clean outside of appliances, microwave, refrigerator							
<b>RESTROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop tile floor							
Clean toilet, and sink, mirror, counter							
Empty trash, sanitize and replace liners							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
<b>OFFICES</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
<b>Supervisor's Office</b>							
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
<b>Coordinator's Office</b>							
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
<b>Staff Office/Break Room</b>							
Sweep and mop							
Dust desk, chair, bookcases							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Wipe down tables and chairs							

**RECREATION CENTER**

**BASEMENT**

**FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

<b>PICNIC AREA</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep entryway and pick up trash							
Wipe and spot clean picnic tables							
Clean drinking fountain and metal housing							
Wash down concrete areas under tables for sanitary purposes							
Check and remove gum under table tops							
<b>CAMP MED</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop floors							

City of South Pasadena

Clean entry doors, windows, ledges (inside and out)							
Wipe and spot clean doors, walls, tables, storage area, counters							
Dust chairs, ledges, pictures, plants							
Empty trash and replace liners							
Clean telephone handsets							
Spot clean to remove spillages and gum							
Clean outside of appliances, refrigerator							
<b>STAFF WORK ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Vacuum							
Wipe and spot clean doors, walls, file cabinets							
Dust desk, chairs, bookcases, pictures, plants							
Clean telephone handsets							
Empty trash and replace liners							
Wipe down and spot clean partition glass and ledges							
<b>RESTROOMS (MEN'S AND WOMEN'S)</b>							
Sweep and mop tile floor							
Clean toilets, urinals, and sink, mirror							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean changing tables							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Pour hot water or solution down drains to eliminate odor							

**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture

Dust, clean and polish entrance doors and thresholds and all metal surfaces

**SEMI ANNUAL CLEANING TASKS**

(Write scheduled date (or date range) and hours of operations on line)

Strip, scrub and re-wax all hard surface floors (kitchen, bathroom and mid-level)

Wash and polish all wood paneling, wood work, handrails

Wash and polish all interior and exterior windows and glass

Steam clean/shampoo all carpeting (mid-level and basement)

Dust light fixtures, air-conditioning vents

Janitorial Crew Signature \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

City of South Pasadena

**10. PUBLIC LIBRARY****1100 OXLEY STREET****PUBLIC LIBRARY – FIRST FLOOR****FREQUENCY: 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY**

<b>FIRST FLOOR</b>							
<b>CHILDREN'S SERVICE AREA</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Remove all cobwebs from walls, shelves, ceilings							
Clean telephone handsets							
Wipe and spot clean doors, walls, counter tops, tables							
Check for and remove gum under tabletops							
Clean windows, partition glass and ledges							
Clean desks and furniture							
<b>LIBRARY ENTRANCE AND VICINITY</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
<b>Circulation Desk and Reference Area</b>							
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture							
Remove all cobwebs from walls, shelves, ceilings							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Check for and remove gum under tabletops							
Clean drinking fountain and metal housing							
Clean telephone handsets							
Clean glass table tops							
<b>Lobby</b>							
Wash windows and ledges							
Clean glass doors of message board							
Dust bench							
Clean glass doors and windows leading into the building							
Clean glass display cases							
<b>ENTRANCE</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Clean book drop							
Sweep entryway and pick up trash							
Empty trash and clean ashtray							
Mop all hard surface floors							
<b>PUBLIC RESTROOMS MEN'S AND WOMEN</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe Tile and partitions							
Clean metal surfaces, plumbing faucets, valves							
Wipe down doors and walls to remove hand marks							
Refill soap and paper products dispensers							
Pour hot water or solution down drains to eliminate odors							
<b>FICTION AND NON-FICTION AREA</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>SA</b>	<b>SU</b>

## City of South Pasadena

				H	T	N	
Vacuum and spot clean to remove spillages and gum							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean telephone handsets							
Check for and remove gum under tabletops							
<b>TECHNICAL SERVICES AREA AND VICINITY</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Dust shelves end panels, desks, furniture, ledges							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, shelves							
Clean telephone handsets							
Clean sink and counter							
Refill soap and paper products dispensers							
<b>Hallway</b>							
Sweep and Mop							
Dust furniture, ledges, pictures, plants							
Wipe and spot clean doors, walls, tables							
<b>Employee Entrance (at rear of Library)</b>							
Sweep outside of entrance area							
Clean floor grit							
<b>STAFF RESTROOM</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe Tile and partitions							
Clean metal surfaces, plumbing faucets, valves							
Wipe down doors and walls to remove hand marks							
Refill soap and paper products dispensers							
Pour hot water or solution down drains to eliminate odors							
<b>ELEVATOR</b>	M	T	W	T H	F	SA T	SU N
Vacuum and spot clean to remove spillages and gum							
Wipe and spot clean walls, door jams							
Clean elevator tracts							
<b>FRIENDS PROCESSING ROOM, HALLWAYS AND GRAPHICS AREA</b>	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean telephone handsets							
<b>END FIRST FLOOR TASKS</b>							

## City of South Pasadena

**PUBLIC LIBRARY – SECOND FLOOR**  
**FREQUENCY: 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY**

SECOND FLOOR							
<b>COMMUNITY ROOM</b>	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Polish and clean furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean telephone handsets							
Check for and remove gum under tabletops							
<b>ADMINISTRATION OFFICES AND VACINITY</b>	M	T	W	TH	F	SAT	SUN
<b>Children's Librarian Office</b>							
Vacuum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean windows partition glass, ledges							
Clean telephone handsets							
<b>Administrative Secretary's Office</b>							
Vacuum							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, counter tops, tables							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Clean windows partition glass, ledges							
Clean telephone handsets							
<b>Staff Work Areas</b>							
Vacuum							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, counter tops, tables							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Clean windows partition glass, ledges							
Clean telephone handsets							
<b>Porch</b>							
Sweep and mop							
Clean furniture							
<b>STAFF KITCHEN AND LOUNGE</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean windows and window ledges							
Vacuum and spot clean throw rug							
Empty trash, sanitize and replace liners							
Wiped down tables, chairs, cabinets							
Clean sink, counter tops, appliances							
Wipe interior and exterior of microwave							

City of South Pasadena

Clean inside and outside of refrigerator, and appliances							
Dust TV, shelves, cabinets, ledges, dust and remove cobwebs							
Empty trash and replace liners							
Remove food and drink spillages							
Refill soap and paper towel dispenser							
<b>STAFF RESTROOM</b>	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe Tile and partitions							
Clean metal surfaces, plumbing faucets, valves							
Wipe down doors and walls to remove hand marks							
Refill soap and paper products dispensers							
<b>CONFERENCE ROOM</b>	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Clean glass table tops							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Polish and clean furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean telephone handsets							
Check for and remove gum under tabletops							
Clean chalkboard							
<b>West Balcony</b>							
Sweep and mop							
Clean balcony stairwell to prevent blockage of sump pump							
<b>FRIEND'S BOOKSTORE AND VICINITY</b>	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Polish and clean furniture as needed							
Wipe and spot clean doors, walls, counter tops, shelves							
Wash windows, partition glass and ledges							
Clean telephone handsets							
<b>Hallways</b>							
Vacuum							
Dust furniture, ledges, pictures, plants							
Wipe and spot clean doors, walls, tables							
Wash windows, partition glass and ledges							
Clean drinking fountain and metal housing							
<b>East Balcony</b>							
Sweep and mop							
<b>ELEVATOR</b>	M	T	W	TH	F	SAT	SUN
Vacuum and pot clean to remove spillages and gum							
Wipe and spot clean walls, door jams							
Clean elevator tracts							



City of South Pasadena

<b>END SECOND FLOOR</b>							
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**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture \_\_\_\_\_  
 Dust, clean and polish entrance doors and thresholds and all metal surfaces \_\_\_\_\_

**WEEKLY CLEANING TASKS**

(Write day of month on lines for monthly cleaning tasks, for example "4<sup>th</sup> Tuesday" 3<sup>rd</sup> Wednesday")

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture \_\_\_\_\_  
 Dust, clean and polish entrance doors and thresholds \_\_\_\_\_  
 Dust, clean and polish all furniture and all metal surfaces \_\_\_\_\_

**QUARTERLY CLEANING TASKS**

March, June, September, December

Spot clean carpeting throughout the entire Library \_\_\_\_\_  
 Steam clean and shampoo Community Room carpet \_\_\_\_\_  
 Dust exterior of all ceiling vents (upstairs and downstairs) \_\_\_\_\_  
 Dust and clean all exterior plates of all restroom ceiling vents \_\_\_\_\_  
 Vacuum and shampoo all upholstered furniture \_\_\_\_\_  
 Wipe down (with appropriate furniture polish) all wood chairs \_\_\_\_\_  
 Dust clean and polish all furniture and metal surfaces (brass door plates) \_\_\_\_\_  
 Dust and clean all vertical blinds located upstairs \_\_\_\_\_  
 Dust and clean all window ledges (upstairs and downstairs) \_\_\_\_\_

**SEMI ANNUAL CLEANING TASKS**

March and September

Steam clean/shampoo all carpeting throughout the entire Library \_\_\_\_\_  
 Strip, scrub, and wax all hard surface floors in the Technical Services and Circulation Desk \_\_\_\_\_  
 Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen \_\_\_\_\_  
 Wash and Polish all interior and exterior windows and glass \_\_\_\_\_  
 Dust, clean all lighting fixture lenses \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
Signature

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

City of South Pasadena

**11. SENIOR CITIZEN'S CENTER  
1102 OXLEY STREET**

**FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY**

<b>SENIOR CENTER ENTRANCE</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Sweep entryway and pick up trash							
Empty trash and clean area							
<b>Courtyard</b>							
Sweep							
Clean Patio tables and chairs							
<b>LOBBY</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Vacuum and spot clean to remove spillages and gum							
Clean entry doors, sliding doors, windows and ledges							
Clean blinds							
Dust tables, chairs, pictures, moldings, sills							
Polish furniture as needed							
Empty trash and replace liners							
Clean drinking fountain and metal housing							
Wipe and spot clean doors and walls							
<b>RESTROOMS (MEN'S AND WOMEN'S)</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Wipe down doors and walls to remove hand marks							
Clean metal surfaces, plumbing faucets, valves							
<b>SENIOR SERVICES ADMINISTRATION OFFICES</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
<b>Community Services Director's Office</b>							
Vacuum							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
<b>FRONT CLASS ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Vacuum							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean windows, ledges							
<b>STAFF WORK AREAS</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Vacuum							
Dust workstations, computers, telephones							
Empty trash, sanitize and replace liners							

City of South Pasadena

Wipe and spot clean doors, walls, cabinets							
Clean telephone handsets							
<b>MULTIPURPOSE ROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and Mop							
Dust table and chairs, pictures, moldings, sills, blinds							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls							
Clean windows, ledges, molding							
<b>REAR OFFICE AREA</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and Mop							
Dust workstations, computers, office equipment							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handsets							
Clean windows, ledges, molding							
<b>PATIO</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep (behind office and classroom)							
<b>COMPUTER LAB/REAR CLASSROOM</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Wipe table and chairs							
Dust computer work stations, printer							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean windows, ledges, molding, sliding glass doors							
<b>KITCHEN</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and Mop							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handsets							
Clean windows, ledges, molding							
Clean sink and counter tops							
Clean exterior appliances, refrigerator, freezer, ice machine, oven							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Clean all stainless steel counter tops and walls using degreaser							
Wipe interior and exterior of microwave							
<b>END SENIOR CENTER</b>							

**MONTHLY CLEANING TASKS**

(Write day of month on lines for monthly cleaning tasks, for example "4<sup>th</sup> Tuesday" 3<sup>rd</sup> Wednesday")

- Vacuum all upholstered furniture and/or damp wipe all vinyl furniture \_\_\_\_\_
- Dust, clean and polish entrance doors and thresholds \_\_\_\_\_
- Dust, clean and polish all furniture and all metal surfaces \_\_\_\_\_
- Wash handrails at entrance of Center and ADA railings \_\_\_\_\_
- Wash and polish all interior and exterior windows and glass \_\_\_\_\_
- Dust light fixtures, air conditioning vents \_\_\_\_\_

City of South Pasadena

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**QUARTERLY CLEANING TASKS**

March, June, September, December

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Strip, scrub, and re-wax all hard surface floors

Steam clean and shampoo all carpeting

Dust exterior of all ceiling vents (upstairs and downstairs)

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**SEMI ANNUAL CLEANING TASKS**

March and September

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Janitorial Crew Signature \_\_\_\_\_

Signature

\_\_\_\_\_ Date

City of South Pasadena

**12. ARROYO PARK RESTROOM**  
**A) STONEY DR. IN ARROYO PARK**  
**B) STONEY DR. & SAN PASQUAL**

**FREQUENCY: 7 DAYS PER WEEK: EVENINGS, MONDAY THROUGH FRIDAY**

<b>UNISEX RESTROOMS (4) DRINKING FOUNTAINS, EXTERIOR CONCRETE WALKWAY</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T H</b>	<b>F</b>	<b>SA T</b>	<b>SU N</b>
Sweep and mop floors							
Clean toilets, and sinks (stainless steel)							
Wipe and clean exterior walls and doors							
Empty trash, sanitize and replace liners							
Wipe down and clean paneling and ceilings							
Remove all graffiti							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wash down walkways							

**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")  
 Pressure wash sidewalk and concrete floors \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
 Signature

\_\_\_\_\_ Date

City of South Pasadena

**13. GARFIELD WATER FACILITY  
416 GARFIELD AVENUE**

**FREQUENCY: 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY**

<b>WATER FACILITY AREA</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>SAT</b>	<b>SUN</b>
Sweep and mop floors							
Clean toilets, and sinks (stainless steel)							
Wipe and clean exterior walls and doors							
Empty trash, sanitize and replace liners							
Wipe down and clean paneling and ceilings							
Remove all graffiti							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wash down walkways							

**MONTHLY CLEANING TASKS**

(Write day of month on line for monthly cleaning tasks, for example: "4<sup>th</sup> Tuesday", "3<sup>rd</sup> Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture \_\_\_\_\_  
 Dust, clean and polish entrance doors and thresholds and all metal surfaces \_\_\_\_\_

**SEMI ANNUAL CLEANING TASKS**

(Write scheduled date (or date range) and hours of operations on line)

Strip, scrub and re-wax all hard surface floors \_\_\_\_\_  
 Wash and polish all wood paneling, wood work, handrails \_\_\_\_\_  
 Wash and polish all interior and exterior windows and glass \_\_\_\_\_  
 Steam clean/shampoo all carpeting \_\_\_\_\_  
 Clean all horizontal blinds \_\_\_\_\_  
 Dust light fixtures, air-conditioning vents \_\_\_\_\_

Janitorial Crew Signature \_\_\_\_\_  
 Signature Date \_\_\_\_\_

City of South Pasadena

## Environmentally Friendly Products Requirements

### Environmental Services

OP-4

#### PRODUCTS

##### GREEN CLEANING PRODUCT USE

1. Wherever feasible, cleaning products and materials, including hard floor and carpet care products, used inside and outside Appalachian State University facilities under the cognizance of Environmental Services shall meet the requirements of LEED 2009 for existing buildings: Operations and Maintenance IEQ Credit 3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials as described below.
2. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard floor cleaners, carpet cleaners, general purpose cleaners, specialty cleaners, odor control products, disinfectants, disposable janitorial paper products and trash bags, laundry detergent, and hand soaps.

##### SUSTAINABILITY CRITERIA

1. The cleaning products meet one or more of the following standards for the appropriate category:
  - Green Seal GS-37, for general purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes
  - Environmental Choice CCD-105, for laundry detergents
  - Environmental Choice CCD-110, for cleaning and degreasing compounds
  - Environmental Choice CCD-146, for hard surface cleaners
  - Environmental Choice CCD-148, for carpet and upholstery care
2. Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice 110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
  - Green Seal GS-40, for industrial and institutional floor care products
  - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
  - Environmental Choice CCD-113, for drain or grease trap additives
  - Environmental Choice CCD-115, for odor control additives
  - Environmental Choice CCD-147, for hard floor care
3. Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable category:
  - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
  - Green Seal GS-09, for paper towels and napkins
  - Green Seal GS-01, for tissue paper
  - Environmental Choice CCD-082, for toilet tissue
  - Environmental Choice CCD-086, for hand towels
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
4. Hand soaps meet one or more of the following standards:
  - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)

REV - , DEC 2014

Page 5 of 16

City of South Pasadena

## Environmental Services

OP-4

- Green Seal GS-41, for industrial and institutional hand cleaners
- Environmental Choice CCD-104, for hand cleaners and hand soaps

### APPROVED PRODUCT LIST

The products listed in the tables below (a-g) are approved for use. Products beyond those listed here must be submitted to the Environmental Services Manager and Resource Conservation Specialist for approval before use. Green products are continually tested by Environmental Services for effectiveness in an effort to improve sustainability of Appalachian State University.

#### a) GENERAL CLEANING

Custodial Services utilizes the Hillyard Arsenal chemical management system and purchases solutions to meet cleaning needs. The system dispenses product to ensure active ppm required by the EPA, limits employee contact with chemicals for enhanced safety, and the concentrated formulas minimize wasteful containers.

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB:O&M Compliant Criteria
HILLYARD	ARSENAL TOP CLEAN	General purpose cleaner	GS-37 Certified	GS-37 Certified
	ARSENAL GREEN SELECT WINDOW CLEANER	Window cleaner	GS-37 Certified	GS-37 Certified
	ARSENAL VINDICATOR <sup>1</sup>	Disinfectant	-	-

#### b) FLOOR CARE

Appalachian State University flooring consists of VCT, terrazzo, brick, concrete, laminate, hardwood, tile and carpeting. Products with low or no VOCs are preferred.

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB:O&M Compliant Criteria
PIONEER ECLIPSE	DIAMOND SHINE	Resilient floor wax	-	-

<sup>1</sup> While there are "Green" disinfectants on the market today, this quaternary ammonium disinfectant is used at ASU based on the following: 1) dilution dispenser compatibility for employee safety, 2) bacterial and virucidal efficacy and 3) no observable effects on building finishes and surfaces.

REV - , DEC 2014



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

Exhibit B  
Approved Fee Schedule

## Fee Schedule Form

### MONTHLY FIXED-FEE FOR DAY PORTER & EACH PUBLIC FACILITY

Day Porter & Public Facilities	FY 2019-2020	FY 2020-2021	FY 2021-2022
	Monthly \$	Monthly \$	Monthly \$
Day Porter	\$2,060.00	\$2,132.00	\$2,185.31
1. City Council Chambers	\$86.70	\$88.67	\$91.07
2. Police Department	\$1,715.68	\$1,758.57	\$1,802.54
3. South Pasadena City Hall	\$433.35	\$444.18	\$455.25
4. War Memorial Building	\$910.00	\$932.75	\$956.07
5. Eddie Park Clubhouse	\$303.33	\$310.91	\$318.63
6. Garfield Park Restrooms	\$433.35	\$444.18	\$455.25
7. Garfield Park Youth House	\$303.33	\$310.91	\$318.63
8. Service Facility (City Yard)	\$910.00	\$932.75	\$956.07
9. The Recreation Center	\$650.00	\$665.25	\$681.15
10. Public Library	\$2,226.65	\$2,282.32	\$2,339.37
11. Senior Citizen's Center	\$875.00	\$896.88	\$919.07
12. Arroyo Park Restrooms	\$806.65	\$821.82	\$837.35
13. Garfield Water Facility	\$910.00	\$932.75	\$956.07
<b>A. Monthly Sub-Total (Day Porter &amp; 13 facilities):</b>	<b>\$12,444.04</b>	<b>\$12,754.14</b>	<b>\$13,072.99</b>
<b>B. Yearly Sub-Total (Row A x 12, for each FY):</b>	<b>\$149,328.48</b>	<b>\$153,049.69</b>	<b>\$156,875.93</b>
<b>C. PROPOSAL GRAND TOTAL (Sum of all 3 years in Row B):</b>	<b>\$459,254.11</b>		

### On-Call Cleaning Service Hourly Rate (\$/Hour)

Personnel/Title	FY 2019-2020	FY 2020-2021	FY 2021-2022
Janitor	\$25.00	\$25.50	\$26.00
Supervisor	\$28.00	\$28.50	\$29.00

Notes: FY - Fiscal Year, from July 1st through June 30th of the following year. Proposers may use additional pages as necessary for listing "personnel" hourly rates.

Company Name: BASE HILL, INC. DBA JAN POINT

Signature: *Sunny Kim*

Date: 02-19-19

Name (Print): SUNNY KIM

Title: PRESIDENT

Professional Services Agreement – Contractor Services

RFP #201901

City of South Pasadena

## Attachment "C" Fee Schedule Form

### MONTHLY FIXED-FEE FOR DAY PORTER & EACH PUBLIC FACILITY


Day Porter & Public Facilities	FY 2019-2020	FY 2020-2021	FY 2021-2022
	Monthly \$	Monthly \$	Monthly \$
Day Porter	\$2,080.00	\$2,132.00	\$2,185.30
1. City Council Chambers	\$86.70	\$88.87	\$91.09
2. Police Department	\$1,715.68	\$1,758.57	\$1,802.54
3. South Pasadena City Hall	\$433.35	\$444.18	\$455.29
4. War Memorial Building	\$910.00	\$932.75	\$956.07
5. Eddie Park Clubhouse	\$303.33	\$310.91	\$318.69
6. Garfield Park Restrooms	\$433.35	\$444.18	\$455.29
7. Garfield Park Youth House	\$303.33	\$310.91	\$318.69
8. Service Facility (City Yard)	\$910.00	\$932.75	\$956.07
9. The Recreation Center	\$650.00	\$665.25	\$681.88
10. Public Library	\$2,226.65	\$2,282.32	\$2,339.37
11. Senior Citizen's Center	\$875.00	\$896.88	\$919.30
12. Arroyo Park Restrooms	\$606.65	\$621.82	\$637.36
13. Garfield Water Facility	\$910.00	\$932.75	<del>\$956.07</del>
<b>A. Monthly Sub-Total (Day Porter &amp; 13 facilities):</b>	<b>\$12,444.04</b>	<b>\$12,754.14</b>	<b>\$13,072.99</b>
<b>B. Yearly Sub-Total (Row A x 12, for each FY):</b>	<b>\$149,328.48</b>	<b>\$153,049.69</b>	<b><del>\$156,875.93</del></b>
<b>C. PROPOSAL GRAND TOTAL (Sum of all 3 years in Row B):</b>	<b><del>\$459,254.11</del></b>		

\$956.05  
\$156,875.88

**\$459,254.04**

#### On-Call Cleaning Service Hourly Rate (\$/Hour)

Personnel/Title	FY 2019-2020	FY 2020-2021	FY 2021-2022
Janitor	\$25.00	\$25.50	\$26.00
Supervisor	\$28.00	\$28.50	\$29.00

  
 TOTAL AMOUNT  
 ADJUSTED  
 Lower Due to  
 Mathematical  
 Error by  
 Vendor  
 CORRECTION  
 APPROVED

Notes: FY = Fiscal Year, from July 1st through June 30th of the following year. Proposers may use additional pages as necessary for listing "personnel/title" hourly rates.

Company Name: BASE HILL, INC. DBA JAN POINT

Signature: 

Date: 02-19-19

Name (Print): SUNNY KIM

Title: PRESIDENT

**\*corrected FY 2021-2022 totals**



SUNNY KIM  
PRESIDENT  
10-13-2021



# City Council Agenda Report

ITEM NO. 17

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** H. Ted Gerber, Director of Public Works

**SUBJECT:** **Authorize Payment for Traffic Signal and Streetlight Services with Yunex, LLC for Past and Present Invoices and Authorize an Interim Maintenance Agreement with Yunex, LLC for a Total Not-to-Exceed Amount of \$40,000.**

## Recommendation

It is recommended that the City Council:

1. Authorize payment to Yunex, LLC (Yunex) for past and present invoices from January 2021 through June 30, 2022 in the amount of \$200,000; and
2. Authorize the City Manager to execute a contract for interim City traffic signal and street light repairs and maintenance with Yunex, in an amount not to exceed \$40,000.

## Background

The City of South Pasadena owns and operates 33 traffic signals and approximately 800 streetlights that require periodic inspection and maintenance. In 1987, the City entered into an agreement with Signal Maintenance, Inc. to routinely inspect and maintain traffic signals. Based on City staff research, since 1987, Signal Maintenance, Inc. has undergone business entity and name changes several times, including operating under Republic Electric, Republic Intelligent Transportation Systems, Siemens Industry, Inc., Siemens Mobility, Inc., and most recently Yunex Traffic (Yunex, LLC), which is a Siemens Business. The City has been utilizing Yunex's services 'month-to-month' since at least 2012, and had paid invoices to the company through 2020 on this basis. Invoices have not been paid for services rendered since January 2021.

## Analysis

The City is in the process of requesting proposals from qualified contractors specializing in traffic signal and streetlight inspection, maintenance, and repair. In the interim, the City proposes to execute an agreement with Yunex to address routine and emergency traffic signal and streetlight services. This contract for \$40,000 would provide interim traffic signal and streetlight services for the first quarter of FY 2022-2023, from July 2022 through September 2022, while the City conducts procurement for a new traffic

signal and streetlight services contract. The proposed contract includes provisions for Yunex to supply personnel, equipment, and other materials used in completing traffic signal and streetlight work.

**Fiscal Impact**

Adequate funding for payment of \$200,000 in invoices from January 2021 through June 2022 is available in FY 2021-2022 Public Works Facilities Account Nos. 101-6010-6601-8020-000 Facilities Maintenance Special Department Expense (\$2,000), 101-6010-6601-8120-000 Facilities Maintenance Building Maintenance (\$8,000), 215-6010-6115-8020-000 Traffic Signals Special Department Expense (\$31,000), 215-6010-6115-8180-000 Traffic Signals Contract Services (\$115,000), 215-6010-6115-8180-000 Traffic Signals Machinery & Equipment (\$20,000), 215-6010-6201-8020-000 Street Lighting Special Department Expense (\$18,000), and 215-6010-6201-8170-000 Street Lighting Professional Service (\$6,000).

Adequate funding for FY 2022-2023 traffic signal and streetlight services is available in the City's Traffic Signal Contract Services Account No. 215-6010-6115-8180 and Street Lighting Special Department Expenses Account No. 215-6010-6201-8020, within the proposed FY 2022-2023 annual budget.

**Attachments**

1. Maintenance Agreement for Contractor Services with Yunex, LLC

**ATTACHMENT 1**  
Proposed Maintenance Agreement with  
Yunex, LLC

**MAINTENANCE AGREEMENT  
Providing Payment of Prevailing Wages**

**(City of South Pasadena / Yunex, LLC)**

**1. IDENTIFICATION**

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Yunex, LLC, a traffic systems (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following recurring maintenance services from a contractor: **Yunex, LLC**
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Scope of Services are listed in Exhibit A. Rates for such services as are set forth in Contractor’s **June 3, 2022** proposal to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Forty-Thousand Dollars (\$40,000).
- 3.4. “Commencement Date”: July 1, 2022.

3.5. "Termination Date": September 30, 2022

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15 ("Termination") below.

#### 5. CONTRACTOR'S DUTIES

- 5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Joshua Ferras, Service Account Manager** shall be



Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

- 5.7. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.8. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.9. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.10. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **6. SUBCONTRACTING AND ASSIGNMENT**

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically

described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

## 8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and

“maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Contractor’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours

during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

## **9. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **10. RELATIONSHIP OF PARTIES**

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

Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each

and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

**11.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

**12.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

**12.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:

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

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

- Professional Liability Insurance:                     \$2,000,000 per occurrence,  
   \$4,000,000 aggregate
- General Liability:
  - General Aggregate:                                     \$4,000,000
  - Products Comp/Op Aggregate                     \$4,000,000
  - Personal & Advertising Injury                     \$2,000,000
  - Each Occurrence   \$2,000,000

- Fire Damage (any one fire)                   \$ 100,000
- Medical Expense (any 1 person)           \$ 10,000
  
- Workers' Compensation:
  - Workers' Compensation                   Statutory Limits
  - EL Each Accident                         \$1,000,000
  - EL Disease - Policy Limit               \$1,000,000
  - EL Disease - Each Employee           \$1,000,000
  
- Automobile Liability
  - Any vehicle, combined single limit   \$1,000,000

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

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

**12.5. Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

**12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

**12.7. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 12.8. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.



**12.13. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

**12.14. Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### **13. MUTUAL COOPERATION**

**13.1. City Cooperation in Performance.** City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

**13.2. Contractor Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

### **14. NOTICES**

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

If to City:

H. Ted Gerber  
City of South Pasadena  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

If to Contractor:

Joshua Ferras  
1026 E. Lacy Ave  
Anaheim, CA 92805  
Telephone: 714-284-0206  
Facsimile: 714-284-1150

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

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

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

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

## **17. INTERPRETATION OF AGREEMENT**

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

## 18. GENERAL PROVISIONS

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

advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

“City”  
City of South Pasadena

“Contractor”  
Joshua Ferras, Service Account Manager

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

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

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

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Christina Munoz, Deputy City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Andrew L. Jared, City Attorney

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

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **Exhibit A**

- Furnish all tools, equipment, apparatus, facilities, labor, service and materials, and perform all work necessary to maintain traffic signal and related facilities.
- Inspect, clean, and/or adjust each traffic signal control unit once per month. Maintain a record in each controller cabinet including date and time, work performed, and any other relevant information or settings.
- Repair traffic signal systems when signal failure or malfunction occurs.
- Perform preventative maintenance to avoid signal failure or malfunction.
- Replace all traffic signal lamps when reaching 80% of useful life, but not more than a 12-month frequency, using standard traffic signal lamps compatible with traffic signal systems.
- Furnish spare control units or other equipment as needed. Controller units shall not be replaced, except temporarily for repair, without prior approval of the City.
- Clean, polish, and inspect all lenses and reflectors, at the time traffic signals are re-lamped.
- When servicing traffic signal systems, replace or change broken, deteriorated, or deteriorated parts as necessary.
- Provide 24-hour / 7 day-per week emergency on-call services, including holidays, to respond to emergency calls in a time not-to-exceed (2) hours.
- Provide traffic control/lane closures that conform to the California Manual of Uniform Traffic Control Devices (CAMUTCD), latest version.
- Inspect, maintain, and/or repair other equipment and appurtenances such as safety lighting, street name signs, street lighting, pedestrian signals, flashing beacon and detector devices, fiber-optic communication systems, and streetlights as requested by the City.

### **List of Traffic Signals Maintained by City of South Pasadena**

- |  |   |
|--|---|
| • Fair Oaks Ave. / Bank St.                        | • Fremont Ave. / Bank St.                           |
| • Fair Oaks Ave. / Raymond Hill Rd. / Columbia St. | • Fremont Ave. / Monterey Rd.                       |
| • Fair Oaks Ave. / Hope St.                        | • Fremont Ave. / El Centro St.                      |
| • Fair Oaks Ave. / Mission St.                     | • Fremont Ave. / Mission St.                        |
| • Fair Oaks Ave. / El Centro St.                   | • Fremont Ave. / Grevalia St. (Gold Line Crossing)  |
| • Fair Oaks Ave. / Oxley St.                       | • Mission St. / Garfield Ave.                       |
| • Fair Oaks Ave. / Monterey Rd.                    | • Mission St. / Orange Grove Ave.                   |
| • Fair Oaks Ave. / Rollin St.                      | • Mission St. / Meridian Ave. (Gold Line Crossing)  |
| • Fair Oaks Ave. / Oak St.                         | • Mission St. / Grand Ave.                          |
| • Fair Oaks Ave. / Huntington Dr.                  | • Monterey Rd. / Via Del Rey                        |
| • Fair Oaks Ave. / State St.                       | • Monterey Rd. / Orange Grove Ave.                  |
| • Huntington Dr. / Fremont Ave.                    | • Monterey Rd. / Diamond Ave.                       |
| • Huntington Dr. / Marengo Ave.                    | • Monterey Rd. / Meridian Ave.                      |
| • Huntington Dr. / Fletcher Ave.                   | • Monterey Rd. / Indiana Ave.                       |
| • Fremont Ave. / Maple St.                         | • Monterey Rd. / Pasadena Ave. (Gold Line Crossing) |
| • Fremont Ave. / Oak St.                           | • Pasadena Ave. / Arroyo Verde Rd.                  |
| • Fremont Ave. / Rollin St.                        |   |



**Exhibit B**

Yunex, LLC Traffic Signal Maintenance Services FY 2022-2023 Proposed Rates (June 3, 2022)



# City Council Agenda Report

ITEM NO. 18

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Ken Louie, Interim Director of Finance

**SUBJECT:** **Adoption of a Resolution Determining and Establishing an Appropriations Limit for Fiscal Year 2022-23 in Accordance with Article XIII B of the California Constitution**

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## Recommendation

It is recommended that the City Council adopt a resolution revising the City of South Pasadena's (City) Fiscal Year (FY) 2022-23 Appropriations Limit.

## Background

The "Gann Initiative" (established by 1979's Proposition 4) restricts the amount of tax-generated monies government entities can spend in a given fiscal year. Incorporated into Article XIII B of the State Constitution, the Gann Appropriations Limit specifies that appropriations funded by taxes may be increased annually by the higher of the change in California per capita income or nonresidential assessed valuation due to new construction and the change in South Pasadena population or Los Angeles County population.

Voters passed Gann Limit in 1979 to Constrain Government Spending. In the wake of Proposition 13 (1978)—the landmark initiative that limited local property taxes—voters passed another measure that limited the spending side of government operations. Proposition 4 (1979) amended the State Constitution to impose spending limits—technically, appropriations limits—on the state and most local governments. The limits are sometimes referred to as "Gann limits" in reference to one of the measure's coauthors, Paul Gann. The fundamental purpose of the limits was to keep inflation- and population-adjusted appropriations under the 1978-79 level. The measure required revenues in excess of the limit to be rebated to taxpayers.

## Analysis

The data used to calculate the City's Fiscal Year 2022-23 limit are the change in California per capita income, 7.55%, and Los Angeles County population decrease, -0.72%. These two factors provide the most beneficial yield over other factors such as calculations using the percentage change in Assessed Valuation in new non-residential construction (.75%) and/or using the population change in the City of South Pasadena (-1%). The application of these growth factors to the City's FY 2020-21 Appropriations

Limit produces the City's FY 2022-23 limit of \$31,568,147 for FY 2022-23, the appropriations subject to the limit are \$1,140,931 below the legally mandated limit. At this time, it is recommended the City Council adopt the proposed resolution setting the City's Appropriation Limit for FY 2022-23. The City will continue to closely monitor revenues during this fiscal year to determine if the actual revenues will exceed the limit. Should the revenues from the proceeds of taxes exceed the legal Limit, alternatives for recalculations and/or a return of excess proceeds will need to be considered at that time.

The City's independent auditors perform a limited review of the calculation as part of their annual audit. Per the State Constitution, the independent auditors are only required to review the annual calculation of the limit itself (Attachment 2, Exhibit A, Section I - Appropriation Limit). The City is responsible for the allocation of proceeds of taxes versus non-proceeds of taxes subject to the Limit (Attachment 2, Exhibit B). Finance.

### **Fiscal Impact**

While there is no negative fiscal impact to the City, if revenues exceed the appropriations limit, the impact will be brought forward to City Council.

#### Attachment:

1. Resolution revising the Appropriations Limit for FY 2022-23
2. Gann Calculations Worksheets (Exhibit A-D)

**ATTACHMENT 1**  
Resolution revising the Appropriations  
Limit for FY 2022-23

**CITY OF SOUTH PASADENA  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
DETERMINING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR  
2022-23 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA  
CONSTITUTION AND GOVERNMENT CODE SECTION 7910**

**WHEREAS**, Article XIII B was added to the Constitution of the State of California at the Special Statewide election held November 6, 1979 (commonly known as Proposition 4); and

**WHEREAS**, Government Code Section 7910 was added by California Legislature in 1980; and

**WHEREAS**, Proposition 111, which, among other things, provides new annual adjustment formulas for the Appropriations Limit, was approved by the voters in June, 1990; and

**WHEREAS**, The League of California Cities and the State of California Department of Finance have published population and per capita income growth indexes, as well as guidelines for the uniform application of Proposition 111; and

**WHEREAS**, Government Code Section 7910 requires the governing body of each local jurisdiction to adopt, by resolution, its Appropriation Limit; and

**WHEREAS**, said Appropriations Limit must be adhered to in preparing and adopting the City of South Pasadena's (City) annual Budget.

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

**SECTION 1.** In compliance with Article XIII B of the Constitution of the State of California, and Government Code Section 7910, the City Council hereby revises the City's Appropriation Limit for the Fiscal Year (FY) 2022-23 from \$29,561,956 to \$31,568,147.

**SECTION 2.** In the computation of such limits, the City selected population factors for the County of Los Angeles rather than the City of South Pasadena, for use in FY 2022-23.

**SECTION 3.** In regard to the cost-of-living factors used in the computation of the Appropriations Limit, the City used the change in California per capita income, rather than the change in assessed valuation due to new nonresidential construction as this netted a higher factor. The City also used the change in County population rather than the change in the City of South Pasadena's population change. The City is under the limit by \$1,140,931

**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 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Munoz, Deputy City Clerk

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina A. Muñoz, Deputy City Clerk

**ATTACHMENT 2**  
Gann Calculations Worksheets  
(Exhibits A– D)

**Exhibit A**  
**South Pasadena**  
**Appropriations (Gann) Limit Calculation**  
**Fiscal Year 2022-23**

**I Appropriation Limit**

Prior Year, 2021-22 Adopted Limit		\$29,561,956
Adjustment Factors:		
Change in California Per Capita Income (Note 1)	1.0755	
Change in L.A. County Population (Note 2)	<u>0.9929</u>	<u>1.0679</u>
Current Year, 2022-23 Appropriation Limit		\$31,568,147

**II Appropriations Subject to Limit**

Projected 2022-23 Revenues, All City Funds		\$75,804,419
Less: Non-Proceeds of Taxes (See Exhibit B)		(45,055,292)
Less: Exclusions (See Exhibit C)		<u>(321,911)</u>
Total City Appropriations Subject to Limit		\$30,427,216

**III Amount Over/(Under) Limit (I - II)** (\$1,140,931)

**IV Total City Appropriations as a % of Limit** 96.39%

Note 1: Change in California per capita income, 7.55%, exceeds the change in assessed valuation due to nonresidential new construction, 0.75% (provided by HdL).

Note 2: County of Los Angeles population growth, -0.71%, exceeds South Pasadena population growth, -1.00%. Total City population as of January 1, 2022 is 26,580.



Exhibit B  
**Non-Proceeds of Taxes**  
 Fiscal Year 2022-23

	<u>Proceeds of Taxes</u>	<u>Nonproceeds of Taxes</u>	<u>Total</u>
<b>101 General Fund</b>			
Property Tax	14,463,414		14,463,414
Library Special Tax	360,000		360,000
Sales Tax	5,466,000		5,466,000
PSAF Sales Tax (Exempted by Statute)		340,000	340,000
Business License Tax	434,000		434,000
Utility Users Tax	4,299,703		4,299,703
Property Tax - VLF/Swap	3,676,954		3,676,954
Franchise Fees		1,007,000	1,007,000
Real Property Transfer Tax	210,000		210,000
Licenses/Permits		469,280	469,280
Fines/Penalties		140,000	140,000
Rentals		327,500	327,500
State, Federal & Local Reimb/Grants		-	-
Fees & Charges		3,877,200	3,877,200
Interest		181,000	181,000
Reimbursement - Sewer/Water		483,384	483,384
Reimbursement - Other Agencies		345,000	345,000
Other Revenues		6,143,735	6,143,735
<b>Total General Fund</b>	<b>28,910,071</b>	<b>13,314,099</b>	<b>42,224,170</b>
<b>Other Funds</b>			
103 Insurance Fund		2,940,000	2,940,000
105 Facilities & Equipment		1,000	1,000
106 Technology Surcharge		15,000	15,000
108 SR-110		338,483	338,483
205 Local Transit (Prop A)	626,217	30,000	656,217
207 Local Transit (Prop C)	519,430	49,000	568,430
210 Sewer (Enterprise Fund)		2,165,551	2,165,551
213 SB2 Planning Grant		160,000	160,000
215 Lighting and Landscape Maintenance		1,292,079	1,292,079
217 PEG Fees		11,000	11,000
218 Clean Air (AB2766)		34,700	34,700
220 Parking and Business Improve. Tax	60,000	26,500	86,500
226 Mission Meridian Parking Garage		-	-
227 SA - CRA		196,500	196,500
228 Housing Authority		45,528	45,528
230 State Gas Tax (Applied to State's Limit)		757,620	757,620
232 County Park Bond		470,000	470,000
233 Measure R	389,573	10,000	399,573
234 LACMA Measure M		475,000	475,000
236 Measure M	441,516	7,000	448,516
237 ROAD MAINT. & REHAB. ACCT.		592,093	592,093
239 Measure W		251,179	251,179
240 Measure M MSP		250,000	250,000
245 Bike & Pedestrian (SB821)		24,172	24,172
247 SGVCOG Grants		50,000	50,000
255 Capital Growth		40,000	40,000
260 CDBG		462,213	462,213
272 State COPS Grants		102,500	102,500
274 Homeland Security Grant		44,369	44,369
275 Park Impact Fees		166,000	166,000
277 HSIP Grant		554,365	554,365
295 Arroyo Seco Golf Course (Enterprise)		1,634,600	1,634,600
310 Sewer Capital Projects		425,808	425,808
500 Water (Enterprise Fund)		15,008,595	15,008,595
503 Water Efficiency Fund		265,000	265,000
505 2016 Water Revenue Bonds		2,448,838	2,448,838
510 Water & Sewer Impact Fees		200,000	200,000
927 Redevelopment Obligations Trust Fund		196,500	196,500
<b>Total Other Funds</b>	<b>2,036,736</b>	<b>31,741,193</b>	<b>33,580,249</b>
<b>Less Interest Earnings:</b>		<b>(382,500)</b>	<b>(382,500)</b>
<b>Subtotal All Funds</b>	<b>30,946,807</b>	<b>44,672,792</b>	<b>75,421,919</b>
<b>Interest Earnings (add back)</b>	<b>-</b>	<b>382,500</b>	<b>382,500</b>
<b>Total All Funds</b>	<b>30,946,807</b>	<b>45,055,292</b>	<b>75,804,419</b>

Exhibit C  
Excluded Costs  
Fiscal Year 2022-23

<b>Category</b>	<b>Amount</b>
<b>Federal Mandates</b>	
Social Security/Medicare	224,911
Non-Incidental Overtime - FLSA	97,000
	<hr/>
	<b>321,911</b>
<b>Qualified Debt Service</b>	
	<hr/>
	<b>0</b>
<b>Total Excluded Costs</b>	<b>321,911</b>

<b>Exhibit D</b> <b>Interest Earnings</b> <b>Fiscal Year 2022-23</b>
--

Category	Amount
Non-Interest Tax Proceeds	30,946,807
Exclusions	(321,911)
	30,624,896
<b>Total Non-Interest Budget</b>	<b>75,421,919</b>
Tax Proceeds as Percent of Budget	40.60%
Interest Earnings	382,500
<b>Amount of Interest Earned from Taxes</b>	<b>123,800</b>
<b>Amount of Interest Earned from Non-Taxes</b>	<b>258,700</b>
Fund	
101	181,000
Non-General	201,500
	382,500

**GENERAL FUND CALCULATION**

Estimated Interest Tax/Non-Tax for General Fund = \$181,000  
 Approx. Ratio of Tax/Non-tax Revenue is 68% to 32%  
 So about 68% of Interest Proceeds attributable to General Fund Tax Proceeds  
 So this means about \$123,080 is Interest generated from Tax Proceeds

**SPECIAL FUND CALCULATION**

Total Interest from Special Funds is \$201,500

Note: Interest Income for Special Funds were displayed on Non-tax Proceeds side



# City Council Agenda Report

ITEM NO. 19

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Ken Louie, Interim Finance Director  
Stephanie Pinto, Management Assistant

**SUBJECT:** **Monthly Investment Report for April 2022**

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## **Recommendation**

It is recommended that the City Council receive and file the Monthly Investment Report for April 2022.

## **Background**

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

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

## **Analysis**

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

In April 2022, the City settled a \$9.3 million lawsuit in which the funds were deposited in late April. At the close of business April 30, 2022, the funds were on deposit with Bank of the West – the City's primary bank. These funds will be invested in the near future.

## **Fiscal Impact**

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

Attachment: City Investment Report for April 2022

**ATTACHMENT 1**  
City Investment Reports for April 2022

**Exhibit A**  
**City of South Pasadena**  
**INVESTMENT REPORT**  
**April 30, 2022**

**Investment Balances at Month End**

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
<b>LOCAL AGENCY INVESTMENT FUND:</b>					
LAIF City	ON DEMAND	0.523%	28.50%	15,581,019.17	15,581,019.17
SUBTOTAL			28.50%	<b>15,581,019.17</b>	<b>15,581,019.17</b>
<b>ZIONS BANK</b>					
Corporate Bonds	See Exhibit B-1	2.76%	21.12%	11,549,523.96	11,120,851.50
Government Agency Securities	See Exhibit B-1	0.00%	0.00%	0.00	0.00
US Treasury Notes & Bonds	See Exhibit B-1	1.23%	48.78%	26,671,119.43	25,864,995.16
US Obligations Variable	See Exhibit B-1	0.92%	1.60%	874,953.20	875,609.03
SUBTOTAL			71.50%	<b>39,095,596.59</b>	<b>37,861,455.69</b>
<b>TOTAL INVESTMENTS</b>			<b>100.00%</b>	<b>\$54,676,615.76</b>	<b>\$53,442,474.86</b>

**BANK ACCOUNTS:**

Bank of the West Account Balance:	\$15,669,772.48
Zions Bank Uninvested Cash Balance <sup>1</sup> :	\$91,319.68
Zions Bank Unsettled Transactions <sup>1</sup>	-
BNY Mellon Uninvested Cash Balance <sup>2</sup>	158,366.26

**Footnotes:**

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

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

**Required Disclosures:**

Average weighted maturity of the portfolio	<u>563</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>1.337%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 24,768,416
Projected with FY 2022 Adopted Budget:	\$ 33,119,219

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

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

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



Gary Pia, City Treasurer

06/07/2022

Date

**Exhibit B-2**

**Funds and Investments  
Held by Contracted (Third) Parties  
April 30, 2022**

**2016 Water Revenue Bonds**

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
-----------------	--------	-----------------	-----------	-------------	--------------	-------------	---------------	------------------	----------------------

**BNY Mellon Project Fund**

1	Cash		44.89	0.010%	44.89	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,321.37	0.250%	158,291.81	0.250%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>		<b>0.52%</b>	<b>158,366.26</b>	<b>0.250%</b>	<b>158,336.70</b>	<b>0.250%</b>		<b>1</b>	
<b>Total Project Fund</b>			<b>158,366.26</b>	<b>0.250%</b>	<b>158,336.70</b>	<b>0.250%</b>		<b>1</b>	

**Exhibit C**

**April 30, 2022  
Investment Report**

**Summary of Invested Funds -- Last Day of the Month**

<b>MONTH</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



ZIONS BANK®

**Statement of Account**

April 1, 2022 Through April 30, 2022

**South Pasadena Custody**

[REDACTED]

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

[REDACTED] - [REDACTED]  
[REDACTED]

*Confidential And Privileged Information*



# Cash Reconciliation

	Income	Principal
<i>Opening Balance April 1, 2022</i>	\$ 340,766.16	\$ -340,766.16
<b>Receipts</b>		
Sales	0.00	0.00
Interest	30,171.38	0.00
Dividends	15.17	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
<b>Total Receipts</b>	30,186.55	0.00
<b>Disbursements</b>		
Purchases	0.00	0.00
Fees	0.00	0.00
Other Disbursements	0.00	-24,776.46
Transfers	0.00	0.00
<b>Total Disbursements</b>	0.00	-24,776.46
<b>Net Cash Management</b>	0.00	-5,410.09
<i>Closing Balance April 30, 2022</i>	\$ 370,952.71	\$ -370,952.71



# Portfolio Summary

April 30, 2022

	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.24%	91,319.68	9.13	0.01%
Fixed Income	99.76%	37,861,455.69	632,730.50	1.67%
<b>Total Portfolio</b>	100.00 %	37,952,775.37	632,739.63	1.67%
<b>Accrued Income</b>		184,367.83		
<b>Total Market Value</b>		38,137,143.20		



# Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
91,319.68	Fidelity Gov Port III FCGXX		91,319.68	1.00	91,319.68	9.13	0.01%	0.79	
91,319.68	<b>** Sub Totals **</b>		91,319.68		91,319.68	9.13	0.01%	0.79	
<u>Corporate Bonds (30/360)</u>									
384,000	Apple Inc	2.700%	05/13/2022	386,822.73	100.05	384,181.14	10,368.00	2.70%	4,836.47
387,000	Bristol-Myers Squibb Co	2.000%	08/01/2022	388,305.27	100.23	387,896.14	7,740.00	2.00%	1,924.19
191,000	Visa Inc	2.150%	09/15/2022	192,555.51	100.17	191,326.31	4,106.50	2.15%	516.18
383,000	Chubb INA Holdings INC	2.875%	11/03/2022	387,203.87	100.35	384,334.67	11,011.25	2.87%	5,444.11
382,000	Lockheed Martin Corp	3.100%	01/15/2023	391,937.08	100.25	382,946.38	11,842.00	3.09%	3,473.21
383,000	Bank of New York Mellon	2.950%	01/29/2023	384,493.77	100.51	384,958.66	11,298.50	2.93%	2,871.97
289,000	Amazon Com Inc	2.400%	02/22/2023	288,869.68	100.15	289,443.72	6,936.00	2.40%	1,317.45
378,000	General Dynamics Corp	3.375%	05/15/2023	383,835.45	101.10	382,139.29	12,757.50	3.34%	5,879.85
191,000	Cisco Systems Inc	2.200%	09/20/2023	189,862.48	99.39	189,834.85	4,202.00	2.21%	469.50
373,000	Deere John Capital Corp	3.650%	10/12/2023	383,670.76	101.39	378,191.83	13,614.50	3.60%	684.53
374,000	State Street Corp	3.700%	11/20/2023	392,227.00	101.16	378,333.43	13,838.00	3.66%	6,184.58
373,000	Caterpillar Finl Svcs	3.750%	11/24/2023	391,723.44	101.37	378,112.48	13,987.50	3.70%	6,095.11
468,000	Truist Finl Corp	3.750%	12/06/2023	485,403.26	100.99	472,651.24	17,550.00	3.71%	7,059.22
185,000	MetLife Inc	3.600%	04/10/2024	192,070.29	100.76	186,396.75	6,660.00	3.57%	372.07
371,000	Comcast Corp New	3.700%	04/15/2024	389,411.64	100.92	374,413.06	13,727.00	3.67%	575.15
380,000	Texas Instrs Inc	2.625%	05/15/2024	387,088.44	99.39	377,681.67	9,975.00	2.64%	4,597.42
193,000	Paccar Financial Corp	2.150%	08/15/2024	198,071.89	97.87	188,888.79	4,149.50	2.20%	869.31
483,000	Unitedhealth Group Inc	2.375%	08/15/2024	499,393.26	98.46	475,556.97	11,471.25	2.41%	2,403.19
193,000	United Parcel Svcs Inc	2.200%	09/01/2024	195,191.81	98.35	189,822.74	4,246.00	2.24%	699.76
390,000	Coca Cola Co	1.750%	09/06/2024	395,146.14	98.06	382,434.30	6,825.00	1.78%	1,029.47
481,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	486,684.27	97.84	470,591.87	10,582.00	2.25%	5,291.00
380,000	Pepsico Inc	2.250%	03/19/2025	394,008.12	97.64	371,029.82	8,550.00	2.30%	979.19
383,000	Target Corp	2.250%	04/15/2025	393,670.49	97.14	372,041.55	8,617.50	2.32%	361.07
398,000	US Bancorp	1.450%	05/12/2025	398,598.79	94.27	375,184.44	5,771.00	1.54%	2,708.18



# Holdings

Shares / PV	Asset Description			Cost	Price	Market Est	Ann Inc	Yield	Acc Income
647,000	JPMorgan Chase & Co	3.900%	07/15/2025	692,153.92	100.36	649,309.09	25,233.00	3.89%	7,400.74
462,000	Bank Of America Corp	3.875%	08/01/2025	501,259.80	100.26	463,186.71	17,902.50	3.87%	4,450.62
370,000	Home Depot Inc	3.350%	09/15/2025	398,245.55	100.04	370,151.05	12,395.00	3.35%	1,558.03
199,000	Prudential Finl Inc	1.500%	03/10/2026	196,697.69	93.10	185,275.74	2,985.00	1.61%	416.90
403,000	Procter & Gamble Co	1.000%	04/23/2026	394,061.18	91.48	368,658.59	4,030.00	1.09%	78.80
406,000	Schwab Charles Corp	1.150%	05/13/2026	397,104.32	90.87	368,929.48	4,669.00	1.27%	2,178.00
378,000	Intel Corp	2.600%	05/19/2026	393,756.06	97.08	366,948.74	9,828.00	2.68%	4,419.85
11,258,000	<b>** Sub Totals **</b>			11,549,523.96		11,120,851.50	306,868.50	2.76%	87,145.12
	<u>U.S. Treasury Notes &amp; Bonds</u>								
1,157,000	U S Treasury Notes	1.875%	04/30/2022	1,160,824.84	100.00	1,157,000.00	21,693.75	1.88%	10,846.88
1,933,000	U S Treasury Notes	1.750%	07/15/2022	1,940,950.23	100.18	1,936,548.99	33,827.50	1.75%	9,811.84
1,835,000	U S Treasury Notes	1.750%	01/31/2023	1,842,513.47	99.93	1,833,638.43	32,112.50	1.75%	7,895.06
2,135,000	U S Treasury Notes	1.375%	06/30/2023	2,134,965.14	98.96	2,112,815.22	29,356.25	1.39%	9,731.35
1,188,000	U S Treasury Notes	0.250%	09/30/2023	1,173,488.71	96.94	1,151,617.50	2,970.00	0.26%	243.44
1,699,000	U S Treasury Notes	2.875%	11/30/2023	1,746,960.03	100.48	1,707,097.43	48,846.25	2.86%	20,263.14
1,621,000	U S Treasury Notes	2.125%	03/31/2024	1,626,222.56	98.96	1,604,219.41	34,446.25	2.15%	2,823.46
2,300,000	U S Treasury Notes	2.000%	04/30/2024	2,316,887.76	98.65	2,269,002.90	46,000.00	2.03%	23,000.00
2,191,000	U S Treasury Notes	0.625%	10/15/2024	2,156,939.71	94.82	2,077,598.22	13,693.75	0.66%	561.22
2,010,000	U S Treasury Notes	0.500%	03/31/2025	1,973,674.78	93.42	1,877,780.19	10,050.00	0.54%	823.77
1,843,000	U S Treasury Notes	0.250%	06/30/2025	1,775,777.95	92.04	1,696,352.49	4,607.50	0.27%	1,527.35
1,640,000	U S Treasury Notes	0.375%	11/30/2025	1,574,565.67	91.36	1,498,294.16	6,150.00	0.41%	2,551.24
1,751,000	U S Treasury Notes	0.375%	01/31/2026	1,689,140.62	90.96	1,592,725.36	6,566.25	0.41%	1,614.35
1,625,000	U S Treasury Notes	0.750%	03/31/2026	1,582,327.35	91.96	1,494,364.63	12,187.50	0.82%	998.98
2,036,000	U S Treasury Notes	0.750%	08/31/2026	1,975,880.61	91.16	1,855,940.23	15,270.00	0.82%	2,531.17
26,964,000	<b>** Sub Totals **</b>			26,671,119.43		25,864,995.16	317,777.50	1.23%	95,223.25
	<u>U.S. Obligations Variable</u>								
874,000	U S Treasury Notes	0.925%	10/31/2023	874,953.20	100.18	875,609.03	8,084.50	0.92%	1,998.67
874,000	<b>** Sub Totals **</b>			874,953.20		875,609.03	8,084.50	0.92%	1,998.67



# Holdings

Shares / PV	Asset Description	Cost	Price	Market Est Ann Inc	Yield	Acc Income
39,187,319.68	** <i>Grand Totals</i> **	39,186,916.27		37,952,775.37	632,739.63	1.67% 184,367.83

### Cash Summary

<i>Principal Cash</i>	-370,952.71
<i>Income Cash</i>	370,952.71
<i>Invested Income</i>	0.00



# Account Transactions

Date	Description	Income	Principal	Carrying Value
<i>Starting Balances</i>		\$ 340,766.16	\$ -340,766.16	\$ 39,479,079.06
<u>Interest</u>				
04/11/2022	Interest MetLife Inc 3.6000% 04/10/24	3,330.00		
04/12/2022	Interest Deere John Capital Corp 3.6500% 10/12/23	6,807.25		
04/15/2022	Interest Comcast Corp New 3.7000% 04/15/24	6,863.50		
04/15/2022	Interest Target Corp 2.2500% 04/15/25	4,308.75		
04/15/2022	Interest U S Treasury Notes 0.6250% 10/15/24	6,846.88		
04/25/2022	Interest Procter & Gamble Co 1.0000% 04/23/26	2,015.00		
<b>Sub Total</b>		30,171.38	0.00	0.00
<u>Dividends</u>				
04/01/2022	Dividend Fidelity Gov Port III FCGXX Interest From 03/01/2022 To 03/31/2022	15.17		
<b>Sub Total</b>		15.17	0.00	0.00
<u>Disbursements</u>				
04/12/2022	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec. 9 of the Custody Agreement-Inv#10823022097 dtd 04-07-22 Acct#255-138705		-3,160.36	
04/14/2022	Cash Disbursement Fee Paid To Bank - CC Paid To : Zions Bank Per Sec. 9 of The Agreement Custody Services Quarterly Administration Fee \$500 (January 2022 - March 2022) Security Purchase \$1000 Wire Transfer \$90 Invoice No. 10372 Dated 04/11/22.		-1,590.00	
04/28/2022	Cash Disbursement Miscellaneous Disbursement Paid To : Legg Mason Private Portfolio Group, LLC		-20,026.10	

Account Name : South Pasadena Custody



# Account Transactions

Date	Description	Income	Principal	Carrying Value
	Per Sec 9 of Custody Agmt - Management Fee Invoice 2022-Q2-CITY0041 dtd 04-22-22			
	<b>Sub Total</b>	0.00	-24,776.46	0.00
	<u>Other/Miscellaneous</u>			
04/14/2022	Explanation Market Fee received in the amount of \$500.00. Per invoice dated 03/31/2022.			
04/14/2022	Explanation Miscellaneous Fee received in the amount of \$1090.00. Per invoice dated 04/14/2022.			
	<b>Sub Total</b>	0.00	0.00	0.00
	<u>Cash Management</u>			
04/01/2022	Sweep - Buy Fidelity Gov Port III FCGXX 15.17 Par Val @ \$1.00		-15.17	15.17
04/11/2022	Sweep - Buy Fidelity Gov Port III FCGXX 3330 Par Val @ \$1.00		-3,330.00	3,330.00
04/12/2022	Sweep - Buy Fidelity Gov Port III FCGXX 3646.89 Par Val @ \$1.00		-3,646.89	3,646.89
04/18/2022	Sweep - Buy Fidelity Gov Port III FCGXX 16429.13 Par Val @ \$1.00		-16,429.13	16,429.13
04/25/2022	Sweep - Buy Fidelity Gov Port III FCGXX 2015 Par Val @ \$1.00		-2,015.00	2,015.00
04/28/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 20026.1 Par Val @ \$1.00		20,026.10	-20,026.10
	<b>Sub Total</b>	0.00	-5,410.09	5,410.09
	<b>Ending Balances</b>	\$ 370,952.71	\$ -370,952.71	\$ 39,484,489.15





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

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

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

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

**Exhibit B-2**

**Funds and Investments  
Held by Contracted (Third) Parties  
April 30, 2022**

**2016 Water Revenue Bonds**

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

1	Cash		44.89	0.010%	44.89	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,321.37	0.250%	158,291.81	0.250%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>		<b>0.52%</b>	<b>158,366.26</b>	<b>0.250%</b>	<b>158,336.70</b>	<b>0.250%</b>		<b>1</b>	
<b>Total Project Fund</b>			<b>158,366.26</b>	<b>0.250%</b>	<b>158,336.70</b>	<b>0.250%</b>		<b>1</b>	

**Exhibit C**

**April 30, 2022  
Investment Report**

**Summary of Invested Funds -- Last Day of the Month**

<b>MONTH</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



# City Council Agenda Report

ITEM NO. 20

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

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

**SUBJECT:** **Approval of the First Amendment to the Professional Services Agreement with Pro Forma Advisor, LLC for Restaurant Consultant Services**

---

## **Recommendation**

It is recommended that the City Council approve the first amendment to the professional services agreement with Pro Forma Advisors, LLC (Pro Forma) for Restaurant Consultant Services extending the term of the agreement until the completion of the project or December 31, 2022.

## **Background**

In April 2021, an ad hoc committee was formed consisting of two Natural Resources Environment Commissioners, Parks and Recreation Commissioners, Finance Commissioners, and City Council liaisons. The purpose of the ad hoc committee is to review all recreation leased Facilities, including the Arroyo Seco Golf Course, Arroyo Seco Racquet Club, San Pascual Stables, and the All-Star Batting Cages, and report to Council. The Committee recommended moving forward with the restaurant first.

The City entered into a management agreement with Donovan Bros Golf, LLC for the Arroyo Seco Golf Course in 2010. Since 2010, there have been two amendments to the agreement, which terminated in June 2020. As of June 2020, the agreement has become a month-to-month agreement. Currently, the restaurant at the golf course is closed and has been closed since the beginning of the pandemic.

The Committee felt a restaurant consultant could guide them in an RFP process for a new restaurant operator, possible future operations, and capital projects needed to attract a strong operator. A Request for Proposals (RFP) was publicized for such a consultant on September 24, 2021. Staff held a walkthrough of the restaurant on October 4, 2021, with only Pro Forma attending. The proposals were due on October 14, 2021. Three proposals were received: GFB, Pro Forma, and Fessel International Hospitality Consultants. The Committee reviewed the three proposals at its November 4, 2021 meeting. The Committee interviewed GFB and Pro Forma on December 2, 2021. After the interviews, the Committee recommended that both consultants be

retained. Further discussion at the regular Committee meeting on January 2022, the Committee unanimously approved a recommendation to move forward only with Pro Forma.

At the January 19, 2022, City Council meeting, the City Council awarded a professional services agreement with Pro Forma Advisors, LLC for Restaurant Consultant Services in the amount of \$19,770.

### **Analysis**

Staff recommends that the City Council approve the first amendment to the professional services agreement with Pro Forma. The professional services agreement is set to expire on June 30, 2022. The extension will allow the agreement to continue an additional six months to complete all required tasks. The amendment will not impact the amount owed to Pro Forma. Due to a delay with a resurgence of COVID and the closure of the Arroyo Seco Golf Course, some of the tasks were unable to be completed. These tasks consist of a facility walkthrough and interviews with local restaurant owners, touring other facilities, and the ability to meet with the ad hoc committee regularly as the Committee had interviews with potential batting cage operators.

### **Fiscal Impact**

There is no fiscal impact with this amendment. This project is budgeted for, and fiscal impact is addressed entirely through the Arroyo Seco Golf Course revenue account: 295-8040-8043-8520. The contract total is \$19,770, which is currently encumbered in Fiscal Year 21/22.

Attachment: First Amendment to the Pro Forma Advisors, LLC Agreement

**ATTACHMENT 1**  
First Amendment Pro Forma Advisors, LLC

**FIRST AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES WITH PRO FORMA ADVISORS, LLC**

This First Amendment to the Pro Forma Advisors, LLC Agreement (hereinafter "First Amendment") is made as of the 15th day of June 2022 (the "Execution Date") by and between **The City of South Pasadena, California** (hereinafter referred to as "City") and **Pro Forma Advisors, LLC** (hereinafter referred to as "Consultant") to amend the terms of the Agreement.

WITNESSETH:

**WHEREAS**, on or about January 19, 2022, the City Council authorized the City Manager to execute a contract with Pro Forma Advisors, LLC, for consultant services for the Arroyo Seco Golf Course Restaurant;

**WHEREAS**, the Terms of the Agreements expire on June 30, 2022;

**WHEREAS**, the City and Consultant desire to extend the contract until the project has been completed or by December 31, 2022.

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

- a) PARAGRAPH 3.6 "Termination Date" is amended to read: Completion of the project or on December 31, 2022.
- b) **Remaining Provisions of the Agreement.** All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF this First Amendment is signed by the Parties on the date first above written.

**“CITY”**  
**City of South Pasadena**

**“CONSULTANT”**  
**Pro Forma Advisor, LLC**

**By:** \_\_\_\_\_  
Name: Arminé Chaparyan  
Title: City Manager  
Date: \_\_\_\_\_

**By:** \_\_\_\_\_  
Name: Gene Krekorian  
Title: Principal  
Date: \_\_\_\_\_

**APPROVED AS TO  
FORM:**

\_\_\_\_\_  
Name: Andrew L. Jared  
Title: City Attorney  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: Christina Muñoz  
Title: Deputy City Clerk  
Date: \_\_\_\_\_





# City Council Agenda Report

ITEM NO. 21

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Angelica Frausto-Lupo, Community Development Director

**SUBJECT:** **Authorize the City Manager to Execute Contract Amendment to Extend the Contract Terms for Code Enforcement Services**

---

## Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract Amendment to the Willdan Engineering, Inc. Professional Services Agreement (PSA) for code enforcement services to extend the contract term.

## Background

In July 2021, the Community Improvement Coordinator position was vacated. To continue to provide sufficient code enforcement services, the City entered into a Professional Services Agreement with two firms, Trantech Engineers and Willdan Engineering for \$36,000 each until the permanent City position could be filled. Willdan provided services from October 2021 through February 2022 when the City filled the permanent Community Improvement Coordinator position. However, the PSA had a term date of January 8, 2022.

## Discussion/Analysis

Due to staff shortages in the Community Development Department, the City was not able to fill the permanent position until February 2022, one month after the term date. The contract amendment is necessary in order to pay outstanding invoices for services from January through February 7, 2022. No modifications to the scope of work or budget are being proposed. The service has been provided and completed.

## Fiscal Impact

The proposed contract amendment would extend the contract term and does not include any modification to the scope of work or budget (\$36,000). The contract amendment is needed to pay final invoices for service provided. The project was completed within budget at \$35,067.50.

## Attachments:

1. Willdan PSA
2. Willdan Contract Amendment

**ATTACHMENT 1**  
Willdan Engineering, Inc.  
Professional Services Agreement

CONTRACT NO. 2021-048

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**  
(City of South Pasadena / Willdan Engineering, Inc.)

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of South Pasadena, a California municipal corporation (“City”), and Willdan Engineering, Inc., a California corporation (“Consultant”) (collectively, “parties”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **code enforcement 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.

**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” means such professional services as are set forth in the written Scope of Services attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in the fee schedule attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means July 8, 2021.
- 3.4 “Termination Date” means January 8, 2022.
- 3.5 “City Agreement Administrator” means Joanna Hankamer, Director of Planning and Community Development.
- 3.6 “Consultant Project Administrator” means Al Brady.

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4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of thirty six thousand dollars (\$36,000.00) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any 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.
- 5.5 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 both (i) such work would require Consultant to abstain

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from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

- 5.6 Consultant represents that it 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. **Al Brady** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 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.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) 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 subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, 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. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") 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.

**8. RELATIONSHIP OF PARTIES**

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

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent

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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, workers' compensation, and other applicable federal and state taxes.

**9. AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property 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 any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses 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.

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- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 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.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to



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eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

**11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. 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.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
  - 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
  - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

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- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement 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.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

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- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

**12. MUTUAL COOPERATION**

- 12.1 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.
- 12.2 If any claim, action, or proceeding 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, action, or proceeding.

**13. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**14. RECORDS AND INSPECTIONS**

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

**15. 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.

**16. NOTICES**

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

If to City:

Joanna Hankamer  
City of South Pasadena  
Planning and Building  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7220  
Facsimile: (626) 403-7241

If to Consultant:

Al Brady  
Willdan Engineering, Inc.  
13191 Crossroads Parkway North  
Suite 405  
Industry, CA 91746-3443  
Telephone: 951-454-3539  
Telephone: 562-908-6200  
Facsimile: 562-695-2120

With courtesy copy to:

Teresa L. Highsmith, City Attorney  
Colantuono, Highsmith & Whatley, PC

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790 E. Colorado Blvd, Suite 8500  
Pasadena, California 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

**18. TERMINATION**

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. 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 promptly returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

**18. GENERAL PROVISIONS**

- 18.1. 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.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice

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versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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 to be charged with the waiver.
- 18.5 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.
- 18.6 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. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. 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.
- 18.7 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains

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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 behalf of the City and Consultant.

18.10 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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. Such action 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.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

City of South Pasadena

DocuSigned by

*Armine Chaparyan*

By

BCFC0358A0F24D7

*Armine' Chaparyan, City Manager*

Printed: Armine' Chaparyan

Date: 9/15/2021

“Consultant”

Willdan Engineering, Inc.

*Al Brady*

By

*Al Brady, CBO, Deputy Director of Building and Safety*

Printed: AL BRADY

Date: 8/6/2021

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Attest:

By DocuSigned by:  
*Lucie Colombo*  
616DE6C4690140F  
\_\_\_\_\_  
Lucie Colombo, CMC, CPMC  
City Clerk

Date: 9/15/2021

Approved as to form:

By DocuSigned by:  
*Andrew Javed*  
0E8BAE28002E15  
\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: 9/15/2021



**“EXHIBIT A”  
SCOPE OF WORK**

## City of South Pasadena

### **Contract Inspection Services**

The project shall consist of Willdan staff coordinating with the City of South Pasadena Planning & Building Department to provide Code Compliance staff to the City. Willdan staff shall conduct all inspections and re-inspections of properties as assigned and will identify and enforce all violations of City’s municipal code, ordinances, laws and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes and correspondences. In addition to the services mentioned above, Willdan employees would provide the following to the City (this is not intended to be a comprehensive list).

- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations.
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel and provides testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

**“EXHIBIT B”  
APPROVED FEE SCHEDULE**

The Willdan rate for code compliance services is \$65.00 dollars an hour for the personnel assigned to perform code compliance services.

**ATTACHMENT 2**  
Willdan Engineering, Inc.  
First Amendment

**FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES**

THIS AMENDMENT (“Amendment”) is made and entered into on the 15<sup>th</sup> day of June, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and Willdan Engineering, Inc. (“Consultant”).

RECITALS

**WHEREAS**, on July 7, 2021, the City Council authorized the City Manager to execute a contract with Willdan Engineering, Inc., to provide interim code enforcement services;

**WHEREAS**, the Term of the Agreement was through January 8, 2022, with the option to extend upon written agreement of the parties;

**WHEREAS**, the City and Consultant desired to extend the contract until February 7, 2022.

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

1. **PARAGRAPH 3.7** “Termination Date” is amended to read: February 8, 2022.
2. **PROVISIONS OF AGREEMENT.** All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”  
City of South Pasadena

“Consultant”  
Willdan Engineering, Inc.

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

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

Printed: Arminé Chaparyan

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

Title: City Manager

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

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

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

**Attest:**

By: \_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Andrew Jared, City Attorney

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



# City Council Agenda Report

ITEM NO. 22

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *DM/AZ*

**PREPARED BY:** Lucy Demirjian, Management Services Director  
Belinda Varela, Human Resources & Risk Manager

**SUBJECT:** **Approval of Resolutions: Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena (City) and the Police Officers' Association, Superseding Resolution No. 7623; Adopting an MOU Between the City and the Public Service Employees' Association, Superseding Resolution No. 7624; and Approving Unrepresented Management Employee Benefits Listing and Management Salary Schedule Superseding Resolution No. 7626**

---

## Recommendation

It is recommended that the City Council approve the following:

1. A resolution adopting an MOU between the City and the South Pasadena Police Officers' Association (POA), superseding Resolution No.7623;
2. A resolution adopting an MOU between the City and the Public Service Employees' Association (PSEA), superseding Resolution No. 7624; and
3. A resolution approving unrepresented management employee benefits listing and management salary schedule superseding Resolution No.7626.

## Background

California Government Code Section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment. City staff and the representatives of the Public Service Employees' Association, Firefighters' Association and the Police Officers' Association began negotiations in March 2022 regarding terms for new Memoranda of Understanding (MOU) as the previous terms for the above-listed employee groups is set to expire on June 30, 2022.

## Analysis

The policy goals communicated to the negotiating team by the City Council for this negotiation included recognizing employees' commitment and dedication to the City, with compensation increases and benefit contribution increases to better align with the job market and the increased cost of living. The labor market has changed, competitive

employee attraction and retention efforts are necessary, and staffing shortages are affecting all industries. This alignment is intended to enhance employee retention and provide for competitive recruitment efforts. At the beginning of the year, the City initiated a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public.

Included in the compensation and benefits package is a one-time payment of funds to employees within each of the associations that have reached agreement with the City and Management employees. The lump sum payment varies for each bargaining group and is intended to recognize the essential work and public service provided by employees who continued to diligently work through the COVID-19 pandemic.

The proposed MOUs reflect the agreements reached with each employee group/Association. Accordingly, each MOU presented for City Council approval has been approved by each Association's governing board and their respective memberships. City staff was able to reach agreement with the Police Officer's Association (POA) and Public Service Employee's Association (PSEA) full-time employee groups for a three-year term. Attachment 3 provides a resolution listing the compensation and benefits for management employees for the next three years.

Three-year labor agreements with represented employees are advantageous as it will promote stability within the organization, and enable the City to more accurately forecast expenses in the next three years.

### **Fiscal Impact**

Employee salaries and benefits are largely funded by the General Fund, with specific positions funded through enterprise funds.

As discussed during City Council budget hearings, a portion of the State and Local Fiscal Recovery Funds, received through the American Rescue Plan Act of 2021, will be used to fund the first year of the MOUs, including compensation, benefits and the one-time lump-sum payments. The total fiscal impact for the 2022-2023 fiscal year is estimated at \$1,160,000. Funds for future years of the MOU will be appropriately budgeted.

### **Attachments:**

1. Resolution adopting an MOU between the City and the POA
2. Resolution adopting an MOU between the City and the PSEA
3. Resolution Approving Unrepresented Management Employee Benefits Listing and Management Salary Schedule

**ATTACHMENT 1**

Resolution Adopting an MOU between the City and the POA



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ADOPTING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH PASADENA AND  
THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION,  
SUPERSEDING RESOLUTION NO. 7623**

**WHEREAS**, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

**WHEREAS**, in early 2022, the City initiated a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

**WHEREAS**, the City's negotiating team met and conferred with the South Pasadena Police Officers' Association (POA) representatives on numerous occasions to discuss terms and conditions of employment; and

**WHEREAS**, the City and the POA have agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

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

**SECTION 1.** The Memorandum of Understanding between the City of South Pasadena and the South Pasadena Police Officers' Association, attached as Exhibit A, is approved and adopted by the City Council of the City of South Pasadena.

**SECTION 2.** The City Council declares that this resolution supersedes Resolution No. 7623, which represented the previous Memorandum of Understanding between the City and the South Pasadena Police Officers' Association.

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

**PASSED, APPROVED AND ADOPTED ON** this 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk  
(seal)

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

**EXHIBIT A**

**CITY**  
*of*  
**SOUTH PASADENA**

**AND**

**POLICE OFFICERS' ASSOCIATION**  
**MEMORANDUM OF UNDERSTANDING**

**2022 - 2025**

**EFFECTIVE JULY 1, 2022 – JUNE 30, 2025**

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1. GENDER REFERENCES

As used in this Memorandum of Understanding (MOU), all references to gender, such as "he", "him", or "his," and references to "they", "them", and "theirs", shall apply equally to both sexes.

2. REPRESENTED CLASSIFICATIONS RECOGNIZED

Pursuant to the provisions of the Employee Relations Resolution of the City of South Pasadena, the City recognizes the South Pasadena Police Officers' Association as the exclusively recognized employee organization on behalf of full-time sworn and non-sworn employees occupying the job classifications of:

- Police Sergeant
- Police Corporal
- Police Officer
- Police Officer Recruit
- Police Assistant
- Senior Clerk
- Parking Control Officer
- Police Clerk II
- Police Clerk I

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

3(a) ASSOCIATION AND EMPLOYEE RIGHTS

The City and Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) governing meet and confer rights of employee organizations. Each party shall retain those rights respectively vested by local, state and federal law.

3(b) DUES AND BENEFITS DEDUCTION

1. The City shall, during the term of this MOU, deduct monies for membership dues and insurance premiums on a monthly basis from sworn employees and non-sworn employees who voluntarily authorize the deduction in writing. Membership dues will be deducted based on authorizations in writing retained by the Association. The Association



shall submit to the City a certified list of members and the amount to be deducted for each. The Association shall update that list after members are added or withdraw, or when the withholding amount changes, and submit the updated list to the City promptly. The City may request a copy of a member's signed authorization card when there is a dispute. If changes in deduction cannot be implemented within 30 days, the City shall notify the Association. The City shall remit the monies from authorized deductions monthly on a check made payable to the Association.

2. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of any action that shall be taken by the City for the purpose of complying with this section.

3(c) ASSOCIATION NEGOTIATING COMMITTEE

1. The Association may select three representatives to attend Meet and Confer sessions with management representatives during regular work hours without loss of compensation. At no time shall hours spent in Meet and Confer sessions be used in the computation of overtime and the time spent on meet and confer activities shall not be considered "hours worked" for purposes of overtime calculations.
2. The Association shall provide the Chief of Police (hereinafter abbreviated and referred to as "Chief") and the Human Resources Manager a written list of the employees who shall serve as the Association representatives for the purpose of Meet and Confer. Such list shall be provided at least two calendar weeks prior to the first meet and confer session whenever practical.
3. The Association Negotiating Committee (hereinafter referred to as "Committee") shall be permitted on-duty release time, not to exceed one hour per negotiating session, as approved by the Chief, for preparation. Prior to any release time being granted, the Committee shall give the Chief as much advance notice as possible as to the date, time, and duration of the requested release time. Release time for preparation may only be extended beyond limits with the approval of the Chief.
4. Subject to the limitations set forth in this MOU, on-duty members of the Association's Board of Directors shall be granted a release from their assigned duties to attend scheduled meetings of the Association after prior written request and if approved by police management.
5. Subject to the limitations set forth in this MOU, the President of the Association shall be granted a release from on-duty assignment up to 8

hours per calendar month to conduct Association business with the City. If such time is not utilized within a calendar month, it shall not be credited for utilization in succeeding months. The 8 hour per month limitation shall apply to all release time utilized by the Association President for any purpose, except time off for Meet and Confer sessions and approved preparation time for such sessions.

6. The City shall provide necessary release time to the Association for the purpose of planning approved employee recreational activities provided that such planning could not reasonably be done during off-duty hours. Prior approval of the Chief shall be required. Such time shall not be used when it interferes with the efficient operation of the division, and must be requested as far in advance as possible. It shall be the responsibility of the Association to maintain a complete and accurate record of time utilized hereunder and submit a copy thereof to the Chief on a monthly basis.

### 3(d) RELEASE TIME FOR GRIEVANCES

1. When an employee is selected to represent a grievant he shall be allowed time off from duty with the approval of the Chief to interview and represent the aggrieved employee during each stage of a grievance proceeding.
2. No more than one employee shall interview and represent an employee on any one grievance. Prior written notification must be given to police management by the designated representative regarding the approximate amount of time required to represent the aggrieved party. The grievance procedure shall be as provided in the City's Employee Relations Resolution.

### 3(e) ASSOCIATION OFFICE SPACE

1. The City agrees to provide meeting space, which is available and not needed for City functions and activities, for the use of the Association. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.
2. The Association therefore agrees that the City maintains the right of access without notice under emergency conditions and has the right to periodically inspect this space for maintenance of condition provided that a 24-hour prior notice is given to a member of the Board of Directors and the Association has the opportunity to have a representative in attendance during inspection.

4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

4(a) MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of South Pasadena, the City continues to reserve and retain solely and exclusively, all management rights and responsibilities set forth by law and those City rights set forth in the City's Employee Relations Resolution and including, but not limited to, the following rights:

1. To manage the Police Division (hereinafter called "Division") and determine policies and procedures and the right to manage the affairs of the Division.
2. To take into consideration the existence or nonexistence of facts that are the basis of the management decision in compliance with state law.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other government jurisdictions, and to expand or diminish police services.
4. To demote, direct, discharge, discipline, evaluate, hire, promote, recruit, reduce, reprimand, select, supervise, suspend, terminate, transfer, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Division and/or City Employee Relations Resolution rules and regulations.
5. To determine the extent, level, manner, means, nature, quality, quantity, standard, time and type of police services to be provided to the public and the right to establish and modify such standards.
6. To require the performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the Division because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
8. To determine and/or change the police equipment, facilities, methods, operations to be performed, organizational structure, and/or technology, and to allocate and assign work by which the City police operations are to be conducted.

9. To determine method of financing.
10. To determine, manage and plan the Division's budget, which includes, but is not limited to, the right to contract or subcontract any work or operations of the Division.
11. To determine the size, composition of the Division's work force, assign work to employees of the Division with requirements determined by the Division, and to establish and require compliance to work hours and changes to work hours, work schedules, including call-back, stand by, and overtime, and assignments, except as otherwise limited by this MOU.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to, quality and quantity, and require compliance therewith.
13. To determine abilities, job classifications, job specifications, knowledge, qualifications, selection procedures and standards, and skills, and to reallocate and reclassify employees in accordance with the City's Employee Relations Resolution rules and regulations.
14. To determine the issues of public policy and the overall goals and objectives of the Division and to take necessary action to achieve the goals and objectives of the Division.
15. To demote, hire, promote, reallocate, reduce in rank, terminate, transfer intra- or inter-division, and take other personnel action for non-disciplinary reasons in accordance with Division and/or City Employee Relations Resolution rules and regulations.
16. To establish, implement, and/or modify rules and regulations, policies, and procedures related to conduct, performance, productivity, safety and order, and to require compliance therewith.
17. To maintain order and efficiency in police facilities and operations.
18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in this MOU.
19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

4(b) IMPACT ON MANAGEMENT RIGHTS

Where required by state or federal law, the City agrees, prior to implementation, to Meet and Confer with the Association at its request, over the impact of the exercise of a management right upon the wages, hours, terms, and conditions of employment on Association Members.

5. COMPENSATION

5(a) SALARY SCHEDULE ADJUSTMENTS

Non-Sworn Employees:

1. Effective July 4, 2022, salaries for non-sworn classifications subject to this MOU are set forth in Appendix A, which represent a 4% increase from the July 2021 salary resolution.
2. Effective July 3, 2023, salaries for non-sworn classifications subject to this MOU will be as set forth in Appendix B, which represents a 3% increase over Appendix A; and
3. Effective July 3, 2023, salaries for non-sworn classifications subject to this MOU will be as set forth in Appendix C, which represents a 3% increase over Appendix B.

Sworn Employees (police sergeants, police corporal, police officer):

1. Effective July 4, 2022, salaries for sworn classifications subject to this MOU are set forth in Appendix A, which represent a 5% increase from the July 2021 salary resolution.
- 2.. Effective July 3, 2023, salaries for sworn classifications subject to this MOU will be as set forth in Appendix B, which represents a 5% increase over Appendix A; and
3. Effective July 3, 2023, salaries for sworn classifications subject to this MOU will be as set forth in Appendix C, which represents a 4% increase over Appendix B.

5(b) SALARY STEPS

- STEP 1: Shall be the entry level step for all employees in all classifications, except that when the education and previous training or experience of a proposed employee are substantially superior to those required of the classification, and justify a beginning salary in excess of such minimum compensation, upon recommendation of the department head, the City Manager may authorize an appointment to this position at any higher step.
- STEP 2: An employee shall receive this step after his satisfactory completion of 6 months service in Step 1 in the same classification and with the Chief's recommendation.
- STEP 3: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 2 in the same classification, and with the Chief's recommendation.
- STEP 4: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 3 in the same classification and with the Chief's recommendation.
- STEP 5: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 4 in the same classification and with the Chief's recommendation.

Steps on the salary scale shall be rounded to the nearest whole dollar per month.

5(c) ACTING APPOINTMENTS

Employees appointed to acting appointments, as provided below, shall be paid Acting Pay equal to the first step of the applicable range of salary of that acting classification and in no case less than 5% above the applicable base salary of the affected employee.

1. Acting appointments must be made in writing by the Chief of Police, with approval by the City Manager. An Employee Action Form will be prepared by the Police Department documenting the assignment change and effective date upon approval by the City Manager.
2. The work assigned must be that of a budgeted position and performed in the absence of the regular incumbent.
3. The work performed by the Association member on the acting appointment must be substantially the same as performed by the regular incumbent.
4. Unless otherwise permitted by the City's Municipal Code, Personnel Rules and/or PERS regulations, an acting appointment shall not be made

for less than thirty (3) consecutive calendar days not exceed a period of six (6) months or until the position is filled, whichever is longer.

The parties agree that to the extent permitted by law, the value of the compensation for Acting Appointment Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) – Premium Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Acting Appointment Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

5(d) OVERTIME

1. The City shall compensate employees working a schedule of five 8-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 8 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of four-10 hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 10 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of three 12-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 12 hours per shift and 160 hours per 28-day work period and for work on holidays (exclusive of holiday pay).

In determining the number of hours worked for overtime eligibility purposes, "hours worked" shall include use of earned and accrued vacation leave, compensatory time off, paid holiday leave, and where a paid holiday was utilized as an actual day off in lieu of working a scheduled shift on the holiday. Sick leave shall not count as "hours worked."

All overtime shall be paid at 1.5 times the employee's regular rate of pay as defined in the FLSA.

2. Subject to the limitations in Section 5(e)3 below, overtime compensation may be made either in the form of cash payment or in compensatory time off (hereinafter termed "CTO") at the option of the employee.
3. All employees shall be permitted to accumulate CTO to a maximum of 100 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 100 hours. To the extent permitted by law, the City shall retain the option of exercising its discretion to require employees to utilize already accumulated CTO hours.

CTO may only be accrued for overtime worked between January 1 through November 30 of each calendar year. CTO may not be cashed out at the employee's discretion and CTO accrued during a calendar year that is not used by November 30 of that calendar year, will be cashed out by the City with the last payroll of the calendar year. CTO balances as of December 31, 2018 will not be cashed out at the end of the year and shall remain available for employee use.

4. Special detail work, court time, court travel time to other than Pasadena or Alhambra courts to a maximum of 1 hour per round trip, and time spent in required training shall be considered time worked for the purpose of computing overtime.
5. Employees attending training sessions which will require the employee to work in excess of 40 hours per week, shall receive the excess of the 40 hours in hour-for-hour time off prior to or upon return from said training session, to the extent the time off can be taken within the same FLSA workweek for non-sworn employees or, for sworn employees, within the same 28 day work period adopted under Section 7(k) of the FLSA.
6. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: operational needs of the Department.
7. Daylight Savings Time: In the spring, employees will be paid only for hours worked on the transition day. The Chief may allow employees to work additional hours or to use CTO or vacation to make up the one hour of work lost. In the Fall, employees working during the transition will receive one hour of overtime pay if actual hours worked exceed twelve (12) hours on that shift.
8. The City has established an FLSA 7(k) overtime exemption for its sworn employees, setting the work period at twenty-eight (28) days. For non-sworn employees, the seven (7) day workweek shall apply. The workweek or work period for each employee will be noted in their personnel file.
9. The employee's regular rate of pay to be used for the calculation of overtime compensation shall be as required under the Fair Labor Standards Act and includes the following components, if applicable to the employee, in addition to base salary:



- a. Acting Assignment Pay
- b. Education Incentive Pay
- c. Specialty Assignment Pay
- d. Longevity Pay
- e. Medical Opt-out Pay
- f. Bilingual Pay

5(e) COURT TIME

Employees who are required to appear in court while off-duty shall be compensated at their applicable rate of pay for a minimum of 3 hours at overtime rate (time and one half). If an officer is required to provide telephone testimony, the City will pay 1 hour at the overtime rate (time and one half).

5(f) COURT TIME AND STAND-BY TIME

- 1. Employees shall be compensated for court standby time at their applicable rate of pay for 2 hours in the A.M. and 2 hours in the P.M. at overtime rate (time and one half).
- 2. Employees who are taken off standby by 1300 hours on the day of said standby, shall only be paid for A.M. standby of 2 hours at overtime rate (time and one half).
- 3. No court standby shall be paid to employees who are normally scheduled to work during such standby time.

5(g) RECALL

- 1. "Recall" work shall be compensated by payment at the rate of 1.5 times the applicable hourly rate of pay of the affected employee, or, at the determination of the employee, CTO of 1.5 hours per each hour worked as set forth in this article of this MOU, and subject to all other restrictions related to CTO accrual and usage.
- 2. Employees recalled to work shall be granted a minimum of 3 hours of recall overtime.

5(h) MOVIE DETAILS

Employees assigned to movie detail shall be paid \$95 per hour for details worked on or after July 4, 2022. All movie details worked are paid in cash and not eligible for CTO accrual. Employees on Labor Code section 4850 leave and/or on modified light duty may not work on movie details. The method for applying for movie detail assignments shall be governed by Appendix E. These movie detail assignments are voluntary and hours worked on this detail are not considered "hours worked" in determining eligibility for overtime.

5(i) HOURS OF WORK

1. The shift hours for employees classified as Police Clerk I, Police Clerk II, and Parking Control Officer shall be 8 hours of work, or if working a 4/10 schedule shall be for 10 hours, exclusive of a 30-minute lunch break.
2. The shift hours for employees classified as Police Assistant shall be 12 hours of work, inclusive of a 30-minute compensated lunch break.
3. The shift hours for employees classified as Police Officer, Police Corporal and Police Sergeant shall be 12 hours of work inclusive of a 45-minute compensated lunch break.

During said compensated meal period, affected unit members shall be subject to City-required restrictions upon geographic location for use of the Code 7, style of dress during said Code 7 and availability for service and to perform assigned duties.

4. The shift hours for employees classified as, Police Detective, Police Detective Corporal and Police Detective Sergeant, shall be 8, 10 or 12 hours of work, inclusive of the above 45-minute lunch break.
5. The Senior Police Clerk shall also be assigned to a ten (10) hour work day, but inclusive of a thirty (30) minute lunch break.
6. The shift hours for any employee alternatively assigned to a 3/12 shift shall be 12 hours of work, inclusive of a 30-minute lunch break or the above 45 minute lunch break applicable to sworn unit members.

5(j) Lump Sum Non-PERSable Payment

On or before July 30, 2022, City will provide a lump-sum non-PERSable payment of \$1,750 to active employees hired on or before June 30, 2022 who have passed an initial probationary period. Those employees hired on or before June 30, 2022 who have not yet passed their probationary period, will be paid the \$1,750 lump-sum non-PERSable payment upon an employee's successful completion of their probationary period. No lump sum payments will be paid after June 30, 2023.

6. RETIREMENT BENEFITS (SUBJECT TO AB 340 LANGUAGE BELOW)

6(a) PAYMENT OF EMPLOYEE CONTRIBUTION

1. Retirement benefits shall be provided by the City through the California Public Employees Retirement System (P.E.R.S.). Effective July 1, 1989, all eligible safety employees who are considered "classic" members (i.e., not "new" members) under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") will receive the P.E.R.S. 2%@50 ("CHP" retirement) and non-safety classic employees shall receive the 2% at 55 retirement formula.
2. Effective the first payroll period commencing on or after both July 1, 2013 and adoption by the City Council of any necessary CalPERS resolutions, classic safety and classic miscellaneous members shall pay 100% of the statutorily required employee contribution.
3. PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation.

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

Safety members who are "new members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e)) and miscellaneous "new members" on and after January 1, 2013 shall be enrolled in PEPRA provided for 2.0 @ 62 retirement formula (Government Code § 7522.20.)

All "new members" shall have their final compensation determined by reference to the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code § 7522.32(a).

6(b) OPTIONAL TRANSFER TO SALARY

The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

6(c) DEFERRED COMPENSATION

Effective in first full pay period in January 2023, or as soon thereafter as practicable, the City will institute a deferred compensation program to be consistent with the existing deferred compensation for managers. Effective in January 2023, or as soon thereafter as City can reasonably implement the program, the City will contribute One percent (1%) of employee's base salary to their deferred compensation plan.7. INSURANCE BENEFITS

7(a) INSURANCE BENEFITS ADMINISTRATIVE PROVISION

1. The City reserves the right to administer, change, fund or select any insurance benefit program involving insurance that now exists or may exist in the future.
2. In the administration of insurance benefit programs, the City shall have the right to select any carrier, self-insure, or other method of providing coverage for the benefits provided, as long as the benefits of the plan are substantially the same or equal.
3. The City shall Meet & Confer with the Association prior to any change of insurance carrier or method of funding coverage for any insurance benefits so listed in this Article, which will affect the level of benefits provided, or employee's contribution to premiums.
4. The City shall not pay for any costs of any insurance benefits provided in this MOU for any person who is absent on leave without pay for more than 50% of the workdays of a calendar month. The employee shall be notified and billed for the monthly premium by the City.

5. Where optional choice of insurance plans and/or insurance carrier is available to employee, change in insurance plans and/or insurance carriers may only be made during open enrollment periods established by the City. New hires shall be allowed to enroll at the time of their hiring.

7(b) MEDICAL INSURANCE

Effective, June 20, 2012, per Resolution No. 7226, the employer contribution to premiums of available health benefit plans shall be in the minimum amount mandated by Government Code section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present City-funded contribution of \$625.00 a month, shall be provided to unit members by means of An IRS approved cafeteria plan. It is the intent of the City that the medical premium contribution plan monies shall only be used to fund medical premiums and shall only be distributed in cash pursuant to the limited opt out provisions of 7(g) below, the CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S).

The City's monthly contributions to the medical premium contribution plan shall be as follows to the maximum stated, depending on the level of coverage selected and is inclusive of the City's contribution under Government Code section 22892:

Beginning July 1, 2020, the City's monthly contributions to the medical premium contribution plan shall be as follows, depending on the level of coverage selected, and is inclusive of the City's contribution under Government Code section 22892:

Employee only	\$625 (base) + \$200 = \$ 825
Employee + 1	\$1,025
Employee + family	\$1,200

Beginning January 1, 2023, the City's monthly contributions shall be as follows depending on the level of coverage selected, and is inclusive of the City's contribution under Government Code section 22892::

Employee only	\$625 (base) + \$200 = \$ 825
Employee + 1	\$1,300
Employee + family	\$1,500

Beginning January 1, 2024, the City's monthly contributions shall be as follows depending on the level of coverage selected, and is inclusive of the City's contribution under Government Code section 22892:

Employee only	\$ 200 = \$ 825
Employee + 1	\$1,560
Employee + family	\$1,860

For employee only coverage, the additional \$200 per month represents a maximum contribution made only if needed to pay for the employee's chosen medical insurance plan coverage. The amounts stated above are to cover plan premiums and may not be used as any form of cash in lieu..

7(c) DENTAL INSURANCE

1. Subject to a limitation of \$75.00 per month, the City shall contribute 100% of the monthly dental insurance premiums for all employees with Delta Dental service-12.
2. The City shall provide a City paid dependent dental coverage in a basic comprehensive plan, with more expensive plans available at added cost to the employee. The cost of the City paid plan shall not exceed \$75.00 per month for employee plus one or more dependents.
3. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost of a new carrier does not exceed the current \$75.00 per month cost.
4. The above dental insurance premium shall be paid by adding \$75.00 to the above medical premium contribution plan.

7(d) ACCIDENTAL DEATH AND INJURY POLICY

1. The City shall provide an Accidental Death and Injury Policy in the amount of \$50,000 for employees. Premiums shall be paid by the City. Additional coverage shall be made available from the City at the employee's expense.
2. Employees who elect coverage for their dependents shall pay for the additional cost for such coverage.

7(e) LIFE INSURANCE

The City shall supply a \$50,000 life insurance policy for all employees. Additional coverage shall be made available from the City at the employee's expense.

7(f) VISION CARE

The City shall contribute up to \$20.00 of the monthly premiums to a vision care plan that covers both employees and dependents. Said amount shall be paid by adding \$20.00 monthly to the above medical contribution plan.

7(g) CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S)

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out and provides the attestation described above, the employee shall receive cash in lieu of \$300 per month. Cancellation of the coverage becomes effective on the first day of any month after a 45 day written notice is received.

7(h) RETIRED EMPLOYEE'S MEDICAL COVERAGE

Present employees who became/become retirees prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and when

eligible for PERS and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible.

As regards unit employees hired on or after June 20, 2012, per Resolution No. 7226, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. As regard all unit employees employed by the City prior to June 20, 2012, per Resolution No. 7226, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

7(i) IRS 125 PLAN

Effective the first payroll period commencing on or after July 1, 2009, the City shall implement an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

8. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees represented by the Association:

- A. January 1 (New Year's Day)
- B. Third Monday of January (Martin Luther King Jr.'s Birthday)
- C. 3rd Monday of February (President's Day)
- D. Last Monday of May (Memorial Day)
- E. June 19 (Juneteenth)
- E. July 4th (Independence Day)
- F. 1st Monday of September (Labor Day)
- H. November 11<sup>th</sup> – Veteran's Day
- I. 4th Thursday of November (Thanksgiving Day)
- J. Friday following Thanksgiving Day
- K. December 25th (Christmas Day)
- L. Three "Floating Holidays"

Recognized and floating City holidays shall be earned in the number of hours represented by each affected employee's regular hours worked. Employees on a Labor Code 4850 leave shall not be paid overtime for holiday pay.

Only employees whose scheduled work shift starts on the day of the holiday shall be paid the holiday premium pay.



The parties agree that to the extent permitted by law, the value of the compensation for Holiday Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) – Holiday Premium Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Holiday Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

9. FLOATING HOLIDAYS

9(a) ACCRUAL RATES

1. Employees will be eligible for floating holidays after 6 months of service, and in accordance with the schedule set forth in Section 9(a)(2).
2. Floating holidays are earned as follows: Two between July 1st and December 31st; One between January 1st and June 30th.
3. For the purposes of employees working a 3/12 shift, each floating holiday is the equivalent of 12 hours.

9(b) MAXIMUM ACCUMULATIONS

Floating holidays are not cumulative, thus employees will be notified at least 30 days prior to any loss of a floating holiday(s).

9(c) USE OF FLOATING HOLIDAYS

1. Floating holidays must be taken within the fiscal year in which they are accrued.
2. Employees may select the days off they wish, upon approval of police management.

10. VACATION

10(a) ACCRUAL RATES

Each full-time employee as defined in this article shall earn vacation time yearly upon the completion of the required years of service as follows:

- A. 88 hours vacation after 1 years service.
- B. 96 hours vacation after 2 years service.
- C. 104 hours vacation after 3 years service.
- D. 112 hours vacation after 4 years service.
- E. 120 hours vacation after 5 years service.
- F. 128 hours vacation after 6-10 years service.
- G. 136 hours vacation after 11-15 years service.
- H. 152 hours vacation after 16-20 years service.
- I. 160 hours vacation after 21-24 years service.
- J. 200 hours vacation after 25 years of service.
- K. 208 hours vacation after 26 years of service.
- L. 216 hours vacation after 27 years of service.
- M. 224 hours vacation after 28 years of service
- N. 232 hours vacation after 29 years of service.
- O. 240 hours vacation after 30 or more years of service.

Vacation time shall be earned on a bi-weekly basis, and employees shall not be eligible to use vacation leave until completion of 6 months' service.

For employees hired on or after July 1, 2022, the City Manager shall credit an employee's previous safety officer experience to be counted towards an employee's total Years of Service calculation. In order to receive this adjustment, an employee must submit documentation in writing which shall be verified by the human resources department. This adjustment shall be effective on the date of City Manager approval.

Employees hired before July 1, 2022, may request prior safety officer experience to count towards an adjustment to the employee's accrual rate. In order to receive this adjustment, an employee must submit documentation in writing which shall be verified by the human resources department.,. This adjustment shall be effective on the date of City Manager approval.

#### 10(b) MAXIMUM ACCUMULATION AND VACATION BUYBACK

1. Employees shall not accumulate more than 2 years' worth of vacation. Except, however that the City Manager, at their sole discretion, and upon written request, may grant vacation hours to carryover, for extenuating circumstances up to an additional year of accumulation.
2. Concurrent with exercise by an affected employee of the sick leave incentive cash out provided for in Section 11(c) below, the affected employee has the option of electing to convert up to eighty (80) hours of vacation time to cash at the employee's then existing unadjusted base hourly rate. The exercise of this option shall result in the deduction of the

hours of vacation time bought back by the City from the employee's vacation accumulation.

3. Beginning in December, 2019 and each December thereafter, employees who wish to have the City buy back vacation hours in the next calendar year, shall make an irrevocable election and submit it to the City, in writing no later than December 31, as to the number of hours they will accrue the next calendar year that they elect for buy back. In order to elect buy back, the employees must have eighty (80) or more hours of vacation balance at the time of the irrevocable election. The City shall make a form available to employees to make the irrevocable election no later than December 15 of each year.
  - a. Employees who do not submit an irrevocable election form by December 31 will be deemed as foregoing participation in the optional annual vacation leave cash-out program for that following calendar year.
  - b. The payments shall be made via a separate check during the first or second payroll in December.
  - c. In the event an employee has less hours in their vacation bank eligible for cash out at the time the cash-out is to be paid than they had previously elected to cash out, then the employee shall only be paid up to the eligible amount remaining in their vacation bank at the time of their actual cash out.
  - d. Any cash-out of vacation leave shall not cause the employee's total amount of accumulated vacation in their vacation bank to fall below a forty (40) hour minimum balance.

#### 10(c) USE OF VACATION

Vacation may be taken in segments with the approval of police management.

#### 11. SICK LEAVE

##### 11(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. For the purposes of employees working a 3/12 shift, one sick leave day is equivalent to one 12-hour shift.

11(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

11(c) CONVERSION TO CALPERS SERVICE CREDITS

To the extent authorized by PEPRA and the Public Employees' Retirement Law, upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave, for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

11(d) USE OF SICK LEAVE

The number of sick leave hours that may be utilized for a missed day(s) of work shall be equivalent to the number of regularly scheduled hours for that missed day(s) of work.

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

**(1) Employee's own illnesses**, or for diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested, if the employee has been absent 3 or more workdays or used twenty-four (24) hours of sick leave, whichever is greater, that involves the illness of the employee or family member.

**(2) Employee's family member's illness**

The employee may use up to 48 hours of accrued but unused sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent;

parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

\* Employees who have just been hired are not eligible to use their accumulated sick leave until they have completed ninety (90) days of service with the City.

## 12. BEREAVEMENT LEAVE

### 12(a) ACCRUAL RATES

Employees shall receive three (3) shifts of paid Bereavement Leave each fiscal year after being employed by the City for six (6) consecutive months.

### 12(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one shift and may be used for the following:

#### 1) Death of a family member

Employees may use Bereavement Leave for the death of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

The City shall have the option to require reasonable certification of the adequacy of the employee's absence during the time for which Bereavement Leave was requested.

13. UNIFORMS AND SAFETY EQUIPMENT

13(a) UNIFORMS CLEANING AND REPLACEMENT ALLOWANCE

1. All Employees shall receive a uniform cleaning allowance of \$400.00 per year, which shall be prorated and paid in equal installments in each pay period and reported to CalPERS as required.
2. In addition to the allowance above, sworn employees shall receive from the City \$600.00 per year for the purchase of uniforms and equipment. Non-sworn employees shall receive from the City \$500.00 per year for the purchase of uniforms and equipment. These payments shall be prorated and paid in equal installments in each pay period. Effective July 4, 2022 (or first full pay period after Council ratification of this 2022-2025 MOU, whichever is later), sworn employees shall receive a uniform allowance of \$800 and non-sworn employees shall receive a uniform allowance of \$600.
3. The uniform cleaning and replacement allowance shall be reported to CalPERS for "classic" employees periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform and replacement allowances as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The uniform cleaning and replacement allowance is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f) and as pursuant to Title 2, CCR Sections 571 and 571.1

13(b) NEW HIRES

1. The City shall provide new Police Officer hires the needed uniform and equipment. The following items shall be provided:

UNIFORM

- A. Two (2) short sleeve shirts
- B. One (1) long sleeve shirt
- C. Two (2) pairs of pants
- D. One (1) cap
- E. One (1) nylon jacket
- F. One (1) trouser belt
- G. One (1) pair duty shoes or boots (Limit \$50.00 max. unless approved by the Department.)
- H. One (1) tie with tie bar
- I. Four (4) keeper straps

## SAFETY EQUIPMENT

- A. Service Weapon  
The duty weapon issued to police officers by the City shall become the property of the officer after the officer has served 10 consecutive years with the Division. If the officer resigned or retires in good standing with the Division, the officer may keep possession of the weapon.
  - B. Holster
  - C. Sam Brown belt
  - D. Handcuffs and case
  - E. Impact Weapon
  - F. Key ring with appropriate station and City keys
  - G. Approved duty ammunition and carrier
  - H. Fingerprint kit with all necessary items
  - I. Rain Outerwear
  - J. Flashlight (Streamlight SL20 or equivalent)
  - K. Threat Level III Ballistic Vest (or lower at employee's option).
  - L. And any other equipment as deemed appropriate by the Department.
- 2. Uniform and equipment items shall meet the specifications set forth in the South Pasadena Police Manual.
  - 3. Such safety equipment shall remain the property of the City and shall be repaired or replaced by the City when defective.
  - 4. Issued safety equipment shall be returned to the City upon termination of employment, with the exception of the Service Revolver as noted above.

## 14. OTHER BENEFITS

### 14(a) LONGEVITY PAY

- 1. The City shall increase the base salary of each employee by 2% for each 5 years of service to the City by such employee. As of January 1, 1996, the existing Longevity Pay Plan will be terminated for all members hired after January 1, 1996. Members on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions set forth in 15.1.1 Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.
- 2. Per City Council Res. No. 6371 dated 1/17/96 - 15.1.2 is deleted. Effective upon the approval of amendments by the City Council, the

accrual of additional time toward the earning of longevity credit will be frozen until June 30, 1995. Members currently earning longevity shall continue to receive longevity at their current level but shall not accrue additional time toward for longevity advancement. Members not currently receiving longevity shall not accrue time toward longevity nor shall they be eligible to be considered for longevity during the freeze period.

3. The parties agree that to the extent permitted by law, the value of the compensation for Longevity Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) – Incentive Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said longevity pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

#### 14(b) SHIFT DIFFERENTIAL

Employees assigned to work the night shift (currently termed 1800 hours to 0600 hours) shall receive a shift differential pay increase of 3% over their base pay during the term of such assignment.

The parties agree that to the extent permitted by law, the value of the compensation for Shift Differential Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Shift Differential Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Shift Differential Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

#### 14(c) BILINGUAL PAY

Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional one hundred and twenty five dollars (\$125).each month, for a total of \$1500 annually to be paid in equal installments per pay period. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.

The parties agree that to the extent permitted by law, the value of the compensation for Bilingual Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Bilingual Pay shall be reported to CalPERS periodically when



earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Bilingual Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

14(d) TUITION REIMBURSEMENT

There shall be no tuition reimbursement.

14(e) EDUCATIONAL INCENTIVE

Educational incentive pay shall be granted employees as follows:

1. 2.5% of the employee's applicable base salary shall be paid the employee above applicable base salary upon the completion of Intermediate P.O.S.T. Certificate, or;
2. 5% of the employee's applicable base salary shall be paid the employee above the applicable base salary upon the completion of Advanced P.O.S.T. Certificate.
3. The above rates shall not be compounded.
4. Personnel shall be compensated for their Intermediate and Advanced (P.O.S.T.) Certificate based on the submission date of the request and the date of eligibility. All personnel will be given a copy of their P.O.S.T. profile which will show their most current training points on file with P.O.S.T. after January 1<sup>st</sup> of each calendar year.
5. Employees that have received education incentive pay pursuant to previous agreements for job related coursework, associate and bachelor of arts degrees shall continue to receive this pay. Employees that did not qualify for such pay prior to February 3, 1999 shall not be entitled to this pay.
6. The parties agree that to the extent permitted by law, the value of the compensation for Educational Incentive Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Education Incentive Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Education Incentive Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

14(f) TRAINING INCENTIVE

1. Police Officers assigned to train a full-time police trainee shall receive an additional five (5) percent in compensation while so assigned. Further, in accordance with this Terms and Conditions document that the assigned Field Training Officer must possess a POST FTO Certificate.
2. Police Assistants assigned to train a new full-time Police Assistant shall receive an additional five (5) percent in compensation while so assigned.
3. The parties agree that to the extent permitted by law, the value of the compensation for Training Incentive Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Training Incentive Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Training Incentive Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

14(g) EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

15. SPECIALTY ASSIGNMENTS

All assignments to specialty positions shall be preceded by the assignee acknowledging in writing that the assignment is temporary and at the will of the Chief and that upon inevitable rotation out of the assignment, the employee shall forfeit any right to administratively or civilly contest the Chief's exercise of discretion. Specialty assignments shall consist of: support services sergeant, professional services sergeant,

detectives, crime analyst, school resource officer, professional standards, canine, training, and motorcycle.

Specialty assignments shall be of a limited duration, and an employee in such an assignment has no right to remain in that position. All specialty assignments shall be for a period of four (4) years, unless an employee voluntarily relinquishes the assignment, or the Chief determines it is in the best interest of the Department for the employee to be reassigned.

Within the final six (6) months of the four (4) year specialty assignment, the employee may request in writing, through channels to the Chief, for an extension of his/her specialty assignment. Request to extend a specialty assignment shall be for a term of one year and there shall be no limit on the number of extensions the employee may request. The decision to extend the specialty assignment lies solely with the Chief. A denial of a request to remain in a specialized assignment is not punitive and shall not be subject to appeal.

The following positions are specialty assignments:

- Support Services Sergeant
- Office of Professional Standards Sergeant
- Detective Personnel, including the Detective Sergeant, Crime Analyst/Crime Prevention Officer, and School Resource Officer
- Motorcycle Officer
- K9 Officer

#### 15(a) DETECTIVE INCENTIVE

The City shall increase the pay of each employee assigned to the Detective Bureau by 5% of their base pay for the duration of their assignment.

The parties agree that to the extent permitted by law, the value of the compensation for Detective Incentive Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Detective Incentive Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Detective Incentive Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

15(b) MOTORCYCLE DUTY INCENTIVE

The City shall increase the pay of each employee assigned to motorcycle duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide boots, glasses, gloves, a helmet, a jump suit, and two pairs of motor breeches (pants) as safety equipment. Employee(s) assigned to motorcycle duty are required to maintain the motorcycle in clean condition, keep the motorcycle in a covered facility, and otherwise maintain and reasonably safeguard the motorcycle. The officer assigned to motorcycle duty has “take home” privileges, so long as the motorcycle is not taken beyond a forty (40) mile radius from City Hall. The employee must have a motorcycle endorsement on his/her driver’s license.

The parties agree that to the extent permitted by law, the value of the compensation for Motorcycle Duty Incentive Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Motorcycle Duty Incentive Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Motorcycle Duty Incentive Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

15(c) K9 INCENTIVE

The City shall increase the pay of each employee assigned to K9 duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide a jump suit and a police vehicle specially outfitted for a K9 assignment. An employee assigned to K9 duty shall have “take home” privileges with the vehicle.

The parties agree that to the extent permitted by law, the value of the compensation for K9 Incentive Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. K9 Incentive Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said K9 Incentive Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

16. GENERAL PROVISIONS

16(a) PROVISIONS OF MOU

It is understood and agreed that there exists within the City, in written form, rules and regulations, including what are specifically described as City Personnel Rules and Regulations, Parts I and II. Except as specifically modified by the 2014-2017 MOU, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect. Before any new or subsequent amendments to these rules and regulations, which substantially affect wages, hours, and terms and conditions of employment are implemented, the City shall Meet and Confer with the Association regarding these changes. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the Association as required.

16(b) SEVERABILITY PROVISION

Should any part of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect for the duration of this MOU.

16(c) RENEGOTIATION

When the Association or the City desires to Meet and Confer in good faith on the provisions of a Successor to this MOU, it shall serve upon the other party not later than March 1st its written proposal for such Successor Agreements including salary and benefits proposals. Upon receipt of such written notice and proposals, Meet and Confer shall begin no later than April 1st.

16(d) GRIEVANCE PROCEDURE

The grievance procedure applicable to unit members shall be found in the Personnel Rules and Regulations, Part I, Rule 13.

17. ADDITIONAL PROVISIONS

17(a) PROBATIONARY PERIOD FOR NEW HIRES

Probationary Periods for New Hires: The Association agrees that the probationary period for new hires shall be 18 months, extendable by the Chief for six months upon good cause and written notice in advance of the expiration of the 18 month period to the employee. Probationary period for promotions shall be 12 months, extendable by the Chief for six months upon good cause and written notice in advance of the expiration of the 12 month period to the employee.

17(b) REOPENER

A. SALARY

This MOU shall be subject to a reopener at the direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2022-2023, 2023-2024, or 2024-2025 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during the period July 1 through December 31 compared to the July 1 through December 31 period of time in the previous fiscal year.
2. Five percent (5%) or greater reduction in general fund revenues during the period January 1 through June 30 compared to the January 1 through June 30 period of time in the previous fiscal year.

The decline in general fund revenues, if any, shall be measured by actual decline in revenues as determined by the City's Finance Department (not required to have ACFR) during the applicable period of time. (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction). The City shall provide its written analysis supporting the request for reopener to the Association at least fifteen (15) business days prior to the presentation of the Resolution to the City Council. The Association may submit a written response to the Finance Department's analysis which shall also be provided to the Council at the time the Resolution is presented for Council deliberation. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge. The Association agrees to meet and confer within fifteen calendar days, or as otherwise mutually agreed by the parties, of notice of the City Council's adoption of the Resolution.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2019-2022 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

B. PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS  
RESOLUTION/ORDINANCE

During the term of this MOU, the parties agree that City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

During the term of this MOU, the parties agree that City Manager may reopen the MOU in order to negotiate an Employer-Employee Relations Resolution or Ordinance, utilizing the meet and consult process.

C. HEALTH INSURANCE

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

17(c) Survey Cities

The City and the Association agree that for classification, compensation, and other related survey purposes, the following ten (10) cities shall serve as the comparative survey cities:

1. Alhambra
2. Arcadia
3. Azusa
4. Covina
5. Monrovia
6. Monterey Park
7. San Gabriel
8. San Marino
9. Santa Fe Springs
10. Whittier

These survey cities may change based on the mutual agreement of the parties.

17(d) Classification and Compensation Survey

The City commits to conducting a classification and compensation study to be completed by January 1, 2025. This classification and compensation study will guide the City to provide equity adjustments to bring classifications to within 5% of the average for their classification in July 2025. The parties agree to re-open on the results of the classification and compensation study during the term of this agreement. Any change(s) to compensation are subject to mutual agreement and are not subject to impasse resolution procedures.

17(e) Education Incentives

During FY 2023-2024, the City will evaluate its education incentives and tuition reimbursement programs to compare to comparison agencies.

18. RATIFICATION AND IMPLEMENTATION

The City and the POA acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022.

19. TERM

The term of this MOU shall be from July 1, 2022 through June 30, 2025.

**SOUTH PASADENA POLICE OFFICERS'  
ASSOCIATION**

**CITY OF SOUTH PASADENA**

\_\_\_\_\_  
Anthony Abdalla, President

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

\_\_\_\_\_  
Andrew Dubois, Vice President

\_\_\_\_\_  
Armine Chaparyan, City Manager



## APPENDIX A

### Police Officers' Association Monthly Salary Schedule

<b>Sworn</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Sergeant	\$8,836	\$9,278	\$9,742	\$10,229	\$10,740
Corporal	\$7,364	\$7,732	\$8,119	\$8,525	\$8,951
Police Officer	\$6,694	\$7,029	\$7,380	\$7,749	\$8,137

<b>Non-Sworn</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer Recruit	\$6,630	\$6,962	\$7,309	\$7,675	\$8,059
Police Assistant	\$4,642	\$4,873	\$5,117	\$5,373	\$5,642
Police Assistant II	\$5,105	\$5,360	\$5,628	\$5,910	\$6,206
Police Clerk I	\$3,279	\$3,443	\$3,615	\$3,796	\$3,986
Police Clerk II	\$3,778	\$3,967	\$4,165	\$4,373	\$4,592
Parking Control Officer	\$4,038	\$4,240	\$4,452	\$4,675	\$4,908
Senior Clerk	\$4,961	\$5,209	\$5,469	\$5,743	\$6,030

*Effective first full payroll period following July 1, 2022*

## APPENDIX B

### Police Officers' Association Monthly Salary Schedule

<b>Sworn</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Sergeant	\$9,278	\$9,742	\$10,229	\$10,740	\$11,277
Corporal	\$7,732	\$8,119	\$8,525	\$8,951	\$9,399
Police Officer	\$7,029	\$7,380	\$7,749	\$8,137	\$8,543

<b>Non-Sworn</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer Recruit	\$6,829	\$7,170	\$7,529	\$7,905	\$8,301
Police Assistant	\$4,781	\$5,020	\$5,271	\$5,535	\$5,812
Police Assistant II	\$5,259	\$5,521	\$5,798	\$6,087	\$6,392
Police Clerk I	\$3,377	\$3,546	\$3,724	\$3,910	\$4,105
Police Clerk II	\$3,891	\$4,086	\$4,290	\$4,505	\$4,730
Parking Control Officer	\$4,159	\$4,367	\$4,585	\$4,815	\$5,055
Senior Clerk	\$5,110	\$5,365	\$5,634	\$5,915	\$6,211

*Effective first full payroll period following July 1, 2023*

## APPENDIX C

### Police Officers' Association Monthly Salary Schedule

<b>Sworn</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Sergeant	\$9,649	\$10,131	\$10,638	\$11,170	\$11,728
Corporal	\$8,041	\$8,444	\$8,866	\$9,309	\$9,774
Police Officer	\$7,310	\$7,675	\$8,059	\$8,462	\$8,885

<b>Non-Sworn</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer Recruit	\$6,965	\$7,314	\$7,679	\$8,063	\$8,467
Police Assistant	\$4,877	\$5,121	\$5,377	\$5,646	\$5,928
Police Assistant II	\$5,364	\$5,632	\$5,913	\$6,209	\$6,520
Police Clerk I	\$3,445	\$3,617	\$3,798	\$3,988	\$4,187
Police Clerk II	\$3,969	\$4,168	\$4,376	\$4,595	\$4,825
Parking Control Officer	\$4,242	\$4,454	\$4,677	\$4,911	\$5,157
Senior Clerk	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335

*Effective first full payroll period following July 1, 2024*

## **ATTACHMENT 2**

Resolution Adopting an MOU between the City and the PSEA

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ADOPTING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH PASADENA AND  
THE SOUTH PASADENA PUBLIC SERVICE EMPLOYEES'  
ASSOCIATION, SUPERSEDING RESOLUTION NO. 7624**

**WHEREAS**, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

**WHEREAS**, in early 2022, the City initiated a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

**WHEREAS**, the City's negotiating team met and conferred with the South Pasadena Public Service Employees' Association (PSEA) representatives on numerous occasions to discuss terms and conditions of employment; and

**WHEREAS**, the City and the PSEA has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

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

**SECTION 1.** The Memorandum of Understanding between the City of South Pasadena and the South Pasadena Public Service Employees' Association, attached as Exhibit A, is approved and adopted by the City Council of the City of South Pasadena.

**SECTION 2.** The City Council declares that this resolution supersedes Resolution No. 7624, which represented the previous Memorandum of Understanding between the City and the South Pasadena Public Service Employees' Association.

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

**PASSED, APPROVED AND ADOPTED ON** this 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk  
(seal)

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk

**EXHIBIT A**

**CITY**  
*of*  
**SOUTH PASADENA**

**PUBLIC SERVICE EMPLOYEES' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**2022-2025**

**EFFECTIVE JULY 1, 2022 – JUNE 30, 2025**

**CITY OF SOUTH PASADENA  
PUBLIC SERVICE EMPLOYEES' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
2022-2025**

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1. RECOGNIZED REPRESENTATIVES, PARTIES, TERMS AND REOPENERS

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA PUBLIC SERVICE EMPLOYEES' ASSOCIATION (Association) as the exclusive representative for all employees identified in Section 2, "Represented Classifications"

1(b) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City", and the South Pasadena Public Service Employees' Association pursuant to Government Code Section 3500 et. seq.

1(c) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2022 and shall continue in full force until June 30, 2025.

1(d) REOPENERS

This MOU shall be subject to a reopener at the sole discretion of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2022-2023, 2023-2024 or 2024-2025 Fiscal Years:

- a. Five percent (5%) or greater reduction in general fund revenues during the period July 1 through December 31 compared to the July 1 through December period of time in the previous fiscal year;
- b. Five percent (5%) or greater reduction in general fund revenues during the period January 1 through June 30 compared to the January 1 through June 30 period of time in the previous fiscal year..

The decline in general fund revenues, if any, shall be measured by actual decline in revenues as determined by the City's Finance Department (not required to have ACFR) during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction).

A determination by the City Council to reopen negotiations under this Section a. shall not be subject to administrative challenge. The Association agrees to meet and confer within fifteen calendar days of notice of the City Council's adoption of the Resolution.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2022-2025 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

**PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS  
RESOLUTION/ORDINANCE REOPENER:**

During the term of this MOU, the parties agree that the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

During the term of this MOU, the parties agree that the City Manager may reopen the MOU in order to negotiate an Employer-Employee Relations Resolution or Ordinance, utilizing the meet and consult process.

**HEALTHCARE REOPENER**

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

2. REPRESENTED CLASSIFICATIONS

The City hereby confirms the South Pasadena Public Service Employees' Association as the representative of the employees in the classification listed below:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| Account Clerk                     | Maintenance Worker I              |
| Accountant                        | Maintenance Worker II             |
| Accounting Technician I           | Management Aide                   |
| Accounting Technician II          | Management Analyst                |
| Administrative Secretary          | Management Assistant              |
| Assistant Planner                 | Parks Supervisor                  |
| Associate Planner                 | Program Specialist                |
| Associate Civil Engineer          | Public Works Assistant            |
| Building Maintenance Worker       | Public Works Inspector            |
| Civil Engineering Assistant       | Senior Electrician                |
| Community Improvement Coordinator | Senior Maintenance Worker         |
| Community Services Coordinator    | Senior Management Analyst         |
| Deputy City Clerk                 | Senior Planner                    |
| Electrician                       | Senior Water Utility Worker       |
| Facilities Maintenance Supervisor | Senior Water Production/Treatment |

Film Liaison  
Grants Analyst  
Librarian  
Library Associate  
Library Clerk I  
Library Clerk II

Library Digital Services Manager  
Library Public Services Manager  
Library Support Services Manager  
Library Technical Assistant

Operator  
Street Supervisor  
Transportation Driver  
Water Operations Supervisor  
Water Conservation Analyst  
Water Production/Treatment Operator  
Water Utility Worker I  
Water Utility Worker II

3. GENERAL PROVISIONS

3(a) SEVERABILITY

If any Article or Section of this MOU, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this MOU shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

3(b) EFFECT

It is understood and agreed that this MOU shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this MOU shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises and representations made by either party; and both parties acknowledge that each has met and conferred in good faith herein.

4. ASSOCIATION RIGHTS

4(a) MONTHLY CHANGE OF STATUS RECORD

The City shall provide the Association with a monthly change of status record of those Association members who are terminated, on leave of absence, or temporarily disabled.

#### 4(b) STEWARDS TRAINING

The City shall provide up to a combined total of forty (40) hours for all stewards, subject to supervisory approval, of City time per year for Association Stewards to attend Association sponsored steward Training Programs.

#### 4(c) STEWARDS PROGRAM

1. List of Stewards - It is agreed by the parties to this Memorandum of Understanding that the recognized employee organization may select one Steward per work site or appoint the members of the Board of Directors as the Stewards for this unit. The recognized employee organization shall give the City's Human Resources Manager a written list of employees who have been selected as Stewards. This list shall be kept current by the recognized employee organization.
2. Stewards may spend a reasonable amount of time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and if so requested, appear with the grievant during all phases of the grievance process. This activity may be undertaken without reprisal, discrimination or intimidation.
3. Permission to Leave to Conduct Grievance Activities - Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the Steward will be immediately informed when the time will be made available. Stewards shall give their immediate supervisor reasonable advance notice of the need to take time away from their work for these activities, unless unable to do so because of exigent circumstances.
4. Upon entering a work location, the Steward shall inform the grievant's immediate supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the grievant unless the absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.

5. No Compensatory or Overtime Pay for Steward Functions - The recognized employee organization agrees that a Steward shall not log compensatory time or overtime pay for the time spent performing any function of a Steward and such time spent shall not constitute hours worked for purposes of calculating overtime.
6. Role of Steward - The role of the Steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communication between the recognized employee organization and the City.

#### 4(d) DEFINITION OF GRIEVANCE

1. A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding or any supplemental agreements. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.
2. A claim by any employee or a group of employees or by the recognized employee organization in his/her, their or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules, and regulations or then existing practice applicable to the public jurisdiction or its employees or the recognized employee organization.

#### 4(e) DUES AND BENEFITS DEDUCTIONS

1. New Employee Orientation. In accordance with AB 119, the City shall notify the Association President and Treasurer by email when a new employee is hired into the bargaining unit, including during new employee onboarding and when a new employee orientation occurs. The President or Treasurer will notify the City's Human Resources Department by email when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also provide the President and Treasurer with periodic lists of employees in the bargaining unit. The City shall also provide paid release time of one hour for one Association representative to meet with new employees for the purposes of discussing membership in the Association. This meeting shall take place at the end of the new employee orientation.
2. Dues Deductions. The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues

deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction. The Association shall update its certified list of members as new members are added or members withdraw, and submit that updated certified list to the City promptly. The City shall only request to see an actual authorization form if there is a dispute about it.

3. Indemnification. In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

## 5. MANAGEMENT RIGHTS

5(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, boards.
2. Set standards and levels of service.
3. Determine the procedures and standards of selection for employment and promotions.
4. Direct its employees.
5. Establish and enforce dress and grooming standards.
6. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
7. Maintain the efficiency of governmental operation.
8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
9. Determine methods of financing.
10. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used.
11. Determine and/or change the facilities, methods, technology means or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.



12. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operations of the City.
  13. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
  14. Establish and modify productivity and performance programs and standards.
  15. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law.
  16. Establish employee performance standards including but not limited to, quality and quantity standards, and to require compliance therewith.
  17. Take all necessary actions to carry out its mission in emergencies.
  18. Exercise complete control and discretion over its organization and the technology of performing its work.
- 5(b) The exercise by the City of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and this Memorandum of Understanding. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the Memorandum of Understanding or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impacts of the exercise and of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.
- 5(c) The following incorporates the side letters entered into by the City and Association, which are listed here for historical context and shall continue in effect during the term of this MOU:
1. For the 2012-2014 MOU, the side letter recognizes that the parties agree that the substance of the side letter executed by them on or about July 23,

2013 and ratified by the City Council by Resolution No. 7311 on August 14, 2013 is incorporated into the appropriate sections of this MOU where warranted. Changes set forth in the side letter included, but were not necessarily limited to:

The Management Generalist series of classifications, the first five of which are represented by PSEA (Management Aide, Management Assistant, Management Analyst, Water Conservation Analyst (equivalent to Management Analyst), Senior Management Analyst, and Principal Management Analyst).

City has the management right to promote any employee holding a PSEA-represented position to a position outside of the PSEA-represented bargaining unit within the Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.

City will not promote a PSEA-represented employee to any position within the Management Generalist series position without the employee's consent.

PSEA-represented employees who accept promotion to the unrepresented Principal Management Analyst classification position shall have no "right of return" to their PSEA-represented position. PSEA-represented employees who accept promotion to Management Assistant, Management Analyst or Senior Management Analyst will have those "bumping" rights as set forth in Rule 14 of the City's Personnel Rules and Regulations.

City will respect and honor the decision of any PSEA-represented employee who does not want to promote to any position within the Management Generalist Series.

PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to promote a PSEA-represented employee to any position within the Management Generalist series.

PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to appoint a PSEA-represented employee to any position within the Management Generalist series.

2. For the 2014-2017 MOU, the side letter recognizes that the parties agree that the substance of the side letter executed by them on or about September 7, 2016 and ratified by the City Council by Resolution No. 7479 on September 21, 2016 is incorporated into the appropriate sections of this MOU where warranted. Changes set forth in the side letter included, but were not necessarily limited to:

Revising the job description and salary schedule for the Program Specialist classification, reclassifying an existing Program Specialist position in the Recreation Division, and reclassifying a Program Specialist position in the Transit Division to the Management Aide classification;

Reorganization of the City's Transit Division to reflect the elimination of the Community Services Coordinator position from the Transit Division;

Revising the job description and salary schedule for the Community Services Coordinator classification and reclassification of existing Community Services Coordinator to new classification and salary schedule;

Revising the job description for the Transportation Driver classification;

Revising the job description for the Associate Planner and Senior Planner classifications and creation of a "Planner" classification series, consisting of the Assistant Planner, Associate Planner and Senior Planner classifications; and

Eliminating the Human Resources Technician classification and reclassifying it to the Management Assistant classification.

- 5(d) For the 2017-2019 MOU, in order to implement the changes approved by the South Pasadena Library Board of Trustees and City Council in the 2016 South Pasadena Public Library Operations Plan, the following changes and reclassifications set forth shall be agreed to for the term of the 2017-2019 MOU:

The parties agree that:

1. A new classification of Library Public Services and Support Services Manager shall be created;
2. The Senior Librarian classification shall be eliminated;
3. Two current employees in the Senior Librarian classification shall be reclassified as Library Public Services and Support Services Managers;
4. One vacant Senior Librarian position shall be reclassified to Library Digital Services Manager;
5. The Librarian classification job description shall be revised; and
6. A new classification of Library Associate shall be created.

- 5(e) Furthermore, also regarding the July 1, 2017-June 30, 2019 MOU, the parties agreed to the following:

The City may enter into a contract with HdL to perform business license and related functions for the City. The City may also abolish the Senior Account Clerk classification and layoff the current employees serving in that classification.

The City may enter into a contract with ADP to perform payroll and related functions for the City. The City may also abolish the Payroll Coordinator classification and layoff the current employee serving in that classification.

The following classifications were created:

Accounting Technician I,  
Accounting Technician II; and  
Accountant.

## 6. COMPENSATION

### 6(a) SALARY SCHEDULE AS OF JUNE 30, 2022

Salaries as of June 30, 2022 are stated in Appendix A titled “June 2022 PSEA FT Salary Schedule”

### 6(b) SALARY SCHEDULES

1. Effective July 4, 2022, the salaries shall be as stated in Appendix B, titled “July 2022 PSEA FT Salary Schedule” which reflect a 4% increase over Appendix A;
2. Effective July 3, 2023, the salaries shall be as stated in Appendix C, titled “July 2023 PSEA FT Salary Schedule”, which reflects a 3% increase over Appendix B; and
3. Effective July 1, 2024, the salaries shall be as stated in Appendix D, titled “July 2024 PSEA FT Salary Schedule”, which reflects a 2% increase over Appendix C.

### 6(c) ONE-TIME LUMP SUM

On or before July 30, 2022, the City will provide a lump-sum non-PERSable payment of \$1,500 to active employees hired on or before June 30, 2022 who have passed an initial probationary period. Those employees hired on or before June 30, 2022 who have not yet passed their probationary period, will be paid the \$1,500 lump-sum non-PERSable payment upon an employee’s successful completion of their probationary period. No lump sum payments will be paid after June 30, 2023.

## 7. HOURS

### 7(a) OVERTIME

1. The City shall compensate employees at the rate of time and one-half for all hours worked in excess of their daily shift; hours worked in excess of a regularly scheduled workweek; eighty hours in a pay period; and holidays (exclusive of holiday pay). However, the City shall not use these hours twice to calculate overtime.
2. Subject to limitations in Section 7(a)(3)(4) below, overtime compensation may be made either in the form of cash payment or in Compensatory Time Off (hereinafter termed "CTO") at the option of the employee between January 1, and November 30. During December, overtime worked will be paid as a cash payment with payroll.
3. All employees shall be permitted to accumulate CTO to a maximum of 100 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 100 hours. To the extent permitted by law, the City shall retain the option to exercising discretion to require employees to utilize already accumulated CTO hours.
4. The use of CTO is subject to approval by the Department Head and shall not cause projected additional overtime to be incurred by the Department. And approved CTO shall not be denied less than 72 hours prior to the effective use of CTO unless extraordinary circumstances occur as determined by the City Manager.
5. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: impact of the CTO use on overtime expenditures and on operational needs of the impacted City Department.
6. Beginning January 1, 2020, CTO may not be cashed out at the employee's discretion. Beginning January 1, 2020, any CTO accrued between January 1 through November 30, that was not used for time off, shall be paid in cash with payroll in December. CTO balances as of December 31, 2019 will not be cashed out and are available to be used as time off.

7(b) WORK SCHEDULES/CITY HALL/PUBLIC WORKS YARD

Employees working at City Hall and the Public Works Yard will work a 4/10 schedule, with Friday being the day off, to the extent possible, for all classifications.

7(c) DIFFERENTIAL PAY FOR SUNDAY HOURS

Any full-time permanent employee who is in the Public Service Employees' Association and is assigned to work a Sunday schedule shall receive time and one-half (1-1/2) for all Sunday hours worked.

7(d) EXTENDED OVERTIME PAY

Any employee who is required to work a shift of more than twelve (12) hours in a single shift shall receive double time for all hours beyond twelve (12) hours. A shift shall be defined as the first 24 hours following the employee's normal starting time.

7(e) WINTER HOLIDAY CLOSURE

City Hall shall close each year from December 25 to January 1. Each unit employee shall receive three additional days off with pay during that period, in addition to December 25 and January 1. If a recognized holiday (December 25 and/or January 1) falls on a Saturday, the employee shall receive the prior Friday as a day off with pay. If that Friday is the employee's regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months. If the recognized holiday (December 25 and/or January 1) falls on a Sunday, the employee shall receive the following Monday as a day off with pay. If that Monday is the employee's regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on the employee's regular day off, the employee will receive either: 1) in the case of a regularly scheduled Monday off, then Tuesday will be given off with pay; or 2) in the case of a regularly scheduled Friday off, then Thursday will be given off with pay.

Applicable to Public Works Water Division Operations Only: If any employee is required to work during the holiday closure, they will receive a floating holiday for each day they work. The floating holiday will be subject to the rules described in this subsection.

2022

Tuesday, December 27, 2022 through Thursday, December 29, 2022, will be the three additional days off for the Holiday Closure. Monday, December 26, 2022 and January 2, 2023, will count as regular Holidays, per section 10(a).

2023

Tuesday December 26, 2023 through Thursday, December 28, 2023, will be the three additional days off for the Holiday Closure. Monday, December 25, 2023 and January 1, 2024, are regular Holidays, per section 10(a).

2024

Thursday, December 26, 2024 through Tuesday, December 31, 2024, will be the will be the three additional days off for the Holiday Closure. Wednesday, December 25, 2024 and Wednesday, January 1, 2025, are regular Holidays, per section 10(a).

8. RETIREMENT (SUBJECT TO AB 340 LANGUAGE BELOW)

8(a) PARTICIPATION IN PERS

For “classic members”, (i.e., employees who are not “new members” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), the City agrees to participate in the California Public Employees’ Retirement System, 2%@55 plan and to provide a “single highest year” benefit (Section 20042 of the *Government Code*)

8(b) EMPLOYEE’S SHARE

Effective July 1, 2013, all classic members shall pay 100% of the statutorily required member contribution.

8(c) SICK LEAVE CONVERSION

The City has contracted for the benefit of sick leave conversion pursuant to Section 20965 of the California Government Code.

8(d) RETIRED EMPLOYEE’S MEDICAL COVERAGE

As regards unit employees hired on or after the date of City Council adoption of the 2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, the City contribution to an individual employee’s health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward as required by Section 22892. As regards all unit employees employed by the City prior to

City Council adoption of the 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

Effective July 1, 2020, the City shall modify its resolution filed with CalPERS to set the City's equal contribution for Association employees and annuitants at the minimum amount required under Government Code section 22892, which amount may be changed annually by CalPERS. For retirees who currently qualify as annuitants and currently participate in a CalPERS retiree medical plan, and for all employees hired on or before June 30, 2020 who later retire from the City and qualify as an annuitant and participate in a CalPERS retiree medical plan, the City will make the statutory minimum contribution directly to CalPERS. The City will make a separate contribution to a Health Reimbursement Account ("HRA") in the retiree's name for the difference between the Government Code section 22892 monthly minimum contribution for that year and \$625. However, the HRA contribution shall not be more than necessary to pay, in conjunction with the City's payment directly to CalPERS, the premium for the CalPERS health insurance plan selected by the retiree.

For employees hired on or after July 1, 2020, who retire from the City, qualify as an annuitant and choose to participate in a CalPERS health insurance plan as a retiree, the City shall make a contribution to CalPERS equal to the statutory minimum under Government Code section 22892 for that year. No HRA contribution will be made for these retirees.

8(e) PARTICIPATION IN IRS SECTION 414(H)(2)

The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

8(f) PEPRA

AB 340 (the California Public Employees' Pension Reform Act of 2013, ("PEPRA")) as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2014-17 MOU. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation predating.

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the



normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government code section 7522.30)

“New members” as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required retirement formula (2% @ 62) (Government Code section 7522.20(a). Final pensionable compensation (as defined for new members in Government Code section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months (Government Code section 7522.32(a)).

8(g) DEFERRED COMPENSATION

Effective in first full pay period in January 2023, or as soon thereafter as practicable, the City will institute a deferred compensation program to be consistent with the existing deferred compensation for managers. Effective in January 2023, or as soon thereafter as City can reasonably implement the program, the City will contribute One percent (1%) of employee’s base salary to their deferred compensation plan.

9. INSURANCE

9(a) MEDICAL INSURANCE

The employer contribution for available health benefit plans shall be the minimum amount mandated by Government Code section 22892 as it may from time to time change. The difference between the statutory minimum and the amounts set forth below, shall be provided to unit members by means of an IRS approved cafeteria plan, depending on the level of coverage selected.

Employee only	\$625
Employee + 1	\$1,025
Employee + family	\$ 1,200

Effective July 1, 2020, the City’s monthly contributions shall as follows:

Employee only	\$625 (base) + \$200 = \$825
Employee + 1	\$1,025
Employee + family	\$1,200

Effective January 1, 2023, the City's monthly contributions shall be as follows:

Employee only	$\$625 \text{ (base)} + \$200 = \$825$
Employee + 1	$\$1,025 + \$275 = \$1,300$
Employee + family	$\$1,200 + \$300 = \$1,500$

Effective January 1, 2024, the City's monthly contributions shall be as follows:

Employee only	$\$625 \text{ (base)} + \$200 = \$825$
Employee + 1	$\$1,300 + \$260 = \$1,560$
Employee + family	$\$1,500 + \$360 = \$1,860$

For employee only coverage, the additional \$200 per month represents an additional contribution made only if needed to pay for the employee's chosen medical insurance plan coverage.

The amounts stated above are to cover plan premiums, and may not be used as any form of cash in lieu.

#### 9(b) OPT OUT PROVISION

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out of the coverage, and complies with the opt out provisions outlined above, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received.

9(c) DENTAL COVERAGE

The City agrees to provide \$75.00 per month for employee and dependent dental coverage. The dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(d) VISION CARE

The City agrees to provide up to \$20.00 toward the monthly premiums to a vision care plan, which covers both employees and their dependents. The vision fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(e) LIFE INSURANCE

The City agrees to provide each employee with a \$50,000 life insurance/Accidental Death & Dismemberment policy.

9(f) LONG TERM DISABILITY BENEFITS

1. The City will contribute 100% of the full cost of a Long Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.
2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.
3. Insurance Pay While on LTD - Once an employee has exhausted all other recognized forms of leave and has been placed on long-term disability, the City will continue to make the contributions toward insurance as set forth under Section 9(a) above during the City recognized period of Long Term Disability. In the event that the City Manager grants an extension of benefits, the City will continue to pay all insurance premiums as set forth under Section 9(a) above during the approved extension.
4. Benefits Effective Date - it is agreed that Benefits Effective Date - It is agreed that long term disability insurance benefits shall become effective after thirty (30) calendar days from the date of injury or illness. The City agrees to establish a Dispute Resolution Procedure to resolve any conflicts

that may arise between the City and disabled employees. This procedure will most likely be medical arbitration. The Resolution procedure will be provided at no cost to the employee.

9(g) IRS 125 PLAN

The City has implemented an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

10. HOLIDAYS

10(a) RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees (including permanent part-time employees):

1. January 1 .....New Year's Day
2. 3<sup>rd</sup> Monday in January .....Martin Luther King, Jr. Birthday
3. 3<sup>rd</sup> Monday in February .....President's Day
4. Last Monday in May .....Memorial Day
5. June 19 ..... Juneteenth
6. July 4 .....Independence Day
7. 1<sup>st</sup> Monday in September .....Labor Day
8. November 11 .....Veteran's Day
9. 4<sup>th</sup> Thursday in November .....Thanksgiving Day
10. Friday after Thanksgiving.....Substitute for Admission's Day
11. December 25 .....Christmas Day

Employees shall be compensated for recognized holidays based on the number of hours they were scheduled to work on that day.

10(b) FALLING ON SCHEDULED SHIFTS OFF

1. Holidays Falling on Scheduled Shifts Off - If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on Sunday, the following Monday shall be deemed to be the holiday and City Hall will be closed. When a holiday falls on an employee's Friday off, employees scheduled off that Friday shall have the previous day off. With respect to the Friday after Thanksgiving, those employees whose regularly scheduled day off falls on Friday shall have the Wednesday before Thanksgiving as a paid holiday, and City Hall will be closed.
2. Due to the library's seven day per week schedule, if a holiday falls on a Saturday, the library will be closed to the public both Friday and Saturday. When a holiday falls on a Sunday, the library will be closed to the public

both Sunday and Monday. In both cases, library staff will work the same number of hours as all other City staff during the week in which the holiday occurs.

3. During the winter holiday closure, the procedure set forth in Section 7(e) of this MOU shall apply.

#### 10(c) EXCEPTIONS

1. Regularly Scheduled Employees: Any employee whose regular schedule requires him/her to work on a holiday shall be given compensatory time-off for such work or paid the straight time daily equivalent to his/her salary at the discretion of the department head.
2. Holiday Pay - Any employee required to work a fixed holiday shall receive pay equivalent to double time and one-half for all holiday hours worked.

### 11. FLOATING HOLIDAYS

#### 11(a) ACCRUAL RATES

Employees working a 9/80 schedule shall receive 27 floating holiday hours per fiscal year. Employees working a 5-day work week shall receive 33 floating holiday hours per fiscal year.

Employees working a 4/10 schedule shall receive 30 floating holiday hours.

#### 11(b) MAXIMUM ACCUMULATION

Floating holidays are non-compensable and must be used within the fiscal year.

12. VACATION

12(a) ACCRUAL RATES

Employees shall accrue vacation as follows:

YEARS OF SERVICE (COMPLETED)	HOURS PER YEAR
1 .....	88
2.....	96
3.....	104
4.....	112
5.....	120
6-10 .....	128
11-15 .....	136
16-20 .....	152
21-24 .....	160
25.....	200
Each Year Thereafter .....	Add'l 8 Hrs per Year

12(b) MAXIMUM ACCUMULATION

Employees shall not accumulate more than 2 years' worth of vacation. The two-year total is based on the current bi-weekly accrual rate, times 52 payrolls. A freeze on vacation accrual will be implemented when an employee reaches the 2-year maximum limit. In such case, vacation shall not be earned or accrued.

Upon written request, the City Manager may grant vacation hours to carryover for extenuating circumstances up to an additional year of accumulation.

12(c) USE OF VACATION

The City shall allow employees to use vacation time in increments of no less than one half shift subject to supervisory approval.

12(d) BUY BACK

The City agrees to annually purchase, at the member's option, eighty (80) hours of vacation time at base salary.

Beginning in December 2019, and each December thereafter, employees who wish to have the City buy back vacation hours in the next calendar year, shall make an irrevocable election and submit it to the City, in writing in December, as to the number of hours they will accrue the next calendar year that they elect for buy back. In order to elect buy back, the employees must have eighty (80) or more hours of vacation balance at the time of the irrevocable election. The City

shall make a form available to employees to make the irrevocable election. Beginning December 2020, cashed out hours will be paid in December of each year.

### 13. SICK LEAVE

#### 13(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay. Employees will continue to accrue sick leave while on paid sick leave.

#### 13(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

#### 13(c) CONVERSION TO CALPERS SERVICE CREDIT

Upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

#### 13(d) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave, but the City will not permit sick leave use to exceed 440 hours per fiscal year unless approved by the City Manager at his/her discretion. Accumulated sick leave may be used for the following:

- (1) **Employee's own illness, or for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee.**

(2) **Employee's family member's illness**

The employee may use up to 48 hours of accrued but unused sick leave per year for the following purposes:

- For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.
- For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

13(f) VERIFICATION OF SICK LEAVE

In addition, the City may require written verification or medical documentation of the reason for the employee's use of sick leave when:

- (1) The employee request approval for the use of four (4) hours or more sick leave for a single doctor's appointment.
- (2) The employee has a history or pattern of misuse or overuse of sick leave. Examples of such misuse or overuse include but are not limited to:
  - Use of sick leave on a Monday, Friday, or in conjunction with Sundays, holidays, floating holidays, flex days, and vacations.
  - Frequent late arrival to or early departure from work for medical or dental appointments.
  - Frequent medical or dental appointments.
- (3) The employee has been absent three (3) or more workdays or used twenty-four (24) hours of sick leave, whichever is greater, that involves the illness of the employee or family member in a calendar year:

13(g) USE OF SICK LEAVE BY PROBATIONARY EMPLOYEE

A probationary employee shall be authorized to utilize up to, but not exceeding, 50% of sick leave earned and accrued during the first ninety (90) days of employment, but after that time, may use sick leave during the remainder of the probationary period in the same manner as non-probationary employees . Such



use shall be subject to all rules and regulations governing the use of sick leave. However, probationary employees shall not be allowed to participate in the above SICK LEAVE INCENTIVE. This section does not apply to promotional probationary employees, who may use sick leave in the same manner as non-probationary employees.

#### 14. BEREAVMENT LEAVE

##### 14(a) USAGE

Employees shall receive three (3) days of paid Bereavement Leave each fiscal year.

##### 14(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one day and may be used for the following:

##### **Death of a Family Member**

Employees may use Bereavement Leave for the preparation and/or attendance of services of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

#### 15 EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

## 16. WORKING CONDITIONS

### 16(a) UNIFORMS

1. It is agreed that the City shall provide 5 work shirts, 5 cotton t-shirts and 5 pairs of pants for all Field Service employees. Uniforms will be replaced as deemed necessary by the Public Works Superintendent.
2. The City shall reimburse all Field Service employees up to \$250 for the purchase of steel toe safety boots/shoes each year. In the event the employee's boots/shoes are damaged on the job and deemed unsafe (as opposed to normal wear and tear), the City will replace the boots/shoes for the employee even if the \$250 maximum has been reached.
  - 2(a) Probationary employees shall receive reimbursement for 1 pair of boots up to a maximum of \$250 at the start of employment.
  - 2(b) Permanent employees shall receive reimbursement for up to two pairs of boots up to a maximum of \$250 at the start of the fiscal year.
3. Authorization and reimbursement:
  - 3(a) City-designated vendor: Employee must first receive authorization from the Public Works Superintendent prior to purchase from a city-designated vendor. City may provide a voucher for this purpose.
  - 3(b) Vendor of employee's choice: Employee must provide proof of purchase or receipt to Public Works Superintendent for reimbursement.

### 16(b) TURN-AROUND TIME / STANDBY TIME

1. When possible, management will attempt to provide all employees with at least eight hours between shifts.
2. In emergency situations, employees whose normal starting time would require them to return to work before eight hours have elapsed shall have the option, subject to management's prior approval, of reporting to work after said eight-hour period has elapsed, while being paid straight time from the time they would normally have reported to work.
3. If management directs the employee or if the employee elects, with prior management approval, to report to work before that eight-hour period has elapsed, then the employee shall be paid double time from the time that

they report to work until the time that the eight hour period would have elapsed. The employee will then be paid straight time for the remaining hours of their normal work shift.

4. Employees required to be on stand-by call during off-duty period, including holidays, and weekend periods, shall be compensated as follows:
  - a. Employees shall be compensated a daily stipend of \$ 20.00 per day for stand-by time
  - b. When the employee must report back to work, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of three hours of compensation.
  - c. When it is feasible for the employee to respond to an emergency from home, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of one hour of compensation.
  - d. Stand-by time is only for the time there are no other city workers schedule to work within a particular division. An employee is not entitled to stand-by time on his/her Fridays off when working a 9/80 schedule and other city employees are working an eight (8) hour day.

#### 16(c) PERFORMANCE EVALUATION-BASED MERIT STEP INCREASES

Where a merit step increase is contingent upon provision of an annual (or other) performance evaluation report which justifies a new step increase, and where such report is completed, but not on a timely basis, the merit step increase shall be implemented retroactive to the payroll period where the increase would have been implemented, had the evaluation been done timely.

### 17. OTHER BENEFITS

#### 17(a) LONGEVITY

1. 2% Every 5 Years: It is agreed that effective July 1, 1994, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year interval of service.
2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired on or after January 1, 1996. Employees

on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provision of "A" 2% Every 5 Years. Once an employee has earned the additional 4% the Longevity Pay Program shall be permanently frozen.

#### 17(b) BILINGUAL PAY

1. Pay: Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis shall receive an additional one hundred and twenty five dollars (\$125) in compensation each month, for a total of \$1500 annually to be paid in equal installments per pay period. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.
2. Total Number of Employees: The City Manager's Office may permit up to twelve (12) bilingual (Spanish or Chinese) slots to be filled by department discretion.
3. Sign Language: One additional employee, over and above the Total Number of Employees as defined above, who can communicate conversationally with sign language on a regular or recurring basis, shall be eligible to receive bilingual pay benefit. Prior to receiving such additional compensation, employees will be required to demonstrate proficiency as established by the standards of American Sign Language (ASL) or English Sign Language (ESL).

#### 17(c) EDUCATIONAL REIMBURSEMENT

There shall be no tuition reimbursement.

#### 17(d) INCENTIVE PAY

The City encourages all the water utility operations and sewage collection/treatment employees to obtain state and federal certifications to deliver quality services to City residents. All employees obtaining higher certifications other than what is the minimum required for their job classifications shall be compensated two and a half (2.5%) percent of their base monthly salary for each additional certification, up to maximum of five (5%) percent of their base salary for more than one additional certification. All the additional water certifications shall be issued by California State Water Resources Control Board (SWRCB), previously administered by California Department of Public Health Services (CDPHS), American Water Works Association (AWWA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification. All the wastewater collection and treatment certifications shall be issued by California State Water Resources Control Board (CSWRCB), California

Water Environmental Association (CWEA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification.

17(e) W-4 FORMS

Employees may change their W-4 form.

18. LAYOFF AND REHIRE PROCEDURES

18(a) LAYOFF PROCEDURES

Layoffs shall occur according to Rule 14.2 of the City's Personnel Rules and Regulations.

18(b) REHIRE PROCEDURES

The names of permanent employees who have been laid off due to reduction in work force shall be placed on an appropriate layoff re-employment list according to the date of separation and shall be eligible for re-employment. Such re-employment shall comply with the following guidelines:

- The last employee laid off will be the first employee on the list with the other eligible employees following in sequential order thereafter.
- Said list shall be continued for one (1) year after the date of layoff.

19. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**SOUTH PASADENA PUBLIC SERVICE  
EMPLOYEES' ASSOCIATION**

**CITY OF SOUTH PASADENA**

\_\_\_\_\_  
Stephanie Pinto, President

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

\_\_\_\_\_  
Olivia Radbill, Vice President

\_\_\_\_\_  
Armine Chaparyan, City Manager

**APPENDIX A (Current)**  
**Public Service Employees' Association Monthly Salary Schedule**  
*Effective July 1, 2021*

	A	B	C	D	E
Account Clerk	\$ 3,559	\$ 3,737	\$ 3,924	\$ 4,120	\$ 4,326
Accountant	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Accounting Technician I	\$ 4,023	\$ 4,224	\$ 4,436	\$ 4,657	\$ 4,890
Accounting Technician II	\$ 4,467	\$ 4,691	\$ 4,925	\$ 5,172	\$ 5,430
Administrative Secretary	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Assistant Planner	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Associate Civil Engineer	\$ 6,691	\$ 7,025	\$ 7,377	\$ 7,746	\$ 8,133
Associate Planner	\$ 5,945	\$ 6,242	\$ 6,555	\$ 6,882	\$ 7,226
Building Maintenance Worker	\$ 4,551	\$ 4,778	\$ 5,017	\$ 5,268	\$ 5,531
Civil Engineering Assistant	\$ 5,659	\$ 5,942	\$ 6,239	\$ 6,551	\$ 6,878
Community Improvement Coordinator	\$ 4,658	\$ 4,891	\$ 5,135	\$ 5,392	\$ 5,662
Community Services Coordinator	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Deputy City Clerk	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Electrician	\$ 5,024	\$ 5,275	\$ 5,539	\$ 5,815	\$ 6,106
Facilities Maintenance Supervisor	\$ 6,136	\$ 6,443	\$ 6,765	\$ 7,103	\$ 7,459
Film Liaison	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Grants Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Librarian	\$ 5,299	\$ 5,564	\$ 5,842	\$ 6,134	\$ 6,441
Library Associate	\$ 4,230	\$ 4,442	\$ 4,664	\$ 4,897	\$ 5,142
Library Clerk I	\$ 3,116	\$ 3,272	\$ 3,436	\$ 3,607	\$ 3,788
Library Clerk II	\$ 3,610	\$ 3,790	\$ 3,980	\$ 4,179	\$ 4,387
Library Digital Services Manager	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Library Public Services Manager	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,612	\$ 7,992
Library Support Services Manager	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,612	\$ 7,992
Library Technical Assistant	\$ 4,317	\$ 4,532	\$ 4,759	\$ 4,997	\$ 5,247
Maintenance Worker I	\$ 3,651	\$ 3,834	\$ 4,025	\$ 4,227	\$ 4,438
Maintenance Worker II	\$ 3,976	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833
Management Aide	\$ 4,348	\$ 4,565	\$ 4,793	\$ 5,033	\$ 5,285
Management Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Management Assistant	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Parks Supervisor	\$ 5,775	\$ 6,064	\$ 6,367	\$ 6,685	\$ 7,020
Program Specialist	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Public Works Assistant	\$ 5,581	\$ 5,860	\$ 6,153	\$ 6,460	\$ 6,783
Public Works Inspector	\$ 5,520	\$ 5,796	\$ 6,086	\$ 6,390	\$ 6,710
Senior Electrician	\$ 5,375	\$ 5,644	\$ 5,926	\$ 6,223	\$ 6,534
Senior Maintenance Worker	\$ 4,738	\$ 4,975	\$ 5,224	\$ 5,485	\$ 5,759
Senior Management Analyst	\$ 6,503	\$ 6,828	\$ 7,169	\$ 7,527	\$ 7,904
Senior Planner	\$ 6,919	\$ 7,264	\$ 7,628	\$ 8,009	\$ 8,410
Senior Water Production/Treatment Operator	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561	\$ 5,839
Senior Water Utility Worker	\$ 4,744	\$ 4,982	\$ 5,231	\$ 5,492	\$ 5,767
Street Supervisor	\$ 5,837	\$ 6,129	\$ 6,436	\$ 6,757	\$ 7,095
Transportation Driver	\$ 3,303	\$ 3,468	\$ 3,642	\$ 3,824	\$ 4,015
Water Conservation Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Water Operations Supervisor	\$ 6,613	\$ 6,943	\$ 7,291	\$ 7,655	\$ 8,038
Water Production/Treatment Operator	\$ 4,416	\$ 4,637	\$ 4,868	\$ 5,112	\$ 5,367
Water Utility Worker I	\$ 3,862	\$ 4,055	\$ 4,258	\$ 4,471	\$ 4,694
Water Utility Worker II	\$ 4,277	\$ 4,491	\$ 4,716	\$ 4,951	\$ 5,199

**APPENDIX B (4%)**

**Public Service Employees' Association Monthly Salary Schedule**  
*Effective first full payroll period following July 1, 2022*

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk	\$ 3,701	\$ 3,886	\$ 4,081	\$ 4,285	\$ 4,499
Accountant	\$ 5,575	\$ 5,854	\$ 6,147	\$ 6,454	\$ 6,777
Accounting Technician I	\$ 4,184	\$ 4,393	\$ 4,613	\$ 4,843	\$ 5,086
Accounting Technician II	\$ 4,646	\$ 4,878	\$ 5,122	\$ 5,378	\$ 5,647
Administrative Secretary	\$ 4,522	\$ 4,748	\$ 4,985	\$ 5,235	\$ 5,496
Assistant Planner	\$ 5,575	\$ 5,854	\$ 6,147	\$ 6,454	\$ 6,777
Associate Civil Engineer	\$ 6,959	\$ 7,307	\$ 7,672	\$ 8,055	\$ 8,458
Associate Planner	\$ 6,183	\$ 6,492	\$ 6,817	\$ 7,157	\$ 7,515
Building Maintenance Worker	\$ 4,733	\$ 4,970	\$ 5,218	\$ 5,479	\$ 5,753
Civil Engineering Assistant	\$ 5,885	\$ 6,180	\$ 6,489	\$ 6,813	\$ 7,154
Community Improvement Coordinator	\$ 4,844	\$ 5,087	\$ 5,341	\$ 5,608	\$ 5,888
Community Services Coordinator	\$ 4,961	\$ 5,209	\$ 5,469	\$ 5,743	\$ 6,030
Deputy City Clerk	\$ 5,575	\$ 5,854	\$ 6,147	\$ 6,454	\$ 6,777
Electrician	\$ 5,225	\$ 5,486	\$ 5,761	\$ 6,049	\$ 6,351
Facility Maintenance Super	\$ 6,381	\$ 6,701	\$ 7,036	\$ 7,387	\$ 7,757
Film Liaison	\$ 4,961	\$ 5,209	\$ 5,469	\$ 5,743	\$ 6,030
Grants Analyst	\$ 5,849	\$ 6,141	\$ 6,448	\$ 6,771	\$ 7,109
Librarian	\$ 5,511	\$ 5,787	\$ 6,076	\$ 6,380	\$ 6,699
Library Associate	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,347
Library Clerk I	\$ 3,241	\$ 3,403	\$ 3,573	\$ 3,751	\$ 3,939
Library Clerk II	\$ 3,754	\$ 3,942	\$ 4,139	\$ 4,346	\$ 4,563
Library Digital Services Manager	\$ 5,575	\$ 5,854	\$ 6,147	\$ 6,454	\$ 6,777
Library Public Services Manager	\$ 6,838	\$ 7,180	\$ 7,539	\$ 7,916	\$ 8,312
Library Support Services Manager	\$ 6,838	\$ 7,180	\$ 7,539	\$ 7,916	\$ 8,312
Library Technical Assistant	\$ 4,490	\$ 4,714	\$ 4,950	\$ 5,197	\$ 5,457
Maintenance Worker I	\$ 3,797	\$ 3,987	\$ 4,186	\$ 4,396	\$ 4,615
Maintenance Worker II	\$ 4,135	\$ 4,342	\$ 4,559	\$ 4,787	\$ 5,026
Maintenance Aide	\$ 4,522	\$ 4,748	\$ 4,985	\$ 5,235	\$ 5,496
Management Analyst	\$ 5,849	\$ 6,141	\$ 6,448	\$ 6,771	\$ 7,109
Management Assistant	\$ 4,961	\$ 5,209	\$ 5,469	\$ 5,743	\$ 6,030
Parks Supervisor	\$ 6,006	\$ 6,306	\$ 6,622	\$ 6,953	\$ 7,300
Program Specialist	\$ 4,522	\$ 4,748	\$ 4,985	\$ 5,235	\$ 5,496
Public Works Assistant	\$ 5,804	\$ 6,094	\$ 6,399	\$ 6,719	\$ 7,055
Public Works Inspector	\$ 5,741	\$ 6,028	\$ 6,329	\$ 6,646	\$ 6,978
Senior Electrician	\$ 5,590	\$ 5,870	\$ 6,163	\$ 6,471	\$ 6,795
Senior Maintenance Worker	\$ 4,928	\$ 5,174	\$ 5,433	\$ 5,704	\$ 5,989
Senior Management Analyst	\$ 6,763	\$ 7,101	\$ 7,456	\$ 7,829	\$ 8,221
Senior Planner	\$ 7,196	\$ 7,556	\$ 7,933	\$ 8,330	\$ 8,746
Senior Water Production/Treatment Operator	\$ 4,996	\$ 5,246	\$ 5,508	\$ 5,784	\$ 6,073
Senior Water Utility Worker	\$ 4,934	\$ 5,180	\$ 5,439	\$ 5,711	\$ 5,997
Street Supervisor	\$ 6,070	\$ 6,374	\$ 6,693	\$ 7,027	\$ 7,379
Transportation Driver	\$ 3,435	\$ 3,607	\$ 3,787	\$ 3,977	\$ 4,175
Water Conservation Analyst	\$ 5,849	\$ 6,141	\$ 6,448	\$ 6,771	\$ 7,109
Water Operations Supervisor	\$ 6,878	\$ 7,221	\$ 7,582	\$ 7,962	\$ 8,360
Water Production/Treatment Operator	\$ 4,593	\$ 4,822	\$ 5,063	\$ 5,317	\$ 5,582
Water Utility Worker I	\$ 4,016	\$ 4,217	\$ 4,428	\$ 4,650	\$ 4,882
Water Utility Worker II	\$ 4,448	\$ 4,670	\$ 4,904	\$ 5,149	\$ 5,407

## APPENDIX C (3%)

### Public Service Employees' Association Monthly Salary Schedule Effective first full payroll period following July 1, 2023

	A	B	C	D	E
Account Clerk	\$3,812	\$4,003	\$4,203	\$4,413	\$4,634
Accountant	\$5,743	\$6,030	\$6,331	\$6,648	\$6,980
Accounting Technician I	\$4,309	\$4,525	\$4,751	\$4,989	\$5,238
Accounting Technician II	\$4,785	\$5,024	\$5,276	\$5,539	\$5,816
Administrative Secretary	\$4,658	\$4,890	\$5,135	\$5,392	\$5,661
Assistant Planner	\$5,743	\$6,030	\$6,331	\$6,648	\$6,980
Associate Civil Engineer	\$7,167	\$7,526	\$7,902	\$8,297	\$8,712
Associate Planner	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741
Building Maintenance Worker	\$4,875	\$5,119	\$5,375	\$5,643	\$5,926
Civil Engineering Assistant	\$6,062	\$6,365	\$6,683	\$7,017	\$7,368
Community Improvement Coordinator	\$4,990	\$5,239	\$5,501	\$5,776	\$6,065
Community Services Coordinator	\$5,110	\$5,365	\$5,633	\$5,915	\$6,211
Deputy City Clerk	\$5,743	\$6,030	\$6,331	\$6,648	\$6,980
Electrician	\$5,382	\$5,651	\$5,933	\$6,230	\$6,542
Facility Maintenance Super	\$6,573	\$6,902	\$7,247	\$7,609	\$7,989
Film Liaison	\$5,110	\$5,365	\$5,633	\$5,915	\$6,211
Grants Analyst	\$6,024	\$6,326	\$6,642	\$6,974	\$7,323
Librarian	\$5,676	\$5,960	\$6,258	\$6,571	\$6,900
Library Associate	\$4,531	\$4,758	\$4,996	\$5,245	\$5,508
Library Clerk I	\$3,338	\$3,505	\$3,680	\$3,864	\$4,057
Library Clerk II	\$3,867	\$4,060	\$4,263	\$4,477	\$4,700
Library Digital Services Manager	\$5,743	\$6,030	\$6,331	\$6,648	\$6,980
Library Public Services Manager	\$7,043	\$7,395	\$7,765	\$8,153	\$8,561
Library Support Services Manager	\$7,043	\$7,395	\$7,765	\$8,153	\$8,561
Library Technical Assistant	\$4,624	\$4,856	\$5,098	\$5,353	\$5,621
Maintenance Worker I	\$3,911	\$4,106	\$4,312	\$4,527	\$4,754
Maintenance Worker II	\$4,259	\$4,472	\$4,696	\$4,930	\$5,177
Maintenance Aide	\$4,658	\$4,890	\$5,135	\$5,392	\$5,661
Management Analyst	\$6,024	\$6,326	\$6,642	\$6,974	\$7,323
Management Assistant	\$5,110	\$5,365	\$5,633	\$5,915	\$6,211
Parks Supervisor	\$6,186	\$6,495	\$6,820	\$7,161	\$7,519
Program Specialist	\$4,658	\$4,890	\$5,135	\$5,392	\$5,661
Public Works Assistant	\$5,978	\$6,277	\$6,591	\$6,921	\$7,267
Public Works Inspector	\$5,913	\$6,209	\$6,519	\$6,845	\$7,187
Senior Electrician	\$5,758	\$6,046	\$6,348	\$6,665	\$6,999
Senior Maintenance Worker	\$5,075	\$5,329	\$5,596	\$5,875	\$6,169
Senior Management Analyst	\$6,966	\$7,314	\$7,680	\$8,064	\$8,467
Senior Planner	\$7,412	\$7,782	\$8,171	\$8,580	\$9,009
Senior Water Production/Treatment Operator	\$5,146	\$5,403	\$5,674	\$5,957	\$6,255
Senior Water Utility Worker	\$5,082	\$5,336	\$5,603	\$5,883	\$6,177
Street Supervisor	\$6,253	\$6,565	\$6,893	\$7,238	\$7,600
Transportation Driver	\$3,538	\$3,715	\$3,901	\$4,096	\$4,301
Water Conservation Analyst	\$6,024	\$6,326	\$6,642	\$6,974	\$7,323
Water Operations Supervisor	\$7,084	\$7,438	\$7,810	\$8,200	\$8,610
Water Production/Treatment Operator	\$4,730	\$4,967	\$5,215	\$5,476	\$5,750
Water Utility Worker I	\$4,137	\$4,344	\$4,561	\$4,789	\$5,029
Water Utility Worker II	\$4,582	\$4,811	\$5,051	\$5,304	\$5,569



## APPENDIX D (2%)

### Public Service Employees' Association Monthly Salary Schedule Effective first full payroll period following July 1, 2024

	A	B	C	D	E
Account Clerk	\$3,889	\$4,083	\$4,287	\$4,502	\$4,727
Accountant	\$5,858	\$6,150	\$6,458	\$6,781	\$7,120
Accounting Technician I	\$4,396	\$4,615	\$4,846	\$5,088	\$5,343
Accounting Technician II	\$4,881	\$5,125	\$5,381	\$5,650	\$5,933
Administrative Secretary	\$4,751	\$4,988	\$5,238	\$5,500	\$5,775
Assistant Planner	\$5,858	\$6,150	\$6,458	\$6,781	\$7,120
Associate Civil Engineer	\$7,311	\$7,676	\$8,060	\$8,463	\$8,886
Associate Planner	\$6,496	\$6,820	\$7,161	\$7,520	\$7,896
Building Maintenance Worker	\$4,973	\$5,221	\$5,482	\$5,756	\$6,044
Civil Engineering Assistant	\$6,183	\$6,492	\$6,817	\$7,158	\$7,516
Community Improvement Coordinator	\$5,089	\$5,344	\$5,611	\$5,892	\$6,186
Community Services Coordinator	\$5,212	\$5,472	\$5,746	\$6,033	\$6,335
Deputy City Clerk	\$5,858	\$6,150	\$6,458	\$6,781	\$7,120
Electrician	\$5,489	\$5,764	\$6,052	\$6,355	\$6,672
Facility Maintenance Super	\$6,704	\$7,040	\$7,392	\$7,761	\$8,149
Film Liaison	\$5,212	\$5,472	\$5,746	\$6,033	\$6,335
Grants Analyst	\$6,145	\$6,452	\$6,775	\$7,114	\$7,469
Librarian	\$5,790	\$6,079	\$6,383	\$6,702	\$7,038
Library Associate	\$4,622	\$4,853	\$5,096	\$5,350	\$5,618
Library Clerk I	\$3,405	\$3,575	\$3,754	\$3,941	\$4,138
Library Clerk II	\$3,944	\$4,142	\$4,349	\$4,566	\$4,794
Library Digital Services Manager	\$5,858	\$6,150	\$6,458	\$6,781	\$7,120
Library Public Services Manager	\$7,184	\$7,543	\$7,920	\$8,316	\$8,732
Library Support Services Manager	\$7,184	\$7,543	\$7,920	\$8,316	\$8,732
Library Technical Assistant	\$4,717	\$4,953	\$5,200	\$5,460	\$5,733
Maintenance Worker I	\$3,989	\$4,189	\$4,398	\$4,618	\$4,849
Maintenance Worker II	\$4,344	\$4,561	\$4,790	\$5,029	\$5,280
Maintenance Aide	\$4,751	\$4,988	\$5,238	\$5,500	\$5,775
Management Analyst	\$6,145	\$6,452	\$6,775	\$7,114	\$7,469
Management Assistant	\$5,212	\$5,472	\$5,746	\$6,033	\$6,335
Parks Supervisor	\$6,310	\$6,625	\$6,957	\$7,305	\$7,670
Program Specialist	\$4,751	\$4,988	\$5,238	\$5,500	\$5,775
Public Works Assistant	\$6,098	\$6,403	\$6,723	\$7,059	\$7,412
Public Works Inspector	\$6,031	\$6,333	\$6,649	\$6,982	\$7,331
Senior Electrician	\$5,873	\$6,166	\$6,475	\$6,799	\$7,138
Senior Maintenance Worker	\$5,177	\$5,436	\$5,707	\$5,993	\$6,292
Senior Management Analyst	\$7,105	\$7,461	\$7,834	\$8,225	\$8,637
Senior Planner	\$7,560	\$7,938	\$8,335	\$8,751	\$9,189
Senior Water Production/Treatment Operator	\$5,249	\$5,511	\$5,787	\$6,076	\$6,380
Senior Water Utility Worker	\$5,183	\$5,443	\$5,715	\$6,000	\$6,300
Street Supervisor	\$6,378	\$6,697	\$7,031	\$7,383	\$7,752
Transportation Driver	\$3,609	\$3,789	\$3,979	\$4,178	\$4,387
Water Conservation Analyst	\$6,145	\$6,452	\$6,775	\$7,114	\$7,469
Water Operations Supervisor	\$7,226	\$7,587	\$7,966	\$8,364	\$8,783
Water Production/Treatment Operator	\$4,825	\$5,066	\$5,320	\$5,586	\$5,865
Water Utility Worker I	\$4,220	\$4,431	\$4,652	\$4,885	\$5,129
Water Utility Worker II	\$4,673	\$4,907	\$5,152	\$5,410	\$5,680

**ATTACHMENT 3**

Resolution Approving Unrepresented Management Employee  
Benefits Listing and Management Salary Schedule

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
APPROVING UNREPRESENTED MANAGEMENT  
EMPLOYEE BENEFITS LISTING AND  
MANAGEMENT SALARY SCHEDULE  
SUPERSEDING RESOLUTION NO. 7626**

**WHEREAS**, the City Council has set a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

**WHEREAS**, the City Manager has reviewed the compensation package applicable to managers and has evaluated it in the context of the current and future fiscal environment; and

**WHEREAS**, the City Council finds that the salary and benefit adjustments set forth in this resolution are reasonable and address the recruitment, retention, and fiscal needs of the City.

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

**SECTION 1.** Management Benefits as set forth in “Exhibit A” and the Management Salary Schedules set forth in “Exhibit B” shall be approved.

**SECTION 2.** The City Council declares that this resolution supersedes Resolution No. 7626, which represented the previous benefits listing and salary schedule for unrepresented management employees.

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

**PASSED, APPROVED AND ADOPTED ON** this 15<sup>th</sup> day of June, 2022.

---

Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk  
(seal)

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina Muñoz, Deputy City Clerk  
(seal)

## **EXHIBIT A**

### **MANAGEMENT BENEFITS**

The following shall be the classifications, compensation and benefit plan for management employees:

#### **SECTION 1. TERM**

The following established classifications, salaries and benefits of employment for management employees shall be in effect upon adoption by the City Council.

#### **SECTION 2. CLASSIFICATIONS**

Accounting Manager  
Assistant City Manager  
Assistant Library Director  
Assistant to the City Manager  
Chief City Clerk  
Community Development Director  
Community Services Director  
Community Services Supervisor  
Deputy City Manager  
Deputy Community Development Director  
Deputy Community Services Director  
Deputy Public Works Director  
Deputy Fire Chief  
Deputy Police Chief  
Environmental & Sustainability Manager  
Executive Assistant  
Finance Director  
Finance Manager  
Fire Chief  
Fire Division Chief  
Human Resources & Risk Manager  
Library Director  
Management Services Director  
Planning Manager  
Police Chief  
Police Lieutenant  
Principal Management Analyst  
Public Works Director  
Public Works Operations Manager  
Sr. Civil Engineer  
Water Operations Manager

### **SECTION 3. SALARY**

(a) All classifications shall receive a four percent (4%) salary increase in first full pay period in July 2022 or first full pay period after Council ratification, whichever is later; and

(b) All classifications shall receive a three percent (3%) salary increase in first full pay period in July 2023 or first full pay period after Council ratification, whichever is later; and

(c) All classifications shall receive a two percent (2%) salary increase in first full pay period in July 2024 or first full pay period after Council ratification, whichever is later; and

The salaries for management employees shall be those contained in Exhibit B, "Management Salary Schedules."

### **SECTION 4. RETIREMENT**

A. The City agrees to participate in the California Public Service Employees' Retirement System (CalPERS). Classic CalPERS safety members (Police Chief, Fire Chief, Deputy Fire Chief, Fire Division Chief and Police Captains) i.e., those that do not qualify as "new" members under the California Public Employees' Pension Reform Act of 2013 ("PEPRA" or "AB 340") shall participate in the 2%@50 plan with single highest year compensation. As required under PEPRA, new CalPERS safety members shall participate in the 2.7%@57 plan with the highest average annual pensionable compensation earned during a period of 36 consecutive months rather than single highest year. For all non-safety Management employees, Classic CalPERS members shall participate in the 2%@55 plan with single highest year final compensation and as required under PEPRA, new members shall participate in the 2.0%@62 plan with highest average annual pensionable compensation earned during a period of 36 consecutive months.

B. Classic members shall pay a member contribution rate of seven percent (7%) (non-safety) or nine percent (9%) (safety) of their compensation. New members shall pay a member contribution equal to fifty percent (50%) of the normal cost (as determined by CalPERS).

C. The City's plan shall provide the sick leave conversion benefit.

### **SECTION 5. RETIRED EMPLOYEE'S MEDICAL COVERAGE**

Employees who became annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only, with said payment not exceeding the premium requirement for insurance programs offered through CalPERS, both prior to and after becoming Medicare eligible.

Effective on July 1, 2020, the City shall restructure the way it funds current employee and retiree medical insurance benefits. The City's

goal is to keep all current retirees and employees whole while reducing the future retiree medical benefits of new employees hired on or after July 1, 2020. Therefore, the City has adopted the following changes effective on July 1, 2020 to apply to employees hired on or after July 1, 2020:

(a) Modify the City's PEMHCA resolution with CalPERS to reduce the City's PEMHCA contribution to the PEMHCA minimum as it changes from year to year (currently \$136/month but increasing to \$139/month in 2020);

(b) Provide retirees who retired before July 1, 2020 who are eligible for, and have elected to participate in, CalPERS health insurance as a retiree, and employees hired between July 1, 2012 and June 30, 2020, when they become eligible retirees and elect retiree CalPERS medical coverage, with a contribution directly to CalPERS for the PEMHCA minimum contribution, and the difference between the PEMHCA minimum and \$915/month as a contribution to a Health Reimbursement Account that will be directed to the retiree; and

(c) For all employees hired on or after July 1, 2020, who retire from the City in the future and are eligible to, and elect to enroll in, CalPERS' health insurance plans, City retiree medical contributions shall be limited to the PEMHCA minimum employer contribution at the time.

**SECTION 6. DEFERRED COMPENSATION**

The City shall pay the equivalent of one percent (1%) of each management employees' base salary into a deferred compensation plan.

**SECTION 7. SICK LEAVE**

A. Sick leave shall be earned at the rate of eight (8) hours per month of service to the City.

B. Management employees may accrue unlimited sick leave.

C. At the employee's termination, the accumulated sick leave hours shall have no cash value.

**SECTION 8. CONVERSION TO CALPERS SERVICE CREDIT**

Upon retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. According to CalPERS, in order to receive sick leave credit, the employees' retirement date must be within 120 days from the date of separation from the City.

**SECTION 9. BEREAVEMENT LEAVE**

A. Bereavement leave shall be granted by the City Manager for the death of a spouse, parent, step-parent, child, step-child, grandparent, grandchildren, brother, and/or sister, for three work days per each fiscal year.

B. Additional occurrences shall be deducted from the employee's own sick leave.

C. Bereavement leave may be used not only for attendance at funerals, but for time spent in assisting in the preparation of funerals.

**SECTION 10. MANAGEMENT LEAVE**

A. Employees shall receive 90 hours of management leave each fiscal year.

B. Employees may cash out up to sixty (60) hours of unused Management Leave during a fiscal year. Consistent with the City's practice of granting Administrative or Management Leave prospectively, cash out of unused Management Leave is an annual compensation benefit for management staff, and as such will be distributed prospectively during the course of each fiscal year in accordance with this resolution.

C. Beginning July 1, 2014, employees can cash out up to thirty (30) hours of Management Leave, during a special payroll that will occur between the first and second regular payrolls in July of each year, and may cash out another thirty (30) hours of Management Leave, during a special payroll that will occur between the first and second regular payrolls in December of each year.

D. Unused or non-cashed out management leave shall not be carried over to the next fiscal year.

E. Beginning December 2019, employees shall qualify to cash out up to 60 hours of Management Leave. This cash out opportunity shall take place once a year and shall replace the previous procedure that allowed for two opportunities to cash out up to 30 hours each time throughout the year. To qualify to cash out Management Leave, the employee must irrevocably elect in writing, in December, the number of hours of Management Leave they elect to cash out in the next calendar year. Subject to a sixty (60) hour maximum. Employees must elect (12 months prior) via an election form to cash out up to 60 hours of Management Leave. The cash out of those hours will take place once a year in December of the calendar year after the election is made. The City will make a form available to make the irrevocable election. The form must be submitted to the City's Finance Department in December.

**SECTION 11. VACATION**

A. Vacation shall be accrued based on the years of service as follows:

1 – 5 years	120 hours
6 – 10 years	128 hours
11 – 15 years	136 hours
16 – 20 years	152 hours
Over 20 years	160 hours



B. Employees who have achieved more than twenty years of service with the City as of the date of this resolution and whose vacation benefits are subject to the terms of this resolution as of July 7, 1999 shall be allowed to accrue vacation pursuant to the schedule contained in City Council Resolution No. 6558.

C. Employees with twenty years of service with South Pasadena and who are appointed to management positions after July 7, 1999 shall receive vacation benefits in accordance with the provisions of Section 11A above.

D. Employees subject to this resolution shall endeavor to take annual vacation leave equal to the time accrued. An employee's accrued vacation shall be capped at two years' worth of vacation hours. Employees will cease accruing vacation hours until the accrued hours fall below the maximum accumulation allowed. Employees may carry over up to two (2) years accumulation of vacation time. Upon written request, the City Manager may grant vacation hours to carryover for extenuating circumstances up to an additional year of accumulation.

E. Employees shall qualify to cash out accrued Vacation Leave, subject to leaving a balance of eighty (80) hours. To qualify to cash out Vacation Leave, the employee must irrevocably elect in writing, in December, the number of hours of Vacation Leave they elect to cash out in the next calendar year. Employees can cash out accrued time above an eighty (80) hour minimum maintained in their bank. Employees must elect (12 months prior) via an election form to cash out Vacation Leave. The cash out of those hours will take place once a year in December of the calendar year after the election is made. The City will make a form available to make the irrevocable election. The form must be submitted to the City's Finance Department in December.

F. For employees hired on or after July 1, 2022, the City Manager, at their sole discretion, may credit an employee's previous relevant experience to be counted towards an employee's total Years of Service calculation. An employee must submit documentation in writing which shall be verified by the human resources department. This adjustment shall be effective on the date of City Manager approval.

Employees hired before July 1, 2022, may request prior relevant experience to count towards an adjustment to the employee's accrual rate. In order to receive this adjustment, an employee must submit documentation in writing which shall be verified by the human resources department. This adjustment shall be effective on the date of City Manager approval.

## **SECTION 12. HOLIDAYS**

Employees shall receive the following fourteen (14) paid holidays per fiscal year:

1. January 1 – New Year’s Day
2. 3<sup>rd</sup> Monday in January – Martin Luther King, Jr. Birthday
3. 3<sup>rd</sup> Monday in February – President’s Day
4. Last Monday in May – Memorial Day
5. June 19 - Juneteenth
6. July 4 – Independence Day
7. 1<sup>st</sup> Monday in September – Labor Day
8. November 11 – Veteran’s Day
9. 4<sup>th</sup> Thursday in November – Thanksgiving Day
10. Friday after Thanksgiving – Substitute for Admission’s Day
11. December 25 – Christmas Day
12. Winter Holiday Closure – three additional paid days between December 25<sup>th</sup> to January 1

Winter Holiday Closure – City Hall shall close each year from December 25 to January 1. Employees shall receive three additional days off with pay during that period, in addition to December 25 and January 1.

If a recognized holiday (December 25 and/or January 1) falls on a Saturday, the employee shall receive the prior Friday as a day off with pay. If that Friday is the employee’s regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on a Sunday, employees shall receive the following Monday as a day off with pay. If that Monday is the employee’s regular day off, employees will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on the employee’s regular day off, the employee will receive either: 1) in the case of a regularly scheduled Monday off, Tuesday off with pay; or 2) in the case of a regularly scheduled Friday off, then Thursday off with pay.

A. Fire Division Chiefs and Police Lieutenants only –Fire Division Chiefs shall be paid at the rate of twelve (12) hours of the employee’s hourly rate for each City designated paid holiday, including floating holiday. Police Lieutenants shall be paid at the rate of ten (10) hours of the employee’s hourly rate for each City designated paid holiday, including floating holiday.

B. Management employees shall receive two (2) floating holidays per fiscal year. Floating holidays may not be carried over to the next fiscal year.

**SECTION 13. INSURANCE**

A. City paid medical insurance coverage is provided as follows:

The City’s monthly contributions to the medical premium contribution plan shall be as follows to the maximum stated, depending on the level of coverage selected:

Employee only	= \$ 915
Employee + 1	= \$ 1,115
Employee + family	= \$ 1,290

Beginning January 1, 2023, the City’s monthly contributions to the medical premium contribution plan shall be increased as follows to the maximum stated, depending on the level of coverage selected:

Employee only	= \$ 915
Employee + 1	= \$ 1,400
Employee + family	= \$ 1,600

Beginning January 1, 2024, the City’s monthly contributions to the medical premium contribution plan shall be increased as follows to the maximum stated, depending on the level of coverage selected:

Employee only	= \$ 915
Employee + 1	= \$ 1,650
Employee + family	= \$ 1,950

The amounts stated above are to cover plan premiums, and may not be used as any form of cash in lieu.

- B. City paid dental coverage is provided up to \$75 per month.
- C. City paid vision care coverage is provided up to \$20 per month.
- D. City paid life insurance policy in the sum of \$50,000 provided.

- E. City paid accidental death & dismemberment insurance policy in the sum of \$50,000 provided. Additional coverage up to \$500,000 available at employee's expense.
- F. Optional Supplemental Insurance Plans available through AFLAC at the employee's expense.

#### **SECTION 14. LONG TERM DISABILITY**

A. For full-time employees who have been employed by the City for six months, the City shall provide long-term disability coverage under a self-insured status. The City may require reasonable proof of the disabling illness and retains the right to define "long term disability." The City will pay two-thirds of the employee's monthly salary effective the day disability is approved and for the duration the employee continues to be disabled or for one year, whichever is less.

B. There is a 30-day elimination period during which the employee must use his or her accrued sick leave. If the employee has less than 30 days of accrued sick leave, the employee may choose to use other accrued leave or take the remaining days unpaid.

C. Benefits shall be paid for one year for the approved disability. The City Manager may, upon review of the nature of the disability, grant up to one additional year of disability benefits.

D. The City shall continue to pay all of the insurance premiums listed in Section 13 during the City-recognized period of long term disability.

#### **SECTION 15. UNIFORMS**

Full-time Fire Chief, Police Chief, Deputy Police Chief and Deputy Fire Chief shall receive \$1,000 annually for the cleaning of and maintenance of their uniforms. Full-time Fire Division Chief and Police Lieutenant shall receive \$675 annually for the cleaning of and maintenance of their uniforms. Uniform pay shall be prorated and paid in equal installments in each pay period and reported to CalPERS as required.

#### **SECTION 16. WORK SCHEDULE**

Beginning September 2019, City Hall employees shall operate on a 4/10 work schedule. All other departments shall if feasible transition to a 4/10 work schedule by December 31, 2019.

#### **SECTION 17. LONGEVITY**

Employees hired before January 1, 1996, who have been eligible for Longevity Pay under the former Longevity Pay Program"(2% Each 5 Years" up to a maximum of 4%) shall continue to be compensated the additional Longevity Pay as provided in the Longevity Pay policy in effect on December 31, 1995.

Effective January 1, 1996, the Longevity Pay Plan was terminated for all members hired on or after January 1, 1996. Employees on the City payroll on or before December 31, 1995, were permitted to accrue time for an additional four percent (4%) in Longevity Pay. Once an employee hired on or before December 31, 1995 has earned the additional four percent (4%), the Longevity Pay Program is permanently frozen. Employees hired on or after January 1, 1996 are not eligible for longevity pay.

**SECTION 18. MERIT PAY**

For Department Directors only, the City Manager may grant additional merit incentive pay, up to two percent (2%), above the salary step in the pay schedule, in recognition of outstanding performance, special project assignment, or successful completion of Department Key Performance Indicators.

**SECTION 19. LUMP SUM PAYMENT**

On or before July 30, 2022, City will provide a lump-sum non-PERSable payment of \$1,500 to active employees hired on or before June 30, 2022 who have passed an initial probationary period. Those employees hired on or before June 30, 2022 who have not yet passed their probationary period, will be paid the \$1,500 lump-sum non-PERSable payment upon an employee's successful completion of their probationary period. No lump sum payments will be paid after June 30, 2023.

**EXHIBIT B**  
**MANAGEMENT MONTHLY SALARY SCHEDULE**  
*Effective First Full Pay Period in July 2022*

	A	B	C	D	E	F	G
Accounting Manager	\$7,154	\$7,512	\$7,887	\$8,282	\$8,696	\$9,131	\$9,587
Assistant City Manager	\$12,028	\$12,629	\$13,260	\$13,923	\$14,620	\$15,351	\$16,118
Assistant Library Director	\$7,655	\$8,038	\$8,440	\$8,862	\$9,305	\$9,770	\$10,259
Assistant to the City Manager	\$8,282	\$8,696	\$9,130	\$9,587	\$10,066	\$10,570	\$11,098
Chief City Clerk	\$8,282	\$8,696	\$9,130	\$9,587	\$10,066	\$10,570	\$11,098
Community Development Director	\$11,086	\$11,641	\$12,223	\$12,834	\$13,476	\$14,149	\$14,857
Community Services Director	\$9,827	\$10,318	\$10,834	\$11,376	\$11,945	\$12,542	\$13,169
Community Services Supervisor	\$5,313	\$5,579	\$5,858	\$6,151	\$6,458	\$6,781	\$7,120
Deputy City Manager	\$11,086	\$11,641	\$12,223	\$12,834	\$13,476	\$14,149	\$14,857
Deputy Community Development Director	\$8,787	\$9,226	\$9,688	\$10,172	\$10,681	\$11,215	\$11,775
Deputy Community Services Director	\$8,348	\$8,765	\$9,204	\$9,664	\$10,147	\$10,655	\$11,187
Deputy Director of Public Works	\$8,787	\$9,226	\$9,688	\$10,172	\$10,681	\$11,215	\$11,775
Deputy Fire Chief	\$10,622	\$11,153	\$11,710	\$12,296	\$12,911	\$13,556	\$14,234
Deputy Police Chief	\$10,622	\$11,153	\$11,710	\$12,296	\$12,911	\$13,556	\$14,234
Environmental & Sustainability Manager	\$7,544	\$7,921	\$8,317	\$8,733	\$9,170	\$9,628	\$10,110
Executive Assistant	\$5,755	\$6,043	\$6,345	\$6,663	\$6,996	\$7,345	\$7,713
Finance Director	\$11,086	\$11,641	\$12,223	\$12,834	\$13,476	\$14,149	\$14,857
Finance Manager	\$7,154	\$7,512	\$7,887	\$8,282	\$8,696	\$9,131	\$9,587
Fire Chief	\$13,207	\$13,867	\$14,561	\$15,289	\$16,053	\$16,856	\$17,699
Fire Division Chief	\$9,673	\$10,157	\$10,665	\$11,198	\$11,758	\$12,346	\$12,963
Human Resources & Risk Manager	\$9,424	\$9,896	\$10,390	\$10,910	\$11,456	\$12,028	\$12,630
Library Director	\$8,967	\$9,415	\$9,886	\$10,380	\$10,899	\$11,444	\$12,016
Management Services Director	\$10,622	\$11,153	\$11,710	\$12,296	\$12,911	\$13,556	\$14,234
Planning Manager	\$8,282	\$8,696	\$9,130	\$9,587	\$10,066	\$10,570	\$11,098
Police Chief	\$13,176	\$13,835	\$14,526	\$15,253	\$16,015	\$16,816	\$17,657
Police Lieutenant	\$8,852	\$9,295	\$9,760	\$10,248	\$10,760	\$11,298	\$11,863
Principal Management Analyst	\$8,282	\$8,696	\$9,130	\$9,587	\$10,066	\$10,570	\$11,098
Public Works Director	\$11,086	\$11,641	\$12,223	\$12,834	\$13,476	\$14,149	\$14,857
Public Works Operation Manager	\$7,544	\$7,921	\$8,317	\$8,733	\$9,170	\$9,628	\$10,110
Sr. Civil Engineer	\$7,248	\$7,610	\$7,991	\$8,390	\$8,810	\$9,250	\$9,713
Water Operations Manager	\$8,097	\$8,502	\$8,927	\$9,374	\$9,842	\$10,335	\$10,851
Special Arrangement additional Hours - Fire Division Chief	\$55.81	\$58.60	\$61.53	\$64.60	\$67.83	\$71.22	\$74.79
Special Arrangement additional Hours - Police Lieutenant	\$51.07	\$53.63	\$56.31	\$59.13	\$62.08	\$65.19	\$68.44

MANAGEMENT MONTHLY SALARY SCHEDULE

*Effective First Full Pay Period in July 2023*

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
Accounting Manager	\$7,369	\$7,737	\$8,124	\$8,530	\$8,957	\$9,405	\$9,875
Assistant City Manager	\$12,388	\$13,008	\$13,658	\$14,341	\$15,058	\$15,811	\$16,602
Assistant Library Director	\$7,885	\$8,279	\$8,693	\$9,128	\$9,584	\$10,064	\$10,567
Assistant to the City Manager	\$8,530	\$8,956	\$9,404	\$9,875	\$10,368	\$10,887	\$11,431
Chief City Clerk	\$8,530	\$8,956	\$9,404	\$9,875	\$10,368	\$10,887	\$11,431
Community Development Director	\$11,419	\$11,990	\$12,589	\$13,219	\$13,880	\$14,574	\$15,303
Community Services Director	\$10,122	\$10,628	\$11,159	\$11,717	\$12,303	\$12,918	\$13,564
Community Services Supervisor	\$5,473	\$5,746	\$6,034	\$6,335	\$6,652	\$6,985	\$7,334
Deputy City Manager	\$11,419	\$11,990	\$12,589	\$13,219	\$13,880	\$14,574	\$15,303
Deputy Community Development Director	\$9,051	\$9,503	\$9,978	\$10,477	\$11,001	\$11,551	\$12,129
Deputy Community Services Director	\$8,599	\$9,028	\$9,480	\$9,954	\$10,452	\$10,974	\$11,523
Deputy Director of Public Works	\$9,051	\$9,503	\$9,978	\$10,477	\$11,001	\$11,551	\$12,129
Deputy Fire Chief	\$10,940	\$11,487	\$12,062	\$12,665	\$13,298	\$13,963	\$14,661
Deputy Police Chief	\$10,940	\$11,487	\$12,062	\$12,665	\$13,298	\$13,963	\$14,661
Environmental & Sustainability Manager	\$7,770	\$8,159	\$8,567	\$8,995	\$9,445	\$9,917	\$10,413
Executive Assistant	\$5,928	\$6,224	\$6,536	\$6,862	\$7,206	\$7,566	\$7,944
Finance Director	\$11,419	\$11,990	\$12,589	\$13,219	\$13,880	\$14,574	\$15,303
Finance Manager	\$7,369	\$7,737	\$8,124	\$8,530	\$8,957	\$9,405	\$9,875
Fire Chief	\$13,603	\$14,283	\$14,997	\$15,747	\$16,535	\$17,361	\$18,230
Fire Division Chief	\$9,963	\$10,461	\$10,984	\$11,534	\$12,110	\$12,716	\$13,352
Human Resources & Risk Manager	\$9,707	\$10,193	\$10,702	\$11,237	\$11,799	\$12,389	\$13,009
Library Director	\$9,236	\$9,698	\$10,183	\$10,692	\$11,226	\$11,788	\$12,377
Management Services Director	\$10,940	\$11,487	\$12,062	\$12,665	\$13,298	\$13,963	\$14,661
Planning Manager	\$8,530	\$8,956	\$9,404	\$9,875	\$10,368	\$10,887	\$11,431
Police Chief	\$13,571	\$14,250	\$14,962	\$15,710	\$16,496	\$17,320	\$18,186
Police Lieutenant	\$9,118	\$9,574	\$10,053	\$10,555	\$11,083	\$11,637	\$12,219
Principal Management Analyst	\$8,530	\$8,956	\$9,404	\$9,875	\$10,368	\$10,887	\$11,431
Public Works Director	\$11,419	\$11,990	\$12,589	\$13,219	\$13,880	\$14,574	\$15,303
Public Works Operation Manager	\$7,770	\$8,159	\$8,567	\$8,995	\$9,445	\$9,917	\$10,413
Sr. Civil Engineer	\$7,465	\$7,838	\$8,230	\$8,642	\$9,074	\$9,528	\$10,004
Water Operations Manager	\$8,340	\$8,757	\$9,195	\$9,655	\$10,138	\$10,645	\$11,177
Special Arrangement additional Hours - Fire Division Chief	\$57.48	\$60.35	\$63.37	\$66.54	\$69.87	\$73.36	\$77.03
Special Arrangement additional Hours - Police Lieutenant	\$52.61	\$55.24	\$58.00	\$60.90	\$63.94	\$67.14	\$70.50

MANAGEMENT MONTHLY SALARY SCHEDULE

*Effective First Full Pay Period in July 2024*

	A	B	C	D	E	F	G
Accounting Manager	\$7,516	\$7,892	\$8,287	\$8,701	\$9,136	\$9,593	\$10,072
Assistant City Manager	\$12,636	\$13,268	\$13,931	\$14,628	\$15,359	\$16,127	\$16,934
Assistant Library Director	\$8,043	\$8,445	\$8,867	\$9,311	\$9,776	\$10,265	\$10,778
Assistant to the City Manager	\$8,701	\$9,136	\$9,592	\$10,072	\$10,576	\$11,104	\$11,660
Chief City Clerk	\$8,701	\$9,136	\$9,592	\$10,072	\$10,576	\$11,104	\$11,660
Community Development Director	\$11,647	\$12,230	\$12,841	\$13,483	\$14,157	\$14,865	\$15,609
Community Services Director	\$10,324	\$10,840	\$11,382	\$11,952	\$12,549	\$13,177	\$13,835
Community Services Supervisor	\$5,582	\$5,861	\$6,154	\$6,462	\$6,785	\$7,124	\$7,481
Deputy City Manager	\$11,647	\$12,230	\$12,841	\$13,483	\$14,157	\$14,865	\$15,609
Deputy Community Development Director	\$9,232	\$9,693	\$10,178	\$10,687	\$11,221	\$11,782	\$12,371
Deputy Community Services Director	\$8,770	\$9,209	\$9,669	\$10,153	\$10,661	\$11,194	\$11,753
Deputy Director of Public Works	\$9,232	\$9,693	\$10,178	\$10,687	\$11,221	\$11,782	\$12,371
Deputy Fire Chief	\$11,159	\$11,717	\$12,303	\$12,918	\$13,564	\$14,242	\$14,954
Deputy Police Chief	\$11,159	\$11,717	\$12,303	\$12,918	\$13,564	\$14,242	\$14,954
Environmental & Sustainability Manager	\$7,926	\$8,322	\$8,738	\$9,175	\$9,634	\$10,116	\$10,621
Executive Assistant	\$6,047	\$6,349	\$6,666	\$7,000	\$7,350	\$7,717	\$8,103
Finance Director	\$11,647	\$12,230	\$12,841	\$13,483	\$14,157	\$14,865	\$15,609
Finance Manager	\$7,516	\$7,892	\$8,287	\$8,701	\$9,136	\$9,593	\$10,072
Fire Chief	\$13,875	\$14,569	\$15,297	\$16,062	\$16,865	\$17,709	\$18,594
Fire Division Chief	\$10,162	\$10,671	\$11,204	\$11,764	\$12,353	\$12,970	\$13,619
Human Resources & Risk Manager	\$9,901	\$10,396	\$10,916	\$11,462	\$12,035	\$12,637	\$13,269
Library Director	\$9,421	\$9,892	\$10,386	\$10,906	\$11,451	\$12,023	\$12,625
Management Services Director	\$11,159	\$11,717	\$12,303	\$12,918	\$13,564	\$14,242	\$14,954
Planning Manager	\$8,701	\$9,136	\$9,592	\$10,072	\$10,576	\$11,104	\$11,660
Police Chief	\$13,842	\$14,535	\$15,261	\$16,024	\$16,826	\$17,667	\$18,550
Police Lieutenant	\$9,300	\$9,765	\$10,254	\$10,766	\$11,305	\$11,870	\$12,463
Principal Management Analyst	\$8,701	\$9,136	\$9,592	\$10,072	\$10,576	\$11,104	\$11,660
Public Works Director	\$11,647	\$12,230	\$12,841	\$13,483	\$14,157	\$14,865	\$15,609
Public Works Operation Manager	\$7,926	\$8,322	\$8,738	\$9,175	\$9,634	\$10,116	\$10,621
Sr. Civil Engineer	\$7,614	\$7,995	\$8,395	\$8,815	\$9,255	\$9,718	\$10,204
Water Operations Manager	\$8,507	\$8,933	\$9,379	\$9,848	\$10,341	\$10,858	\$11,400
Special Arrangement additional Hours - Fire Division Chief	\$58.63	\$61.56	\$64.64	\$67.87	\$71.27	\$74.83	\$78.57
Special Arrangement additional Hours - Police Lieutenant	\$53.66	\$56.34	\$59.16	\$62.12	\$65.22	\$68.48	\$71.91





# City Council Agenda Report

ITEM NO. 23

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Ken Louie, Interim Director of Finance

**SUBJECT:** **Continued Public Hearing and Adoption of Fiscal Year 2022-2023 Annual Budget**

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### Recommendation

It is recommended that the City Council:

1. Conduct a Public Hearing, continued from June 1, 2022, regarding the adoption of the Fiscal Year 2022-23 Annual Budget; and
2. Approve a Resolution adopting the Fiscal Year 2022-2023 Annual Budget.

### Background

The City of South Pasadena adopts a comprehensive Annual Adopted Budget ("Budget") for all funds including the General Fund. In addition to the General Fund, there are Enterprise Funds, Special Funds and Internal Service Funds. Unlike the General Fund, Enterprise funds such as the Water and Sewer Funds can be for-profit, and serve to provide a public service while making sure that they are solvent, where revenues meet or exceed expenses. The City also has Special Funds which include but are not limited to Prop A, Prop C, and Metro grants. These funds must be spent on a specific purpose, are usually funded via a federal, state or county source, and are highly regulated by a third-party secured by the grantor. Internal Service funds are implemented within the agency to ensure that all funds are paying/receiving their fair share of revenue and expenses, as is the case with the City's Fund 103 - Insurance Fund, which collects from the appropriate internal entity so each entity can be charged its fair share of insurance costs.

The Budget process begins early in the calendar year and is a lengthy process of department meetings, and revenue and expenditure analyses, and projections for the year ahead. Once all departments have submitted their proposal for the upcoming fiscal year, they confer on the final proposal with the City Manager. The proposed budget is presented to the Finance Commission, where their recommendation of the document is requested for the City Council's consideration, and on May 23, 2022, the Finance Commission unanimously recommended this budget for City Council's consideration.

A budget study session was held with the City Council and community on May 25, 2022, where staff solicited input and received direction on the proposed budget, one-time federal grant monies and City fund classifications. The City Council also heard from the

A budget study session was held with the City Council and community on May 25, 2022, where staff solicited input and received direction on the proposed budget, one-time federal grant monies and City fund classifications. The City Council also heard from the City’s auditor on a positive draft report, and the forthcoming finalization of the 2021-2022 audit. The City Council then held a public hearing on June 1, 2022 to formally review the 2022-2023 proposed Annual Budget and to approve of the five-year Capital Improvement Program (CIP). The CIP was approved, and the only material change to the budget that resulted from their discussion and direction was a retitling of a Reserve Fund from “Slater Reimbursement” to “Caltrans Housing/626 Prospect Ave Litigation Fund”. The City Council had no numeric changes to the proposed budget as presented, though Staff gave mention that on Page 32 there were a couple of cleanup items:

- Fund 213 – SB2 Planning Grant was inadvertently listed twice appearing as Fund 216 as well but this has been removed for the final adoption.
- Fund 237 – Road Maintenance and Rehab will only need \$585,093 (instead of \$592,093) for Street Repairs. We have removed and zeroed the line-item “CIP Expenses”. Total for this fund is \$585,093.

**Analysis**

The Proposed Budget features Total Budget Revenues of \$77,593,486 and Total Budgeted Expenditures of \$78,102,983 for a net organizational change of negative \$509,498. The General Fund is budgeting revenues/inflows of \$44,013,237 and Expenditures/outflows of \$43,510,679 for a projected net positive change of \$502,558. This budget also includes the consideration and allocation of the Coronavirus State and Local Recovery Funds (SLFRF) as noted.

Major Revenues/Inflows

Property Tax	\$18,140,368
Sales Tax	\$ 5,806,000
Utility Users’ Tax	\$4,299,703
Planning/Bldg. Fees	\$1,636,200
SLFRF	\$6,059,235
All Others	\$8,071,731
<b>Total</b>	<b>\$44,013,237</b>

Major Expenditures/Outflows

Labor costs	\$24,870,216
Operations & Maintenance	\$10,498,90
CIP Contribution	\$1,133,483
Transfers Out	\$383,079
SLFRF	\$5,830,000
Capital Outlay – Equip.	\$795,000
<b>Total</b>	<b>\$43,510,679</b>

**Net Proposed Change                      \$502,558**

### **Department Specific Proposed Budget Highlights**

Below are some highlights in the proposed budget, reflecting the big takeaways from each respective department:

#### Library

- New full-time Librarian
- New workstations for Support Services Division
- Budgeted \$20,000 for books/DVD's/CD/e-books
- Requesting Coronavirus State and Local Fiscal Recovery Funds (SLFRF) consideration for RFID Automated System (\$160,000)

#### Community Services

- Return of all Senior, Recreation events, classes, programs
- Funding for Festival of Balloons/Fourth of July Fireworks Show and Event
- Construction of Berkshire and Grevelia Pocket Parks- Funding via impact fees and grants
- Requesting Coronavirus State and Local Fiscal Recovery Funds (SLFRF) consideration for Registration System Software (\$50,000)

#### Fire

- Requesting Coronavirus State and Local Fiscal Recovery Funds (SLFRF) consideration for three (3) critical apparatus replacement:
  - Air Utility Apparatus (\$600,000)
  - Rescue Ambulance (\$250,000)
  - Breathing Apparatus (\$150,000)

#### Management Services

- Phase II of Class and Comp Study
- City General Election (November)
- Recruitment and employee engagement efforts
- Return of Commissioner Congress program
- Requesting Coronavirus State and Local Fiscal Recovery Funds (SLFRF) consideration for IT Master Plan Implementation (\$100,000) / Employee Engagement/Retention (\$150,000)

#### Community Development

- New Senior Management Analyst focused on housing programs
- New Part-Time Code Enforcement Officer for weekends/evenings
- Convert 3 part-time positions into 1 full-time Permit Counter Technician
- Historical Residential Property Survey

#### Public Works

- New Transportation Engineer
- Increase in tree planting budget to accelerate planting

- Requesting Coronavirus State and Local Fiscal Recovery Funds (SLFRF) consideration for Asphalt truck replacement (\$300,000)

#### Police

- Unfreezing of Deputy Chief position
- Unfreezing of Officer position
- Continued exploration of fleet replacements and carryover of Mental Health programming funding
- Implementation of city-wide license plate reader
- Requesting Coronavirus State and Local Fiscal Recovery Funds (SLFRF) consideration for Electronic Control Device (ECD) replacement (\$70,000)

#### Staffing Changes from FY 21/22 Budget to Proposed FY 22/23 Budget

In the FY 21/22 Budget Mid-Year, City Council approved five (5) positions: Deputy City Manager, Management Services Director, two Management Analysts in Public Works and an Accountant in Finance. Positions were added in a reorganization of the City Manager's Office and in development of the Management Services Department, as well as a reorganization of the Public Works Department. In the proposed FY 22/23 budget, three (3) new positions are being proposed: Transportation Engineer (Public Works), Permit Counter Technician and Senior Management Analyst for Housing (Community Development). We are also requesting the unfreezing of three (3) positions: Deputy Police Chief, Police Officer and Librarian. These positions reflect a change of 11 new or unfrozen positions across the organization between the two fiscal year budgets, and provide for further capacity for priority areas. All other modifications are reclassifications of existing positions.

#### **Comprehensive Audit Update**

The City uses Rogers, Anderson, Malody and Scott, LLP (RAMS) to conduct its annual audits. The audit for fy 2020-2021 has now been completed with no material misstatements or inconsistencies. RAMS Audit Manager, Brianna Shultz had previously testified to the City Council at a special meeting held on May 25, 2022 that there were no material items of concern. Staff is seeking a receive and file action on this item to begin to focus on the fy 2021-2022 audit.

#### **State and Local Fiscal Recovery Funds (SLFRF)**

The City has received \$6,059,235 in unrestricted one-time federal grant monies for COVID-19 response and recovery. These funds were intended to assist local entities in offsetting the costs and circumstances encountered due to the COVID-19 pandemic. However, in January 2022 the "Final Rule" with regards to these funds was issued and does not place any restrictions on the use of these funds for entities receiving less than \$10 million. At the regular meeting of June 1, 2022, the City Council approved the use of \$5,830,000 of this relief funding as listed below. The adoption of these projects leaves \$229,235 available for future appropriation:

- \$1,000,000 COVID-19 Emergency Response (expended and anticipating partial recovery of funds via FEMA)

- \$3,000,000 Labor/ Capital Improvement Program (CIP) Injection Fund
- \$1,000,000 Fire Apparatus/Ambulance
- \$300,000 Public Works Asphalt Utility Truck
- \$530,000 Citywide Technology Enhancements
  - \$160,000 Library RFID Automated System
  - \$150,000 Employee Engagement and Retention
  - \$100,000 IT Master Plan Implementation
  - \$70,000 Police Electronic Control Device (ECD) Replacement
  - \$50,000 Community Services Registration Software

### **Designated Fund Balances Adjustments**

The City Council approved the following changes to Designated/Committed fund balances at the regular City Council meeting held on June 1, 2022:

Removal of designations (\$1,789,067) and their return to Undesignated Fund Balance:

- \$900,000 Fiscal Sustainability Reserve
- \$500,000 Legal Services Reserve
- \$267,067 Maintenance Yard Community Center
- \$100,000 Vehicle Replacement Reserve
- \$22,000 Library Park Drainage Reserve

The following designated fund balances will now be renamed:

- “SR-110 Interchange Rogan Match” becomes “Transportation Projects- Rogan Fund Match”
- “Slater Reimbursement” becomes “Caltrans Housing/626 Prospect Ave Litigation Fund”

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

In accordance with section 65401 of the California Government Code, a City that has adopted a General Plan and recommends, prepares plans for, or constructs major public works, shall also prepare a coordinated program of proposed public works for the ensuing fiscal year. The CIP for fiscal year (FY) 2022-2023 is included in the City’s Preliminary FY 2022-2023 Budget and was approved at the regular City Council meeting held on June 1, 2022.

In addition, a Five-Year CIP is included as an attachment to the Budget, which outlays planned physical improvements, such as buildings, transportation and street projects, parks, water & sewer facilities, etc. These projects are to be recommended for adoption in future proposed budgets for fiscal years 2023-2024 through 2026-2027. This CIP does not include costs for operational functions, programs, and routine maintenance activities, as is typical of CIPs. Furthermore, the attached five-year CIP includes references to the City’s current General Plan to demonstrate that the proposed projects support, promote, or implement the statements, goals, policies and programs in the General Plan.

### **Fiscal Impact**

The net General Fund fiscal impact of the Proposed Budget is a positive increase to fund balance of \$502,558.

### **Community Outreach**

The proposed budget document has been made available for public review through the posting of the document for the Finance Commission meetings, on the City's website, through the City's social media and e-newsletter communications tools. The City held a Special City Council Meeting on May 25, 2022 where the public had the ability to comment and provide feedback on this item.

### **Commission Review**

The Finance Commission met on May 16, 2022 to receive a presentation on the FY 22/23 Proposed Budget, and provided good feedback to staff deliberate on the Proposed Budget. The Commission met a second time on May 23, 2022 for further discussion, and unanimously approved their recommendation for the City Council to consider adoption.

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

The public was made aware that this item was to be considered this evening by a Notice of Public Hearing posted in the *Pasadena Star News*.

#### Attachments:

1. 2022-23 Annual Budget Resolution
2. Proposed Changes Made During June 1, 2022 Budget Hearing
3. City Manager's Budget Message
4. Full Draft Fiscal Year 2022-23 Budget (link)
5. Final ACFR Draft (link)

**ATTACHMENT 1**  
2022-23 Annual Budget Resolution

**CITY OF SOUTH PASADENA  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ADOPTING THE FISCAL YEAR 2022-23 BUDGET**

**WHEREAS**, the City Manager has submitted to the City Council a proposed Budget for the Fiscal Year 2022-23 and said Budget has been considered at a noticed public hearing on June 1, 2022 and July 15, 2022.

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

**SECTION 1.** That the Budget proposed by the City Manager, by reference, for the Fiscal Year commencing on July 1, 2022, with proposed revenues and transfers in from other funds totaling \$77,593,486 and expenditures and transfers out to other funds totaling \$78,102,983, is hereby approved, adopted, and appropriated.

**SECTION 2.** The fund appropriations set forth shall be the maximum expenditures authorized for those funds.

**SECTION 3.** The City Council does hereby authorize and approve the commitment of General Fund Balance for the specific purposes designated by the Fiscal Year 2022-23 Budget, and that committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action to establish the commitment.

**SECTION 4.** The City Council does hereby authorize and approve the number and classification of employees in the respective functions, departments and/or activities as set forth in the Fiscal Year 2022-23 Budget.

**SECTION 5.** The City Council does hereby adopt the 5-Year Capital Improvement Plan (CIP) for fiscal years 2022-23 to 2026-27 which is in compliance with the City's General Plan.

**SECTION 6.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**SECTION 7.** Pursuant to Government Code section 53901, the City Clerk of the City of South Pasadena shall file a copy of the adopted budget with the Los Angeles



County Auditor-Controller within 60 days after the beginning of the 2022-2023 fiscal year.

**PASSED, APPROVED AND ADOPTED ON** this 15th day of June, 2022.

\_\_\_\_\_  
Michael A, Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina Munoz, Deputy City Clerk

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Christina A. Muñoz, Deputy City Clerk

**ATTACHMENT 2**  
Proposed Changes Made During June 1, 2022  
Budget Hearing

At the Budget Hearing of June 1, 2022 there were no numeric changes requested by the City Council. There was, however, a title change requested for one of the fund balance designations, as well as some cleanup items presented by staff at the meeting. There was also verbiage added to the Department of Public Works' "Key Performance Indicators" (KPI's). Below are the specific changes.

Page 12	New title for fund balance desig. "Caltrans/Housing 626 Prospect Ave Litigation
Page 12	Fund 216 deleted – It had been duplicated
Page 13	Fund 237 - Road Rehab and Maintenance new final number is \$585,093
Page 18	Fund 216 deleted – see above
Page 32	Fund 216 deleted – see above
Page 32	Fund 237 adjusted – see above
Page 33	Grand total changes to \$8,897,067 due to above correction
Page 66	Expenditure line-item added for SLFRF-funded projects
Pages 139-40	New performance indicators included: <ol style="list-style-type: none"><li>1. Explore hosting quarterly eco-events focused on water conservation and landscaping.</li><li>2. Provide annual Climate Action Plan update to Council</li></ol>

## FY22/23 Fund Balance

Fund	Description	06/30/22 Fund Balance	Year-End Revenues	Year-End Expenditures	Revenues Minus Expenses	06/30/23 Year-End Fund Balance
101	General Fund					
	<b>Revenues &amp; Expenditures</b>					
	Operating		42,224,170	40,205,050	2,019,120	
	Capital			795,000	(795,000)	
	Transfers/Interfund Loans		-	383,079	(383,079)	
	<b>Reserves</b>					
	Undesignated	14,424,966	1,789,067		1,789,067	17,055,074
	Arroyo Golf Course / Bike Trail	600,000			-	600,000
	CalTrans Vacant Lot Purchases	392,000			-	392,000
	Legal Reserve	500,000		500,000	(500,000)	-
	Library Expansion	200,000			-	200,000
	Maint. Yard / Comm. Ctr	267,067		267,067	(267,067)	-
	Renewable Energy Sources Reserve	700,000			-	700,000
	Retiree Pension Reserve	-			-	-
	Retiree Medical Reserve	-			-	-
	Tree Replacement	-			-	-
	Storm Water Reserve	600,000			-	600,000
	Library Park Drainage Reserve	22,000		22,000	(22,000)	-
	Financial Sustainability Reserve	900,000		900,000	(900,000)	-
	CalTrans Housing/626 Prospect Ave Litig. Reserve	345,876			-	345,876
	Vehicle Replacement Reserve	100,000		100,000	(100,000)	-
	Transportation Projects - Rogan Fund Match	1,410,000	-	338,483	(338,483)	1,071,517
	<b>Assigned Reserves</b>					
	Stables CIP Reserve	20,739			-	20,739
	Mental Health Reserve	200,000			-	200,000
	<b>Nonspendable</b>					
	Advances to other funds	100,000			-	100,000
	Inventory	5,083	-	-	-	5,083
101	<b>General Fund Total</b>	<b>\$20,787,731</b>	<b>\$ 44,013,237</b>	<b>\$ 43,510,679</b>	<b>\$ 502,558</b>	<b>\$21,290,289</b>
103	Insurance Fund	(170,187)	2,940,000	2,364,071	575,929	405,742
104	Street Improvements Program	2,504,708	-	-	-	2,504,708
105	Facilities & Equip. Replacement	1,917,219	1,000	1,014,000	(1,013,000)	904,219
106	Technology Surcharge	7,126	15,000	-	15,000	22,126
108	SR110 General Fund Reserve	-	338,483	338,483	-	-
201	MTA Pedestrian Improvement	(29,951)	-	-	-	(29,951)
205	Prop "A"	1,676,733	656,217	786,453	(130,236)	1,546,497
207	Prop "C"	1,200,047	568,430	607,785	(39,355)	1,160,692
208	TEA/Metro	150,994	-	-	-	150,994
210	Sewer	5,553,148	2,165,551	2,036,174	129,377	5,682,525
211	CTC Traffic Improvement	0	-	-	-	0
213	SB2 Planning Grant	-	160,000	160,000	-	-
215	Street Light & Landscape	274,759	1,292,079	1,603,282	(311,203)	(36,444)
217	Public, Educ. & Gov't. Fund	200,680	11,000	-	11,000	211,680
218	Clean Air Act	149,948	34,700	-	34,700	184,648
219	CalRecycle Local Asst. Grant	35,000	-	-	-	35,000

Fund	Description	06/30/22 Fund Balance	Year-End Revenues	Year-End Expenditures	Revenues Minus Expenses	06/30/23 Year-End Fund Balance
220	Business Improvement Tax	(27,459)	86,500	110,500	(24,000)	(51,459)
223	Gold Line Mitigation Fund	63,213	-	-	-	63,213
226	Mission Meridian Public Garage	(363,004)	-	15,000	(15,000)	(378,004)
228	Housing Authority	100,591	45,528	11,700	33,828	134,419
230	State Gas Tax	893,621	757,620	1,291,418	(533,798)	359,823
232	County Park Bond	121,146	470,000	97,500	372,500	493,646
233	Measure R	1,369,203	399,573	367,415	32,158	1,401,361
234	LACMTA Measure M MAT	-	475,000	475,000	-	-
236	Measure M	1,694,755	448,516	417,415	31,101	1,725,855
237	Road Maint. & Rehab. Acct.	1,214,799	592,093	1,177,186	(585,093)	629,706
238	MSRC Grant	(120,000)	-	-	-	(120,000)
239	Measure W	123,877	251,179	295,270	(44,091)	79,786
240	Measure M MSP	-	250,000	250,000	-	-
241	Measure H	(74,454)	-	57,083	(57,083)	(131,538)
242	Prop C Exchange	48,096	-	-	-	48,096
245	Bike & Pedestrian Paths	4,829	24,172	25,000	(828)	4,001
247	SGVCOG Grants	-	50,000	50,000	-	-
248	BTA Grants	(416,948)	-	-	-	(416,948)
249	Open Streets Grant	223,426	-	-	-	223,426
255	Capital Growth	589,174	40,000	450,000	(410,000)	179,174
260	CDBG	77,514	264,533	131,407	133,126	210,640
270	Asset Forfeiture	201,095	-	60,000	(60,000)	141,095
272	Police Grants - State (COPS)	487,923	102,500	130,000	(27,500)	460,423
274	Homeland Security Grant	(21,011)	44,369	1,240	43,129	22,118
275	Park Impact Fees	1,019,882	166,000	825,000	(659,000)	360,882
276	Historic Preservation Grant	45,102	-	-	-	45,102
277	HSIP Grant	(44,701)	554,365	554,365	-	(44,701)
278	Housing Element Grant	150,000	-	-	-	150,000
295	Arroyo Seco Golf Course	2,046,208	1,634,600	2,048,815	(414,215)	1,631,993
310	Sewer Capital Projects	(392,622)	425,808	425,808	-	(392,622)
327	2000 Tax Allocation Bonds	924,867	-	-	-	924,867
500	Water	84,131,480	15,008,595	12,513,845	2,494,750	86,626,230
503	Water Efficiency Fund	985,737	265,000	210,395	54,605	1,040,342
505	2016 Water Revenue Bonds	(33,720,406)	2,448,838	2,501,050	(52,212)	(33,772,618)
506	SRF Loan - Water	(9,359)	-	264,966	(264,966)	(274,325)
510	Water & Sewer Impact Fees	1,181,112	200,000	-	200,000	1,381,112
550	Public Financing Authority	(4,138,850)	-	531,676	(531,676)	(4,670,525)
927	Redev. Obligations Trust Fund	155,695	196,500	196,500	-	155,695
		<b>71,994,753</b>	<b>33,383,749</b>	<b>34,395,804</b>	<b>(1,012,055)</b>	<b>70,982,697</b>
227	Successor Agency to CRA	(480,170)	196,500	196,500	-	(480,170)
	<b>Successor Agency Total</b>	<b>(480,170)</b>	<b>196,500</b>	<b>196,500</b>	<b>-</b>	<b>(480,170)</b>
	<b>TOTAL CITY &amp; CRA</b>	<b>92,302,314</b>	<b>77,593,486</b>	<b>78,102,983</b>	<b>(509,498)</b>	<b>91,792,816</b>

Acct	Account Title	Actual 2018/19	Actual 2019/20	Unaudited Actual 2020/21	Budgeted 2021/22	Estimated 2021/22	Proposed 2022/23
5310-000	Sewer Service Charges	1,627,051	1,959,372	2,108,764	2,100,551	2,100,551	2,100,551
5315-000	Penalty - Sewer	5,978	3,071	-	5,000	5,000	5,000
5335-000	Water Impact Fees	(160,907)	-	-	-	-	-
<b>Charges for Current Services</b>		<b>1,472,121</b>	<b>1,962,443</b>	<b>2,108,764</b>	<b>2,105,551</b>	<b>2,105,551</b>	<b>2,105,551</b>
5505-000	Miscellaneous	-	-	-	-	-	-
5550-000	Prior Year Adjustment	-	-	-	-	-	-
<b>Other Revenue</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>210 - SEWER TOTAL</b>		<b>1,625,491</b>	<b>2,148,137</b>	<b>2,133,163</b>	<b>2,165,551</b>	<b>2,165,551</b>	<b>2,165,551</b>
5071-006	Federal Grant - Rogan HR 5394	108	-	-	-	-	-
<b>Revenue From Other Agencies</b>		<b>108</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
9911-000	Transfers from Other Fund	-	-	-	23	23	-
<b>Transfers In</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>23</b>	<b>23</b>	<b>-</b>
<b>211 - CTC TRAFFIC IMPROVEMENT TOTAL</b>		<b>108</b>	<b>-</b>	<b>-</b>	<b>23</b>	<b>23</b>	<b>-</b>
XXXX-000	SB2 Planning Grant	-	-	-	-	-	160,000
<b>Revenue From Other Agencies</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,000</b>
<b>213 - SB2 PLANNING GRANT TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,000</b>
4100-000	Street Light Assessments	893,205	890,461	892,903	900,000	900,000	900,000
<b>Assessments &amp; Special Taxes</b>		<b>893,205</b>	<b>890,461</b>	<b>892,903</b>	<b>900,000</b>	<b>900,000</b>	<b>900,000</b>
4800-000	Interest Income	5,018	3,834	1,862	4,000	4,000	4,000
<b>Use of Money &amp; Property</b>		<b>5,018</b>	<b>3,834</b>	<b>1,862</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
5430-000	Damage to City Property	-	-	-	-	-	-
5501-012	Donations - Tree Dedications	4,476	11,727	13,536	10,000	5,000	5,000
<b>Other Revenue</b>		<b>4,476</b>	<b>11,727</b>	<b>13,536</b>	<b>10,000</b>	<b>5,000</b>	<b>5,000</b>
9911-000	Transfers from Other Fund	25,000	200,597	-	68,953	68,953	383,079
<b>Transfers In</b>		<b>25,000</b>	<b>200,597</b>	<b>-</b>	<b>68,953</b>	<b>68,953</b>	<b>383,079</b>
<b>215 - STREET LIGHT &amp; LANDSCAPE TOTAL</b>		<b>927,698</b>	<b>1,106,620</b>	<b>908,301</b>	<b>982,953</b>	<b>977,953</b>	<b>1,292,079</b>
4800-000	Interest Income	2,811	2,398	822	1,000	1,000	1,000
<b>Use of Money &amp; Property</b>		<b>2,811</b>	<b>2,398</b>	<b>822</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
5250-000	PEG Fees	7,104	23,744	9,074	18,000	18,000	10,000
<b>Revenue From Other Agencies</b>		<b>7,104</b>	<b>23,744</b>	<b>9,074</b>	<b>18,000</b>	<b>18,000</b>	<b>10,000</b>
<b>217 - PUBLIC, EDUC., &amp; GOV'T. TOTAL</b>		<b>9,915</b>	<b>26,142</b>	<b>9,896</b>	<b>19,000</b>	<b>19,000</b>	<b>11,000</b>
4800-000	Interest Income	3,621	3,285	1,697	1,500	1,500	1,500
4802-000	Gain / Loss on Investments	58	36	121	-	-	-
4805-000	Unrealized Gain / Loss	1,097	1,326	(1,224)	-	-	-
<b>Use of Money &amp; Property</b>		<b>4,776</b>	<b>4,646</b>	<b>594</b>	<b>1,500</b>	<b>1,500</b>	<b>1,500</b>
5082-000	AB 2766 (SCAQMD) Fees	33,784	33,136	33,243	33,200	33,200	33,200
<b>Revenue From Other Agencies</b>		<b>33,784</b>	<b>33,136</b>	<b>33,243</b>	<b>33,200</b>	<b>33,200</b>	<b>33,200</b>
<b>218 - CLEAN AIR ACT TOTAL</b>		<b>38,561</b>	<b>37,782</b>	<b>33,836</b>	<b>34,700</b>	<b>34,700</b>	<b>34,700</b>
XXXX-000	CalRecycle SB1383 Local Asst. G	-	-	-	-	35,000	-
<b>Revenue From Other Agencies</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>-</b>
<b>219 - CALRECYCLE GRANT TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>-</b>
4800-000	Interest Income	1,380	85	20	500	500	500
<b>Use of Money &amp; Property</b>		<b>1,380</b>	<b>85</b>	<b>20</b>	<b>500</b>	<b>500</b>	<b>500</b>
5412-000	Business Improvement Tax	61,654	53,771	67,454	55,790	55,790	60,000
5412-001	BIT - Filming Permits	29,747	26,615	30,086	22,240	22,240	26,000
<b>Other Revenue</b>		<b>91,401</b>	<b>80,386</b>	<b>97,540</b>	<b>78,030</b>	<b>78,030</b>	<b>86,000</b>
<b>220 - BUSINESS IMPROVEMENT TAX TOTAL</b>		<b>92,781</b>	<b>80,471</b>	<b>97,560</b>	<b>78,530</b>	<b>78,530</b>	<b>86,500</b>
4800-000	Interest Income	1,239	966	299	-	-	-
<b>Use of Money &amp; Property</b>		<b>1,239</b>	<b>966</b>	<b>299</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>223 - GOLD LINE MITIGATION FUND TOTAL</b>		<b>1,239</b>	<b>966</b>	<b>299</b>	<b>-</b>	<b>-</b>	<b>-</b>

Acct	Tsk	Account Title	Unaudited					
			Actual 2018/19	Actual 2019/20	Actual 2020/21	Budgeted 2021/22	Estimated 2021/22	Proposed 2022/23
9160	000	Arroyo Seco Bike & Pedestrian Trail	2,122	5,000	-	-	-	-
9191	000	Orange Grove Signal	6,553	218,956	125,801	22,767	18,100	-
<b>208 - TEA/METRO TOTAL</b>			<b>8,675</b>	<b>223,956</b>	<b>125,801</b>	<b>22,767</b>	<b>18,100</b>	<b>-</b>
9999	000	Depreciation	173,544	268,800	-	-	-	-
9010	000	CIP Expense	-	17,370	498,605	-	-	-
9403	000	Integrated Water & Wastewater	-	-	-	272,985	64,394	-
9407	000	CMMS/Work Order System/GIS	-	-	-	70,000	-	-
9400	000	Sewer System Repair, Rehab & Replcmt	-	-	-	-	-	500,000
<b>210 - SEWER TOTAL</b>			<b>173,544</b>	<b>286,170</b>	<b>498,605</b>	<b>342,985</b>	<b>64,394</b>	<b>500,000</b>
9186	000	CD Permit Management Software	-	-	-	-	-	160,000
<b>213 - SB2 PLANNING GRANT TOTAL</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,000</b>
9311	000	SR 110 Hook Ramp Proj. - City	2,497	-	3,211	-	-	-
<b>214 - ROGAN HR5394 GRANT TOTAL</b>			<b>2,497</b>	<b>-</b>	<b>3,211</b>	<b>-</b>	<b>-</b>	<b>-</b>
9203	001	Street Repairs - 2023	-	-	-	-	-	200,000
<b>230 - STATE GAS TAX TOTAL</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200,000</b>
9354	000	Monterey Road Improvements	50,856	270,116	343,453	79,431	31,773	-
9210	000	Fair Oaks Corridor Improvement	-	-	-	600,000	-	-
9203	000	Street Repairs - 2023	-	-	-	-	-	300,000
<b>233 - MEASURE R TOTAL</b>			<b>50,856</b>	<b>270,116</b>	<b>343,453</b>	<b>679,431</b>	<b>31,773</b>	<b>300,000</b>
9102	003	Fremont/Huntington Mobility Active Transportation Project	-	-	-	-	-	475,000
<b>234 - LACMTA MEASURE M MAT TOTAL</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>475,000</b>
9000	000	CIP for Budgeting	-	86,000	-	-	-	-
9203	003	Street Repairs - 2023	-	-	-	-	-	250,000
<b>236 - MEASURE M TOTAL</b>			<b>-</b>	<b>86,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,000</b>
9010	000	CIP Expenses	-	462,291	451,157	-	-	-
9203	000	Street Repairs - 2023	-	-	-	-	-	585,093
<b>237 - ROAD MAINT. &amp; REHAB. ACCT. TOTAL</b>			<b>-</b>	<b>462,291</b>	<b>451,157</b>	<b>-</b>	<b>-</b>	<b>585,093</b>
9307	000	CNG Fueling Station (MSRC)	7,281	121,567	1,151	-	-	-
<b>238 - MSRC GRANT TOTAL</b>			<b>7,281</b>	<b>121,567</b>	<b>1,151</b>	<b>-</b>	<b>-</b>	<b>-</b>
9000	000	CIP Expenses	-	21,335	-	-	-	-
9364	000	Rio Hondo LRS - Alhambra Wash Treatment System	-	-	-	-	-	5,000
<b>239 - MEASURE W TOTAL</b>			<b>-</b>	<b>21,335</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
9290	000	Grevalia & Fair Oaks Intersection Improvements	-	-	-	-	-	50,000
#####	000	Pedestrian Crossing Devices	-	-	-	-	-	200,000
<b>240 - MEASURE M MSP TOTAL</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,000</b>
9354	000	Monterey Road Improvements	-	148,350	(2,182)	47,890	10,000	-
<b>242 - PROP C EXCHANGE FUNDS</b>			<b>-</b>	<b>148,350</b>	<b>(2,182)</b>	<b>47,890</b>	<b>10,000</b>	<b>-</b>

Acct	Tsk	Account Title	Unaudited					
			Actual 2018/19	Actual 2019/20	Actual 2020/21	Budgeted 2021/22	Estimated 2021/22	Proposed 2022/23
9190	000	Bicycle Parking	-	38,041	-	-	-	-
9287	000	Sidewalk, Curb & Gutter Imprvm	22,735	-	-	-	-	-
9203	000	Street Repairs - 2023	-	-	-	-	-	25,000
<b>245 - BIKE &amp; PEDESTRIAN PATHS TOTAL</b>			<b>22,735</b>	<b>38,041</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,000</b>
9190	000	Bicycle Parking	-	163,178	7,830	-	-	-
9387	000	Bikeway Improvement	101,377	-	-	-	-	-
9388	000	Bicycle Parking	10,289	-	-	-	-	-
<b>248 - BTA GRANTS TOTAL</b>			<b>111,666</b>	<b>163,178</b>	<b>7,830</b>	<b>-</b>	<b>-</b>	<b>-</b>
9161	000	North-South Corridor ITS Deployment Design	-	-	-	-	-	450,000
<b>255 - CAPITAL GROWTH TOTAL</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>450,000</b>
9264	000	Sidewalk Repairs	115,076	-	-	216,567	-	105,126
<b>260 - CDBG TOTAL</b>			<b>115,076</b>	<b>-</b>	<b>-</b>	<b>216,567</b>	<b>-</b>	<b>105,126</b>
9160	000	Arroyo Seco Bike & Pedestrian Trail	70,500	-	-	-	-	-
9190	000	Dog Park	12,874	-	-	-	-	-
9033	000	Grevalia & Berkshire Pocket Parks	-	-	-	-	-	825,000
<b>275 - PARK IMPACT FEES TOTAL</b>			<b>83,374</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>825,000</b>
9192	000	Signal Software Improvements	2,720	-	-	-	-	315,900
9351	000	Rectangular Rapid Flashing Beacon:	-	-	-	-	-	238,465
<b>277 - HSIP GRANT TOTAL</b>			<b>2,720</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>554,365</b>
9999	000	Depreciation	53,366	54,372	-	-	-	-
9157	000	Golf Course/Driving Range Netting Replacement	-	-	-	100,000	-	750,000
<b>295 - ARROYO SECO GOLF COURSE TOTAL</b>			<b>53,366</b>	<b>54,372</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>750,000</b>
9999	000	Depreciation	1,219,634	1,220,757	-	-	-	-
9010	000	CIP Expenses	-	121,975	169,312	-	-	-
9289	000	Graves Reservoir	-	-	1,560,961	116,557	165	-
9300	000	Annual Water Main Repairs	0	66,188	293,178	1,134,628	15,881	1,000,000
9407	000	CMMS/Work Order System/GIS	-	-	-	50,000	-	-
9408	000	Elevated Tanks - Raymond & Bilikie	-	-	-	80,000	-	40,000
9409	000	Westside Reservoir	-	-	-	550,000	-	-
9348	000	Water Facility Site Improvements	-	-	-	-	-	88,000
9349	000	Advanced Metering Infrastructure (AMI)	-	-	-	-	-	150,000
<b>500 - WATER TOTAL</b>			<b>1,219,634</b>	<b>1,408,920</b>	<b>2,023,450</b>	<b>1,931,185</b>	<b>16,046</b>	<b>1,278,000</b>
9010	000	CIP Expenses	-	31,453	89,039	-	-	-
9410	000	Climate Action Plan	-	-	-	120,000	-	-
<b>503 - WATER EFFICIENCY FUND TOTAL</b>			<b>-</b>	<b>31,453</b>	<b>89,039</b>	<b>120,000</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL</b>			<b>2,861,331</b>	<b>4,314,420</b>	<b>4,097,886</b>	<b>6,421,971</b>	<b>756,313</b>	<b>8,897,067</b>



## Non-Departmental Overhead / 101-3041

### Budget Detail

Acct	Tsk	Account Title	Actual	Actual	Unaudited	Budgeted	Estimated	Proposed
			2018/19	2019/20	Actual 2020/21	2021/22	2021/22	2022/23
7131	000	Retiree Health Insurance	575,274	561,272	558,561	600,000	200,000	600,000
		<WAGES & BENEFITS>	575,274	561,272	558,561	600,000	200,000	600,000
8020	000	Special Department Expense	37	-	-	-	-	5,830,000
8060	000	Dues & Memberships	41,683	32,969	29,330	36,000	36,000	1,400
8140	000	Utilities	-	-	400,366	491,682	200,000	495,000
8170	000	Professional Services	73,362	43,643	134,326	130,000	90,000	137,640
8180	000	Contract Services	15,496	10,166	2,262	16,000	5,000	16,000
8191	000	Liability & Surety Bonds	179,308	251,782	346,580	1,080,000	1,080,000	1,190,000
8335	000	Property Tax Admin. Fee	159,390	160,681	171,522	161,000	175,000	176,300
		<OPERATIONS & MAINTENANCE>	469,276	499,240	1,084,385	1,914,682	1,586,000	7,846,340
<b>[101-3041] Non-Dept/Overhead Total</b>			<b>1,044,550</b>	<b>1,060,512</b>	<b>1,642,946</b>	<b>2,514,682</b>	<b>1,786,000</b>	<b>8,446,340</b>

#### PERSONNEL SERVICES

##### 7131 Retirees Health Insurance

Funds retiree health benefits, as called for in each of the respective employee memorandums of understanding (\$600,000).

#### OPERATIONS & MAINTENANCE

##### 8020 Special Department Expense

Funds from the State and Local Fiscal (SLF) Recovery Funds for Council-approved usages (\$5,830,000).

##### 8060 Dues, Memberships, Subscriptions, and Books

Funds City memberships in LAFCO (\$1,400).

##### 8140 Utilities

Funds Citywide water utility usage (\$495,000).

##### 8170 Professional Services

Funds general fund portion of independent accounting services, including interim audits and preparation of FY 21-22 Financial Report Audit (\$23,400), FY 21-22 ACFR (13,600), retiree health actuarial (\$23,000), and a share of Morgan Stanley/Western Asset investment management services (\$28,000). (Total \$137,640)

##### 8180 Contract Services

Funds share of bank armored courier services (\$16,000).

##### 8191 Liability & Surety Bonds

Funds general fund share of commercial liability insurance, automobile liability insurance for City vehicles, environmental liability insurance, and property insurance on City-owned facilities and buildings/contents, and surety and commercial crime bonds provide for City insurance protection for employees and officials (\$300,000).

##### 8335 Property Tax Admin Fee

Funds LA County Fee for property tax calculation and administration (\$176,300).

## Key Performance Indicators

The Public Works Department is committed to improving public engagement and community access to project and program information in Fiscal Year 2022-2023. In addition to completing a department reorganization and recruitment of critical positions, Public Works will implement quarterly newsletters and website project updates to communicate its many endeavors to City stakeholders.

### Public Works Administration & Engineering

- Fulfillment of up to 2,000 service requests annually.
- Process 500 permits for encroachment, excavation, tree replacement, etc.

### Water & Sewer Infrastructure

- Produce sufficient water for South Pasadena, approximately 4,000 acre-feet annually.
- Replace 50-100 meters, 10-12 fire hydrants, and 5-8 water service lines annually.
- Remove and replace up to 1,000 linear feet (LF) of water main pipelines.
- Collect 6,200 meter readings monthly.
- Perform at least 10 area leak detection inspections to identify and repair leaks
- Monthly sewer inspection and maintenance program.

### Street & Sidewalk Maintenance

- Track repair and replacement of City sidewalks, curbs, and gutters.
- Track repair of street potholes.
- Track replacement of damaged asphalt.

### Street/Median Trees & Parks Maintenance

- Plant 80-100 trees annually.
- Increase outreach and education programs regarding landscape & trees maintenance to quarterly.

### Facilities & Street Lights

- LED light conversion for up to 50 street, park, and field lights annually.

### Environmental Programs & Sustainability

- Increase water conservation rebate programs utilization by 25%.
- Provide 3 demonstrations and 2 citywide utility bill inserts/mailings promoting electric leaf blowers.
- Explore hosting quarterly eco-events focused on water conservation and landscaping.

- Provide annual Climate Action Plan update to Council.

### **Customer Service and Response**

- Provide responses to customers within 1 business days, and status updates on service requests with 10 business days.
- Respond to emergencies, including water service/main break leaks within 1 hour.
- Quarterly Updates on programs and projects.

**ATTACHMENT 3**  
City Manager's Budget Message

## ***City Manager's Budget Message*** ***Fiscal Year 2022/2023***

June 15, 2022

Honorable Mayor and City Councilmembers and South Pasadena Community Members:

It is my pleasure to present to you the FY 2022/23 Annual Budget for your review. As we bring down the curtain on a successful 2021-22 year in which we embarked on right-sizing the organization, re-organized departments for maximum functionality, re-established our Capital Improvement Program (CIP), and drafted the first citywide Financial Policies and Procedures, to name a few accomplishments. Our theme of "Going Back to the Basics of Good Governance" was consistent and included in all our efforts. Additionally, we continue to navigate the organization through the ripple effects of the ongoing pandemic.

This guiding document communicates the priorities of the community, and as we continue to align the City's services, programming and focus to the adopted Strategic Plan, we look to you to fund the priorities that you have set. This is the first budget process under our new leadership and administration, and we are committed in bringing better and best practices to the annual budget process, and one that is a comprehensive and collaborative effort. We have held numerous meetings with staff and department directors, review sessions with the Mayor and City Council, and hosted presentations at Finance Commission and a Special Study Session to invite your review, input and guidance on the budget. We have worked hard to align our annual audit and final findings, to ensure the City Council has all pertinent information in their consideration, and moving forward, we will continue to make improvements. You will notice that all departments have identified Key Performance Indicators (KPI's) and a commitment to quantify our accomplishments and efforts, and this information will help to inform and guide future efforts. As we look to see which programs and services are doing well, we take the opportunity to revamp and reimagine other efforts.

This is a status-quo budget, with some adjustments as we bring back our levels of service and programming. Citywide operations are back in full force, and we continue to work on our staffing recruitment and retention and provide all of the services that our community has come to love and expect from the City of South Pasadena. Our staff has served this community through the pandemic, and together we have weathered the impacts of COVID-19 and the ebbs of flows of surge periods together, including impacts to our own health and staffing levels at certain times. While you learn some new names and faces at City Hall and across our organization, we are thrilled to attract professional team members as we define new standards and professionalize the agency while implementing better practices. We look to the future with cautious optimism as we work toward our new theme of 'Recovery, Resilience, and Rebuilding'.

I wish to thank the City Council for their leadership as we continue to work through the restoration of services impacted by the pandemic and continue working for an improved tomorrow. I am also appreciative of South Pasadena residents for their continued support of the City. We look forward to a phenomenal 2022-2023 fiscal year.

Respectfully submitted,

Arminé Chaparyan  
City Manager

## ***FY 2022/23 Annual Budget- Highlights***

### **Revenue**

Economists consider today's economy to be shaky as inflation has severely escalated in 2022, fuel costs have more than doubled in recent months as the tensions overseas continue to build. Nationally, the Country is experiencing supply chain issues as products/deliveries attempt to recover from international issues and the pandemic. Fortunately, however, based on the makeup of South Pasadena, the current climate has not been as damaging as it has been to other cities that have a different revenue base such as tourism-based (transient occupancy tax) or big-box stores-reliant (sales tax). Our city is blessed to be a beautiful bedroom community with a growing business hub, at a time where property values continue to rise and median county property values reach all-time highs. Furthermore, as the overall property tax rate in the City may be in line with other cities, the percentage of what is returned to the city is a very palatable 24 cents on the dollar. The total Property Tax to the General Fund will be an estimated \$18.1 million which represents more than half of total revenues (\$36.1m).

One other interesting revenue note is the stellar performance of the City's new Measure A – “.75 cents” Sales Transaction Tax as it is now outperforming its traditional counterpart the Bradley-Burns 1% Sales Tax (\$3m to \$2.9m). This of course is due to the fact that the Measure A Transaction Tax is transaction-based and any activity traced to South Pasadena will generate the tax. In the new era of online purchases and direct deliveries, this has been a significant revenue stream. Now having been acclimated to this new convenience in life (expedited due the pandemic), we do not anticipate consumers ever reversing this trend.

The American Rescue Plan Act of 2021 created the State and Local Fiscal Recovery Fund (SLFRF) which is a one-time federal grant for pandemic response and recovery, a total of \$6,059,235 in unrestricted funds to the City. These now-unrestricted funds provide an opportunity for the City Council and community to provide input on priority and opportunity uses of the funds to alleviate and shift some otherwise reliance on the General Fund. City Council has taken the time to have fruitful discussion and provided direction to staff on the allocation and prioritization of the funds, as follows:

- \$1 million for COVID-19 Emergency Response (expended and seeking reimbursement via SLFRF and FEMA)
- \$1 million for Fire Department apparatus and replacement of ambulance
- \$3 million for Labor/ Capital Improvement Program (CIP) infusion
- \$300,000 for Public Works Automated Asphalt Truck
- \$530,000 for Citywide technology enhancements
  - \$160,000- Library RFID Automated System
  - \$150,000- Employee Engagement and Retention
  - \$100,000- IT Master Plan
  - \$70,000- Police Electronic Control Device (ECD) Replacements
  - \$50,000- Community Services Registration Software

As part of the budget process, staff is requesting that the City Council finalize the list of how the funds will be spent as the funds must be encumbered by 2024 and spent by 2026.

## Expenditures

The goal for the budget season was to build a status-quo budget that returned the pre-pandemic levels of service and programming. Comparing the upcoming budget expenditure totals to recent years would not be an accurate or fair comparison as the City experienced many closures and unusual expenditures during the pandemic, and this budget was a significant clean-up effort of the past. While there was savings in many of our parks programs, the City experienced increased overtime costs due to insufficient staffing and was required to perform emergency measures and purchases to mitigate the effects of the pandemic. Going forward, we look forward to the return to a full slate of programs in our Senior and Recreation events, classes and programs. We look to re-instate many ventures that were tempered, tabled or went unbudgeted. Some of our expenditure highlights for the upcoming year are:

### Positional changes

Restore Full-time Librarian

Sr. Management Analyst in the creation of a Housing Division

Part-time Code Enforcement Officer for weekends/evenings

Transportation Engineer

Unfreezing of Deputy Chief position

Unfreezing of Officer position

Convert 3 part-time positions to 1 full-time Permit Counter Tech

### Capital items

Workstations for Support Services Division in the Library

Budget for books, DVD's, CD's, E-books in the Library

Fire Air Quality Apparatus (SLFRF funded)

Fire Rescue Ambulance (SLFRF funded)

Breathing Apparatus (SLFRF funded)

Asphalt Pickup Truck (SLFRF funded)

Citywide technology improvements and enhancements (SLFRF funded)

Emergency improvements to Eddy House facility

### Programming

Return of all Senior and Recreation events, classes and programs

Festival of Balloons/Fourth of July Fireworks Show and Event

Construction of Berkshire and Grevelia pocket parks using Impact Fees/grants

### Studies and Programs

Funding for Phase II of Class and Comp Study

Funding for City General Election (November)

Funding for recruitment and employee engagement

Return of Commissioner Congress

Historical Homes Survey

Increase in tree planting budget

Continued exploration of fleet replacements and electrification efforts

Implementation of citywide license plate reader

The City is in the final stages of labor negotiations with employee groups. The result of this finalization will have a financial impact on the upcoming budget.

The grand total of budgeted General Fund expenditures/outflows is \$43.5m with \$24.8m attributable to labor costs, \$11.6m in Maintenance and Operations, \$5.8m SLFRF projects, \$795,000 in Capital and \$383,079 in Transfers Out. The budget as is stands today, when comparing revenues to expenditures is a net positive of \$502,558 (please see schedules).

The chart below summarizes General Fund Operating revenues from FY 2019 to the Proposed FY 2023.

### General Fund Operating Revenue History

Revenue Category	Actual	Actual	Unaudited Actual	Budgeted	Estimated	Proposed
	2018/19	2019/20	2020/21	2021/22	2021/22	2022/23
Property Taxes	15,368,198	15,491,557	17,085,308	16,490,087	17,447,789	18,140,368
Assessments & Special Taxes	330,941	342,237	347,931	357,170	357,170	360,000
Sales Taxes	2,563,117	2,864,474	5,446,338	4,836,713	5,601,838	5,806,000
Utility Users Taxes	3,228,320	3,445,454	3,738,531	3,383,000	4,260,000	4,299,703
Franchise Fees	1,132,910	950,130	1,200,408	1,169,000	1,212,000	1,217,000
License & Permits	892,560	861,697	808,280	819,280	903,280	903,280
Fines & Forfeitures	339,636	264,601	143,449	265,000	265,000	140,000
Use of Money & Property	1,057,074	989,984	4,787,570	438,500	398,500	508,500
Other Agencies	711,179	64,239	955,205	345,000	345,000	345,000
Current Services	3,082,342	2,985,842	3,079,621	3,276,000	3,456,000	3,877,200
All Other Revenues	(2,130,764)	74,367	185,338	89,500	84,500	6,143,735
Reimbursement From Other Funds	483,384	483,384	483,384	483,384	483,384	483,384
<b>Operating GF Revenues</b>	<b>27,058,896</b>	<b>28,817,965</b>	<b>38,261,363</b>	<b>31,952,634</b>	<b>34,814,461</b>	<b>42,224,170</b>

### **General Fund – Operating Expenditures**

The overall General Fund expenditures/outflows, are estimated at \$43.5m. The Operating Expenditure portion is \$41,721,612. This is approximately \$200,000 more than what was budgeted last year. The upcoming budgeted year has an infusion of \$5.8m in SLFRF funds whereas last year had a \$4.4m infusion from a onetime Cell Tower revenue stream.

### General Fund Operating Expenditures By Type

Fd	Category/Fund	Actual	Actual	Unaudited Actual	Budgeted	Estimated	Proposed
		2018/19	2019/20	2020/21	2021/22	2021/22	2022/23
101	Wages & Benefits	17,615,843	19,457,515	22,095,018	22,510,093	22,440,911	23,923,772
101	Operations & Maintenance	6,436,170	6,677,254	6,519,308	10,069,477	8,109,228	15,996,878
101	Capital Outlay	405,680	95,613	39,802	105,500	85,000	284,400
101	Other Expenses	-	-	-	-	-	-
101	Transfer Out	1,860,956	2,451,729	2,521,877	1,498,281	1,498,281	721,562
101	Capital Projects	213,344	-	-	-	-	795,000
	<b>Operating GF Exp</b>	<b>26,531,994</b>	<b>28,682,111</b>	<b>31,176,005</b>	<b>34,183,351</b>	<b>32,133,420</b>	<b>41,721,612</b>

Wages and Benefits make up the “Lion’s Share” of the total expenditures as each year shows a gradual increase.



GENERAL FUND EXPENDITURES BY DEPARTMENT

The chart below shows the General Fund expenditures by department from Fiscal Year 2018 to the present. Of note for this fiscal year:

- Public Safety, composed of the Fire and the Police Department, accounts for 48% of the General Fund budget.
- The Management Services department which includes City Clerk, Information Services, Grants Management, Legal Services, and Human Resource has now been split off from the City Manager’s Office as a new department.
- While the Public Works General Fund portion is only 8%, it is important to note that other functions of the department are accounted for in other funds such as the Water, Sewer and other special funds.

Department/Program Exp	Unaudited					
	Actual 2018/19	Actual 2019/20	Actual 2020/21	Budgeted 2021/22	Estimated 2021/22	Proposed 2022/23
City Council	41,990	45,401	35,890	50,119	50,162	49,194
City Manager	1,142,872	1,512,868	1,577,656	813,119	745,940	1,089,081
Management Services						
Management Services	-	-	-	251,660	215,829	459,346
City Clerk	281,872	113,311	115,512	329,711	307,700	409,359
Elections	58,244	185,743	76,843	165,500	52,750	166,000
Human Resources	453,421	324,830	350,761	685,224	727,405	762,848
Transportation Planning	86,257	12,835	287	-	90	-
Legal Services	331,356	492,566	607,285	450,000	450,000	450,000
Information Systems	547,079	573,881	541,110	601,850	702,250	764,200
Finance						
Finance	1,082,072	755,116	871,011	967,676	903,836	875,851
City Treasurer	9,165	9,211	8,444	9,250	9,250	8,752
Non-Dept/Overhead	1,044,550	1,060,512	1,642,946	2,514,682	1,786,000	8,446,340
Police	8,391,436	9,171,740	10,398,243	9,960,831	9,956,435	10,684,973
Fire						
Fire	4,695,243	5,435,419	6,315,749	6,292,549	6,605,019	6,580,280
Emergency Preparedness	386,516	91,913	31,932	55,000	40,000	55,000
Public Works						
Admin & Engineering	614,100	586,534	618,493	1,017,348	744,746	773,121
Environmental Services	44,051	54	653	83,410	64,210	304,979
Park Maintenance	493,227	497,591	476,793	672,292	496,997	906,969
Facilities Maintenance	640,250	799,206	826,985	971,565	1,002,645	1,018,059
Community Development	1,116,412	1,876,257	1,806,432	3,483,795	2,629,503	2,994,886
Library	1,672,375	1,525,685	1,608,369	1,849,686	1,817,646	1,867,814
Community Services						
Senior Services	336,850	330,809	202,374	396,764	322,451	427,928
Community Services	192,289	172,667	217,223	214,635	201,258	338,866
Recreation and Youth Services	796,066	656,232	323,135	848,404	803,016	771,205
Capital Projects	213,344	-	-	-	-	795,000
Misc/Transfers Out	1,860,956	2,451,729	2,521,877	1,498,281	1,498,281	721,562
<b>Operating GF Expenditures</b>	<b>26,531,994</b>	<b>28,682,111</b>	<b>31,176,005</b>	<b>34,183,351</b>	<b>32,133,420</b>	<b>41,721,612</b>

**ATTACHMENT 4**  
Full Draft Fiscal Year 2022-23 Budget  
([Click Here](#))

**ATTACHMENT 5**  
Final ACFR Draft  
([Click Here](#))



# City Council Agenda Report

ITEM NO. 24

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** H. Ted Gerber, Public Works Director

**SUBJECT:** **Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year 2022-2023**

---

## Recommendation

It is recommended that the City Council, after receiving Public Hearing testimony, adopt the attached resolution confirming the annual levy and collection of assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2022-2023.

## Background

The LLMD provides approximately one million dollars in revenues that exclusively cover the maintenance costs within the LLMD boundaries. The revenue is collected through the County Assessor's Office as part of the property tax rolls. The LLMD estimated cost for FY 2022-2023 is \$1,603,282. The LLMD assessments provide annual funds for the maintenance and operation of traffic signals, street lights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes assessments to cover these costs.

The annual process to levy assessments requires an Engineer's Report that provides the details of the LLMD including the maintenance cost estimate, the method of assessment, the assessment diagram and the assessment roll. The maintenance costs are distributed equitably by assessing properties in accordance with special benefits received. Revenues generated by the LLMD will substantially cover the maintenance costs within the LLMD's service area, which coincides with the City boundaries.

On April 6, 2022, the City Council approved Resolution 7762 authorizing the preparation of the Engineer's Report for the FY 2022-2023 LLMD Assessment. On May 18, 2022, the City Council approved Resolution 7718 approving the Engineer's Report, declaring the intention to levy and collect the assessments and setting the Public Hearing for the LLMD on June 15, 2022 at 7:00 p.m. At tonight's meeting, City Council may confirm the levy and collection of assessments for the FY 2022-2023 by adopting the Resolution in Attachment 1.

**Analysis**

Assessments are computed based on the number of equivalent single-family dwelling units (EDU) in the LLMD. The equivalent dwelling unit calculation is adjusted for commercial, vacant, and multi-residential property in a manner detailed on pages eight and nine in the Engineer’s Report, provided in Attachment 2. Local benefits are divided into four zones depending upon the type of street lighting in the neighborhood.

- Zone 1 - Properties adjacent to major thoroughfares, which are served by higher levels of lighting compared to residential areas.
- Zone 2 - Properties which are primarily residential and served by streetlights owned and maintained by the City.
- Zone 3 - Properties which are primarily residential and served by streetlights owned and maintained by Southern California Edison.
- Zone 4 - Properties in areas without local street lighting, and which pay no local benefit assessment.

The annual assessment rates for a single-family property in each of these zones are as follows:

Zone	Assessment (\$/EDU)		
	City Wide	Local Benefits	Total
1	\$71.26	\$25.85	\$97.12
2	\$71.26	\$32.83	\$104.09
3	\$71.26	\$7.66	\$78.92
4	\$71.26	None	\$71.26

Properties owned by the City (parks, municipal facilities, etc.), the South Pasadena Unified School District, the State (Caltrans properties), or the U.S. Government (post office) are exempt from LLMD assessments.

As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City Council has supported staff’s recommendation to rely on an exemption to Prop 218, that allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled.

In January 2017, a ballot to increase assessments was performed. The final tally of the vote was 60.9% opposed and 39.1% in favor of the new assessments. As a result, assessment rates remained unchanged. In the FY 2022-2023 report, there is no proposed change to the assessments.

### **Next Steps**

As shown in the Attachment 3 schedule, in August 2022, Harris & Associates will submit the assessments to the Los Angeles County (County) Auditor-Controller's Office to include assessments in the property tax bills that are mailed to property owners in the Fall of 2022.

### **Fiscal Impact**

On page five of the Preliminary Engineer's Report, the LLMD estimated cost for FY 2022-2023 is \$1,526,821. This has since been recalculated to \$1,603,282 during the FY 2022-2023 annual budget adoption process. Annual LLMD revenue is approximately one million dollars, and therefore, funds from the City's General Fund cover the shortfall between assessment revenue and LLMD costs as demonstrated in the FY 2022-2023 proposed annual budget (Attachment 4). The consulting services of Harris & Associates have been engaged to prepare the Engineer's Report reflecting individual parcel assessments including recordation with the County.

### **Community Outreach**

The public will have an opportunity to speak on this matter during tonight's Public Hearing. A copy of the attached Engineer's Report is available for viewing on the City's website.

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

The public was made aware that this item was to be considered this evening by Notice of Public Hearing posted in the Pasadena Star News.

### **Attachments:**

1. LLMD Resolution to Confirm Annual Levy and Collection of Assessments for Fiscal Year 2022-2023
2. FY 2022-2023 Street Lighting and Landscaping Maintenance District Assessment Engineer's Report
3. LLMD Proceedings Schedule
4. Proposed FY 2022-2023 Budget Page 18 – Demonstrating General Fund to LLMD Fund Transfer

## **Attachment 1**

# LLMD Resolution to Confirm Annual Levy and Collection of Assessments for Fiscal Year 2022-2023

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
CONFIRMING THE FISCAL YEAR 2022-23 ANNUAL LEVY AND  
COLLECTION OF ASSESSMENTS CERTAIN MAINTENANCE IN  
AN EXISTING DISTRICT PURSUANT TO THE PROVISIONS OF  
DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS  
CODE OF THE STATE OF CALIFORNIA**

**WHEREAS**, the City Council of the City of South Pasadena (City Council), California, has previously formed a Street Lighting and Landscaping Maintenance District pursuant to the terms and provision of the “Landscaping and Lighting Act of 1972,” Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as City of South Pasadena (City), Lighting and Landscaping Maintenance District (District) for Fiscal Year 2022-23; and

**WHEREAS**, on May 18, 2022, the City Council approved the Engineer’s Report and adopted the Resolution of Intention for the annual levy and collection of assessments for Fiscal Year 2022-23 to provide for the costs and expenses necessary for continued maintenance of improvements within said District to set a time and place for a Public Hearing on June 15, 2022 at 7:00 p.m.; and

**WHEREAS**, the proposed assessment rates for Fiscal Year 2022-23 shall not increase over the assessments rates levied in Fiscal Year 2021-22; and

**WHEREAS**, the City Clerk did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

**WHEREAS**, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That upon the conclusion of the Public Hearing, written protest filed, and not withdrawn, are overruled and denied.

**SECTION 3.** That the estimates of costs, the assessment diagram, the assessments, and all other matters, as set forth in the Engineer’s Report,



pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

**SECTION 4.** That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected.

**SECTION 5.** That the City has previously established a special fund known as:

CITY OF SOUTH PASADENA  
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

into which the City shall place all monies collected by the Tax Collector pursuant to the provisions of the resolution and the law and said transfer shall be made and accomplished as soon as said monies have been made available to the City.

**SECTION 6.** That the City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this resolution upon its adoption.

**SECTION 7.** That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

**SECTION 8.** 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 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina A. Muñoz  
Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Christina A. Muñoz, Deputy City Clerk

## **Attachment 2**

# Fiscal Year 2022-23 Street Lighting and Landscaping Maintenance District Assessment Engineer's Report



Harris & Associates



# ENGINEER'S REPORT

CITY OF SOUTH PASADENA  
STREET LIGHTING AND  
LANDSCAPING MAINTENANCE  
DISTRICT

Fiscal Year 2022-23

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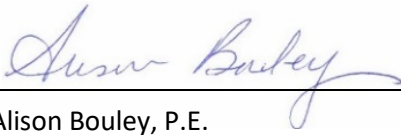
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# 1. CERTIFICATIONS

## ENGINEER'S REPORT CITY OF SOUTH PASADENA STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that she is a Professional Engineer, registered in the State of California.

DATED: May 18, 2022

  
\_\_\_\_\_

BY: Alison Bouley, P.E.  
R.P.E. No. C61383



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Christina Muñoz, Deputy City Clerk  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the \_\_\_ day of \_\_\_\_\_, 2022.

Christina Muñoz, Deputy City Clerk  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

## 2. REPORT

### CITY OF SOUTH PASADENA

### FISCAL YEAR 2022-23

### ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE  
LANDSCAPING AND LIGHTING ACT OF 1972  
SECTION 22500 THROUGH 22679  
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,  
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND  
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT  
(GOVERNMENT CODE SECTION 53750 ET SEQ.)

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of South Pasadena, State of California, in connection with the proceedings for:

### CITY OF SOUTH PASADENA

### STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

Hereinafter referred to as the "Assessment District" or the "District", I, Alison Bouley, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

#### PART A

#### PLANS AND SPECIFICATIONS

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

#### PART B

#### ESTIMATE OF COST

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

## **PART C**

### **METHOD OF APPORTIONMENT**

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels.

## **PART D**

### **ASSESSMENT DIAGRAM**

The Diagram of the District Boundaries showing the exterior boundaries of the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

## **PART E**

### **ASSESSMENT ROLL**

A listing of the amounts to be assessed on each benefited lot or parcel of land within the District in Fiscal Year 2022-23.



### 3. PART A - PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of South Pasadena, and those which may be subsequently constructed, will be operated, serviced and maintained as generally described as follows:

DESCRIPTION OF IMPROVEMENTS  
 FOR THE CITY OF SOUTH PASADENA  
 STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT  
 FISCAL YEAR 2022-23

The proposed improvements for Fiscal Year 2022-23 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

- Landscaping and Appurtenant Facilities. Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk and curb and gutter maintenance adjacent to street trees, and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of said Assessment District.
- Lighting and Appurtenant Facilities. Poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way and easements within the boundaries of said Assessment District. Servicing of the Southern California Edison Company-owned lights shall be furnished by Southern California Edison Company or its successors or assignees and shall be adequate for the intended purpose. Rates for power and maintenance shall be authorized by the Public Utilities Commission, State of California.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Clerk and are incorporated herein by reference.

## 4. PART B – ESTIMATE OF COST

### Estimate of Cost

Estimated costs for Fiscal Year 2022-23 for the construction, operation, servicing and maintenance of the landscaping and lighting facilities described in Part A are shown in the following table.

### ESTIMATE OF COST

<i>Land Use Category</i>	Local	Citywide	District Total
<b>I. Landscape Maintenance</b>			
<i>Street Tree Maintenance</i> <sup>1</sup>	\$0	\$556,171	\$556,171
<i>Street Tree Removal and Replacement</i>	\$0	\$150,000	\$150,000
<i>Median Landscape Maintenance</i>	<u>\$0</u>	<u>\$138,750</u>	<u>\$138,750</u>
<b>Landscape Maintenance Totals:</b>	<b>\$0</b>	<b>\$844,921</b>	<b>\$844,921</b>
<b>II. Street Lighting and Traffic Signals</b> <sup>2</sup>			
<i>Major Thoroughfare Street Lighting</i> <sup>3</sup>	\$52,635	\$157,905	\$210,540
<i>City-Owned Street Lighting</i>	\$87,725	\$0	\$87,725
<i>Edison-Owned Street Lighting</i>	<u>\$52,635</u>	<u>\$0</u>	<u>\$52,635</u>
<i>Street Lighting Subtotal</i>	\$192,995	\$157,905	\$350,900
<i>Traffic Signals</i>	<u>\$0</u>	<u>\$311,000</u>	<u>\$311,000</u>
<b>Street Lighting and Traffic Signal Totals:</b>	<b>\$192,995</b>	<b>\$468,905</b>	<b>\$661,900</b>
<b>III. Other Costs</b>			
<i>Capital Improvements</i>	\$0	\$0	\$0
<i>Damage to City Property</i>	\$0	\$0	\$0
<i>Administrative Costs</i> <sup>4</sup>	<u>\$0</u>	<u>\$20,000</u>	<u>\$20,000</u>
<b>Other Costs Totals:</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>TOTAL COSTS:</b>	<b><u>\$192,995</u></b>	<b><u>\$1,333,826</u></b>	<b><u>\$1,526,821</u></b>
<b>Revenue</b>			
<i>Assessment Revenue FY 2022-23</i>	\$161,915	\$734,370	\$896,285
<i>Non-Assessed Benefit Amount</i>	<u>\$31,080</u>	<u>\$599,456</u>	<u>\$630,536</u>
<b>TOTAL REVENUE:</b>	<b><u>\$192,995</u></b>	<b><u>\$1,333,826</u></b>	<b><u>\$1,526,821</u></b>

- Street tree maintenance costs include city staff costs and contracted costs for street tree maintenance and street tree related sidewalk repair.
- Street lighting costs include city staff costs and electricity. The street lighting total (\$350,900) is allocated 60% to Major Thoroughfare (\$210,540), 25% to City-Owned (\$87,725) and 15% to Edison-Owned (\$52,635).
- Major Thoroughfare street lighting costs (\$210,540) are allocated 25% to Local Zone 1 (\$52,635) and 75% to Citywide (\$157,905).
- Administrative costs include city staff costs and contracted costs to manage the District and process the annual assessment levy.

## Fund Balance

The 1972 Act requires that a special fund be setup for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or to fund costs which are greater than revenue from the assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2022-23 are shown in the following table:

### FUND BALANCE

<i>Description</i>	<i>Amount</i>
<b><i>Fiscal Year 2021-22</i></b>	
<i>Beginning Balance (July 1, 2021)</i>	\$294,946
<i>FY 2021-22 Budget Surplus/(Deficit)</i>	(\$331,596)
<i>Contribution from Other Sources</i>	<u>\$4,800</u>
<b><i>Estimated Ending Balance (June 30, 2022):</i></b>	<b>(\$31,850)</b>
<b><i>Fiscal Year 2022-23</i></b>	
<i>Estimated Beginning Balance (July 1, 2022)</i>	(\$31,850)
<i>Estimated FY 2022-23 Budget Surplus/(Deficit)</i>	(\$630,536)
<i>Estimated Interest Earnings</i>	<u>\$4,800</u>
<b><i>Estimated Ending Balance (June 30, 2023):</i></b>	<b>(\$657,586)</b>

## 5. PART C – METHOD OF APPORTIONMENT

### General

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:



The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

— Streets and Highways Code Section 22573

The 1972 Act permits the designation of areas of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will received different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

### Impact of Proposition 218

In November 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California.

**“Grandfathered” Assessments.** Since the District Assessments were imposed prior to November 5, 1996, they are “grandfathered” under Article XIII D, Section 5(a) of the Constitution, which permits the continuation of assessments existing prior to the effective date of Proposition 218 so long as the assessments are imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Since 1997, the City elected to proceed with the “grandfathering” of the District which has allowed the annual renewal of the District Assessments at the rates that existed when Proposition 218 went into effect. Any increase above such rates must be in compliance with Proposition 218 and requires property-owner approval.

**Maintenance Cost Inflation.** There has been an increase of cost to provide services over the years which have increased the District expenditures. However, the revenues have stayed the same due to the Proposition 218 limitations. As a result, the street light, traffic signal, and tree maintenance have been deferred. In addition, due to combined drought and aging forestry, staff has observed a substantial number of dead and diseased trees along with an increase in the number of claims due to fallen tree branches. As District operations and maintenance costs have increased, either maintenance has been deferred or the City's General Fund has been used to subsidize a portion of the costs. For Fiscal Year 2022-23, it is estimated that the revenue shortfall for the District will be approximately \$630,536.

**Fiscal Year 2017/18 Proposed Assessment Rate Increase.** In an attempt to generate additional revenues and eliminate the General Fund subsidy, the City proposed to form a new assessment District that would replace the existing assessment District if approved by property owners within the District by way of an assessment balloting procedure in compliance with Proposition 218. In January 2017, property owners were asked to vote in favor of, or against, the new District with increased rates that would be sufficient to cover District costs, as well as a built-in annual inflation factor to allow rate escalation to match up with cost inflation. The property owners did not vote in favor of the new District and the existing District remains in place.

## Equivalent Dwelling Unit Assessment Methodology

The Equivalent Dwelling Unit method uses the single family home as the basic unit of assessment. A single family home equals one Equivalent Dwelling Unit (EDU). Every other land-use is converted to EDU's based on an assessment formula appropriate for the City. Multi-family and condominium parcels are converted to EDU's based on the number of dwelling units on each parcel of land. Commercial and Industrial parcels are converted to EDU's based on the lot size of each parcel of land.

**Single Family Residential.** The single family parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the Los Angeles County land-use code are assessed 1 EDU.

**Multi-Family Residential.** Multi-family uses, as well as condominiums, are given a factor of .80 EDU per dwelling unit. Based on data from representative cities in Southern California, the multi-family residential factor of 80 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

**Commercial/Industrial.** Commercial/Industrial properties are designated as commercial, industrial, recreational, institutional or miscellaneous uses per the Los Angeles County land-use codes. In converting improved Commercial/Industrial properties to EDUs, the factor used is the City of South Pasadena's average single family residential lot size of 7,500 square feet, or 5.808 dwelling units per acre. The Commercial/Industrial parcels will be assessed 5.808 EDU for the first acre or any portion thereof, and then 25% of 5.808 EDUs (1.452) for every additional acre or portion thereof, as the utilization of that portion of non-residential property greater than one acre is reduced and will be treated as vacant land. The minimum number of EDUs per parcel will be 1 EDU.

**Vacant Property.** Vacant property is described as parcels with no improved structures. Property values in a community increase when public infrastructure is in place, improved, operable, safe, clean and maintained, all properties, including vacant parcels, receive benefits as this is the basis of their value. Based upon the opinions of professional appraisers, appraising current market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent; in South Pasadena, we find that the average is about 50 percent. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. Therefore, vacant property will be assessed at the rate of 25 percent of improved property.

*Vacant Residential.* Parcels defined as single family residential parcels which do not have structures on the parcels are assessed 25% of a single family dwelling. The parcels will be assessed 0.25 EDU per parcel.

*Vacant Non-Residential.* Parcels defined as parcels which are not single family residential and which do not have structures on the parcel are assessed based upon the acreage of the parcel. The parcels

will be assessed at the rate of 25% of the developed non-residential properties, or 1.452 EDU per acre or any portion thereof, with a minimum of 0.25 EDU per parcel.

Landlocked parcels and small parcels are not assessed; nor are public streets, public properties, utility easements, right-of-way, public schools, public parks, and common areas. These are all exempt parcels.

## EDU Rates by Land Use

The land-use category for each parcel has been based on the Los Angeles County Assessor's Roll. A summary of EDU Rates by Land Use is shown below:

### EDU RATES BY LAND USE

<i>Land Use Category</i>	<i>Basic Unit x EDU Factor</i>	<i>EDU Rates</i>
0 Exempt	1 Dwelling Unit x 0.0	0.00 EDU per Dwelling Unit
1 Single Family Residential (SFR)	1 Dwelling Unit x 1.0	1.00 EDU per Dwelling Unit
2 Multi-Family Residential / Condominiums	1 Dwelling Unit x 0.8	0.80 EDU per Dwelling Unit
3 Commercial / Industrial <i>Based on the average size for SFR lots in the City of 7,500 SF which equals 5.805 Dwelling Units / Acre</i>	1 Acre x 5.808	5.808 EDU per Acre <i>(first acre, minimum 1.00 EDU per Parcel)</i>
	1 Acre x 1.452	1.452 EDU per Acre <i>(after first acre)</i>
4 Vacant – Residential	1 Parcel x 0.25	0.25 EDU per Parcel
5 Vacant – Non-Residential	1 Acre x 1.452	1.452 EDU per Acre <i>(minimum 0.25 EDU per Parcel)</i>

## Inventory of Assessed Parcels

Information from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of South Pasadena's Planning Department was utilized to create the inventory of parcels in the District. The total number of assessed parcels; residential units; commercial, industrial and vacant acreage and calculated EDUs for each land use category are shown in the following table:

### INVENTORY OF ASSESSED PARCELS

<i>Land Use Category</i>	<i>No. of Parcels</i>	<i>Dwelling Units</i>	<i>Acres</i>	<i>EDUs</i>
1 Single Family Residential (SFR)	4,390	4,390	N/A	4,390.00
2 Multi-Family Residential / Condominiums	2,020	6,512	N/A	5,209.60
3 Commercial / Industrial	322	N/A	121.93	650.74
4 Vacant – Residential	185	N/A	N/A	46.25
5 Vacant – Non-Residential	<u>29</u>	<u>N/A</u>	<u>3.51</u>	<u>8.91</u>
<b>District Totals:</b>	<b>6,946</b>	<b>10,902</b>	<b>125.44</b>	<b>10,305.50</b>

## District Benefits

Parcels within the District receive benefit from the maintenance and operation of District improvements. Benefits received by parcels within the District are described below:

Landscaping. All parcels in the City receive benefit from the landscaping maintenance funded by the District. The City maintains trees and miscellaneous shrubbery throughout the City. The trees and shrubbery are located within the public street and sidewalk rights-of-way, including in medians and parkways.

The trees and shrubbery provide an aesthetically pleasing environment, shade, beautification, air purification and sound attenuation. These positive attributes increase the desirability of, and are special and direct benefits to, all properties throughout the City. Furthermore, trees and landscaping, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings.

Lighting. The proper functioning of street lighting is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Proper operation of the street light system is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety.

Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection and therefore increase desirability.

The City costs to administer the maintenance and operations of the improvements, including administration of the District, also provide benefit to all properties in the District.

## Types of Benefit

There are two types of benefits that parcels receive from the maintenance and operation of the improvements as described below.

Citywide Benefits. Benefits which are received by all parcels in the City are considered to be Citywide Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to all parcels within the District.

The maintenance of street trees and leaf debris removal, sidewalk, curb and gutter repair adjacent to trees throughout the City, medians on Huntington Drive, Monterey Avenue and Fair Oaks are Citywide Benefits. All of the landscaping maintenance budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Street lighting on the major thoroughfares provide Citywide Benefits, as all property in the City derive benefit from the convenience, safety and protection of people and property they provide. 75% of the Major Thoroughfare Street Lighting budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Local Benefits. Benefits which are not received by all parcels in the City are considered to be Local Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to only those parcels within the District receiving such benefits.

Parcels that receive their local street lighting from the Edison-owned street lights within the City receive the same amount of Local Benefit and the budget for the Edison street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Similarly, parcels that receive their local street lighting from the City-owned street lights within the City receive the same amount of Local Benefit and the budget for the City street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Parcels that receive their local street lighting from the major thoroughfare street lights receive the same amount of Local Benefit and 25% of the budget for the major thoroughfare street light system is allocated to such benefit, the amount of which is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

## Zones of Benefit

There are two types of benefits that parcels receive from the maintenance and operation of the improvements as described below.

Zone 1. This zone consists of all property which is adjacent to the major thoroughfares in the District. Local Benefit received from the major thoroughfare street lights, equal to 25% of the major thoroughfare street lighting budget is allocated to Zone 1 parcels.

Zone 2. This zone consists primarily of residential property which is served by the City street lighting system. Local Benefit received from the City street lights, equal to 100% of the City street lighting budget is allocated to Zone 2 parcels.

Zone 3. This zone consists primarily of residential property which is served by the Edison street lighting system. Local Benefit received from the Edison street lights, equal to 100% of the Edison street lighting budget, is allocated to Zone 3 parcels.

Zone 4. This zone consists of parcels which do not have Local Benefits from street lighting and, therefore, receive only the Citywide Benefits.

## EDUs Per Zone

Citywide Benefits are allocated to all assessable parcels in the City pro rata based on the total number of Citywide EDUs. Local Benefits are allocated to parcels in their respective Zones pro rata based on the total number of Zone EDUs. The distribution of EDUs per Zone is shown below.

### EDUS PER ZONE

<i>Benefit Zone</i>	EDUs
<i>Zone 1 (Major Thoroughfare Parcels)</i>	1,884.10
<i>Zone 2 (Residential Property – City-Owned Lights)</i>	2,056.16
<i>Zone 3 (Residential Property – Edison- Owned Lights)</i>	5,964.39
<i>Zone 4 (No Local Benefits – Citywide Benefits Only)</i>	<u>400.85</u>
<b>Total EDUs:</b>	<b>10,305.50</b>



## Citywide Benefit

All parcels within the City receive Citywide Benefits. The total amount of Citywide Benefits is shown in the following table:

### CITYWIDE BENEFIT

<i>Budget Item</i>	<i>Benefit Amount</i>
<i>Street Tree Maintenance</i>	\$556,171
<i>Street Tree Removal and Replacement</i>	\$150,000
<i>Median Landscape Maintenance</i>	\$138,750
<i>Major Thoroughfare Street Lighting</i>	\$157,905
<i>Traffic Signals</i>	\$311,000
<i>Capital Improvements</i>	\$0
<i>Damage to City Property</i>	\$0
<i>Administrative Costs</i>	<u>\$20,000</u>
<b>Total Citywide Benefit:</b>	<b>\$1,333,826</b>

## Citywide Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Citywide Benefits are shown below:

### CITYWIDE BENEFIT PER EDU

<i>Budget Item</i>	<i>EDUs</i>
<i>Total Citywide Benefit</i>	\$1,333,826
<i>Divided by Total Citywide EDUs</i>	÷ <u>10,305.50</u>
<i>Calculated Citywide Benefit Per EDU</i>	\$129.43
<b>Maximum Citywide Benefit Per EDU:</b>	<b>\$71.26</b>

## Local Benefit

Parcels located within each Zone receive Local Benefits for their specific Zone. The total amount of Local Benefits for each Zone are shown in the first table on the following page.

## LOCAL BENEFIT

<i>Budget Item</i>	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
<i>Major Thoroughfare</i>	\$52,635	\$0	\$0	\$0	\$52,635
<i>City-Owned Street Lights</i>	\$0	\$87,725	\$0	\$0	\$87,725
<i>Edison-Owned Street Lights</i>	\$0	\$0	\$52,635	\$0	\$52,635
<b>Total Local Benefit:</b>	<b>\$52,635</b>	<b>\$87,725</b>	<b>\$52,635</b>	<b>\$0</b>	<b>\$192,995</b>

### Local Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Local Benefits for each Zone are shown in the following table:

## LOCAL BENEFIT PER EDU

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Total Local Benefit</i>	\$52,635.00	\$87,725.00	\$52,635.00	\$0.00
<i>Divided by Total Zone EDUs</i>	÷ <u>1,884.10</u>	÷ <u>2,056.16</u>	÷ <u>5,964.39</u>	÷ <u>400.85</u>
<i>Calculated Local Benefit Per EDU</i>	\$27.94	\$42.66	\$8.82	\$0.00
<b>Maximum Local Benefit Per EDU:</b>	<b>\$25.86</b>	<b>\$32.83</b>	<b>\$7.66</b>	<b>\$0.00</b>

### Assessment Summary

The calculated assessment amount and the maximum assessment amount for each Zone, including both Citywide Benefits and Local Benefits are shown in the following table:

## ASSESSMENT SUMMARY

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
<i>Calculated Citywide Benefit Assessment</i>	\$243,857	\$266,125	\$771,963	\$51,881	\$1,333,826
<i>Calculated Local Benefit Assessment</i>	<u>\$52,635</u>	<u>\$87,725</u>	<u>\$52,635</u>	<u>\$0</u>	<u>\$192,995</u>
<b>Total Calculated Benefit Assessment:</b>	<b>\$296,492</b>	<b>\$353,850</b>	<b>\$824,598</b>	<b>\$51,881</b>	<b>\$1,526,821</b>
<i>Maximum Citywide Benefit Assessment</i>	\$134,261	\$146,522	\$425,023	\$28,565	\$734,371
<i>Maximum Local Benefit Assessment</i>	<u>\$48,724</u>	<u>\$67,503</u>	<u>\$45,687</u>	<u>\$0</u>	<u>\$161,914</u>
<b>Total Maximum Benefit Assessment:</b>	<b>\$182,985</b>	<b>\$214,025</b>	<b>\$470,710</b>	<b>\$28,565</b>	<b>\$896,285</b>
<b>Non-Assessed Benefit Amount:</b>	<b>\$113,507</b>	<b>\$139,825</b>	<b>\$353,888</b>	<b>\$23,317</b>	<b>\$630,536</b>

## Assessment Rates

The calculated assessment rates and the maximum assessment rate for each Zone, including both Citywide Benefits and Local Benefits, are shown in the following table.

### ASSESSMENT RATES

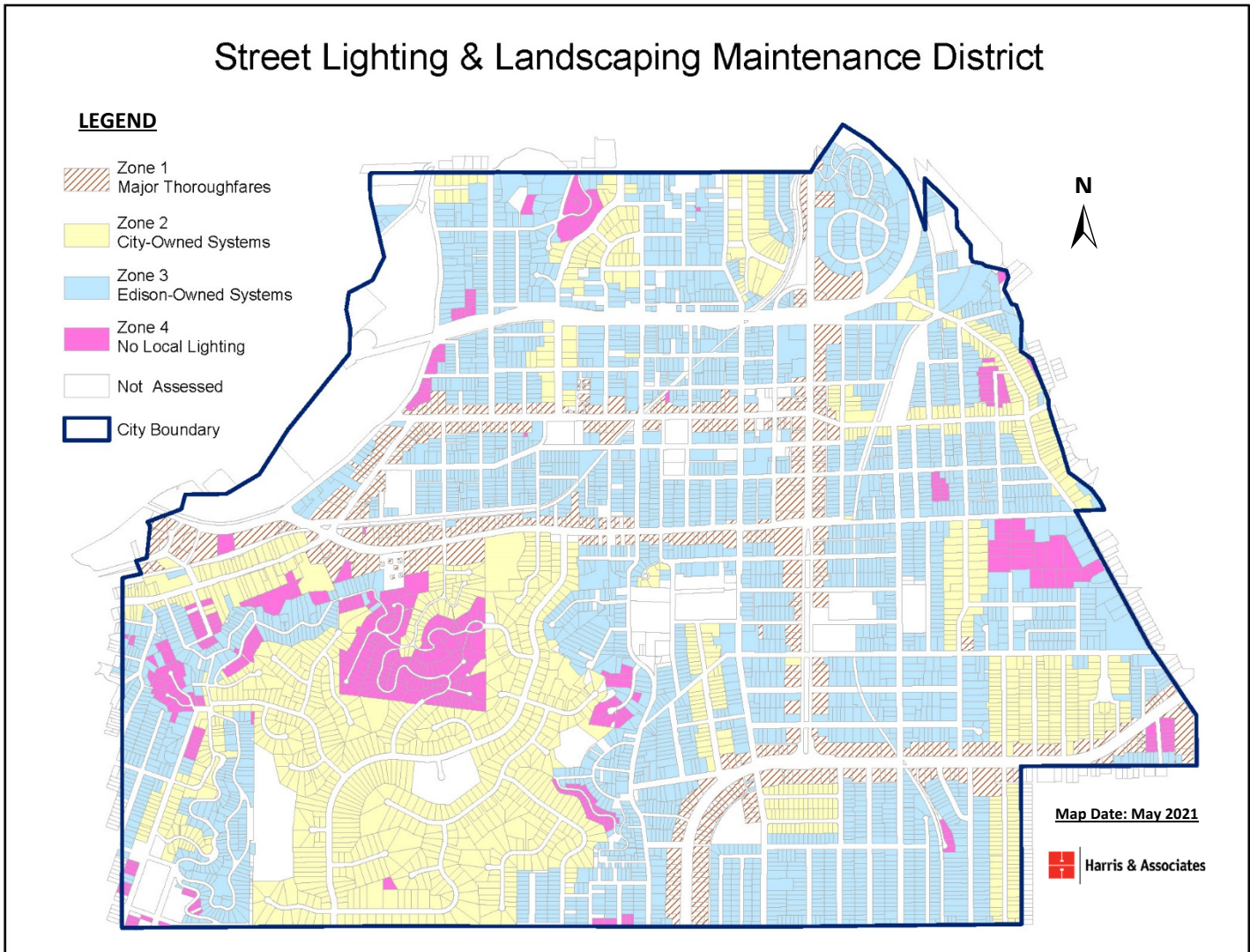
<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Calculated Citywide Rate Per EDU</i>	\$129.43	\$129.43	\$129.43	\$129.43
<i>Calculated Local Rate Per EDU</i>	<u>\$27.94</u>	<u>\$42.66</u>	<u>\$8.82</u>	<u>\$0.00</u>
<b><i>Total Calculated Rate Per EDU:</i></b>	<b>\$157.36</b>	<b>\$172.09</b>	<b>\$138.25</b>	<b>\$129.43</b>
<i>Maximum Citywide Rate Per EDU</i>	\$71.26	\$71.26	\$71.26	\$71.26
<i>Maximum Local Rate Per EDU</i>	<u>\$25.86</u>	<u>\$32.83</u>	<u>\$7.66</u>	<u>\$0.00</u>
<b><i>Total Maximum Rate Per EDU:</i></b>	<b>\$97.12</b>	<b>\$104.09</b>	<b>\$78.92</b>	<b>\$71.26</b>
<b><i>Non-Assessed Rate Per EDU:</i></b>	<b>\$60.24</b>	<b>\$68.00</b>	<b>\$59.33</b>	<b>\$58.17</b>

# 6. PART D – ASSESSMENT DIAGRAM

The boundaries of the District are coterminous with the boundaries of the City of South Pasadena. A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District has been submitted to the office of the City Clerk of the City of South Pasadena, and is hereby made a part hereof by reference.

A copy of the assessment diagram for the District is shown below.

**CITY OF SOUTH PASADENA  
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT  
ASSESSMENT DISTRICT DIAGRAM**



## 7. PART E – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2022-23", which is incorporated by reference herein and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Part D herein, and on the last equalized roll of the Assessor of the County of Los Angeles, which is by reference made part of this report along with the proposed assessment amount for each benefiting parcel.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of South Pasadena.

## **Attachment 3**

# Landscaping Maintenance District Assessment Proceedings Schedule

# City of South Pasadena

## Street Lighting and Landscaping Maintenance District

### FY 2022/23 Assessment Levy Schedule as of March 3, 2022

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### MARCH 4

Harris to review City Council Meeting #1 Staff Report and Resolution and provide comments for council agenda

#### MARCH 15

City staff to begin developing annual budget and Harris to begin updating parcel database and preparing engineer's report

#### APRIL 1

City staff to provide Harris with annual budget information

#### APRIL 6 - 7:00 pm

City Council Meeting #1 (Resolution of Initiation)  
City Council Chambers, 1424 Mission Street

#### APRIL 27

Harris to review City Council Meeting #2 Staff Report and Resolution and provide comments for council agenda, Harris to provide engineer's report for council agenda

#### MAY 18 - 7:00 pm

City Council Meeting #2 (Resolution of Intention)  
City Council Chambers, 1424 Mission Street

#### MAY 26

Harris to review City Council Meeting #3 Staff Report and Resolution and provide comments for council agenda,

#### JUNE 3

Last Day for City to Publish Notice of Public Hearing

#### JUNE 15 - 7:00 pm

City Council Meeting #3 (Public Hearing)  
City Council Chambers, 1424 Mission Street

#### MONTH OF JULY

Harris updates District database parcel changes and prepares levy files. Harris works with City Staff to gather required levy submittal documentation.

#### AUGUST 9

Harris submit levy to County Auditor-Controller for collection. Harris then researches levy rejects, if any, and provides resubmittal information to the County. Upon acceptance of final levy by County, Harris provides levy confirmation to City .

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



## **Attachment 4**

Proposed FY 2022-2023 Budget Page 18 -  
Demonstrating General Fund to LLMD Fund  
Transfer



Acct	Account Title	Actual 2018/19	Actual 2019/20	Unaudited Actual 2020/21	Budgeted 2021/22	Estimated 2021/22	Proposed 2022/23
5310-000	Sewer Service Charges	1,627,051	1,959,372	2,108,764	2,100,551	2,100,551	2,100,551
5315-000	Penalty - Sewer	5,978	3,071	-	5,000	5,000	5,000
5335-000	Water Impact Fees	(160,907)	-	-	-	-	-
	<b>Charges for Current Services</b>	<b>1,472,121</b>	<b>1,962,443</b>	<b>2,108,764</b>	<b>2,105,551</b>	<b>2,105,551</b>	<b>2,105,551</b>
5505-000	Miscellaneous	-	-	-	-	-	-
5550-000	Prior Year Adjustment	-	-	-	-	-	-
	<b>Other Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>210 - SEWER TOTAL</b>	<b>1,625,491</b>	<b>2,148,137</b>	<b>2,133,163</b>	<b>2,165,551</b>	<b>2,165,551</b>	<b>2,165,551</b>
5071-006	Federal Grant - Rogan HR 5394	108	-	-	-	-	-
	<b>Revenue From Other Agencies</b>	<b>108</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
9911-000	Transfers from Other Fund	-	-	-	23	23	-
	<b>Transfers In</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>23</b>	<b>23</b>	<b>-</b>
	<b>211 - CTC TRAFFIC IMPROVEMENT TOTAL</b>	<b>108</b>	<b>-</b>	<b>-</b>	<b>23</b>	<b>23</b>	<b>-</b>
XXXX-000	SB2 Planning Grant	-	-	-	-	-	160,000
	<b>Revenue From Other Agencies</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,000</b>
	<b>213 - SB2 PLANNING GRANT TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
4100-000	Street Light Assessments	893,205	890,461	892,903	900,000	900,000	900,000
	<b>Assessments &amp; Special Taxes</b>	<b>893,205</b>	<b>890,461</b>	<b>892,903</b>	<b>900,000</b>	<b>900,000</b>	<b>900,000</b>
4800-000	Interest Income	5,018	3,834	1,862	4,000	4,000	4,000
	<b>Use of Money &amp; Property</b>	<b>5,018</b>	<b>3,834</b>	<b>1,862</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
5430-000	Damage to City Property	-	-	-	-	-	-
5501-012	Donations - Tree Dedications	4,476	11,727	13,536	10,000	5,000	5,000
	<b>Other Revenue</b>	<b>4,476</b>	<b>11,727</b>	<b>13,536</b>	<b>10,000</b>	<b>5,000</b>	<b>5,000</b>
9911-000	Transfers from Other Fund	25,000	200,597	-	68,953	68,953	383,079
	<b>Transfers In</b>	<b>25,000</b>	<b>200,597</b>	<b>-</b>	<b>68,953</b>	<b>68,953</b>	<b>383,079</b>
	<b>215 - STREET LIGHT &amp; LANDSCAPE TOTAL</b>	<b>927,698</b>	<b>1,106,620</b>	<b>908,301</b>	<b>982,953</b>	<b>977,953</b>	<b>1,292,079</b>
4800-000	Interest Income	2,811	2,398	822	1,000	1,000	1,000
	<b>Use of Money &amp; Property</b>	<b>2,811</b>	<b>2,398</b>	<b>822</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
5250-000	PEG Fees	7,104	23,744	9,074	18,000	18,000	10,000
	<b>Revenue From Other Agencies</b>	<b>7,104</b>	<b>23,744</b>	<b>9,074</b>	<b>18,000</b>	<b>18,000</b>	<b>10,000</b>
	<b>217 - PUBLIC, EDUC., &amp; GOV'T. TOTAL</b>	<b>9,915</b>	<b>26,142</b>	<b>9,896</b>	<b>19,000</b>	<b>19,000</b>	<b>11,000</b>
4800-000	Interest Income	3,621	3,285	1,697	1,500	1,500	1,500
4802-000	Gain / Loss on Investments	58	36	121	-	-	-
4805-000	Unrealized Gain / Loss	1,097	1,326	(1,224)	-	-	-
	<b>Use of Money &amp; Property</b>	<b>4,776</b>	<b>4,646</b>	<b>594</b>	<b>1,500</b>	<b>1,500</b>	<b>1,500</b>
5082-000	AB 2766 (SCAQMD) Fees	33,784	33,136	33,243	33,200	33,200	33,200
	<b>Revenue From Other Agencies</b>	<b>33,784</b>	<b>33,136</b>	<b>33,243</b>	<b>33,200</b>	<b>33,200</b>	<b>33,200</b>
	<b>218 - CLEAN AIR ACT TOTAL</b>	<b>38,561</b>	<b>37,782</b>	<b>33,836</b>	<b>34,700</b>	<b>34,700</b>	<b>34,700</b>
XXXX-000	CalRecycle SB1383 Local Asst. G	-	-	-	-	35,000	-
	<b>Revenue From Other Agencies</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>-</b>
	<b>219 - CALRECYCLE GRANT TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>-</b>
4800-000	Interest Income	1,380	85	20	500	500	500
	<b>Use of Money &amp; Property</b>	<b>1,380</b>	<b>85</b>	<b>20</b>	<b>500</b>	<b>500</b>	<b>500</b>
5412-000	Business Improvement Tax	61,654	53,771	67,454	55,790	55,790	60,000
5412-001	BIT - Filming Permits	29,747	26,615	30,086	22,240	22,240	26,000
	<b>Other Revenue</b>	<b>91,401</b>	<b>80,386</b>	<b>97,540</b>	<b>78,030</b>	<b>78,030</b>	<b>86,000</b>
	<b>220 - BUSINESS IMPROVEMENT TAX TOTAL</b>	<b>92,781</b>	<b>80,471</b>	<b>97,560</b>	<b>78,530</b>	<b>78,530</b>	<b>86,500</b>
4800-000	Interest Income	1,239	966	299	-	-	-
	<b>Use of Money &amp; Property</b>	<b>1,239</b>	<b>966</b>	<b>299</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>223 - GOLD LINE MITIGATION FUND TOTAL</b>	<b>1,239</b>	<b>966</b>	<b>299</b>	<b>-</b>	<b>-</b>	<b>-</b>



# City Council Agenda Report

ITEM NO. 25

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Ted Gerber, Public Works Director  
Arpy Kasparian, Environmental Services & Sustainability Manager

**SUBJECT:** **Recommendation to Approve Proposed Fiscal Year 2022-23  
Water Conservation Program and Adopt a Resolution  
Declaring a Stage 2: Serious Water Supply Shortage**

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## Recommendation

It is recommended that the City Council:

1. Approve the proposed Water Conservation Programs for the 2022-23 fiscal year; and
2. Adopt a resolution declaring a Stage 2: Serious Water Supply Shortage, as detailed in South Pasadena Municipal Code (SPMC) Chapter 35: Water.

## Background

Since the State of California declared a drought in January 2014, the City of South Pasadena has made a concerted effort to increase water conservation and improve water efficiency, including creating and implementing a Water Conservation Program. When the 2014 drought state of emergency was rescinded, provisions of Executive Order B-37-16, "Making Conservation a California Way of Life," remained in full force and effect. The City remains committed to continuing its conservation efforts. In November 2019, the South Pasadena Green Action Plan (Green Plan) was adopted with a goal to "Enhance Water Conservation Projects and Programs." The plan includes actions such as evaluating the feasibility of a greywater rebate program, promoting water conservation rebates offered by the Metropolitan Water District, and providing educational materials and expert advice on water conservation practices. The Water Conservation Program is reviewed by the Natural Resources and Environmental Commission (NREC) and approved by City Council annually.

On March 28, 2022, Governor Gavin Newsom signed Executive Order N-7-22 requiring local water suppliers move to "Level 2" of their water shortage contingency plans, and prohibits watering of non-functional turf. On April 26, 2022, the Metropolitan Water District (MWD) Board of Directors declared a Water Shortage Emergency Condition and adopted an Emergency Water Conservation Program for areas that are dependent on

State Water Project (SWP) supplies. On May 11, 2022, the Upper San Gabriel Valley Municipal Water District (Upper District) Board of Directors also adopted an Emergency Water Conservation Program encouraging all of Upper District’s retail water agencies (including the City) to reduce water use by twenty percent (20%) and limit outdoor irrigation to two (2) days per week.

**Analysis**

Annually, the City Council has adopted a water conservation program that includes rebates, education/outreach, water conservation material, and projects to promote water conservation throughout the City.

With a total budget of \$115,000 for the water conservation program, the following table shows the budgeted allocations for each program for the current fiscal year (2021-2022). The table also includes expended funds for the MWD rebates as of April 30, 2022 and the expended funds for City rebates, water-use surveys, and water conservation promotion as of April 30, 2022. Lastly, the table includes the proposed budget allocations for Fiscal Year 2022-2023.

Given the low participation in rebates, especially for the commercial programs, Staff proposes to reduce the allocations for MWD Commercial and City Commercial rebates from \$20,000 each to \$10,000 each, and instead appropriate the funding to add a Greywater Pilot Program in the amount of \$20,000.

<b>Proposed FY 2022-23 vs. Budgeted and Expended FY 2021-22 Water Conservation Rebate and Program Funding</b>				
<b>Water Conservation Rebate/Program</b>	<b>FY 2021-22 Budgeted</b>	<b>FY 2021-22 Expended (July 1 – April 30)</b>	<b>FY 2022-23 Proposed</b>	<b>Difference from FY 2021-22 to FY 2022-23</b>
MWD Additional Rebate Funding – <b>Residential</b>	\$25,000	\$10,699.67	\$25,000	-
MWD Additional Rebate Funding – <b>Commercial</b>	\$20,000	\$750	\$10,000	(\$10,000)
City Rebate Program - <b>Residential</b>	\$20,000	\$2,494.41	\$20,000	-
City Greywater Rebate Pilot Program – <b>Residential Only</b>	-	-	\$20,000	\$20,000
City Rebate Program - <b>Commercial</b>	\$20,000	\$0.00	\$10,000	(\$10,000)

<b>Proposed FY 2022-23 vs. Budgeted and Expended FY 2021-22 Water Conservation Rebate and Program Funding</b>				
<b>Water Conservation Rebate/Program</b>	<b>FY 2021-22 Budgeted</b>	<b>FY 2021-22 Expended (July 1 – April 30)</b>	<b>FY 2022-23 Proposed</b>	<b>Difference from FY 2021-22 to FY 2022-23</b>
Water-Use Surveys	\$5,000	\$0.00	\$5,000	-
Water Conservation Promotion	\$25,000	\$0.00	\$25,000	-
<b>TOTAL:</b>	<b>\$115,000</b>	<b>\$13,944.08</b>	<b>\$115,000</b>	<b>-</b>

The following conservation programs are proposed for Fiscal Year 2022-23:

City Co-Funded Metropolitan Water District Rebates

The Metropolitan Water District (MWD) offers residential and commercial rebates on indoor and outdoor devices as well as turf removal through their SoCalWater\$mart Program. In addition, the City adds supplemental funds to these rebates. Residents and business owners can apply for these rebates directly through the SoCalWater\$mart website and receive rebate checks that include both the MWD rebate and City contributions. Per NREC’s analysis and recommendation, co-funding amounts for the 2022-23 fiscal year will be increased for several items. See Tables 1 and 2 in Attachment 1 for a complete list of MWD rebates and changes to the City co-funding amounts for Fiscal Year 2022-23.

City Rebate Program

In addition to the MWD rebates, the City of South Pasadena implements its own program that offers rebates on water conservation devices and landscaping that are not offered through MWD. The City rebates address local water conservation needs and further encourage South Pasadena residents and business owners to implement water saving practices and play an active role in conserving our water sources. The City currently offers rebates for water efficient plants, native trees, drip irrigation conversion, and rotating sprinkler nozzles. Per NREC’s analysis and recommendation, rebate amounts for the 2022-23 fiscal year will be increased, the rotating sprinkler nozzle rebate will be removed, and City rebates for high efficiency dishwashers and multi-family clothes washers will be added. See Table 3 in the attachment for a complete list of changes to the City rebates for Fiscal Year 2022-23.

### Greywater Pilot Program

Greywater is relatively clean wastewater from baths, sinks, washing machines, and other kitchen appliances. Instead of flushing greywater down the sewer, systems can be installed in homes to divert greywater to be used for other purposes such as watering gardens or landscaping, thus conserving water. The Fiscal Year 2022-23 Water Conservation Program will include a budget for a Greywater Pilot Program in the amount of \$20,000. The preliminary program plans include workshops on greywater systems with an emphasis on Laundry-to-Landscape systems, which drain used laundry washing machine greywater from the household plumbing system to an outdoor garden. The program would also include a rebate for materials used to install a Laundry to Landscape system in the amount of \$300 per household.

### Residential and Commercial Water-Use Assessments

The City has partnered with San Gabriel Valley Council of Governments (SGVCOG) to promote their 'eSGV Program' (formerly known as the EASY Program), which offers free energy and water assessments for homeowners as well as renters. Assessments can be completed virtually or in person. Residents can expect to receive a report with a list of steps they can take to conserve energy and water. City staff are working with SGVCOG to promote this program in conjunction with the rebate program.

### Water Conservation Promotional Materials and Activities

Since the pandemic, promotion for the water conservation program has been mostly virtual via the City blog, e-newsletter, and the City website at limited cost. Staff expects to continue these virtual efforts and boost promotion through additional efforts with higher visibility. These efforts include updating the water bills to include information on rebates, water restrictions, and reporting water waste; creating a free water conservation kit for residents, which would include buckets, low-flow aerators, and hose nozzles; installing water conservation street banners in partnership with Upper District; working with local vendors to display point-of-sale signage; and other print media. Funds can also be used for events, programs, outreach, and community classes related to water conservation education.

## **Declaring Stage 2: Water Supply Shortage**

According to the Department of Water Resources (DWR), the water year that ended Sept. 30, 2021 was the second driest on record. Although December 2021 brought substantial rain and snowfall, insufficient precipitation in early 2022, including the driest January and February in recorded history, has left California in extreme drought conditions.

On April 26, 2022, the MWD Board of Directors declared a Water Shortage Emergency Condition and adopted an Emergency Water Conservation Program for areas that are dependent on State Water Project (SWP) supplies. On May 11, 2022, the Upper San Gabriel Valley Municipal Water District (Upper District) Board of Directors also adopted

an Emergency Water Conservation Program encouraging all of Upper District’s retail water agencies (including the City of South Pasadena) to reduce water use by 20 percent and limit outdoor irrigation to two days per week.

In response to these extreme drought conditions, staff recommends the City move from Stage 1: Moderate Water Supply Shortage to a Stage 2: Serious Water Supply Shortage per the South Pasadena Municipal Code:

<p align="center"><b>Stage 1: Moderate Water Supply Shortage</b></p>	<p align="center"><b>Stage 2: Serious Water Supply Shortage</b></p>
<p align="center"><u>Limits on Watering Days</u></p> <p>Overhead watering of lawn, landscape or other vegetated areas is limited to three (3) designated days per week.</p> <ul style="list-style-type: none"> <li>• Addresses ending in an even number: Monday, Wednesday, and Friday</li> <li>• Addresses ending in an odd number: Tuesday, Thursday, and Saturday</li> </ul>	<p align="center"><u>Limits on Watering Days</u></p> <p>Overhead watering of lawn, landscape or other vegetated areas is limited to two (2) designated days per week.</p> <ul style="list-style-type: none"> <li>• Addresses ending in an even number: Monday and Thursday</li> <li>• Addresses ending in an odd number: Tuesday and Friday</li> </ul>
<p align="center"><u>Obligation to Fix Leaks, Breaks or Malfunctions</u></p> <p>All leaks, breaks or other malfunctions shall be repaired within seventy-two (72) hours of notification.</p>	<p align="center"><u>Obligation to Fix Leaks, Breaks or Malfunctions</u></p> <p>All leaks, breaks or other malfunctions shall be repaired within forty-eight (48) hours of notification.</p>
<p align="center"><u>Limits on Filling Ornamental Lakes or Ponds</u></p> <p align="center">None.</p>	<p align="center"><u>Limits on Filling Ornamental Lakes or Ponds</u></p> <p>Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.</p>
<p>Recommended ten percent (10%) water reduction for all customers.</p>	<p>Recommended twenty percent (20%) water reduction for all customers.*</p>

\*The 20% reduction shall be calculated on an annual consumption basis (total units used from July 1, 2022 through June 30, 2023 compared to same period in the prior year).

Exceptions:

Stage 2 water restrictions apply to any person in the use of any potable water except for the following water uses:

- (a) Water necessary for public health and safety including fire suppression
- (b) Any use of recycled water
- (c) The use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for resale
- (d) Hillside areas recovering from fire
- (e) Landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two gallons of water per hour
- (f) Watering or irrigating by use of a hand-held bucket or similar container
- (g) Watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including vegetable gardens, fruit trees and shrubs, intended for consumption.

Permanent Water Conservation Requirements:

The following water conservation requirements are effective at all times regardless of what water supply stage the City is in:

- (a) Watering between the hours of 9:00 a.m. and 5:00 p.m. is prohibited
- (b) Excessive water run-off from sprinklers/irrigation is prohibited
- (c) Watering during periods of rain and 48 hours after is prohibited
- (d) Washing down hard or paved surfaces is prohibited
- (e) Vehicles must be washed with a hose equipped with a shut-off device
- (f) Watering is limited to 15 minutes
- (g) Using water to clean, fill or maintain levels in decorative fountains, ponds or other similar aesthetic structures is prohibited unless the structure uses a recirculating water system

Reporting and Enforcement:

As is current practice, Public Works field staff will first issue door hangers to notify and educate residents and businesses of observed violations and water conservation regulations and will escalate enforcement to include fines for repeated violations as indicated in the next section. Residents and businesses can also report any observed violations by calling the Public Works Department at (626) 403-7240 or by emailing [waterconservation@southpasadenaca.gov](mailto:waterconservation@southpasadenaca.gov).

Stage 2 regulations will be effective immediately after the adoption of the resolution. Enforcement will begin July 1, 2022 to allow the promotion of adequate outreach to residents and businesses, and will stay in effect until further announcement by the City Council.

Penalties:

Per South Pasadena Municipal Code Section 35.90-95, monetary penalties will be issued for water customers who violate any of the water conservation requirements. Penalties are as follows:

		<b>Fine:</b> Residential customers + water meters less than two inches	<b>Fine:</b> Nonresidential customers with water meters two inches or larger
Warning	Customer will receive a door hanger indicating violation observed.	\$0	\$0
First Violation	Customer will receive a mailed written notice of violation indicating violation observed.	\$0	\$0
Second Violation	A second violation within the preceding twelve months is punishable by a fine. Customer will receive a bill in the mail.	\$100	\$200
Third Violation	A third violation within the preceding twelve calendar months is punishable by a fine. Customer will receive a bill in the mail.	\$200	\$400
Fourth and Subsequent Violations	After a fourth or subsequent violation, the department may elect to impose a fine and disconnect a customer's service. Customer will receive a bill in the mail.	\$500; potential service disconnection	\$1,000; potential service disconnection

**Conservation Efforts at City Facilities**

The City is altering watering practices at facilities with non-functional turf, i.e. grassy areas that are ornamental and not used for human recreation. In South Pasadena, this includes medians and locations such as the South Pasadena Rock Sign, but excludes school fields, sports fields, and parks. Median irrigation system are currently being reconfigured to cease turf watering, and provide drip irrigation to trees and similar vegetation.

**Fiscal Impact**

The FY 2021-22 Budget included \$115,000 under the City's Water Conservation Fund (Account No. 503-6010-6713-8032) which can only pay for water conservation projects. The water conservation budget for FY 2022-23 will remain the same as the previous fiscal year. The revenue for water conservation programs is collected through a water efficiency fee of \$0.14 per unit of water billed to all city water customers.



### **Community Outreach**

Staff will continue to work diligently to educate the public on the importance of conserving water and inform them of the various conservation programs available. The following is a list of outreach efforts for the FY2022-23 Water Conservation Program and implementation of the Stage 2: Serious Water Supply Shortage.

- |                                |  |
|--------------------------------|--|
| <b>Upon Approval</b>           | <ul style="list-style-type: none"><li>• Promote water conservation program and regulations via City Blog, July Neighborhood Pulse, City Social Media, and City website</li></ul>   |
| <b>July 1, 2022</b>            | <ul style="list-style-type: none"><li>• New city rebate amounts effective</li><li>• Enforcement for water regulations begins</li></ul>   |
| <b>July 15, 2022</b>           | <ul style="list-style-type: none"><li>• Street banner(s) to be installed</li><li>• Water bills to contain inserts with information on rebates and new regulations</li></ul>  |
| <b>July &amp; August, 2022</b> | <ul style="list-style-type: none"><li>• New MWD rebate amounts effective (exact date to be determined)</li><li>• Install point-of-sale signage at local hardware stores</li><li>• Tabling at community events including Farmer's Market and Summer Concert Series</li><li>• Begin eSGV home assessments</li><li>• Provide free water conservation kits</li><li>• Begin Greywater Workshops</li></ul> |
| <b>Fall 2022</b>               | <ul style="list-style-type: none"><li>• Host Compost &amp; Mulch Giveaway Day</li><li>• 2<sup>nd</sup> Greywater Workshop</li></ul>  |
| <b>Winter 2022</b>             | <ul style="list-style-type: none"><li>• 3<sup>rd</sup> Greywater Workshop</li></ul>  |
| <b>Spring 2023</b>             | <ul style="list-style-type: none"><li>• 4<sup>th</sup> Greywater Workshop</li></ul>  |

### **Commission Review and Recommendation**

This matter was reviewed by the Natural Resources and Environmental Commission. The Commission recommends that the City Council approve the proposed water conservation program and supports the implementation of Stage 2: Serious Water Supply Shortage.

#### **Attachments:**

1. Proposed MWD and City Residential and Commercial Rebates FY 22-23
2. Resolution to Declare a Stage 2: Serious Water Supply Shortage
3. South Pasadena Municipal Code Chapter 35 Article IV & V

**ATTACHMENT 1**  
Proposed FY 2022-23 Water Conservation  
Rebates

Water Conservation Program Rebates

**Table 1 and Table 2:** The tables below summarize the proposed changes to the co-funding amounts for the FY 2022-23 MWD rebates.

<b>Table 1: MWD <u>Residential</u> Rebates – FY 2022-23</b>			
<b>Rebate</b>	<b>MWD Incentive</b>	<b>City's Incentive</b>	<b>Total Customer Incentive</b>
High Efficiency Clothes Washer	\$85	<del>\$165</del> -\$415	<del>\$250</del> \$500
Premium High-Efficiency Toilet (1.1 gallon per flush)	\$40	<del>\$110</del> -\$260	<del>\$150</del> \$300
Rotating Sprinkler Nozzles	\$2	\$0	\$2
Weather Based Irrigation Controller (less than one acre)	\$80	<del>\$100</del> \$170	<del>\$180</del> \$250
Weather Based Irrigation Controller (one acre or more)	\$35 per station	<del>\$15</del> \$65 per station	<del>\$50</del> \$100 per station
Soil Moisture Sensor System (less than one acre)	\$80	\$70	\$150
Soil Moisture Sensor System (one acre or more)	\$35 per station	\$15 per station	\$50 per station
Rain Barrel	\$35	\$0	\$35
Cistern (200-500 gallons)	\$250	\$0	\$250
Cistern (501-999 gallons)	\$300	\$0	\$300
Cistern (1000+ gallons)	\$350	\$0	\$350
Flow Monitor Device (Pilot)	\$100	<del>\$0</del> -\$100	<del>\$100</del> \$200
Turf Removal	\$2 per ft <sup>2</sup> (up to 5,000ft <sup>2</sup> )	<del>\$4</del> \$2 per ft <sup>2</sup> (up to 1,500ft <sup>2</sup> )	<del>\$3</del> \$4 per ft <sup>2</sup>
Note: The strikethrough values represent current funding amounts to be replaced with newly proposed funding amounts.			

<b>Table 2: MWD Commercial Rebates – FY 2022-23</b>			
<b>Rebate</b>	<b>MWD Incentive</b>	<b>City's Incentive</b>	<b>Total Customer Incentive</b>
Plumbing Flow Control Valve	\$5	<del>\$0</del> \$5	<del>\$5</del> \$10
Laminar Flow Restrictors	\$10	<del>\$0</del> \$10	<del>\$10</del> \$20
Premium High-Efficiency Toilet (1.1 gallon per flush) - Commercial	\$40	<del>\$110</del> \$260	<del>\$150</del> \$300
Premium High-Efficiency Toilet (1.1 gallon per flush) - Multifamily	\$40	<del>\$110</del> \$260	<del>\$150</del> \$300
Zero Water Urinals	\$200	<del>\$0</del> \$100	<del>\$200</del> \$300
Ultra Low Water Urinal	\$200	<del>\$0</del> \$100	<del>\$200</del> \$300
Weather Based Irrigation Controller (one acre or more)	\$35 per station	<del>\$15</del> \$65 per station	<del>\$50</del> \$100 per station
Central Computer Irrigation Controller	\$35 per station	<del>\$0</del> \$35	<del>\$35</del> \$70 per station
Soil Moisture Sensor System (one acre or more)	\$35 per station	\$15 per station	\$50 per station
Large Rotary Nozzles	\$13 per set	<del>\$0</del> \$13	<del>\$13</del> \$26 per set
Rotating Sprinkler Nozzles	\$2	<del>\$0</del> \$2	<del>\$2</del> \$4
In-Stem Flow Regulator	\$1	<del>\$0</del> \$1	<del>\$1</del> \$2
pH-Cooling Tower Controller	\$1,750	\$0	\$1,750
Cooling Tower Conductivity Controller	\$625	\$0	\$625
Dry Vacuum Pump	\$125 per 0.5 HP	\$0	\$125 per 0.5 HP
Connectionless Food Steamers	\$485 per compartment	<del>\$0</del> \$485	<del>\$485</del> \$970 per compartment
Ice-Making Machines	\$1,000	<del>\$0</del> \$1,000	<del>\$1,000</del> \$2,000

Turf Removal	\$2 per ft <sup>2</sup> (up to 50,000ft <sup>2</sup> )	<del>\$0.50</del> \$2 per ft <sup>2</sup> (up to 1,500ft <sup>2</sup> )	<del>\$2.50</del> \$4 per ft <sup>2</sup>
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Note: The strikethrough values represent current funding amounts to be replaced with newly proposed funding amounts.

**Table 3:** The table below summarizes the current FY 2021-22 and proposed FY 2022-23 City Rebate Program.

<b>Table 3: City Rebate Program</b>		
<b>Commercial and Residential Rebate</b>	<b>Rebate Amount (FY 2021-22)</b>	<b>Proposed Rebate Amount (FY 2022-23)</b>
Water Efficient (Drought Tolerant) Plants	Up to \$600	Up to \$1,200
Native Trees (10 trees maximum)	\$50 per tree	\$100 per tree
Drip Irrigation Conversion	Up to \$150	Up to \$300
Rotating Sprinkler Nozzles (10-29 nozzles)	\$2 per nozzle	removed
High Efficiency Dishwashers	-	Up to \$500
High Efficiency Clothes Washer <b>(Multifamily)</b>	-	Up to \$500
Greywater Laundry to Landscape Conversion	-	Up to \$300

**ATTACHMENT 2**  
Resolution to Declare a Stage 2:  
Serious Water Supply Shortage

**CITY OF SOUTH PASADENA  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
DECLARING A STAGE 2: SERIOUS WATER SUPPLY  
SHORTAGE AS DETAILED IN THE SOUTH PASADENA  
MUNICIPAL CODE (SPMC) CHAPTER 35**

**WHEREAS**, on May 7, 2014, City Council adopted the Water Conservation and Supply Shortage Plans Ordinance No. 2268, which provides direction on “Water Conservation Provisions and Water Shortage Plans” for the City of South Pasadena (City) in case of drought or emergency; and

**WHEREAS**, on March 28, 2022, Governor Gavin Newsom signed Executive Order N-7-22 requiring local water suppliers move to “Level 2” of their water shortage contingency plans, and prohibits watering of non-functional turf; and

**WHEREAS**, on April 26, 2022, the Metropolitan Water District (MWD) Board of Directors declared a Water Shortage Emergency Condition and adopted an Emergency Water Conservation Program for areas that are dependent on State Water Project (SWP) supplies.; and

**WHEREAS**, on May 11, 2022, the Upper San Gabriel Valley Municipal Water District (Upper District) Board of Directors adopted an Emergency Water Conservation Program encouraging all of Upper District’s retail water agencies (including the City of South Pasadena) to reduce water use by 20 percent and limit outdoor irrigation to two days per week.; and

**WHEREAS**, the City encourages all opportunities to conserve water and other natural resources throughout the South Pasadena community; and

**WHEREAS**, the Natural Resources and Environmental Commission has recommended the City Council declare a Stage 2: Serious Water Supply Shortage as detailed in the South Pasadena Municipal Code (SPMC) Chapter 35; and

**WHEREAS**, a Stage 2: Serious Water Supply Shortage would limit watering days to two designated days per week, enforce repairing broken or leaking pipes in 48 hours, and recommend a 20% water reduction over the next year.

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

**SECTION 1.** The City declares a State 2: Serious Water Supply Shortage thereby reducing water consumption in the City as follows:

1. Limiting Landscape Irrigation: Overhead irrigation of lawn, landscape or other vegetated area is limited to two designated days per week, as follows:
  - a. Monday and Thursday for addresses ending in an even number
  - b. Tuesday and Friday for addresses ending in an odd number
2. Obligation to Fix Leaks, Breaks, or Malfunctions: All leaks, breaks or other malfunctions shall be repaired within 48 hours of notification by the Public Works Department (also part of SPMC Chapter 35.46).
3. Limiting Filling of Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
4. Requesting 20% water reduction for all customers. The 20% reduction shall be calculated on an annual consumption basis (total units used from July 1, 2022 through June 30, 2023 versus same period the prior year).

**SECTION 2.** 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 be effective immediately and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 15<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christina A. Muñoz  
Deputy City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney



**I HEREBY CERTIFY** the foregoing Resolution No. XXXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15<sup>th</sup> day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Christina A. Muñoz, Deputy City Clerk

**ATTACHMENT 3**  
South Pasadena Municipal Code:  
Chapter 35 - Water  
Article IV and Article V

CHAPTER 35  
WATER

Article IV and Article V

ARTICLE IV. WATER CONSERVATION AND SUPPLY SHORTAGE PLANS

- 35.80 Policy and purpose.
- 35.81 Application.
- 35.82 Permanent water conservation requirements.
- 35.83 Water shortage plan implementation.
- 35.84 Stage 1: Moderate water supply shortage.
- 35.85 Stage 2: Serious water supply shortage.
- 35.86 Stage 3: Extreme water supply shortage.
- 35.87 Stage 4: Emergency water supply shortage.
- 35.88 Sudden catastrophic water supply shortage.

ARTICLE V. VIOLATIONS AND PENALTIES

- 35.90 Violations and penalties—Residential customers and all other customers with water meters less than two inches.
- 35.91 Violations and penalties—Nonresidential customers with water meters two inches or larger.
- 35.92 Notice.
- 35.93 Right to hearing and stay.
- 35.94 Reservation of rights.
- 35.95 Willful misrepresentation.

## ARTICLE IV. WATER CONSERVATION AND SUPPLY SHORTAGE PLANS

### 35.80 Policy and purpose.

The purpose of this article is to establish a water conservation and supply shortage program that will reduce water consumption within the city of South Pasadena through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water within the city of South Pasadena to avoid and minimize the effect and hardship of water shortage to the greatest possible extent. (Ord. No. 2268, § 5, 2014.)

### 35.81 Application.

The provisions of this chapter apply to any person in the use of any potable water provided by the department except for the following water uses:

- (a) Water necessary for water system or fire suppression system testing and maintenance, or fire suppression and other similar emergency services affecting public health and safety;
- (b) Water necessary to protect public health and safety as determined in the sole discretion of the department;
- (c) Any use of recycled water;
- (d) The use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for resale; and
- (e) Hillside areas recovering from fire. To qualify for this exemption, a customer must obtain verification from the agency requiring erosion control measures. The duration of the exemption is limited to two years, or establishment of the vegetation, whichever is the lesser time period. (Ord. No. 2268, § 5, 2014.)

### 35.82 Permanent water conservation requirements.

The following water conservation requirements are effective at all times and are permanent. Violations of this section constitute waste and an unreasonable use of water.

- (a) No Washing Hard or Paved Surfaces. Washing hard or paved surfaces, including, but not limited to, sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except as follows: (1) where necessary to alleviate safety or

sanitary hazards and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a water shut-off nozzle or device; or (2) when using a low-volume high-pressure cleaning machine equipped to recycle any water used, or a low-volume, high-pressure water broom.

(b) **Runoff.** Except as permitted under the preceding subsection, it shall be unlawful for any reason to allow water to run in such a manner so as to have water migrate onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

(c) **Spray Irrigation Hours.** Spray irrigation shall be scheduled between five p.m. and nine a.m. Operation of the spray irrigation system outside the normal watering window is allowed for testing and system maintenance and for thirty days following installation of new plants, trees or grass if necessary to prevent the plants, trees or grass from dying.

(d) **No Spray Irrigation During Periods of Rain.** Spray irrigation of lawn, landscape or other vegetated area during periods of rain is prohibited.

(e) **Washing Vehicles.** It shall be unlawful for anyone to wash any vehicle, trailer or boat by allowing any hose to run continuously. For the purpose of this section, continuously shall mean three minutes or more. Said hose shall be equipped with a position shutoff nozzle.

(f) **Repair All Leaks.** Loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven days of receiving notice from the department is prohibited.

(g) **Serving Water in Restaurants.** No restaurant or other public place where food is sold, served or offered for sale shall serve drinking water to any customer unless expressly requested by the customer.

(h) **Restaurants Required to Use Water Conserving Dish Wash Spray Valves.** Food preparation establishments, such as restaurants, cafés and cafeterias, are prohibited from using non-water conserving dish washing spray valves.

(i) **Decorative Structures.** No water shall be used to clean, fill or maintain levels in decorative fountains, ponds or other similar aesthetic structures unless the structure uses a recirculating water system.

(j) No Installation of Non-Recirculating Equipment in Commercial Car Wash and Laundry Systems. Installation of non-recirculating water systems is prohibited in new commercial conveyor car washes and new commercial laundry systems.

(k) No Installation of Single Pass Cooling Systems. Installation of single pass cooling systems is prohibited in buildings requesting new water service. (Ord. No. 2268, § 5, 2014.)

#### 35.83 Water shortage plan implementation.

The department shall monitor and evaluate the projected supply and demand for water by its customers. In the event of a water shortage as determined below, the city manager or designee shall recommend that the city council make a determination that a water shortage exists and declare an appropriate stage be established to permit the department to prudently supply water to its customers. Prior to implementation of a water shortage stage as provided in this chapter, the city council shall hold a public hearing for the purposes of determining: (a) whether and to what extent a water shortage exists; and (b) which stage of water supply shortage is appropriate to address the water shortage. Notice of the time and place of said public hearing shall be published not less than ten days before the hearing on the city's website and in a newspaper of general circulation within the city. The city council's determination shall be made by public notice on the city's website and in a newspaper of general circulation within the city and shall become effective immediately upon such publication. At any time during the water shortage period, the city council may discontinue any declared stage or may implement another stage in accordance with this chapter. Upon a finding by the city council that a water shortage no longer exists, any water shortage stage then in effect shall terminate.

A water shortage may be declared based upon, but not limited to, the following considerations: a call for extraordinary water conservation by a wholesale water provider to the city, planned or actual disruption to water system facility components for maintenance or construction, or planned or actual interruption to sources of the city's water supply. (Ord. No. 2268, § 5, 2014.)

#### 35.84 Stage 1: Moderate water supply shortage.

(a) A Stage 1 water supply shortage exists when the city council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city council of a Stage 1 moderate water supply shortage, the department shall implement the mandatory Stage 1 conservation measures identified in this section.

(b) Stage 1 Water Conservation Measures. The following water conservation requirements apply during a declared Stage 1 water supply shortage:

(1) Limits on Watering Days. Watering or irrigating of lawn, landscape or other vegetated area is limited to three designated days per week. This subsection does not apply to landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two gallons of water per hour. This subsection also does not apply to watering or irrigating by use of a hand-held bucket or similar container; watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including vegetable gardens, fruit trees and shrubs, intended for consumption.

(2) Obligation to Fix Leaks, Breaks or Malfunctions. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within seventy-two hours of notification by the department unless other arrangements are made with the department.

(3) Stage 1 includes a recommended ten percent water reduction for all customers. The ten percent reduction shall be calculated on an annual consumption basis. (Ord. No. 2268, § 5, 2014.)

35.85 Stage 2: Serious water supply shortage.

(a) A Stage 2 water supply shortage exists when the city council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city council of a Stage 2 water supply shortage, the department shall implement the mandatory Stage 2 conservation measures identified in this section.

(b) Stage 2 Water Conservation Measures. The following water conservation requirements apply during a declared Stage 2 water supply shortage:

(1) Limits on Watering Days. Watering or irrigating of lawn, landscape or other vegetated area with water is limited to two designated days per week. This subsection does not apply to landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two gallons of water per hour. This subsection also does not apply to watering or irrigating by use of a hand-held bucket or similar container; watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including fruit trees and shrubs, intended for consumption.

(2) Obligation to Fix Leaks, Breaks or Malfunctions. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within forty-eight hours of notification by the department unless other arrangements are made with the department.

(3) Limits on Filling Ornamental Lakes or Ponds. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.

(4) Stage 2 includes a recommended twenty percent water reduction for all customers. The twenty percent reduction shall be calculated on an annual consumption basis. (Ord. No. 2268, § 5, 2014.)

35.86 Stage 3: Extreme water supply shortage.

(a) A Stage 3 water supply shortage exists when the city council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city council of a Stage 3 water supply shortage, the department shall implement the mandatory Stage 3 conservation measures identified in this section.

(b) Stage 3 Water Conservation Measures. The following water conservation requirements apply during a declared Stage 3 water supply shortage:

(1) Limits on Watering Days. Watering or irrigating of lawn, landscape or other vegetated area is limited to one designated day per week. This subsection does



not apply to the following categories of use, as determined by the department in its sole discretion:

- (A) Landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than two gallons of water per hour.
  - (B) Watering or irrigating by use of a hand-held bucket or similar container.
  - (C) Watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
  - (D) Maintenance of vegetation, including fruit trees and shrubs, intended for consumption.
  - (E) Maintenance of existing landscape necessary for fire protection.
  - (F) Maintenance of existing landscape for soil erosion control.
  - (G) Maintenance of plant materials identified to be rare or essential to the well-being of protected species.
  - (H) Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, cemeteries and day care centers, provided that such irrigation does not exceed two days per week, according to a schedule established and posted by the department.
  - (I) Actively irrigated habitat restoration or environmental mitigation projects.
- (2) **Obligation to Fix Leaks, Breaks or Malfunctions.** All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within thirty-six hours of notification by the department, unless other arrangements are made with the department.
- (3) **Limits on Filling Ornamental Lakes or Ponds.** Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
- (4) **Stage 3** includes a recommended thirty percent water reduction for all customers. The thirty percent reduction shall be calculated on an annual consumption basis. (Ord. No. 2268, § 5, 2014.)

35.87 Stage 4: Emergency water supply shortage.

(a) A Stage 4 condition exists when the city council declares a Stage 4 water supply shortage. Upon the declaration by the city council of a Stage 4 water supply shortage, the department will implement the mandatory Stage 4 conservation measures identified in this section.

(b) Stage 4 Water Conservation Measures. The following water conservation requirements apply during a declared Stage 4 water supply shortage:

(1) No Watering or Irrigating. Watering or irrigating of lawn, landscape or other vegetated area is prohibited. This restriction does not apply to the following categories of use, as determined by the department in its sole discretion:

(A) Maintenance of vegetation, including fruit trees and shrubs, intended for consumption.

(B) Maintenance of existing landscape necessary for fire protection.

(C) Maintenance of existing landscape for soil erosion control.

(D) Maintenance of plant materials identified to be rare or essential to the well-being of protected species.

(E) Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, and day care centers, provided that such irrigation does not exceed two days per week, according to a schedule established and posted by the department.

(F) Actively irrigated environmental mitigation projects.

(2) Obligation to Fix Leaks, Breaks or Malfunctions. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within twenty-four hours of notification by the department, unless other arrangements are made with the department.

(3) Limits on Filling Ornamental Lakes or Ponds. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.

(4) Limits on Filling Residential Swimming Pools and Spas. Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas is prohibited.

(5) No New Potable Water Service. Upon declaration of a Stage 4 water supply shortage, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide potable water service will be issued, except under the following circumstances:

(A) A valid, unexpired building permit has been issued for the project; or

(B) The project is necessary to protect the public health, safety and welfare;  
or

(C) The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the department.

This subsection does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less. (Ord. No. 2268, § 5, 2014.)

35.88 Sudden catastrophic water supply shortage.

When the city manager or designee determines that a sudden event has, or threatens to, significantly diminish the reliability or quality of the city's water supply, the city manager or designee may declare a catastrophic water supply shortage and impose whatever emergency water allocation or conservation actions deemed necessary, in the professional judgment of the director of public works, to protect the reliability and quality of the city's water supply, until the emergency passes or city council takes other action. (Ord. No. 2268, § 5, 2014.)

## ARTICLE V. VIOLATIONS AND PENALTIES

35.90 Violations and penalties—Residential customers and all other customers with water meters less than two inches.

(a) Violation. A customer shall be responsible for all uses of water served by the customer's water meter. Violation of any of the provisions of this chapter shall be the responsibility of the customer.

(b) Penalties. Monetary penalties imposed under this chapter shall be collected by adding the same to the customer's water bill and shall be payable at the same time and in the same manner as such bills or by such other method of collection and payment as established by the department. Penalties for failure to comply are as follows:

(1) First Violation. The department will issue a written notice of violation. Said notice shall contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and a statement informing the customer of his or her right to a hearing on the merits of the alleged violation.

(2) Second Violation. A second violation within the preceding twelve calendar months is punishable by a fine of one hundred dollars.

(3) Third Violation. A third violation within the preceding twelve calendar months is punishable by a fine of two hundred dollars.

(4) Fourth and Subsequent Violations. After a fourth or subsequent violation, the department may elect to impose a fine of five hundred dollars and disconnect a customer's service, in addition to the financial surcharges provided for herein. Disconnection of service may be undertaken only after a public hearing held by the department in accordance with SPMC Section 35.93. All costs incurred to reconnect service shall be the responsibility of the customer. (Ord. No. 2268, § 6, 2014.)

35.91 Violations and penalties—Nonresidential customers with water meters two inches or larger.

(a) Violation. A customer shall be responsible for all uses of water served by the customer's water meter. Violation of any of the provisions of this chapter shall be the responsibility of the customer.

(b) Penalties. Monetary penalties imposed under this chapter shall be collected by adding the same to the customer's water bill and shall be payable at the same time and in the same manner as such bills or by such other method of collection and payment as established by the department. Penalties for failure to comply are as follows:

(1) First Violation. The department will issue a written notice of violation. Said notice shall contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and a statement informing the customer of his or her right to a hearing on the merits of the alleged violation. Notice of violation shall be sent through regular mail to the address at which the customer is billed by the department.

(2) Second Violation. A second violation within the preceding twelve calendar months is punishable by a fine of two hundred dollars.

(3) Third Violation. A third violation within the preceding twelve calendar months is punishable by a fine of four hundred dollars.

(4) Fourth and Subsequent Violations. After a fourth or subsequent violation, the department may elect to impose a fine of one thousand dollars and disconnect a customer's service, in addition to the financial surcharges provided for herein. Disconnection of service may be undertaken only after a public hearing held by the department in accordance with SPMC Section 35.93. All costs incurred to reconnect service shall be the responsibility of the customer. (Ord. No. 2268, § 6, 2014.)

#### 35.92 Notice.

The department shall give notice of each violation of this chapter to the customer committing such violation as follows:

(a) For any violation of said provisions the department may give written notice of the fact of such violation to the customer personally, by posting a notice at a conspicuous place on the customer's premises, or by United States mail, first class, postage prepaid, addressed to the customer's billing address.

(b) If the penalty assessed is, or includes, the termination of water service to the customer, notice of the violation shall be given in the following manner:

(1) By giving written notice thereof to the customer personally; or

(2) If the customer is absent from or unavailable at either his or her place of residence or his or her place of business, by posting a notice at a conspicuous place on the customer's premises, and sending a copy through the United States

mail, first class postage prepaid, addressed to the customer at his or her place of business, residence, or such other address provided by the customer for bills for water or electric service if such can be ascertained. (Ord. No. 2268, § 6, 2014.)

#### 35.93 Right to hearing and stay.

Any customer receiving a notice of violation shall have a right to a hearing by the city manager or his/her designee on the merits of the alleged violation upon that customer's written request to the department. Customer's written request for a hearing must be received by the department within ten days of the date of notification of the violation or customer's right to a hearing shall be deemed waived. The customer's timely written request for a hearing shall automatically stay the imposition of penalty until the hearing officer renders a decision. No other or further stay shall be granted by the department. Any customer dissatisfied with the hearing officer's dispute determination may appeal that determination within ten days of issuance to the Natural Resources and Environmental Commission whose decision shall become final within fifteen days of its issuance unless appealed to city council. The city may issue regulations to govern the contents of the request for hearing and the manner in which such hearings may be conducted. (Ord. No. 2268, § 6, 2014.)

#### 35.94 Reservation of rights.

The rights of the department hereunder shall be cumulative to any other right of the department to discontinue service. All monies collected pursuant to the penalty provisions of this chapter shall be deposited in the water fund. (Ord. No. 2268, § 6, 2014.)

#### 35.95 Willful misrepresentation.

Notwithstanding any other provision of law, and in addition thereto, and not in lieu thereof, any willful misrepresentation of a material fact by any person to the department, made for the purpose of securing relief from the provisions of this chapter for any customer, is unlawful. A violation of this chapter shall be punishable by a fine not exceeding the sum of one thousand dollars. (Ord. No. 2268, § 6, 2014.)



# City Council Agenda Report

ITEM NO. 26

**DATE:** June 15, 2022  
**FROM:** Arminé Chaparyan, City Manager *AC*  
**PREPARED BY:** Cathy Billings, Library Director  
**SUBJECT:** Direction Regarding Library Special Tax Renewal Options

## Recommendation

It is recommended that the City Council:

1. Approve a measure to be included on the ballot for the November 8, 2022 General Municipal Election, asking voters about continuing the existing Library Special Tax; and
2. Direct staff to return at the July 20, 2022 City Council Meeting with a resolution to place the question of continuing the existing Library Special Tax, and all resolutions pertinent to placing a measure on the ballot.

## Background

On June 7, 1994, South Pasadena voters established the City of South Pasadena's Library Special Tax. The Library Special Tax has been in effect continuously for nearly 30 years. It was renewed by the voters in 1999, 2005, and 2009. On November 3, 2015, the voters again approved an extension of the Tax through June 30, 2024, with a 33% rate increase in Fiscal Year 2016-2017 and an increase in each of the subsequent years based on any increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Statistical Area. The Special taxes require two-thirds, or 66.66%, voter approval for passage.

The current tax is in effect until June 30, 2024. In order to place the question of extension before the voters at a General Municipal Election before the tax expires, Council must place the issue on the November 8, 2022 ballot. The deadline to submit the measure to the Los Angeles County Registrar-Recorder/County Clerk is August 12, 2022. For this reason, staff are recommending that the City Council give direction on the term of the renewal of the Library Special Tax now, and at the following meeting, on July 20, 2022, adopt a resolution to place the measure on the November 8, 2022 ballot. If the measure is not placed on the November 8, 2022 ballot, it could be placed on a special election ballot prior to the Special Tax's expiration, however this would be costly as compared to placing it on the General Municipal Election ballot in November 2022. Funding from the Special Tax, which in Fiscal Year 2021-2022 was approximately \$365,000, or 20% of the Library's budget, enables the Library to provide a full range of

programs and services 7 days a week. Any revenue generated by the Library Special Tax can only be used for the maintenance, operation, and administrative costs of the Library.

In order to collect the tax, the City must budget a Required Amount toward Library maintenance, operations, and administration in a given year. “Required “Amount” is defined in the South Pasadena Municipal Code as “the minimum amount which must be budgeted in a fiscal year for maintenance and operating costs for the library, after deduction of the amount of the special tax, in order to levy a special tax in a fiscal year.” The amount is calculated by applying an annual adjustment based on any increase in the CPI-U for the Los Angeles-Riverside-Orange County Statistical Area to a base amount established in the first fiscal year of the tax (1994-1995).

The following types of property are exempt from the tax:

1. Parcels owned by charitable or community service organizations or churches that qualify for an exemption from ad valorem taxation under California law.
2. Vacant parcels.
3. Parcels owned by the federal, state or local government, or any state or local agency.
4. Any owner who has income, adjusted for family size, at or below eighty percent (80%) of the area median income as determined under the Section 8 Income Limits for Los Angeles County. (These limits are published by the U.S. Department of Housing and Urban Development).

The Special Tax is collected by the Los Angeles County Assessor in the same manner as property taxes.

**Analysis**

There has been a level of confidence for the passage of previous renewals, based largely on the high level of support the tax has had over the years. This and other factors that can inform decision making about what term of renewal should be presented to the voters, and whether an “evergreen” tax will be palatable, are described in more detail below.

Historic Support

Historically, this Tax has received high support for its renewal over the years, as shown in the table below. Even at the tail end of the Great Recession in 2009, the Tax passed with nearly 80% of the vote. In 2015, when the term of renewal included a 33% increase to the base tax amount, and the addition of an ongoing annual adjustment based on any increase in the CPI-U, the tax passed with nearly 82% of the vote. In 2015 the voters also approved the longest term yet for the tax at 8 years.

<b>Election</b>	<b>Yes</b>	<b>No</b>	<b>% Approval</b>	<b>Terms</b>
June 7, 1994	3,653	1,662	68.73%	First Adoption. 5-year term.



March 2, 1999	2,833	419	87.12%	Extended. 6-year term.
March 8, 2005	3,717	728	83.62%	Extended. 6-year term.
November 3, 2009	3,031	758	79.99%	Extended. 5-year term.
November 3, 2015	2,933	653	81.79%	Extended with base increase and annual inflation adjustment. 8-year term.

Library Rates Extremely High in Satisfaction

An equally significant factor is the popularity of the Library among residents. This is demonstrated by usage and circulation statistics, and by the results of the survey conducted by the City in October of 2021 as part of its strategic planning process. 49.1% of registered respondents rated the Library as “excellent”—the highest excellence rating of all the specific quality of life measures included in the survey. An additional 41% rated the Library as “good” for a notable total positive rating of over 90%.

Utility Users Tax Extended in Perpetuity

The successful extension in perpetuity—until otherwise terminated by the voters—of the Utility User Tax (UUT) at the November 3, 2020 General Municipal Election is another indicator that voters might support an evergreen tax for the Library. 75.83% of voters voted in favor of extending the UUT in perpetuity.

Committed and Effective Community Organizers

The initial passage of the Library Special Tax, and its subsequent renewals, were heavily influenced by the community-based volunteer efforts of advocates who created committees to raise awareness and advocate for the passage of the Tax. For the current renewal, the South Pasadena Loves Our Library Committee for Measure L has already formed, launched a website, and received donations to support their efforts. If Council decides to propose a fixed term renewal to the voters instead of an evergreen tax, there is no guarantee that there will be such influential and committed individuals available and willing to organize and advocate for a library tax when it expires.

Other Legislation

There has been a statewide initiative (21-0042A1) circulating for signatures that would limit the ability of voters and state and local governments to raise revenues for government services. The “Taxpayer Protection and Government Accountability Act” filed that it had 25% of signatures as of March 16, 2022. The circulation deadline is August 2, 2022. On May 18, 2022, the League of California Cities e-newsletter stated that the California Business Roundtable (a supporter of the initiative) had announced on Friday, May 13 that it “failed to meet the minimum signature requirement to place the ‘Taxpayer Protection and Government Accountability Act’ on the November 2022 ballot and is now targeting the 2024 ballot.” If this proves to be correct, it eliminates a factor that might have negatively impacted the Special Tax measure. It could have potentially invalidated recently adopted evergreen taxes and it would also have been awkward to have an anti-tax measure on the same ballot as the Library Special Tax.

Economic and Socio-political Climate

The possibility of increasing inflation and a recession, along with the financial uncertainties caused by the pandemic may weigh on voters' minds as they go to the polls. Concerns about the economy and the pandemic could make voters less comfortable with a permanent tax.

Other Library Taxes in Los Angeles County

Altadena Library District, the City of Pasadena, and the County of Los Angeles have active parcel taxes for the operation and maintenance of their libraries. The City of Monrovia has a special tax that was established for the purpose of funding a new library building, which sunsets in 2038 or when the costs are paid off, whichever is sooner. A 20-year renewal of the City of Monterey Park's parcel tax, which had been in effect for the prior 20 years, was defeated at the March 7, 2017 election (a two-thirds vote in favor was required for passage; the measure received 60.44% in favor).

Agency	Election	Term	Passage	Rates
Altadena	11/3/2020	until repealed	72.35%	\$0.10/square foot for single-family residences annually, with different rates for other property types
Pasadena	3/6/2007	15 years commencing with fiscal year 2009 (preceded by a 15-year tax that commenced in 1993)	80.4%	adjusted annually by change in the CPI; FY 2021: single-family \$40.51; multi-family \$26.60 (per unit?); commercial \$296.41
County	6/3/1997	commenced with fiscal year 1998 (replaced the County's Community Facilities District (CFD) No.8 assessment for library services)		\$22.00 per parcel adjusted annually by 2% or the percentage change in the CPI, whichever is less

**Fiscal Impact**

In Fiscal Year 2021-2022 the Library Special Tax provided approximately \$365,000 to the Library Budget to pay for the maintenance, operating, and administrative costs of the Library. If the Special Tax expires June 30, 2024 and is not renewed, all funding for the Library going forward would need to come from the City's General Fund. Without the tax funding in place, impacts to Library hours, programs and services would be very likely.

The tax per residential parcel in Fiscal Year 2021-2022 ranged from \$37.05 to \$74.10, based on parcel size. The tax per multifamily dwelling unit was \$18.52. The tax per non-

residential parcel ranged from \$37.05 to \$148.20. As these tax rates will increase annually in accordance with any increase in the CPI-U, the amounts collected will likely continue to make up approximately 20% of the Library's budget.

In order to qualify to receive the Special Tax revenue in a given fiscal year, the City must budget and appropriate a minimum Required Amount to provide for all the elements of a foundation program of library services. The South Pasadena Municipal Code defines a foundation program as "those elements of library service which are basic to its function as a provider of information, education and cultural enrichment to all segments of the community, including, but not limited to, collection development and maintenance, lending services, information services, facility maintenance and administration and may include, but is not limited to, amounts paid or payable, from time to time, for books, periodicals, reference materials, research materials, subscription services or other information sources; the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the library in good repair and working order; compensation of employees including, but not limited to salaries, wages and benefits; fees of auditors, accountants, attorneys or engineers; and insurance premiums." The Required Amount is calculated by applying annual CPI-U increases to a base amount (\$760,529) established in the first year of the Special Tax (1994). In Fiscal Year 2021-2022 the Required Amount was \$1,453,457.95. The City budgeted \$1,846,686 for the Library, exceeding the minimum Required Amount by more than \$396,000.

If in any year the City Council does not budget and appropriate the minimum Required Amount as required by the ordinance, then the tax which may be levied in the immediately following fiscal year shall be decreased proportionally.

Any surplus amounts raised by the Special Tax in any one year may only be used for the purposes described in South Pasadena Municipal Code Section 2.89-4, and must be carried over to the following fiscal year. The existence of a surplus in one year must be considered by the City in levying the Special Tax for the next year.

Funds for the election have been accounted for in the Proposed Fiscal Year 2022-23 Budget. The Los Angeles County Registrar/ Recorder/ County Clerk will provide a final cost estimate in August 2022.

### **Alternatives**

Historically, with regard to Library Special Tax renewals, the City has not engaged a firm to poll the electorate or to analyze how similar measures have fared on ballots elsewhere in the state. There has been a level of confidence for the passage of previous renewals, based largely on the high level of support the tax has had over the years. Upon Council's direction, a consultant could be hired to conduct research into the viability of the Special Tax renewal, however the time in which to do research is limited by the August 12, 2022 deadline for submitting measures to the Los Angeles County Registrar-Recorder/County Clerk and the cancellation of the August 3, 2022 City

Council meeting.

Additionally, the Library Board of Trustees and City staff considered the option of asking the voters whether the Special Tax should be renewed for a limited term of between 5 and 10 years. This consideration was based on concern that a measure proposing a tax in perpetuity may not be palatable in the current economic climate, which is still disrupted by the pandemic and with residents facing projected increases in inflation. Given that previous limited term renewals of the parcel tax have passed with between 79.99% and 87.12% of voters in favor, there is a high level of confidence that a limited term renewal would pass if presented to the voters this November. The longest term of renewal adopted by voters in the past 30 years was the 8-year term approved in 2015. If Council determined that a limited term renewal would be preferable to an evergreen tax, staff recommend selecting an odd number of years so that the tax expiration will be better aligned with the General Municipal Election cycle.

### **Community Outreach**

The Library maintains a “Library Parcel Tax” webpage that provides information about the Tax, and will publish a FAQ about the Tax to be made available to the public online and in hardcopy. Other materials that educate the community about the programs and services the Library offers will be distributed to the public. Discussions on the term of renewal have been held at two public meetings of the Library Board of Trustees, and members of the public had the opportunity to comment.

The independent South Pasadena Loves Our Library Committee for Measure L 2022 is undertaking community outreach about the Library Special Tax renewal.

### **Commission Review and Recommendation**

The Library Board of Trustees considered the question of the extension of the Library Special Tax at their regular meeting on May 12, 2022 and at a special meeting on May 26, 2022. They voted unanimously to recommend to City Council that a measure be placed on the November 8, 2022 General Municipal Election ballot asking the voters to adopt an ordinance continuing the duration of the South Pasadena Library Special Tax until terminated by a majority vote of the electorate in South Pasadena.

Attachment: Fiscal Year 2021-2022 Special Tax Rates

**ATTACHMENT 1**  
Fiscal Year 2021-2022 Special Tax Rates

# City of South Pasadena Library Special Tax Rates Fiscal Year 2021-2022

<b>Single Family Residential and Condominiums</b>	
0 sf - 2,000 sf home	\$37.05
2,001 sf - 4,000 sf home	\$55.57
>4,000 sf home	\$74.10
<b>Multiple Family Residential (per Dwelling Unit)</b>	\$18.52
<b>Non-Residential</b>	
0 acre - 1/4 acre lot	\$37.05
1/4 acre - 1/2 acre lot	\$74.10
1/2 acre - 3/4 acre lot	\$111.15
>3/4 acre lot	\$148.20

**Fiscal Year 2021-2022 Tax Levied**

Single Family Residential	\$206,340.32
Condominium	\$40,551.14
Multi-Family Residential	\$100,405.50
Non-Residential	\$18,154.50
Other	(\$61.08)
<b>TOTAL</b>	<b>\$365,390.38</b>



# City Council Agenda Report

ITEM NO. 27

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *AC*

**PREPARED BY:** Angelica Frausto-Lupo, Community Development Director  
Elizabeth Bar-El, AICP, Interim Deputy Director

**SUBJECT:** **Presentation of Revised Public Review Draft Housing Element**

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## **Recommendation**

Receive a presentation from City staff and consultants relating to the 2nd Public Review Draft of the Housing Element.

## **Background**

On October 12, 2021, the City released the 2021-2029 Housing Element Public Review Draft and held review sessions with the public, Planning Commission, and City Council in October and November 2021. The presentations were posted and remain on the Housing Element (Project) webpage:

(<https://www.southpasadenaca.gov/government/departments/planning-and-building/housing-element-update-2021-2029>).

On October 22, 2021, the draft document was submitted to the California State Department of Housing & Community Development (HCD) to request their compliance review as required by the State. On December 21, 2022, the City received HCD's comment letter. The letter is also posted on the Project webpage. The extensive comments included many that have been received by other Southern California jurisdictions, which served to clarify HCD's evolving interpretation of State legal requirements and direct revisions toward their expectations. In particular, the new Fair Housing Analysis is an area that jurisdictions have been grappling with to satisfy the legislature's intent in revising housing element law. HCD also requested more analysis and justification for inclusion of some sites on the Sites Inventory to satisfy the Regional Housing Needs Assessment (RHNA) and the projections for Accessory Dwelling Unit (ADU) production.

The Revised Public Review Draft responds to all points of HCD's letter, as well as comments received from the public, City Council and Planning Commission, and was completed and released on April 21, 2022. The document, along with a redline version showing changes from the first Public Review Draft, is posted on the Project webpage. A copy is also available at the City's Community Development Counter. City staff and

PlaceWorks, the consultants who are preparing South Pasadena's housing element, responded to HCD's comments with revisions and additional sections. This included extensive revisions to the Fair Housing Assessment and revised/additional programs in the Housing Plan. The Housing Plan (Section 6.8) is summarized in table format (Table VI-2) in the Executive Summary at the beginning of the document.

The Revised Public Review Draft Housing Element was submitted to HCD for review on May 10, 2022. HCD must provide its review comments to the City within 60 days (by Friday, July 8, 2022).

### **Analysis**

A presentation of the revised housing element draft was provided to the Planning Commission at their May 10, 2022, meeting and is posted on-line at: ([https://www.spectrumstream.com/streaming/south\\_pasadena\\_pc/2022\\_05\\_10.cfm](https://www.spectrumstream.com/streaming/south_pasadena_pc/2022_05_10.cfm)) .

A similar presentation to present the key changes and process timeline and to answer questions will be given to the Council at this meeting, June 15, 2022. This is an important opportunity to inform the Council and public of the proposed housing policy in compliance with State law prior to presenting a final draft for adoption.

The public may comment on the draft housing element throughout the State's review period. Written comments are encouraged and should be emailed to: [housingelement@southpasadenaca.gov](mailto:housingelement@southpasadenaca.gov).

### **Fiscal Impact**

While there is no fiscal impact associated with receiving this presentation, future implementation of housing programs will require staff and funding resources, which will be reflected in the Annual Budget and incorporated in the Community Development Department's work plan. The City Council will have opportunity to review and approve any additional funding allocations associated with Housing Element implementation as necessary within the eight-year cycle.





# City Council Agenda Report

ITEM NO. 28

**DATE:** June 15, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Ken Louie, Interim Finance Director

**SUBJECT:** Receive and File 2022 Finance Ad Hoc Committee Report

## **Recommendation**

It is recommended that the City Council receive and file the 2022 Finance Ad Hoc Committee Report.

## **Background**

The Finance Ad Hoc Committee was formed by City Council in September 2020 in an effort to review the fiscal year 2020-2021 budget and the Comprehensive Annual Finance Report (CAFR) for fiscal year 2018-2019, and following concerns of oversight and management of the City's budget process, under the purview of the previous leadership and administration at City Hall. The Ad Hoc Committee was tasked with making recommendations to improvements to the City's process, including timely completion of various milestones.

In February 2022, City Manager Chaparyan and her team evaluated the tasks and responsibilities of the city's numerous commissions, boards, and committees, including a review of the scope of work and expected work product for each ad hoc committee. In conversations with the previous representatives of the Finance Ad Hoc Committee, it was agreed that the Committee intended to submit a report summarizing their findings to the City Manager, at which point that Committee would have completed their scope of work and would automatically dissolve. The City Council approved this timeline. Attached is the Finance Ad Hoc Committee's Final Report, dated June 4, 2022, for the Finance Commission's review. With the receipt of this document, the Finance Ad Hoc Committee is officially dissolved.

## **Analysis**

The Report summarizes the previous administration and staff's budget processes and oversights. It highlights shortcomings of those efforts, as well as areas of improvement, detailing: (1) unexplained changes between proposed budgets for review, (2) the City Council's consideration of the budget ahead of the completion of timely audits, (3) the lead up to the creation of the Finance Ad Hoc Committee and its specific scope of work, and (4) the consideration of a forensic audit based on the need to improve upon internal controls and management and leadership of staff for a transparent process.

The Report offers a number of findings, many of which have been remedied and addressed:

- Finance Policies and Procedures were reviewed and recommended for approval by the Finance Commission in May 2022, and the City Council reviewed and discussed the draft document at their June 1, 2022 meeting. Staff anticipates a final document to be approved in Summer 2022.
- The Finance Director together with the City Manager are working diligently to address areas of concern, including timely monthly investment reports, a commitment to a comprehensive and transparent budget process, Mid-Year budget review, timely annual audit and milestones, and timely financial reporting.
- Other citywide improvements that include employee training and retention, as well as incorporation of better and best practices into our processes and service to the community
- The execution of the settlement agreement of the A. Smith legal matter

### **Next Steps**

The City Manager commits to ongoing improvements to internal controls. The Interim Finance Director will work closely with the City Manager in bringing timely and regular reporting to the City Council. Additionally, the City Manager is working with Management services to hire a recruiter to assist with efforts to hire a permanent Finance Director focused on carrying forward and building upon these efforts. It is under the City Council's purview to direct staff on any further action in response to the findings or recommendations within the Report.

### **Fiscal Impact**

There is no fiscal impact associated with receiving and reviewing this report.

### **Commission Review**

The Finance Commission received and filed the 2022 Finance Ad Hoc Committee Final Report at their June 9, 2022 meeting.

### **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: 2022 Finance Ad Hoc Committee Final Report

**ATTACHMENT 1**  
2022 Finance Ad Hoc Committee Final Report

## **FINAL REPORT AND RECOMMENDATIONS OF THE FINANCE AD HOC COMMITTEE**

### **I. HISTORY OF THE FORMATION OF THE AD HOC FINANCE COMMITTEE**

On September 28, 2020, the City Council voted unanimously to form the Finance Ad Hoc Committee (the "FAHC"). The FAHC was originally proposed to the City Council on September 2, 2020, and ultimately approved by the City Council, in response to concerns raised by residents, the Finance Commission, and a former City Finance Director about the proposed fiscal year 2020-2021 budget and the delayed Comprehensive Annual Financial Report ("CAFR") for fiscal year 2018-2019.

#### **A. Residents' Discovery of Major Undisclosed Changes to the Proposed 2020-2021 City Budget**

A draft 2020-2021 budget was presented to the Finance Commission on May 26, 2020, by the then-acting Finance Director Karen Aceves. The commission voted 5-0 to recommend that the City Council approve the draft budget, and a presentation of the draft budget to the City Council was scheduled to occur at a City Council meeting on June 3, 2020.

However, the draft budget in the City Council agenda packet, posted online on May 29, 2021, was different from the budget originally presented to the Finance Commission 3 days earlier. Changes totaling approximately \$14 million had been made to revenue and expenditure line items. The gross sum of changes made by Staff over the course of 3 days was an amount equal to 28% of the City's total \$51 million revenue budget. Further, significant changes had also been made to various general fund reserve balances and special revenue fund balances. The breadth of the changes was neither disclosed nor explained in the agenda report for the June 3, 2020, City Council budget presentation.<sup>1</sup>

The June 3, 2020 City Council meeting was continued, and, in the following days and weeks, irregularities in the draft budget and other concerns and questions about the City's financial reporting were brought to the attention of City residents and leadership, largely through two reports, one authored by Sheila Rossi and FAHC member, Stephen Rossi, and the other by a former City Finance Director.

#### **B. The Dispute Over the Adoption of a Resolution of Continuing Appropriations**

At this point, the City Council requested that the new draft budget be reviewed by the Finance Commission. On its review of the new draft budget, the Finance Commission voted 4-1 to recommend that the City Council adopt a resolution of continuing appropriations, with review of the draft 2020-2021 budget postponed until completion of delayed 2018-2019 Comprehensive Annual Financial Report ("CAFR").<sup>2</sup>

Later, during a Special Meeting held on June 24, 2020, Staff presented the City Council with the Finance Commission's recent recommendation to delay review of the 2020-2021 budget. The first item on the agenda included a Staff report recommending that the City Council approve Finance Commission's proposal. However, citing a supposed \$3.5 million revenue shortfall expected due to the Covid pandemic<sup>3</sup>, Staff (led by Ms. Aceves and the then-acting City Manager, Ms. Stephanie DeWolfe), along with Councilmembers Ms. Khubesrian and Ms. Mahmud, spoke against the Staff's recommendation, instead suggesting the City Council adopt the new draft budget.<sup>4</sup>

After stating the report's characterization that the Finance Commission had "originally approved [the budget] unanimously" was a "misdirection" on the part of Staff, then-sitting City Councilmember Schneider commented further, "Let me remind you what the item on the agenda is. It says, 'Approve a Resolution to Continue Appropriations of the FY 19/20 Budget...That is the Staff recommendation, and now they're arguing against it.'"<sup>5</sup> Following the City Attorney's conclusion that adopting a new budget that evening would be a violation of the Brown Act, the City Council adopted the recommended resolution of continuing appropriations.

### **C. Councilmember Khubesrian's Emails Utilizing False Identities and Intimidation to Quell Resident, Former Employee, and City Official Questions Regarding the Budget**

By way of additional background color leading to the formation of the FAHC, when the resolution of continuing appropriations was before the City Council for consideration, then-sitting City Councilmember Khubesrian not only dismissed residents who had raised questions regarding the budget, characterizing them as complainers "criticizing without looking for solutions,"<sup>6</sup> but also submitted public comments via email under false identities. These emails advocated for adoption of the controversial draft budget; expressing support for the then-acting City Manager's and Finance Director's performance in connection with the 2020-2021 budget process; and making allegations of improprieties against the former City Finance Director who authored one of the critical reports.<sup>7</sup> Furthermore, Ms. Khubesrian used these same false identities (also via emails) to pressure her colleague, Councilmember Cacciotti to stop asking questions about the City's financials and claimed additional improprieties against yet another resident who had previously been critical of both Ms. Khubesrian and the 2020-2021 budget process.<sup>8</sup> After these inappropriate actions were discovered and exposed by a resident, Ms. Khubesrian admitted authoring the pseudonymous emails and resigned her position in mid-August 2020. The public fallout that followed these discoveries weighed heavily in the City Council's decision to form the FAHC.

### **D. Formation of the FAHC to Assist Finance Department Staff and Make Recommendations**

On September 2, 2020, the FAHC was formed as an advisory committee to provide recommendations to, and consultation with, the City Finance Department on operational matters to promote the timeliness, accuracy, and transparency of the City's financial reporting as well as to form a recommendation, based on the FAHC's review, regarding whether a forensic audit would be warranted. The FAHC's scope of work was limited to the following items:<sup>9</sup>

- (i) Ensuring the completion of the delayed fiscal year 2018-2019 Comprehensive Annual Financial Report ("CAFR");
- (ii) Ensuring the timely completion of the fiscal year 2019-2020 CAFR;
- (iii) Management and oversight of the fiscal year 2020-2021 budget;
- (iv) Updating the City's financial policies and procedures;
- (v) Making a recommendation to the Finance Commission regarding the frequency and timing of financial reporting; and
- (vi) Assess the necessity of, or scope of any additional audits, depending on the summation of the [FAHC's] work, up to and including a forensic audit where the situation warrants additional review.

## **II. SUMMARY OF RESULTS OF OPERATIONAL CHANGES**

As of the date of this summary report, the FAHC was comprised of six members – one Finance Commission member and five residents with various backgrounds in accounting, audit, business operations, finance, municipal finance, and restructuring – plus two City Council liaisons.<sup>10</sup> From the date of the FAHC's inception until approximately July 2021, the FAHC assisted Finance Department Staff in accomplishing the following. More detail on each of these items can be found in **Exhibit A** to this report.

- (i) On October 26, 2020, the City Council voted 4-1 to receive the final 2018/19 Comprehensive Annual Financial Report ("CAFR"), ahead of the November 3, 2020 election<sup>11</sup>;

- (ii) On July 21, 2021, the City Council voted to receive the final 2019/20 Annual Comprehensive Financial Report (“ACFR”)<sup>12</sup>;
- (iii) On April 27, 2021, the City Council voted 5-0 to receive the Annual Budget for 2020/21;
- (iv) Completed researching and make recommendations (through Staff) regarding best practices for financial policies and procedures; and
- (v) Completed researching and make recommendations (through Staff) regarding best practices for monthly and quarterly reporting.

From approximately July 2021 until the date of this report, the FAHC focus has been the final remaining item included in the FAHC’s scope, as directed by the City Council:

- (vi) Assess the necessity of, or scope of any additional audits, depending on the summation of the [FAHC’s] work, up to and including a forensic audit where the situation warrants additional review.

The remainder of this report, and the accompanying exhibits and endnotes (which are an integral part of the FAHC’s recommendations), provides highlights of the FAHC’s discussions and deliberations on whether conducting a forensic audit is recommended. With the delivery of this report, the FAHC’s work has been completed.

### **III. RECOMMENDATION REGARDING A FORENSIC AUDIT**

Before providing a recommendation as to whether a forensic audit is warranted at this time, it was the determination of the FAHC members that both Staff and the casual reader be presented with the following information:

- What is the purpose of a forensic audit?
- What are the red flags that indicate a forensic audit is warranted?
- A discussion of the relevant findings by the FAHC.

#### **A. What is the Purpose of a Forensic Audit?**

A forensic audit differs significantly from a regularly scheduled, annual audit like the CAFR. There are numerous whitepapers that explain in detail the scope and procedures contained within a typical forensic audit, however, a more simplified description can be found on Investopedia, “Forensic audits cover a wide range of investigative activities. A forensic audit is often conducted to prosecute a party for fraud, embezzlement, or other financial crimes.”<sup>13</sup>

Further, according to the American Journal of Business Education (“AJBE”), “Forensic accountants and auditors share some goals similar to traditional accountants and auditors. They have different roles, knowledge and skills. Forensic accountant investigations include identification of fraud. This is different from Certified Public Accountant (CPA) investigations that are not responsible for identifying fraud.”<sup>14</sup>

#### **B. What are the Red Flags that Indicate a Forensic Audit is Warranted?**

The red flags highlighted by the AJBE include, but are not limited to, the following...”

- Weak internal control processes; and
- Management style that pressured employees to take actions beyond financial statement management to manipulation to outright misrepresentation which is fraud.

The AJBE goes on to state, “Personnel-related practices allowing financial statement misrepresentation include low employee morale that is possibly due to inadequate compensation, high turnover and inexperienced

managers...An organization that loses financial records may have lost their financial records on purpose to hide fraud. Fraud is easier to commit when there is no strong accounting information system.”<sup>15</sup>

Further, Investopedia highlights how fraud can manifest in actual practice<sup>16</sup>:

- Conflicts of Interest: “when a fraudster uses their influence for personal gains to the [City’s] detriment.”
- Extortion: “the wrongful use of actual or threatened force, violence, or intimidation...”
- Asset Misappropriation: which can include, but is not limited to, activities such as embezzlement, providing contracts/not charging fees to third-parties due to personal relationships, and misuse of Staff time or other City resources,
- Financial Statement Fraud: “The goal of presenting fraudulent numbers may be to...ensure that C-level executives continue to receive bonuses, or cope with the pressure to perform.”

### C. Findings of the FAHC

For the reader’s convenience, the relevant FAHC findings have been categorized according to the potential red flags indicating the possibility or threat of fraud outlined previously in this report.

#### 1. **Management failures in managing and hiring Finance Department personnel led to high staff turnover and new, relatively inexperienced and, in some cases, unqualified staff.**

**Finding 1.1 A Finance Department reorganization led to a significant reduction in Finance Department staffing levels:** On November 7, 2018, then-acting City Manager, Ms. Stephanie DeWolfe initiated the reorganization of the Finance Department.<sup>17</sup> This reorganization ultimately resulted in a 44% reduction in department staffing levels, from a historical level of 9 staff members to 5. The reductions included the elimination of two senior accounting clerk positions and the outsourcing of business licenses and payroll functions. *Potential Red Flags: Low employee morale, high turnover, inexperienced managers, weak internal controls, and incomplete financial reporting.*

**Finding 1.2 The reorganized Finance Department had inexperienced leadership.** Departed staff were replaced with new, underqualified or inexperienced staff members. Although then City Manager DeWolfe had received the recommendation to hire strong leadership for the Finance Director position,<sup>18</sup> the acting Finance Director did not have any management experience in finance department operations. It is important that City employment policies and job descriptions for all positions within the Finance Department, especially that of the Finance Director, adhere to appropriate educational or equivalent experience requirements during recruitment. *Potential Red Flags: Low employee morale, high turnover, inexperienced managers, weak internal controls, and incomplete financial reporting.*

#### 2. **The Finance Department reorganization and the procurement of the Citygate Report were undertaken in circumstances that give rise to questions about a possible lack of transparency, possible attempt to cover-up alleged asset misappropriation, and potential existence of a conflict of interest by City Manager DeWolfe.**

**Finding 2.1 Questionable circumstances surrounded the timing of, and the process undertaken, to engage Citygate:** Of note, one of the main items used by Ms. DeWolfe to support the Finance Department reorganization, was a report (the “Citygate Report”) provided by Citygate Associates, LLC (“Citygate”).<sup>19</sup> According to the staff report to the City Council recommending hiring Citygate, an organizational assessment report was needed to prepare for the retirement of the finance director who had been on leave of absence. The report was

initiated by City Manager DeWolfe while the City was actively recruiting for a new finance director. The stated purpose of the report was to provide an “organizational review” and “best practices” in a confidential report to be used as a “resource and management tool” for the new finance director. However, in the two years that followed the report, the City had completed only 1 of the 43 items that the report recommended be implemented within the first 12 months. Further, the FAHC finds that the existence of allegations by Lauren Rubin going back to March 2018, approximately a month before City Manager DeWolfe entered into a contract with Citygate, and other circumstances, raise concerns which should be discussed:

*DeWolfe Engages Citygate for an Organizational Review of the Finance Department:* Starting in March 2018, Lauren Rubin, a member of the Finance Department staff, sent then-Human Resources Manager Miriam Lee Ko and Karen Aceves messages regarding “financial irregularities and mishandling of a substantial amount of government and public monies,”<sup>20</sup> however no response was received by Rubin. Approximately one month later, on April 19, 2018, a consulting contract between Citygate and the City of South Pasadena was signed by Ms. DeWolfe, including a not-to-exceed contract total of \$69,420.00. The proposal had been presented to, and approved by, the City Council the prior evening on April 18, 2018.<sup>21</sup> A review of the City Clerk files on the City’s website did not find any evidence of a competitive bidding process as per the City’s typical procedures. Further, it was not disclosed, either in the presentation to the City Council by Staff nor in the contract with Citygate itself, that the Senior Consultant who would be performing the organizational review was former Pasadena Finance Director, Mr. Andrew Green. Mr. Green had previously worked with Ms. DeWolfe in the City of Pasadena for three years (2009-2012)<sup>22</sup>, but later departed the City of Pasadena in January 2015 amidst an investigation into the embezzlement of \$6.4 million from a city fund overseen by Mr. Green.<sup>23</sup>

*Questionable Circumstances Regarding the Rubin Case and Citygate:* The Citygate report became a central piece in the subsequent wrongful termination lawsuit by Lauren Rubin claiming that DeWolfe commissioned the Citygate report, through her personal relationship with Green and without any competitive bidding process, in an attempt to invent cause to terminate Rubin and hide Rubin’s claims of financial improprieties from the City Council.<sup>24</sup> Rubin was terminated by the City in November 2018, three months after Citygate issued the final, August 16, 2018 report. It is unclear to the members of the FAHC whether the prior messages alleging “financial irregularities and mishandling...of...monies,” sent by Rubin to Ko and Aceves, were ever disclosed to the City Council prior to the commissioning of the Citygate report, the dismissal of Rubin by the City, or the filing of Rubin’s legal claim.

Per Ms. DeWolfe’s LinkedIn profile, since June 2021, approximately 2 months after a final settlement was reached in the Rubin case and nine months after DeWolfe’s separation from her position as City Manager of South Pasadena, Citygate hired Ms. DeWolfe as a Management & Leadership Consultant.

*Potential Red Flags: Conflict of interest, management style that pressured employees to take actions beyond financial statement management to manipulation to outright misrepresentation which is fraud, potential asset misappropriation...providing contracts to third-parties due to personal relationships, misuse of Staff time or other City resources, and specific claims of financial irregularities made by Rubin.*

**Finding 2.2 The City Council appeared to have used, extensively and inappropriately, closed session City Manager performance reviews to conduct other business unrelated to the City Manager:** For reference, the position of the City Manager reports to the South Pasadena City Council, and periodic performance evaluations of the City Manager are conducted by the City Council in closed session. A summary analysis, based on a review of the City Council closed



session agendas from January 2018 through August 2020, of the various dates these closed session performance evaluations occurred is included in the chart below:

	Date of Closed Session	Days Since Last Eval	Total Days in Grouping	# of Evals in Grouping	Avg Months per Eval
1	February 21, 2018	N/A	N/A	1.0	N/A
2	July 18, 2018	147			
3	August 15, 2018	28			
4	October 17, 2018	63	203.0	6.0	1.13
5	December 19, 2018	63			
6	January 16, 2019	28			
7	February 6, 2019	21			
8	August 21, 2019	196			
9	September 11, 2019	21	28.0	3.0	0.31
10	September 18, 2019	7			
11	January 15, 2020	119	63.0	2.0	1.05
12	March 18, 2020	63			
<b>TOTAL DATA SET:</b>			<b>756.0</b>	<b>12.0</b>	<b>2.10</b>

Most cities and companies provide at least one performance review annually. Some private companies even perform regular reviews on a quarterly basis. Therefore, the existence of 12 performance reviews over an approximate 2-year span (or one performance review every 2.1 months on average) seems unusual in the absence of a performance improvement plan. However, upon closer inspection of the dates in question, it is clear that there was no regular cadence to the closed session performance reviews. Rather these reviews come in three main spurts with large gaps between each grouping, including one grouping which contained three separate closed session performance reviews within the same 28-day period.

*Potential Red Flags: Conflicts of interest, weak internal control processes, potential Brown Act violations*

**3. The Finance Department did not have, and did not follow, important internal controls, policies, and processes.**

**Finding 3.1** The Finance Department failed to reconcile bank accounts timely. While it is best practice to reconcile bank accounts and close monthly financials within 30 days of each month end, the Finance Department was as much as twelve (12) months behind in reconciling the City’s bank accounts and closing monthly financials, directly leading to the delay in starting/completing the 2018/19 CAFR. *Potential Red Flags: Weak internal control processes*

**Finding 3.2** The City lacked controls or procedures to alert management to the Department’s unreconciled accounts. The City’s failure to have “procedures in place to ensure that all relevant accounts are reconciled” at year end was a “material weakness” finding by the auditor in the 2018/19 CAFR audit letter. (As outlined in more detail in Exhibit A of this report, in conjunction with the delivery of the 2018-2019 CAFR, the City’s outside audit firm, RAMS, highlighted several “material weaknesses” in the City’s internal control processes that negatively affected the timely delivery of financial reporting. These included, but were not limited to, monthly bank reconciliations being as much as 12 months delayed; an inability to properly review numerous financial statement accounts and a failure to maintain an adequate

year end closing process; and (noted as a “significant deficiency”) the failure of the Finance Department to maintain an updated accounting policies and procedures manual for Staff to reference. RAMS also noted that the root cause of these issues was the City’s inability to maintain adequate Staffing levels in the Finance Department. *Potential Red Flags: Weak internal control processes*

**Finding 3.3 The Finance Department failed to prepare forward looking projections of the City’s cash position nor was the Monthly Liquidity Report certified by the City**

**Treasurer as required by the City’s Investment Policy.** The City’s Investment Policy (as voted on by the City Council each year) requires the City Treasurer to certify “as to the availability of cash to meet the City’s expenditures over the next six months.... based on cash flow projections provided by the Finance Department.” As of the date this FAHC was created, the City Treasurer’s monthly report was the only interim financial report regularly presented directly to the City Council. The City’s Investment Policy required the City Treasurer to certify the City’s liquidity position based on the forward-looking projections of the Finance Department.

Had the City Treasurer report and certification highlighted the Finance Department’s failure to provide the forward-looking statements, the City Council would have been directly alerted to the issue. The City Council would have been on notice as to the issues within the Finance Department, potentially as much as a year prior to the contentious budget discussions that occurred in June 2020. *Potential Red Flags: Weak internal control processes*

**4. The City did not comply with its own purchasing policy.**

**Finding 4.1 The prior City Manager used her authority to undermine the spirit of the City’s purchasing policy requiring City Council approvals of major contracts.** City purchasing policies include various provisions outlining authority levels required by the total size of expenditure. These policies state, among other things, that any contract, amendment, or follow-on contract, that results in a cumulative possible expenditure more than \$25,000.00 requires approval by the City Council.<sup>25</sup> Included in the sample selections reviewed by RAMS as part of the 2018-2019 CAFR, approximately 18 contracts (provided to the FAHC directly by RAMS) were found to be in potential violation of the City’s purchasing policies, including at least 2 contracts that, on their surface, should have gone to the City Council for approval. Both were executed by then-acting City Manager DeWolfe and then-acting City Attorney Highsmith (contracted through Colantuono, Highsmith, and Whatley).<sup>26</sup> *Potential Red Flags: Weak internal control processes, asset misappropriation*

**5. The City did not have policies or procedures for administering its legal liability reserve.**

**Finding 5.1 The City did not have a policy or practice of accruing an actual reserve against its legal liability.** Based on the FAHC’s review of the October 26, 2020, City Council meeting and follow up discussions with staff, the City did not maintain a legal liability reserve and had no policies or procedures for doing so. First, the \$500,000 “reserve” amount which appeared on the City’s balance sheet remained constant over years, without any accounting entries of expenditures or accruals to reflect activity in the liability. Second, as elicited by FAHC member Rossi in the question-and-answer session with the auditor representative at the October 26, 2020, City Council meeting, the account was for all practical purposes an inactive placeholder account within the larger general reserve and there was no true legal liability reserve accrual maintained within the City’s balance sheet. Third, there was no method of review utilized by the City to determine the City’s true, outstanding legal liability to be reflected in the annual audit and financial statements as required by GASB. Instead the City relied exclusively on the City Attorney’s general, but inaccurate, belief that all litigation claims are covered by the City’s

insurance risk pool and therefore not required to accrue for properly. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation, financial statement fraud*

**Finding 5.2 Official representations that the litigation liability reserve was an actual accrual for anticipated liability expenses were based on inaccurate statements made by City Attorney Highsmith and Councilmember Mahmud with no internal review process by the Finance Department, Finance Committee, City Manager, City Council, or the City's outside audit firm, resulting in the filing of a potentially inaccurate 2018-2019 CAFR.** At the October 26, 2020 council meeting, City Attorney Highsmith and Councilmember Mahmud represented that the annual designation of a legal liability reserve was a reserve against reasonably anticipated legal expenses, and 100% of all litigation expenses beyond the policy's deductible would be covered by the City's insurance pool making further discussion on the topic unnecessary. However, during the same council meeting,<sup>27</sup> the City's outside auditor affirmed: 1) there was no actual accrual in the City's financials for litigation expenses; 2) despite the CAFR being conducted for the period ending June 30, 2019, given the date the CAFR was being *delivered* to the City Council, October 26, 2020, a review of all existing, pending, or threatened litigation outstanding at any time from June 30, 2019 through effectively September 30, 2020 would be necessary in order for the CAFR to be correct<sup>28</sup>; and 3) the auditors' sole source of information regarding potential litigation claims against the City was a letter provided by then-acting City Attorney, Ms. Theresa Highsmith, a partner at Colantuono, Highsmith, and Whatley. The representations by City Attorney Highsmith are further in direct contradiction to notification previously received by the City's insurance provider, and available to the City Attorney prior to the October 26, 2020 council meeting and finalization of the 2018-2019 CAFR as outlined in Finding 5.3 below. As such, no oversight or review of the City Attorney's methodologies, analysis, or conclusions was conducted by any member of City Staff, Finance Commission, or the City Council prior to a vote to receive the CAFR. The City Council voted 4-1 to receive and file the 2018-2019 CAFR on October 26, 2020. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation, financial statement fraud*

**Finding 5.3 The City filed and received the 2018-2019 audit report containing a legal liability estimate without adequate due diligence.** Even if most claims against the City are covered by the City's risk pool coverage, the City is still required, for both the purpose of presenting accurate financial reports as well as ensuring proper accountability for, and execution of, the City's fiduciary responsibilities, to accurately estimate the amount of reserve needed for claim liabilities and for legal expenditures exceeding its annual legal expense budget. In the context of the City Council adoption of the 2018-2019 CAFR on October 26, 2020, it should be noted, that per emails provided to this FAHC and included as Exhibit B to this report, both City staff and Colantuono, Highsmith, and Whatley were made aware, at least 5 months prior to the October 26, 2020 Council meeting, that the City had been notified by its insurance company that at least one ongoing litigation may not be covered under the policy ("Case 2"). On May 27, 2020, City staff attempted to raise an alarm to the City Council that additional funds would be required to cover potential litigation costs, stating, "We need to go to Council for sure, can we discuss ASAP." Upon a review of subsequent City Council meeting agendas, this topic was never brought before the City Council. FAHC finds this course of action does not demonstrate a good faith effort to accurately reserve against the City's liability position or accurately present the City's financial position and performance to the public. FAHC recommends that the City determine its estimated legal liability position in accordance with GASB, as required by local and State regulation, and after a full review of a fulsome economic risk analysis of all existing, pending, or threatened litigation outstanding for the relevant time-period, prepared by the City Attorney and reviewed by the Finance Department, Finance Commission, City Manager, and the City Council prior to inclusion in any City budget or CAFR.

As of the October 26, 2020 City Council meeting, "Case 2" was still being tried on behalf of the City by litigators employed by Colantuono, Highsmith, and Whatley. Notification of potential non-coverage by the City's insurance company appears to be in direct contradiction to the information provided by then-acting City Attorney Highsmith, in writing to the City's outside auditors, and directly to the City Council during open session, and may have negatively impacted the accuracy of the financial information included in the 2018-2019 CAFR. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation, financial statement fraud*

**Finding 5.4 The City's potentially inadequate due diligence or policies regarding litigation risk assessment and risk management led to approximately \$600,000 of litigation and settlement costs born by taxpayers.** Below is an example of a litigation issue with potential inadequate risk management. On May 20, 2022, the *SouthPasadenan* reported that the Hanscom Drive sewer litigation (referred to by the City as "Case 2") had been settled for \$200,000. This settlement was in regard to a two-day sewer overflow that occurred on January 11<sup>th</sup> and January 12<sup>th</sup>, 2018.<sup>29</sup> Included in the settlement agreement is the City's first public acknowledgement that the sewer blockage (found by work crews on January 12, 2018) actually resided in the City's mainline sewer system. In January 2018, the resident initially requested approximately \$40,000 to pay for environmental remediation of the soil as well as replacement of damaged personal property from the overflow caused by a blockage in the City's sewer mainline. The City decided not to accept the request. The resident hired a lawyer in early 2018. In October 2019, the resident again made a settlement offer to the City through then Mayor Khubesian for \$80,000 to cover the environmental remediation, replacement of damaged personal property, and incurred legal costs through that date. The settlement offer was not accepted by the city. Litigation continued until a final settlement offer was executed in mid-May 2022. Based on the legal billings presented in open session City council meetings plus third-party expert costs including but not limited to engineering, soil testing, Transtech inspections, and the final settlement cost itself, the City spent approximately \$600,000 in hard costs regarding Case 2, not including soft costs associated with City staff and Council time as well. Please see below for additional detail on legal billings and timeline of key events:

	12 Mos Actual FY2015-2016	12 Mos Actual FY2016-2017	6 Mos Actual FY2017-2018	12 Mos Annual'd FY2017-2018	12 Mos Actual FY2018-2019	12 Mos Actual FY2019-2020	12 Mos Actual FY2020-2021	11 Mos Actual FY2021-2022	5 Year Total	Check
General Services	193,569.00	241,457.00	47,661.44	95,322.88	105,763.72	99,376.28	107,083.94	100,008.30	507,555.12	-
<b>LITIGATION (UNIDENTIFIED)</b>										
Case 2 (SMITH)					5,263.50	114,175.53	156,648.38	116,341.18	116,341.18	-
Case 1 (Fox)					14,775.50	1,963.00			16,738.50	-
Case (Benzoni)			16,921.31	33,842.62	21,944.32				55,786.94	-
Other Identified Litigation Cases			22,089.81	44,179.62	44,337.65	75,029.06	51,649.01	3,610.35	218,805.69	-
Transportation (710 issues)	21,604.00	2,515.00	2,396.50	4,793.00	1,527.50	8,941.00	12,208.57	857.50	28,327.57	-
Labor & Employment	9,354.00	8,461.00	11,727.00	23,454.00	34,352.50	52,509.19	33,527.00	50,892.00	194,734.69	-
Special Projects			18,256.00	36,512.00	80,950.57	96,759.87	116,843.80	158,185.58	489,251.82	-
Tax & Assessment			1,611.50	3,223.00	11,280.00	5,724.50	4,336.50	318.50	24,882.50	-
Water & Utilities			1,457.00	2,914.00	7,520.00	5,694.50	10,734.50	16,377.50	43,240.50	-
COVID-19						10,392.00	8,042.00		18,434.00	-
Gardena V RWQCB			1,871.00	3,742.00	3,681.50	8,346.15	2,608.00	144.50	18,522.15	-
Miscellaneous	1,998.00	1,033.00			1,903.50	600.00	(415.10)	33,639.44	35,727.84	-
<b>Subtotal</b>	<b>226,525.00</b>	<b>253,466.00</b>	<b>123,991.56</b>	<b>247,983.12</b>	<b>333,300.26</b>	<b>479,511.08</b>	<b>503,266.60</b>	<b>515,931.33</b>	<b>2,079,992.39</b>	-
% Growth YoY	N/A	11.9%		-2.2%	34.4%	43.9%	5.0%	2.5%		
Subtotal - Litigation (All)			39,011.12	78,022.24	86,320.97	191,167.59	208,297.39	155,508.01	719,316.20	-
Subtotal - Litigation (Identified as Smith Case)					5,263.50	114,175.53	156,648.38	116,341.18	311,643.89	-
Case 2 (Smith) as % of total Litigation Expense by Period (as Identified in Billings)					6.1%	59.7%	75.2%	22.9%	43.3%	
Subtotal - Litigation (Identified Smith plus Pro Forma for Undesignated Billings)					5,263.50	114,175.53	156,648.38	116,948.55	393,035.96	
Case 2 (Smith) as % of total Litigation Expense by Period (Pro Forma for Undesignated Billings)					6.1%	59.7%	75.2%	75.2%	54.6%	

**CITY CASE 2 LITIGATION EXPENSE DETAIL BASED ON KEY TIMELINE OF EVENTS**

Key Items and Dates	DATE	# OF MONTHS	\$ Expenses	Cumulative \$'s	Cumulative %
Original \$40K Claim from Resident for Property Remediation and Replacement Costs	Jan-18	N/A			0.0%
Initial \$80K Settlement Offer from Resident and Date of City Press Conference	Oct-19	21.27	11,825.86	11,825.86	2.0%
First Mediation	Jun-20	8.13	107,613.17	119,439.03	20.1%
Judge Kralik Rules Against City in SLAPP Case	Jan-21	7.13	61,681.42	181,120.45	30.5%
Mandatory Settlement Conference	Jun-21	5.03	94,966.96	276,087.41	46.6%
City Files Appeals Brief in SLAPP Litigation	Nov-21	5.10	71,011.40	347,098.81	58.5%
First Formal Offer of Settlement From the City to Resident	Dec-21			347,098.81	58.5%
Settlement Executed Between City and Resident	May-22	6.03	45,937.15	393,035.96	66.3%
Plus: Agreed \$200K Settlement Cost for City (Not included in billings numbers above)	May-22		200,000.00	593,035.96	100.0%
<b>Cumulative Total Expense (Excluding Third Party Fees ie. Transtech, engineers, etc)</b>		<b>52.70</b>	<b>593,035.96</b>		

Total Cost to the City Since Losing the SLAPP Judgement	Jan-21	411,915.51
Total Cost to the City Since First Mediation Date	Jun-20	473,596.93
Total Cost to the City Since \$80K Settlement Proposal Made by Resident	Oct-19	581,210.10
Total Cost to the City Since Original \$40K Claim Made by Resident	Jan-18	593,035.96

Approximately \$600,000 of litigation costs came after the resident’s initial request of \$40,000.00. The City Attorney at that time, Highsmith, is employed directly by Colantuono, Highsmith, and Whatley, the firm hired to litigate Case 2. As noted by the California League of Cities white paper on City Attorney ethics<sup>30</sup>, there is a potential conflict of interest for a partner in a law firm, serving as a contract city attorney, to advise a city council on litigation work conducted by other members of the same law firm. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation*

**6. The City decreased its financial transparency by reducing the detail and frequency of its financial reporting to Council.**

**Finding 6.1 The City discontinued its semi-annual report on expenses for attorneys, consultants, and lobbyists.** Historically, and to track total expenditures more readily for each group by category, a consolidated summary of expenses spent during the year on attorneys, consultants, and lobbyists was provided twice a year to the City Council. Without the provided consolidation, it is difficult to track total expenses by category as expenses can be distributed across multiple departments and Fund accounts making it impossible for the City Council to trace the impact of litigation, staffing, or outsourcing decisions – and thereby significantly reducing the ability for oversight from both the City Council and residents. While this report was historically provided twice per year, at the time the FAHC was created, the last issuance of such a report was in February 2018. Please note that these legacy reports had been available online via the Finance Department website until sometime in mid to late 2020. They have since been removed. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation, financial statement fraud*

**Finding 6.2 The City reduced the detail provided in its Legal Billing Disclosures amidst resident concerns regarding conflicts of interest regarding the City Attorney’s employment by Colantuono, Highsmith, and Whatley** As far back as the 1990’s (the oldest available files archived in the City’s online document database) legal expenses included in the warrant register presented, and approved for payment by the City Council were summarized by matter with each matter assigned a specific identifier (either a matter name or case number).<sup>31</sup> Starting with the legal expenses billed for the month of July 2021 by Colantuono, Highsmith, and Whatley (the firm which employs the City’s contract City Attorney among providing other legal services), and presented to the City Council for inclusion in the warrant register to be approved on October 6, 2021,<sup>32</sup> these identifiers have been removed.

	FY 2017-2018												FY 2018-2019												FY 2019-2020											
	1/31/18	1/17/18	2/17/18	5/2/18	6/6/18	8/15/18	9/19/18	11/7/18	1/16/19	2/6/19	3/6/19	4/17/19	5/15/19	7/17/19	8/21/19	10/2/19	11/6/19	12/4/19	12/18/19	1/14/20	2/5/20	3/18/20	4/15/20	6/3/20	6/17/20											
General Services	9,597.37	9,599.59	9,570.85	18,893.63	19,261.47	19,215.82	9,500.00	19,326.25	9,587.20	9,620.64	9,601.54	9,650.80	9,560.32	9,560.32	10,077.72	10,095.12	10,141.62	10,075.40	10,067.28	10,065.78	10,088.77	4,194.95	5,449.00													
<b>LITIGATION (UNIDENTIFIED)</b>																																				
Case 2 (SMITH)																																				
Case 1 (Foa)																																				
Case (Benzon)																																				
Other identified Litigation Cases	141.00	10,300.26	3,413.05	3,067.00	16,332.74	5,470.58	141.00	2,096.50	141.00	1,081.00	1,848.00	107.00	2,312.40	4,249.96	17,594.25	21,735.52	7,311.70	8,161.68	10,671.09	17,607.18	13,543.50	10,988.25	367.50													
Transportation (F10 issues)	6,721.78	5,384.93	4,754.00	5,269.50	3,607.50	4,860.85	21,854.30	7,000.50	6,785.50	1,997.50	4,253.50	1,433.50	305.50	1,081.00	592.16	3,154.00	19,949.55	3,026.00	11,373.51	6,908.00	9,062.98	5,576.94	2,860.50													
Labor & Employment	493.50	1,998.00	5,757.50	3,478.00	5,146.50	12,290.50	1,679.50	3,266.00	3,078.50	5,898.50	1,034.00	1,959.00	2,209.00	2,209.00	4,624.50	3,438.00	3,887.50	16,047.93	4,064.00	1,077.50	12,746.76	1,483.00	1,638.50													
Special Projects	2,238.50	1,683.50	10,799.00	3,355.00	5,494.50	12,330.83	8,711.00	22,624.86	1,808.50	15,294.57	4,812.00	9,874.31	2,694.86	3,034.08	2,940.00	3,120.06	3,568.56	20,203.00	18,000.50	22,577.56	17,750.25															
Tax & Assessment	1,443.50			188.00	1,537.50	9,318.00	694.50								2,420.50	1,956.50	78.00	195.00	87.00	390.00	730.00	612.50	318.50													
Water & Utilities	493.50	235.00	282.00	446.50	4,136.00	164.50	493.50	399.50	282.00	564.00	869.50	611.00	752.00	70.50	441.00		24.50	2,417.50	328.00	730.00	5,841.00	4,551.00														
COVID-19																																				
Gardena V RWQCB	415.00	292.50	449.00	714.50	438.50	732.00	555.50	70.50	120.00	987.00	94.00	684.00	1,950.50	1,039.00	814.25	468.45	1,127.45	198.50	2,064.00	204.50	65.00	161.00	253.50													
Miscellaneous															600.00																					
<b>Subtotal</b>	<b>22,194.65</b>	<b>29,584.38</b>	<b>35,619.30</b>	<b>36,002.63</b>	<b>55,956.21</b>	<b>64,421.58</b>	<b>43,898.30</b>	<b>63,486.61</b>	<b>18,918.20</b>	<b>39,273.71</b>	<b>21,936.04</b>	<b>25,409.61</b>	<b>27,581.50</b>	<b>25,471.40</b>	<b>24,466.59</b>	<b>45,864.82</b>	<b>60,279.20</b>	<b>42,732.59</b>	<b>35,730.47</b>	<b>50,312.37</b>	<b>68,301.19</b>	<b>54,357.05</b>	<b>44,413.00</b>													
% Growth YoY																																				

	FY 2020-2021								FY 2021-2022									
	7/1/20	7/15/20	8/5/20	11/18/20	12/16/20	3/2/21	4/7/21	4/28/21	7/1/21	7/21/21	10/6/21	10/20/21	11/10/21	1/12/22	2/1/22	3/28/22	4/20/22	6/4/22
General Services	6,495.50																	
<b>LITIGATION (UNIDENTIFIED)</b>																		
Case 2 (SMITH)																		
Case 1 (Foa)																		
Case (Benzon)																		
Other identified Litigation Cases	7,134.50					1,568.00	1,592.50				2,552.75							
Transportation (F10 issues)																		
Labor & Employment	860.50																	
Special Projects	8,645.50																	
Tax & Assessment	1,273.50																	
Water & Utilities	1,273.50																	
COVID-19	3,544.50																	
Gardena V RWQCB	82.00																	
Miscellaneous																		
<b>Subtotal</b>	<b>29,623.35</b>					<b>191.58</b>	<b>64,359.19</b>	<b>55,684.72</b>										

It should be noted that, while discussion by the City Council during the October 6<sup>th</sup> meeting concluded that the shift in billing practice was to mitigate any potential “advantage” that an

opposing council could gain by seeing the amount of billings incurred by the City on any particular case, this change in billing practices occurred just one month after various residents raised concerns to the City Council, via public comments, regarding what was perceived to be excessive litigation costs, specifically citing the billings by Colantuono, Highsmith, and Whatley associated with the ongoing “Case 2” litigation.<sup>33</sup> That South Pasadena City Attorney, Andrew Jared, who recommended the change in the decades-long billings practice, is a contract City Attorney employed directly by Colantuono, Highsmith, and Whatley presents a conflict of interest vis a vis the recommendation to Council. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation, financial statement fraud*

**Finding 6.3 If the City had maintained the frequency and detail of legal expense reporting, the disclosures would have alerted the public to large fluctuations in legal expenses from year to year.** The 2018-2019 CAFR filed with the City Council on October 26, 2020, estimated legal liabilities of the City, outside of its budgeted legal expenses, at \$500,000. On March 12, 2021, less than 5 months after the 2018-2019 CAFR was presented to the City Council, the *SouthPasadenan* reported<sup>34</sup> that the City’s then-proposed 2020-2021 City budget included a litigation budget of “\$1.15 million for 2021, nearly four times as much as for 2020...” The article also quotes then-acting Interim Assistant City Manager, Elaine Aguilar, as stating the “\$1.15 million figures does not include potential costs for the still pending litigation over a sewer leak on Hanscom Dr. [Case 2]” FAHC recommends that increased financial reporting of highly fluctuating, cumulatively large legal expenses is an important step toward greater financial transparency, including an immediate return to providing semi-annual reports on expenses for all lawyers, consultants, and lobbyists. *Potential Red Flags: Weak internal control processes, conflict of interest, asset misappropriation, financial statement fraud*

#### IV. RECOMMENDATION REGARDING A FORENSIC AUDIT

It was not within the scope of the FAHC to make any conclusions as to whether any inappropriate activities *had* occurred or the intentions behind any individual activities described in this report. The FAHC has not made, nor does it infer, any such conclusions. Rather, it was the task of the FAHC to investigate whether red flags existed that would indicate inappropriate activities *may* have occurred. It is the opinion of the FAHC that the red flags discussed throughout this report do, on their surface, warrant a further review by specialists via a forensic audit. However, given the number of years that have transpired since the bulk of these actions took place, the significant financial cost associated with such an endeavor, and the prior removal/resignation of many then-acting City officials potentially involved, such a step may not be practical for the City at this time. The FAHC instead recommends the City take the additional actions outlined below to help ensure similar activities are not tolerated or allowed to exist in the future. This conclusion was based, in no small part, upon the assumption that City Staff, the Finance Commission, and the City Council will continue to implement the many recommendations provided in both this report and previously provided throughout the FAHC’s work. In the event the City does not follow through on the recommendations provided in the next 12 months, it is the belief of the FAHC that a forensic audit, designed to look into the numerous findings discussed in this report, is not only warranted, but necessary.

It is further recommended that City Staff:

- Review and prepare an analysis to the Finance Commission and City Council regarding the viability of instituting a new, independent internal auditor position within the City of South Pasadena. As discussed elsewhere in this report, the existing City policies and procedures, had they been properly followed, would have helped prevent or eliminate many of the FAHC’s findings. However, as the position of City Manager is the only City Staff member reporting directly to the City Council who is also under the Council’s direct and sole supervision, a potential for conflict of interest is created. An Internal Auditor, hired by, reporting to, and having compensation determined directly by the City Council, would act

independently of the City Manager and Finance Departments, helping to ensure ongoing compliance with stated City codes, policies, and procedures without fear of intimidation or retaliation by the City Manager. This internal auditor could support the City Council in their responsibility for oversight by providing institutional knowledge and an additional level of security regarding stewardship of funds for the citizens of South Pasadena;

- In order to comply with best practices for contract attorneys as described by the League of California Cities and the City of South Pasadena’s own code of ethics requiring the elimination of even the “appearance” of a conflict of interest, it is recommended the City codify as policy that the City cannot retain one law firm to provide both (i) contract City Attorney services, and (ii) litigation services;
- Immediately proceed with an RFP for a new contract City Attorney law firm (as already motioned by Councilmember Zneimer and seconded by Councilmember Cacciotti in open session during the September 1, 2021 council meeting) to be acted upon, and any awards determined, by the newly constituted City Council after the November 2022 elections;
- Determine its estimated legal liability position in accordance with GASB, as required by local and State regulation, and after a full review of a fulsome economic risk analysis of all existing, pending, or threatened litigation outstanding for the relevant time-period, prepared by the City Attorney and reviewed by the Finance Department, Finance Commission, City Manager, and the City Council prior to inclusion in any City budget or CAFR;
- Increase financial reporting of highly fluctuating, cumulatively large legal expenses, including an immediate return to providing semi-annual reports on expenses for all lawyers, consultants, and lobbyists; and
- Provide a quarterly update to the Finance Commission to update both that body and, in turn through Finance Commission and City Council Liaison reports, the City Council as to Staff’s progress on implementing the recommended actions.

The opinion is based on the FAHC’s work on the operational matters described above; its review of documents and other information provided by Staff during the FAHC’s work; agenda reports, presentations, and discussions at open meetings of the Finance Commission and City Council; and other related, publicly accessible materials – many of which have been cited throughout this report in support of the FAHC’s findings and recommendations.

The FAHC did not consider, and did not have access to, City Council closed session materials, or other information protected from disclosure to the public by the attorney-client or other privileges. Nevertheless, the FAHC believes that the current members of the City Council, in consultation with current City senior management, should conduct its own assessment of the necessity for and scope of any additional audits (including a forensic audit if deemed warranted), using relevant materials that may be outside the scope of the FAHC’s work or protected from public disclosure.

For the purpose of transparency to Staff, the City Council, and City residents, much of the FAHC’s discussions regarding the final scope item, to “Assess whether it is advisable for staff to recommend a forensic audit be conducted for the period of July 2019 through the current period [September 2020],” can be found in publicly available emails and Zoom meeting video recordings (for the final two meetings of the FAHC). Videos can be found on the City’s YouTube channel (<https://youtu.be/EBod1BSaoQY> and <https://www.youtube.com/watch?v=qkCj65Qcc-E>).

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## EXHIBIT A

### COMPREHENSIVE ANNUAL FINANCIAL REPORT (“CAFR”) FOR FISCAL YEAR 2018-2019

On September 24, 2020, a draft Comprehensive Annual Financial Report (“CAFR”) for fiscal year 2018-2019 was presented to the Finance Commission for review, discussion, and a recommendation to City Council.

During its initial review of the draft 2018-2019 CAFR, the commission discovered discrepancies between the draft 2018-2019 CAFR and the 2018-2019 budget adopted by City Council on June 6, 2018.<sup>35</sup> The commission further observed discrepancies between the 2018-2019 budget adopted by City Council and the 2018-2019 budget document posted on the City’s website.<sup>36</sup>

In other words, there were three different 2018-2019 budget documents, two of which were different from the budget document actually adopted by the City Council in 2018. The commission could not find evidence that the changes had been disclosed to or approved by the City Council.

In its initial meeting on October 13, 2020, the FAHC reviewed, discussed, and provided feedback to staff on the draft CAFR, on the variances identified by the Finance Commission, and on the adverse findings made by the City’s auditor in connection with the draft 2018-2019 CAFR. Among others, the auditor’s findings included:

- Non-Compliance with Budget Policy: While reviewing the DRAFT 2018/19 CAFR, members of the FAHC realized that the 2018/19 Budget referred to in the DRAFT CAFR was not consistent with the 2018/19 Budget approved by the City Council. Similar to the 2020/21 Budget variances described elsewhere in this report, subsequent to approval of the 2018/19 Budget by the City Council, errors within the Budget appear to have been discovered by members of the Finance Department and “corrected” without any notification to, review, or approval by the Finance Commission or City Council. As noted by RAMS and included in the 2018/19 CAFR Management Letter, this was in violation of stated City Financial Policy.
- Non-Compliance with City Purchasing Policy: City purchasing policies include various provisions outlining authority levels required by the total size of expenditure. These policies state, among other things, that any contract, amendment, or follow-on contract, that results in a cumulative possible expenditure in excess of \$25,000.00 requires approval by the City Council<sup>37</sup>. Included in the sample selections reviewed by RAMS as part of the 2018/19 CAFR, approximately eighteen (18) contracts were found to be in potential violation of the City’s purchasing policies, including at least two contracts that, on their surface, should have gone to the City Council for approval. Both were executed by then-acting City Manager DeWolfe and then-acting City Attorney Highsmith (contracted through Colantuono, Highsmith, and Whatley).
- Bank Reconciliations Not Prepared Timely: RAMS found that bank reconciliations had not been prepared, reviewed or approved in a timely manner, describing the cause as: “The City did not have controls in place to ensure bank reconciliations were performed in timely manner [i.e., monthly].” The auditor considered this deficiency to be a “material weakness.”<sup>38</sup>
- Year-End Closing Process: RAMS found that “many accounts were not properly reviewed and/or reconciled at year-end in preparation for the [2018-2019] audit.” The auditor described the cause as: “The City did not maintain the appropriate staffing levels to allow for the proper year-end closing process.” The auditor considered this deficiency to be a material weakness.



- Accounting Procedures and Policies Manual: RAMS found that the Finance Department did not have “an updated accounting procedures and policies manual readily available for reference.” The auditor considered this deficiency a “significant deficiency.”<sup>39</sup>

A revised draft 2018-2019 CAFR was presented to the Finance Commission on October 15, 2020, with current staff disclosing and explaining the revisions made to the draft initially presented to the commission on September 24, 2020, in response to feedback received from the commission and from the FAHC. The commission voted to receive and file the 2018-2019 CAFR.

The 2018-2019 CAFR was presented to the City Council on October 26, 2020. The agenda report discussed and explained the variances identified by the Finance Commission and their review by the Finance Commission and by the FAHC. The City Council voted 4-1 to receive and file the 2018-2019 CAFR.<sup>40</sup>

In the FAHC’s view, a primary cause of the financial reporting crisis that led to the formation of the FAHC was insufficient staffing in the Finance Department. In addition to the “high turnover at the management level in the Finance Department” cited by the City’s auditor, an ill-conceived 2018 reorganization of the Finance Department, promoted by the then-acting City Manager, reduced department staff from a historical nine (9) to five (5), and outsourced business licenses and payroll functions.

Exacerbating the reduction in staff was the replacement of legacy staff with new staff who did not have institutional knowledge, and the hiring of a Finance Director who lacked the experience necessary to lead the department.

These conditions, compounded by a lack of controls (and the failure to follow existing controls), led to a delay in month-end bank reconciliations -- by as much as twelve (12) months -- which in turn led to a delay in the year-end closing process, which in turn led to a delay in commencing the audit process for the 2018-2019 CAFR.

The City’s former City Manager retired suddenly effective September 12, 2020, immediately subsequent a September 11, 2020 Special Agenda Closed Session performance evaluation with the City Council. The City’s former Finance Director left on an unspecified indefinite family leave in August 2020, and resigned on October 6, 2020, prior to returning from leave and one week after the formation of this FAHC was announced.<sup>41</sup> The committee credits the interim Assistant City Manager hired to lead the Finance Department and current department staff for their transparency and responsiveness to feedback from the Finance Commission and the FAHC, and for bringing the fiscal year 2018-2019 CAFR to completion.

#### ANNUAL COMPREHENSIVE FINANCIAL REPORT (“ACFR”) FOR FISCAL YEAR 2019-2020

Finance Department staff regularly updated the FAHC and the Finance Commission on the progress of the audit necessary to complete the Annual Comprehensive Financial Report (“ACFR”) for fiscal year 2019-2020, noting completion of tasks on the year-end audit schedule.

To assist staff with preparation for the 2019-2020 audit, the FAHC reviewed City Council agenda materials for the 2019-2020 fiscal year (July 1, 2019, through June 30, 2020) to identify City Council action that had the effect of adjusting or modifying the budget, such as authorizing contracts or contract amendments, or increasing contract amounts. The FAHC members assembled the relevant agendas, agenda reports, and minutes for use by staff in connection with the audit and completion of the 2019-2020 ACFR.

A draft 2019-2020 ACFR was presented to the Finance Commission on July 14, 2021, and to the City Council on July 21, 2021. Both bodies voted to receive and file the report.

#### ANNUAL BUDGET FOR FISCAL YEAR 2020-2021

A new, draft fiscal year 2020-2021 budget was presented to the Finance Commission on March 4, 2021, and to the City Council on April 27, 2021. The commission voted unanimously to recommend approval of the 2020-2021 budget, and the Council voted unanimously to adopt the budget.

With the 2018-2019 CAFR having been completed, year-end fund balances and fiscal year 2018-2019 revenue and expenditures reported in the 2020-2021 budget were tied to actual, audited numbers. Additionally, fiscal year 2019-2020 revenue and expenditures were tied to pre-audit, actual numbers.

#### UPDATING FINANCIAL POLICIES AND PROCEDURES

As part of the FAHC review, recommendations were made to Staff regarding updated financial policies in 2021-2022 budget including: mid-year budget update, quarterly reports, GASB 10 / risk management accounting (revenues and expenditures are now accounted for through insurance internal service fund, instead of through general fund via transfer). The FAHC also discussed purchasing policies, the lack of a current policies and procedures manual, reviewed existing City policies as provided by staff, and also reviewed other the policies of other "case study" cities with the City of Irvine providing a model as to best practices. The City has since retained a consultant to draft an updated policies and procedures manual tailored to the City of South Pasadena based on the prior mentioned recommendations and reviews.

## EXHIBIT B

**From:** Lucy Demirjian  
**Sent:** Wednesday, May 27, 2020 9:37 AM  
**To:** Stephanie DeWolfe <[sdewolfe@southpasadenaca.gov](mailto:sdewolfe@southpasadenaca.gov)>; Karen Aceves <[kaceves@southpasadenaca.gov](mailto:kaceves@southpasadenaca.gov)>  
**Cc:** Tamara Binns <[tbinns@southpasadenaca.gov](mailto:tbinns@southpasadenaca.gov)>  
**Subject:** RE: Legal Services Account  
**Importance:** High

Not good news here.... We will need min \$180K to get through the year. COVID expenses are less than \$20K to date. And the ASmith reimbursement is not guaranteed, Mike doesn't believe it will be approved.

We need to go to Council for sure, can we discuss ASAP.

---

**From:** Karen Aceves <[kaceves@southpasadenaca.gov](mailto:kaceves@southpasadenaca.gov)>  
**Sent:** Wednesday, May 27, 2020, 9:11 AM  
**To:** Tamara Binns; Lucy Demirjian  
**Subject:** Legal Services Account

Hi All,

We need to go to council to request an increase for legal services of about \$200,000 for the remainder of the year. It is already over by 21, 000 so we will need to go to council this meeting.

Let's talk more.

Karen

---

**From:** Michael Casalou  
**To:** Sean Joyce  
**Subject:** RE: Risk Management  
**Date:** Wednesday, November 4, 2020 3:59:13 PM

With respect to excess coverage, a final coverage determination is made at the conclusion of a claim and if deemed not covered, related defense costs are also not covered. However, PRISM staff, on behalf of the Claims Review Committee issues a coverage alert letter early on as a courtesy to members to provide preliminary notice of potentially uncovered exposure.

The Liabilities Claims Specialist and staff from PRISM make the determination. However, they do allow communication from a member to make an argument for coverage. I am aware of only one case (Smith case) where we were notified that we may have coverage issues. However, the City's attorney (Jenni Pancake) on that case provided a detailed response to their initial coverage letter that seemed to resonate with the PRISM staff.

**From:** Sean Joyce <[sjoyce@southpasadenaca.gov](mailto:sjoyce@southpasadenaca.gov)>  
**Sent:** Wednesday, November 4, 2020 3:48 PM  
**To:** Michael Casalou <[mcasalou@southpasadenaca.gov](mailto:mcasalou@southpasadenaca.gov)>

Subject: Fwd: Risk Management  
Begin forwarded message:  
From: Stephen Rossi <[srossi@southpasadenaca.gov](mailto:srossi@southpasadenaca.gov)>  
Date: November 4, 2020 at 3:37:20 PM PST  
To: Sean Joyce <[sjoyce@southpasadenaca.gov](mailto:sjoyce@southpasadenaca.gov)>  
Subject: Re: Risk Management

So the two follow up questions would be:

- When do we submit for reimbursement for expenses in excess of \$100K? At the time of invoice, payment, or final judgement?
- "The Liability program works on a reimbursement basis, therefore, the City will be reimbursed for amounts spent above the SIR assuming the loss is a covered under the bylaws. " Who is looking at whats covered under the bylaws and has the insurance carrier acknowledged that all of the ongoing litigations are covered?"

From: Sean Joyce  
Sent: Tuesday, November 3, 2020 1:33 PM  
To: Stephen Rossi  
Subject: FW: Risk Management

Steve,

See Mike's explanation below.

Sean

From: Michael Casalou  
Sent: Tuesday, November 3, 2020 1:24 PM  
To: Sean Joyce <[sjoyce@southpasadenaca.gov](mailto:sjoyce@southpasadenaca.gov)>  
Subject: Risk Management

### **Risk Management Overview**

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets, error and omissions; injuries to employees and natural disasters. The City utilizes a combination of self-insurance, Joint Powers Authority participation and excess insurance to address these concerns. The City's primary coverage provider is Public Risk Innovation, Solutions and Management (PRISM formerly CSAC). The purpose of this organization is to provide a form of liability, workers compensation and property coverage whereby risks are transferred to the JPA to fund appropriately for its member agencies. General liability, Workers Compensation and Property losses are pooled among the member cities at certain levels, and coverage is jointly purchased in excess layers. The City pays an annual deposit based on a calculation of prior claims experience and payroll (or Total Insured Values for Property coverage). For Liability, the City has a self-insured retention of \$100,000, losses exceeding the self-retention limit up to \$5 million per claim are recovered from deposits paid by member cities. Individual claims in excess of \$5 million up to a maximum of \$50 million are covered by private insurance carriers. The Liability program works on a reimbursement basis, therefore, the City will be reimbursed for amounts spent above the SIR assuming the loss is a covered under the bylaws. For Workers Compensation, the City has a self-insured retention of \$125,000, losses exceeding the self-retention limit up to \$5 million per claim are recovered from deposits paid by member cities. Individual claims in excess of \$5 million are covered by private insurance carriers who provide 'Statutory' coverage.

EXHIBIT C

	12 Mos Actual FY2015-2016	12 Mos Actual FY2016-2017	12 Mos Actual FY2017-2018	12 Mos Actual FY2018-2019	12 Mos Actual FY2019-2020	12 Mos Actual FY2020-2021	11 Mos Actual FY2021-2022	5 Year Total	Check
<b>General Services</b>	193,569.00	241,457.00	47,661.44	95,322.88	105,763.72	99,376.28	107,083.94	507,555.12	-
<b>LITIGATION</b>									
Case 1 (Smith)					5,863.50	114,175.53	156,648.38	116,841.18	316,648.89
Case 2 (Smith)					14,775.50	1,965.00		16,738.50	16,738.50
Case 1 (Pro)			16,921.31	33,842.62	21,944.32			57,868.94	57,868.94
Case (Benson)			22,089.81	44,179.62	44,137.05	75,029.06	51,649.01	218,805.69	218,805.69
Transportation (710 Issues)			2,396.50	4,793.00	1,527.50	8,941.00	12,208.57	28,327.57	28,327.57
Labor & Employment			11,727.00	23,454.00	34,352.50	52,909.19	33,527.00	194,734.69	194,734.69
Special Projects			18,256.00	36,512.00	80,950.57	96,759.87	116,843.80	158,185.58	489,251.82
Tax & Assessment			1,611.50	3,223.00	11,280.00	5,724.50	4,336.50	24,882.50	24,882.50
Water & Utilities			1,457.00	2,914.00	7,520.00	5,694.50	10,734.50	16,377.50	43,240.50
COVID-19			1,871.00	3,742.00	3,681.50	10,392.00	8,042.00	18,434.00	18,434.00
Gardens V RWOCB			1,903.50	3,807.00	3,846.15	2,608.00	144.50	18,522.14	18,522.14
Miscellaneous			1,998.00	1,033.00	1,903.50	600.00	(415.10)	33,639.44	35,727.84
<b>Subtotal</b>	<b>226,525.00</b>	<b>293,466.00</b>	<b>123,991.56</b>	<b>247,983.12</b>	<b>333,300.26</b>	<b>479,511.33</b>	<b>519,931.33</b>	<b>2,079,992.39</b>	-
% Growth YoY	N/A	11.9%	-2.2%	34.4%	43.9%	5.0%	2.5%		
Subtotal - Litigation (All)			39,011.12	78,022.24	86,320.97	191,167.59	208,297.39	719,316.20	719,316.20
Subtotal - Litigation (Identified as Smith Case)					5,263.50	114,175.53	156,648.38	316,648.89	316,648.89
Case 2 (Smith) as % of total Litigation Expense by Period (as Identified in Billings)					6.1%	59.7%	75.2%	22.9%	43.3%
Subtotal - Litigation (Identified Smith plus Pro Forma for Undesignated Billings)					5,263.50	114,175.53	156,648.38	316,648.89	316,648.89
Case 2 (Smith) as % of total Litigation Expense by Period (Pro Forma for Undesignated Billings)					6.1%	59.7%	75.2%	22.9%	43.3%

**CITY CASE 2 LITIGATION EXPENSE DETAIL BASED ON KEY TIMELINE OF EVENTS**

**Key Items and Dates**

DATE	# OF MONTHS	\$ Expenses	Cumulative \$	Cumulative %
Jan-18	N/A	-	-	0.0%
Oct-19	21.27	11,825.86	11,825.86	2.0%
Jun-20	8.13	107,613.17	119,439.03	20.1%
Jan-21	7.13	61,681.42	181,120.45	30.5%
Jun-21	5.03	94,966.96	276,087.41	46.6%
Nov-21	5.10	71,011.40	347,098.81	58.5%
Dec-21				
May-22	6.03	45,937.15	393,035.96	66.3%
May-22				
<b>Cumulative Total Expense (Excluding Third Party Fees i.e. TransTech, engineers, etc)</b>	<b>52.70</b>	<b>593,035.96</b>	<b>593,035.96</b>	<b>100.0%</b>

Total Cost to the City Since Losing the SLAPP Judgement: 411,915.51  
 Total Cost to the City Since First Mediation Date: 473,596.93  
 Total Cost to the City Since \$80K Settlement Proposal Made by Resident: 581,210.10  
 Total Cost to the City Since Original \$40K Claim Made by Resident: 593,035.96

	12 Mos Actual FY2015-2016	12 Mos Actual FY2016-2017	12 Mos Actual FY2017-2018	12 Mos Actual FY2018-2019	12 Mos Actual FY2019-2020	12 Mos Actual FY2020-2021	11 Mos Actual FY2021-2022	5 Year Total	Check
<b>General Services</b>	193,569.00	241,457.00	47,661.44	95,322.88	105,763.72	99,376.28	107,083.94	507,555.12	-
<b>LITIGATION (UNIDENTIFIED)</b>									
Case 1 (Pro)			16,921.31	33,842.62	21,944.32			57,868.94	57,868.94
Case (Benson)			22,089.81	44,179.62	44,137.05	75,029.06	51,649.01	218,805.69	218,805.69
Transportation (710 Issues)			2,396.50	4,793.00	1,527.50	8,941.00	12,208.57	28,327.57	28,327.57
Labor & Employment			11,727.00	23,454.00	34,352.50	52,909.19	33,527.00	194,734.69	194,734.69
Special Projects			18,256.00	36,512.00	80,950.57	96,759.87	116,843.80	158,185.58	489,251.82
Tax & Assessment			1,611.50	3,223.00	11,280.00	5,724.50	4,336.50	24,882.50	24,882.50
Water & Utilities			1,457.00	2,914.00	7,520.00	5,694.50	10,734.50	16,377.50	43,240.50
COVID-19			1,871.00	3,742.00	3,681.50	10,392.00	8,042.00	18,434.00	18,434.00
Gardens V RWOCB			1,903.50	3,807.00	3,846.15	2,608.00	144.50	18,522.14	18,522.14
Miscellaneous			1,998.00	1,033.00	1,903.50	600.00	(415.10)	33,639.44	35,727.84
<b>Subtotal</b>	<b>226,525.00</b>	<b>293,466.00</b>	<b>123,991.56</b>	<b>247,983.12</b>	<b>333,300.26</b>	<b>479,511.33</b>	<b>519,931.33</b>	<b>2,079,992.39</b>	-
% Growth YoY	N/A	11.9%	-2.2%	34.4%	43.9%	5.0%	2.5%		

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## ENDNOTES

<sup>1</sup> The agenda report also represented, incorrectly, that the different draft budget presented the City Council had been reviewed and recommended for approval by the Finance Commission. The agenda report begins at page 17-1 of the [agenda packet](#) for the Council's June 3, 2020, meeting.

<sup>2</sup> With respect to reserve and special revenue fund balances, both the former finance director who authored one of the critical reports and the Finance Commission observed that information from prior completed audits had been misapplied to prior adopted budgets.

Specifically, the adopted fiscal year 2018-2019 budget used estimated year-end balances from the adopted 2017-2018 budget, instead of actual, year-end balances from the relevant and available annual audit.

*With the 2018-2019 CAFR delayed, fund balances in the original draft 2020-2021 budget presented to the Finance Commission could not have been tied to actual, audited numbers in the first instance. In light of this, the history of misapplication of audit information to prior adopted budgets, and the substantial changes made to the fund balances in the draft budget presented to the commission, the fund balances in the draft budget presented to City Council lacked reliability.*

<sup>3</sup> The \$3.5 million "shortfall" referenced by Stephanie DeWolfe at the outset of the June 24, 2020 City Council meeting is actually referencing a projected revenue decline of \$3.432 million from the prior "Pre-Covid" 2020-2021 General Fund revenue expectations to the revised "Post-Covid" revenue expectations (Pre- and Post-Covid budget projections by Staff were \$30.893 million and \$27.461 million respectively and can be found on page 17-24 of the June 3, 2020 City Council agenda meeting packet).

In reality, the Pre-Covid budget presents an increase in revenues over the 2019-2020 year. The 2019-2020 budget (approved well prior to start of Covid domestically in March 2020) includes General Fund revenue expectations of \$28.601 million. As a result, the true revenue "shortfall" presented by the budget presented by Staff to the City Council in the June 3, 2020 agenda packet was not \$3.5 million, but rather \$1.140 million (the 2019-2020 budgeted revenues of \$28.6 million less the Post-Covid budget proposal of \$27.5 million).

However, it should be noted that the June 3, 2020 version of the proposed budget includes an \$897 thousand reduction in property tax revenues from the draft budget provided to the Finance Commission only three days earlier (\$14.825 million vs \$15.722 million respectively). Were the property tax revenues held consistent with the draft previously sent to the Finance Commission, the true revenue "shortfall" provided in the Post-Covid budget would have only resulted in a \$243 thousand differential from the adopted 2019/20 fiscal year budget – only 6.9% of the \$3.5 million figure presented by DeWolfe and Aceves in the June 24, 2020 City Council meeting.

It should also be noted, that while the 2020-2021 fiscal year numbers are not yet finalized, on February 16, 2022, City Staff provided the City Council with a Mid-Year financial review for the 2021-2022 fiscal year. During that review, Staff presented the City Council with an updated estimate of General Fund revenues, including an estimated \$16.4 million from property taxes – nearly \$1.6 million HIGHER than the 2020-2021 budget proposed by DeWolfe/Aceves (these figures include both the *Property Tax* and *Motor Vehicles in-Lieu* line items in order to be consistent with the reporting presentation of the June 3, 2020 budget presentation which also included both line items).

<sup>4</sup> The Staff report begins at 0:04:45 of the June 24, 2020 video recording available on the City's website

<sup>5</sup> Councilmember Schneider's comments begin at approximately 1:04:49 of the June 24, 2020 video recording available on the City's website

<sup>6</sup> Councilmember Khubesrian's comments can be found at approximately 1:23:00 of the June 24, 2020 video recording available on the City's website

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<sup>7</sup> See public comments by “Emily Diaz-Vines” at page PC-2-13 and “Mel Trom” at page PC-2-15 in the [additional document packet](#) for the Council’s June 24, 2020, meeting, and <https://southpasadenan.com/marina-khubesrian-admits-to-fraudulent-emails-south-pasadena-councilwoman-resigns/>.

<sup>8</sup> <https://southpasadenan.com/strange-emails-sent-to-city-council-veiled-threats-to-cacciotti/>

<sup>9</sup> Staff’s report and additional documents presented to the City Council outlining the scope of work for the FAHC, and approved 5-0 by the City Council, can be found on page 1-1 of the September 28, 2020 Special City Council Meeting Agenda located here: <https://www.southpasadenaca.gov/home/showpublisheddocument/24197/637366498690570000> and here: <https://www.southpasadenaca.gov/home/showpublisheddocument/24203/637369070841270000>

<sup>10</sup> While the FAHC originally included two (2) members from the Finance Commission, one of those members resigned from the FAHC prior to the final version of this report.

<sup>11</sup> The October 26, 2020 vote is discussed in more detail later in this report.

<sup>12</sup> What had previously been known as a Comprehensive Annual Financial Report (CAFR) was changed to being called an Annual Comprehensive Financial Report (ACFR)

<sup>13</sup> <https://www.investopedia.com/terms/f/forensic-audit.asp>

<sup>14</sup> American Journal of Business Education – Fourth Quarter 2008, Volume 1, Number 2, Pg 116 (<https://files.eric.ed.gov/fulltext/EJ1052569.pdf>)

<sup>15</sup> American Journal of Business Education – Fourth Quarter 2008, Volume 1, Number 2, Pg 125 (<https://files.eric.ed.gov/fulltext/EJ1052569.pdf>)

<sup>16</sup> <https://www.investopedia.com/terms/f/forensic-audit.asp>

<sup>17</sup> City Council meeting video for November 7, 2018 (see time stamp 00:53:59): [http://www.spectrumstream.com/streaming/south\\_pasadena/2018\\_11\\_07.cfm](http://www.spectrumstream.com/streaming/south_pasadena/2018_11_07.cfm)

<sup>18</sup> See City Gate Report, dated August 16, 2018, at Exec. Summary, p. 8 (<https://www.southpasadenaca.gov/home/showpublisheddocument/21224/637280665975830000>)

<sup>19</sup> The Citygate report can be found on the Finance Department’s website here: <https://www.southpasadenaca.gov/government/departments/finance-department-resources>

<sup>20</sup> <https://southpasadenan.com/former-city-clerk-files-retaliation-suit-alleges-cover-up-by-city-managers/#:~:text=Lauren%20Rubin%2C%20a%20former%20long,a%20scandal%20over%20business%20licenses.>

<sup>21</sup> The April 18, 2018 Staff report along with the Citygate contract and proposal can be found here: <https://opengov.southpasadenaca.gov/WebLink/DocView.aspx?id=96147&searchid=3b9d901b-9e75-450b-a60b-af5d9a48d0d6&dbid=0>

<sup>22</sup> Employment histories for Green and DeWolfe can be found on LinkedIn here <https://www.linkedin.com/in/andrew-green-27a96357/> and here <https://www.linkedin.com/in/stephanie-dewolfe-96408062/>, respectively

<sup>23</sup> <https://www.pasadenastarnews.com/2015/01/20/two-pasadena-department-heads-fired-amid-64m-embezzlement-investigation/>

<sup>24</sup> <https://southpasadenan.com/former-city-clerk-files-retaliation-suit-alleges-cover-up-by-city-managers/#:~:text=Lauren%20Rubin%2C%20a%20former%20long,a%20scandal%20over%20business%20licenses.>

<sup>25</sup> South Pasadena City Code Article XI Purchasing, Subsection 2.99-29 Purchasing system (11)(e): <https://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena02.html#2.99-29>

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<sup>26</sup> The relevant code section found at Title 2, South Pas Municipal Code Section 2.99-29 paragraph (12) states: “(12) Professional and Contractual Services. Contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract. If the contract is equal to or below twenty-five thousand dollars, the contract shall require the approval of, and be executed by, the city manager. All contracts exceeding twenty-five thousand dollars must be approved by the city council.”

<sup>27</sup> Comments and discussions regarding the City’s litigation accruals can be found from 0:59:59 to 1:04:33 and from 1:32:17 to 1:56:25 of the October 26, 2020 City Council meeting video available on the City’s website.

<sup>28</sup> Under GASB accounting standards, potential liabilities associated with litigation outstanding at June 30, 2019 would need to be reviewed for potential inclusion in a litigation accrual on the City balance sheet. Potential liabilities that presented subsequent to June 30, 2019 would be reviewed for potential inclusion in a subsequent event footnote.

<sup>29</sup> <https://southpasadenan.com/case-settled-city-settles-another-lawsuit/>

<sup>30</sup> <https://www.calcities.org/resource/practicing-ethics>

<sup>31</sup> e.g. legal billings generated by Kane, Ballmer, Berkman on page 32 of the November 17, 1999 City Council Agenda Packet: <https://opengov.southpasadenaca.gov/WebLink/0/doc/220/Page1.aspx>

<sup>32</sup> See legal billings generated by Colantuono, Highsmith and Whatley on page 10-9 of the October 6, 2021 City Council Agenda Packet: <https://www.southpasadenaca.gov/home/showpublisheddocument/27166/637686044516370000> vs billings generated by the same firm on page 7-13 of the August 18, 2021 City Council Agenda Packet: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>

<sup>33</sup> Specific public comments regarding this note can be found on page AD-69 here: <https://www.southpasadenaca.gov/home/showpublisheddocument/26854/637649025770770000>; and pages AD-13 and AD-29 here: <https://www.southpasadenaca.gov/home/showpublisheddocument/26956/637661131074470000>; and page

<sup>34</sup> <https://southpasadenan.com/59-million-south-pasadena-city-budget-saved-by-voter-support-cell-tower-lease/#:~:text=The%20news%20comes%20as%20the,percent%20higher%20than%20fiscal%202020.&text=Including%20fund%20transfers%20such%20as,new%20capital%20spending%20being%20proposed.>

<sup>35</sup> The 2018-2019 budget adopted by City Council was labeled “DRAFT” and did not include a city manager’s budget message, the City’s financial policies for fiscal year 2018-2019, or an expenditure summary by fund. See [agenda packet](#) for the Council’s June 6, 2018, meeting, beginning at page 15-12. It should be noted that although a budget presentation was made to the Finance Commission at a May 22, 2018, meeting, this was a “receive and file” agenda item, and no recommendation was made to the City Council by the commission concerning adoption of the draft 2018-2019 budget.

<sup>36</sup> Although the fiscal year 2018-2019 budget document posted on the City’s website did include a city manager’s budget message and statement of financial policies for fiscal year 2018-2019, these items had mainly been cut and pasted from the adopted 2017-2018 budget without change or update, including the same summary charts and graphics from the prior fiscal year.

<sup>37</sup> South Pasadena City Code Article XI Purchasing, Subsection 2.99-29 Purchasing system (11)(e): <https://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena02.html#2.99-29>

<sup>38</sup> “Material weakness” is defined as “a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis.”

<sup>39</sup> “Significant deficiency” is defined as “a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.”

<sup>40</sup> The single vote against the receipt and file of the 2018-2019 CAFR has been discussed in more detail elsewhere in this report.

<sup>41</sup> <https://tigernewspaper.com/finance-director-karen-aceves-resigns-from-city-post/>