

CITY OF SOUTH PASADENA CITY COUNCIL

AGENDA

SPECIAL MEETING CLOSED SESSION

MONDAY, MARCH 28, 2022 5:00 P.M.

City Manager's Conference Room, Second Floor, City Hall 1414 Mission Street, South Pasadena, CA 91030 NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena Special City Council Meeting Closed Session for <u>March 28, 2022</u> will be conducted in-person from the City Manager's Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena. Pursuant to, Government Code section 54953, subdivision (e)(3), the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

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

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.

The Meeting will be available

- In Person Hybrid City Hall, City Manager's Conference Room, Second Floor, 1414 Mission St
 Via Zoom:
- https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemIoTms0RTIVUT09 ID: 226 442 7248

Public Comments participation may be made as follows:

- Written Comment submitted by no later than meeting day, 12:00 PM, deadline via the website.
- In Person Hybrid City Manager's Conference Room, Second Floor, 1414 Mission Street Via Zoom (see Public Comment Section below for instructions.)

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

- 1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
- 2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemIoTms0RTIVUT09 or
- 3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at: https://zoom.us/u/aiXV0TAW2

City of South Pasadena

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

PUBLIC COMMENT

Public comment regarding items on the Closed Session agenda will be taken at the beginning of the meeting. Public comment will be accepted in person, via Zoom, or written comment.

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION		
	(Government Code Section 54956.9(d)(1))	
	1. James Cheung v. South Pasadena (Case No.: 2:22-cv-01756-SVW-GJS)	

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (Government Code Section 54956.9(d)(2))

Number of cases: 1

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **March 28**, **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.

3/24/2022

Date

/S/ Christina A. Muñoz, Deputy City Clerk



CITY OF SOUTH PASADENA CITY COUNCIL

<u>A G E N D A</u> SPECIAL MEETING MONDAY, MARCH 28, 2022, AT 5:30 P.M.

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

The South Pasadena City Council Meeting for **March 28, 2022** will be conducted in-person from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

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

The Meeting will be available

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

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

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

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

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. For special meetings members of the public can only comment on items listed on the agenda, you may participate **by** <u>one</u> 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.

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

1) Name (optional), and

2) Agenda item you are submitting public comment on.

3) Submit by no later than 12:00 p.m., on the day of the Council meeting.

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

Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PRESENTATIONS

2. <u>CERTIFICATE OF RECOGNITION</u> Evan Morales

CONSENT CALENDAR

3. AWARD OF CONTRACT TO PROVIDE CONSTRUCTION SERVICES FOR THE ARROYO SECO GOLF COURSE & DRIVING RANGE URGENT POLE AND NETTING REMOVAL PROJECT

Recommendation

It is recommended that the City Council:

- 1. Review proposals to provide construction services for the Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project, and authorize the City Manager to execute an agreement with the Contractor for a yet-to-be determined amount;
- 2. Appropriate an amount from the Arroyo Golf Course Fund 295 Reserves sufficient to cover the contract amount, plus fifteen percent for contingencies, into a newly created Capital

Improvement Program Expenditure Account for the repair and replacement of Arroyo Seco Golf Court & Driving Range Netting; and

3. Appropriate \$100,000 from the Arroyo Golf Course Fund 295 Reserves into the newly created Capital Improvement Program Expenditure Account for the repair and replacement of Arroyo Seco Golf Court & Driving Range Netting, and authorize the City Manager to enter into all such agreements for work deemed necessary by the City Manager to reopen the Golf Course to public play as soon as possible.

INFORMATION REPORTS

4. PUBLIC SAFETY BIENNIAL REPORTS

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

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

April 6, 2022	Regular City Council Meeting	7:00 p.m.
April 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

Regular meetings are live streamed via the internet at: http://www.spectrumstream.com/streaming/south pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk's Division via email at <u>CityClerk@southpasadenaca.gov</u> 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 <u>CityClerk@southpasadenaca.gov</u>. 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

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3/24/2022	ISI	
Date	Christina A. Muñoz, Deputy City Clerk	



City Council Agenda Report



SUBJECT:	Award of Contract to Provide Construction Services for the Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project	
PREPARED BY:	Ted Gerber, Director of Public Works	
FROM:	Arminé Chaparyan, City Manager DVM-fw AC	
DATE:	March 28, 2022	

Recommendation Action

It is recommended that the City Council:

- Review proposals to provide construction services for the Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project, and authorize the City Manager to execute an agreement with the Contractor for a yet-to-be determined amount;
- 2. Appropriate an amount from the Arroyo Golf Course Fund 295 Reserves sufficient to cover the contract amount, plus fifteen percent for contingencies, into a newly created Capital Improvement Program Expenditure Account for the repair and replacement of Arroyo Seco Golf Court & Driving Range Netting; and
- 3. Appropriate \$100,000 from the Arroyo Golf Course Fund 295 Reserves into the newly created Capital Improvement Program Expenditure Account for the repair and replacement of Arroyo Seco Golf Court & Driving Range Netting, and authorize the City Manager to enter into all such agreements for work deemed necessary by the City Manager to reopen the Golf Course to public play as soon as possible.

Background

Presently the Arroyo Seco Golf Course is closed due to safety concerns associated with wooden poles holding up the ball defection netting at the First Hole of the Golf Course and the west side of the Driving Range. Three poles have fallen at the Driving Range, damaging the adjacent chain-link fencing, and taking the attached netting with them; two other poles at that location broke at the ground surface and had to be laid on the ground level. At the First Hole, one pole broke at the ground surface and had to be laid at the ground level. These pole failures and subsequent review of the remaining poles by staff calls into question the structural integrity of the remaining 4 poles standing at the First Hole and 9 poles at the Driving Range. In order to protect the public health and safety, the course, Driving Range, parking lot to the course, miniature golf course, and pedestrian/bike trail on the west side of the Driving Range have been closed. In

Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project March 28, 2022 Page 2 of 3

order to get these public amenities into operation as soon as possible, an expedited procurement process for the removal and storage of the poles is being undertaken.

Staff is recommending entering into a contract for the removal and storage of the netting and poles at the above cited locations, and to appropriate funds sufficient for such work. Staff further recommends that Council appropriate \$100,000 and extend the City Manager's authority to enter into contracts for the immediate remediation action for the replacement of poles at the First Hole. Additional contracts for design and construction of permanent netting structures at the First Hole and Driving Range will be brought to the City Council at a future meeting.

The City is engaged in an expedited public bidding process to select a contractor to complete the netting and pole removal work. The bidding process will be complete on March 27, 2022, after this report is posted, yet prior to the March 28, 2022 Special City Council meeting. Accordingly, an additional document shall be released prior to the City Council meeting that contains the recommended contractor information and the not-to-exceed contract amount.

Analysis

On January 22, 2022, several wooden poles, netting, and guy-wires at the Arroyo Seco Golf Course and Driving Range. The poles that have failed and the poles still standing were all part of a capital improvement program completed in 2018 to install such poles and netting. The poles at the Driving Range are located along the Arroyo Seco walking and cycling path, with netting that covers such path. Several poles broke and fell to the ground, and others were damaged but remained partially upright. A few weeks later, another pole was observed to have failed at the Golf Course parking lot and the First Hole. That pole was subsequently lowered to the ground.

Upon inspection of the poles, the portion of the poles buried in the ground shows evidence of rotting and failure of the structural integrity of the poles. There is a high probability that the others of similar compromised integrity will fall as well; therefore, is it is necessary for the City to remove the remaining existing wooden poles to prevent an emergency condition. The conclusion of the City Engineer is that the structural integrity of the remaining poles are in question and all remaining poles should be removed and stored for further evaluation.

Barricades and fencing have been erected around the area to prevent the public from being within proximity of all poles or crossing under the poles along the bike/walking path, due to the potential safety issue of one or more poles falling at any time.

The scope of work for this project includes the removal of all remaining wood poles at the First Hole and the west side of the Driving Range of the golf course. No poles on the south or east side of the driving range, or the remaining holes of the course will be removed. There is no electrical equipment involved, however, this specialty work is very similar to removal of electrical/telephone poles. The poles will be left on site, and Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project March 28, 2022 Page 3 of 3

part of the scope is constructing a rack to place them on, once removed from the ground.

Staff is currently working on the lease extension with the operators/manager of the facilities for the ongoing operations of the Golf Course facility. On March 17, 2021, in compliance with the Public Contract Code, the project was advertised for bids. Following the award of the contract, construction is expected to be completed in 10 working days.

In order to place the course back into operation as soon as possible, staff is obtaining bids for temporary ball deflection netting adjacent to the First Hole, and other urgent work to ensure the operation of the Course. At this time, the cost of such activity is unknown, and it is unknown if any contract will be in excess of the allocated authority of City Manager to enter into a contract. Staff therefore is recommending that Council appropriate \$100,000.00 toward such efforts. In order to ensure that the Course is placed into operation in the shortest time possible, staff further recommends that Council extend the City Manager's authority to enter into contracts for the necessary immediate remediation action for temporary ball defection netting at the First Hole, and such other activities and actions required to place the court back into operation. Additional contracts for design and construction of permanent netting structures at the First Hole and Driving Range will be brought to the City Council at a future meeting.

Fiscal Impact

There are sufficient reserves available for the requested actions in the Arroyo Golf Course Fund 295 Reserves, and the expenditure account will be created following the approval of this Council item.

Environmental Impact

This project is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, and in accordance with California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19, Section 15269 "Emergency Projects" which states that a project is exempt that includes:

"Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility."

Attachment – Construction Services Agreement

Attachment 1

Construction Services Agreement

CONSTRUCTION SERVICES AGREEMENT Providing Payment of Prevailing Wages

(City of South Pasadena / _____) (Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project)

1. IDENTIFICATION

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and ______, a _____("Contractor").

2. RECITALS

- 2.1. City has determined that it requires the following construction services from a contractor: Removal of netting and wooden support poles at Arroyo Seco Golf Course and Driving Range, 1055 Lohman Lane, South Pasadena, CA 91030 (the "Golf Course").
- **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.

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 construction services as set forth in the scope of work attached hereto as Exhibit A, which is incorporated herein by this reference.
- **3.2.** "City Reference Specifications": The City's set of Reference Specifications, including the State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans which are incorporated herein by reference and are hereby accepted as Reference Specifications. These specifications shall provide the technical standards for work as applicable, in the opinion of the Deputy Director of Public Works. Copies are available online, or at City Hall. To the extent any provisions in this Agreement or the Scope of Services are inconsistent with the City Reference Specifications, this Agreement's terms shall prevail.

- **3.3.** "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Deputy Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- **3.4.** "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement, as set forth in the costs attached hereto as Exhibit B, which is incorporated herein by this reference. The Maximum Amount under this Agreement is ______.
- **3.5.** "Commencement Date": March 29, 2022
- 3.6. "Termination Date": April __, 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 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. __Vendor Contact__ shall be Contractor's project administrator and shall have direct responsibility for management of 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.** Unauthorized Delay. In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay City the amount of Two Hundred Dollars (\$200.00) per day for each and every day of unauthorized delay beyond the Termination Date, which shall be deducted from any monies due to Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.
- **5.9.** Unforeseeable Delay. Contractor shall not be deemed in breach of this Agreement and no forfeiture due to delay shall be made because of any delays in the completion of the Scope of Services due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure

of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

- **5.10. Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- **5.11. 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.
- **5.12.** 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.
- **5.13. 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 of Assignment. This Agreement covers construction 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 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. Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 13, 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, of 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.** Retention. City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- **7.3. 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.
- **7.4. 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.

- **7.5. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.
- 7.6. 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 on a time-and-materials basis pursuant to a written change order. Contractor shall not undertake any such work without prior written approval of the City. A written change order may be issued without amendment to this Agreement, so long as such written change order does not cause the Maximum Amount to be exceeded. Contractor shall only be compensated for such additional work at the rates and costs for labor and materials included in the bid or proposal.
- 7.7. City-Initiated Changes City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes.
- 7.8. Contractor-Initiated Changes Contractor may propose in writing changes to the Scope of Services, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement. Contractor must notify the City's Agreement Administrator of any changed conditions upon discovery and before they are disturbed. The Deputy Public Works Director shall investigate, and if the Deputy Public Works Director determines that the conditions will materially affect costs, will issue a Change Order adjusting the compensation for such portion of the Scope of Services. If the Deputy Public Works Director determines that conditions are changed conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time. If the Deputy Public Works Director determines that the conditions do not justify an adjustment in compensation or time, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Deputy Public Works Director in writing if the Contractor disagrees.

When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. Contractor may not cease work or delay progress on the original project pending negotiations over changes, and must continue to diligently complete the project.

Should the Contractor disagree with the decision, it may submit a written notice of potential claim to the Deputy Public Works Director before commencing the disputed work. In the event of such a dispute, the Contractor shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the Contractor shall retain any and all rights

provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

8. LABOR CODE

- 8.1. 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. PUBLIC CONTRACT CODE.

- **9.1. Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- **9.2.** Public Works Claims Less Than \$375,000. To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

- **9.3.** Ineligible Subcontractor(s). This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code 1777.1 or Labor Code 1777.7.
- **9.4.** Assignment of Actions. Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

10. 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.

11. RELATIONSHIP OF PARTIES

- **11.1.** General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- **11.2.** 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.
- **11.3. 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.

11.4. 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.

12. INDEMNIFICATION

- **12.1. Definitions.** For purposes of this Section 12, "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.
- **12.2.** 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.
- **12.3.** 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.
- **12.4. 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.
- **12.5. 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.
- **12.6.** 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.
- **12.7.** 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.

12.8. 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.

13. INSURANCE

- **13.1. 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.
- **13.2.** 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: Arroyo Seco Golf Course & Driving Range Urgent Pole and Netting Removal Project
 - 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.
- **13.3.** 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:

 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000

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- Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident
 - 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

\$1,000,000

- **13.4.** 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.
- **13.5.** 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.
- **13.6.** Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- **13.7. Professional Liability Insurance.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. If such work is not included in the Scope of Services, or required by a change order, Professional Liability Insurance shall not be required.
- **13.8.** Claims-Made Policies. If any of the required policies provide coverage on a claimsmade 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.

- **13.9.** 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 for Professional Liability if required, 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.
- **13.10.** 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.
- **13.11.** 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 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 covered in the Notices section.
- **13.12.** 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.
- **13.13. 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.

- **13.14. 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.
- **13.15. Premium Payments and Deductibles.** Contractor must disclose all deductables 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.

13.16. 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.

14. MUTUAL COOPERATION

- **14.1.** 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.
- **14.2.** 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.

15. 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 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7240 Facsimile: (626) 403-7241 If to Contractor:

__Vendor Contact__ __Vendor Name__ __Vendor Address Line 1__ __Vendor Address Line 2__ Telephone:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.12 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnity), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Contractor Cooperation in Defense of Claims), and paragraph 19.1 (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.

17. TERMINATION

- **17.1.** 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.
- **17.2.** Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- **17.3.** 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.

17.4. Remedies. City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- **18.1.** Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- **18.2.** 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.
- **18.3.** 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.
- **18.4. 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).
- **18.5.** 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.
- **18.6.** 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.

19. GENERAL PROVISIONS

- **19.1. 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.
- **19.2.** 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.
- **19.3.** 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.
- **19.4.** Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.
- **19.5.** 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.
- **19.6.** Time of the Essence. Time is of the essence for each and every provision of this Agreement.
- **19.7.** 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.

- **19.8.** 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.
- **19.9.** 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.
- **19.10. 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.
- **19.11.** 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.
- **19.12.** 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" Vendor Contact,Vendor Name
By: Signature	By: Signature
Printed:	Printed:
Title:	Title:
Date:	Date:

Attest:

By:______Christing A. Muñaz, Deputy City Clark

Christina A. Muñoz, Deputy City Clerk

Date:_____

Approved as to form:

Ву:_____

Andrew L. Jared, City Attorney

Date:

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the ______ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury un	der the laws of t	he State of Cali	fornia that the foregoing is
true and correct and that this declara	tion is executed	on	[date], at
[0	city],	[state]."	

Non-Collusion Affidavit

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.

[Name and Title]

[Date]

Exhibit A Scope of Work

The scope of work includes the removal and on-site storage of wooden poles, ball retention netting, associated tensile guy wiring, and guy wire anchors/footings located at the Golf Course.

Contractor shall be responsible for the following:

- removal of 5 standing poles and netting adjacent to the First Hole of the Golf Course,
- removal of 9 standing poles and netting adjacent to the west side of the Driving Range,
- removal of all guy wires, support arms, netting, and cabling associated with netting,
- removal of wires from guy wire anchors,
- removal of all guy wire anchors and anchors in landscaped area adjacent to walking/bike path,
- construction of rack for storage of poles removed and relocated to storage area at far end of Driving Range (approximately at 200 yard marker of Driving Range);
- relocation of 1 pole on ground at First Hole, 5 poles on ground at Driving Range, and all poles removed from standing position to the storage area; and
- relocation of all guy wires, support arms, netting, and cabling associated with netting to the storage netting.

Priority of Work. Contractor shall prioritized work to cause the removal and relocation of the poles and netting adjacent to the First Hole to occur first.

Pole Preservation. All pole removals shall take place in a manner to preserve to the greatest degree possible the poles intact. Contractor shall endeavor to remove poles from ground rather than cutting and abandoning buried portion of poles. Upon approval of City Engineer, poles may be removed at surface due to operational safety concerns. Removal in pieces shall be done in as few pieces as possible.

No Damage to Bike/Walking Path. All work shall be done by Contractor to avoid damage to the bike/walking path. Care shall be taken to not damage concrete at locations immediately adjacent to poles or guy wire anchors.

Motorized Vehicles. Contractor shall not drive vehicles on bike/waking path, with the exception of the first forty (40') feet from the first pole adjacent to the Driving Range to access the turf of the Driving Range. A scissor lift may be operated on the bike/walking path to remove netting and tensile guy wires at the Driving Range.

Contractor may operate motorized vehicles on the Driving Range turf surface.

Contractor shall not operate motorized vehicles on the First Hole turf surface, or any other portion of the Golf Course, except as noted herein. To remove the netting at the First Hole, a lift, hoist or Gradall may be operated from the First Hole side of the fencing, only as necessary for removal of netting and associated wires; Access for such work shall be made from the

maintenance gates to the north of the First Hole green. Care shall be taken to minimize all impacts to the turf surface at the First Hole. Contractor shall not drive any vehicles over the tee box concrete or the First Hole green. All equipment required for the removal of poles at the First Hole shall be done from the parking lot side of the netting only.

Chain Link Fence at Driving Range. There is a chain link fence alongside and adjacent to the poles which shall be preserved.

Contactor may remove the chain link fence during the removal process and reinstall such fence after completion; Contractor may use the Driving Range for storage of the chain link fence for such purpose. Alternatively, Contractor may choose not to remove and replace entire length of fence, and may remove only the north portion of the chain link fence adjacent to the first three poles that has been damaged by falling poles to access interior of Driving Range.

Removal and Storage of Poles. Contractor use care to document the original location of each pole by marking and storing each pole or pieces thereof (pieces of each pole stored together) on the storage rack and the storage area.

Contractor shall construct storage racks to keep poles off the turf, and prevent shifting of poles. Poles may not be used for construction of rack, nor be nailed or bolted to the rack.

Storage racks shall be constructed and poles oriented on storage racks to allow for access to one side and both ends of each pole; racks may hold pairs of intact poles. Storage racks and poles shall be placed to allow for personnel to walk around all sides of each rack for inspection of the poles.

Utilities. No known electrical or other utilities are located on the poles.

Contractor is hereby made aware of the water line and fire hydrant near the poles at the First Hole. Contractor shall use all appropriate caution and care in removing poles in proximity of such hydrant. Contractor is responsible for noting location of underground water lines associated with such hydrant.

Contractor shall confirm location of any irrigation lines or other utilities when removing guy wires and anchors.

Footings and Slurry. It is expected that some poles are buried and backfilled with in soil, and some poles are buried in soil and backfilled with slurry. Contractor shall not be responsible for the removal of concrete footings around poles or slurry backfill around poles. T

Contractor shall be responsible for backfilling the areas disturbed during the work, including the locations from which poles are removed; these locations shall be graded to provide a safe level pathway along the persevered fenceline.

Contractor shall be responsible for removal of guy wire anchor footings.

Working Hours. Work may proceed from 8 a.m. to 7 p.m., Monday through Friday; 9:00 a.m. to 7 p.m. on Saturdays; and 10:00 a.m. to 6 p.m. on Sundays. (SPMC 19A.13).

Time is of the essence. Work shall be completed within the (10) days from notice to proceed. Contractor shall be ready to commence work on March 29, 2022.

Exhibit B Cost

To Be Provided By Vendor



City of South Pasadena Item No. <u>4</u>

Memo

Date: March 28, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager DUM for AC

From: Brian Solinsky, Police Chief Paul Riddle, Fire Chief

Subject: Public Safety Biennial Reports

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

Attachments:

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

Attachment 1

2020 – 2021 South Pasadena Fire Department Biennial Report

South Pasadena Fire Department 2020/21 Biennial Report

Paul Riddle, Fire Chief

81



PASADENA

FIRE DEPT.

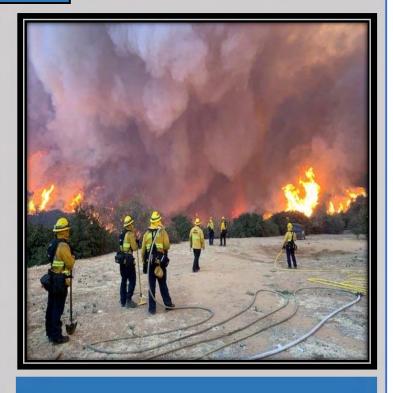
SOUTH



1907 - 2022







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Message From The Chief

I am proud to present the 2020/21 Biennial Report for the South Pasadena Fire Department.

Due to the challenges of the pandemic, this year's report will be a Biennial report encompassing the response statistics for calendar year's 2020 and 2021.

I would like to thank the South Pasadena City Council and City Manager Arminé Chaparyan for their leadership and support of public safety. This partnership ensures that the South Pasadena Fire Department (SPFD) is aligned to provide the highest level of customer service to the citizens of South Pasadena. I would also like to thank the members of the SPFD for their dedication and professionalism.

With the arrival of Covid-19, the past two years have been extremely challenging. Our Firefighters have responded tirelessly to ensure the safety of our community and city staff. SPFD worked rapidly to secure personal protective equipment, create operational directives and protocols to keep our members and the community safe, and worked alongside city staff to secure both state and federal funding to assist with our response and recovery efforts.

In addition to the pandemic, 2020/21 was also one of the busiest brush fire seasons on record. Our Firefighter's responded to over 11 major fires throughout the state. Through these challenges, they maintained a 'can do' attitude and never waivered from their mission.

I am extremely proud to be a part of this organization, working alongside such dedicated and caring individuals. The mission of our department is to save lives and protect property. Regardless of the ask from our community, our firefighters stand ready to assist.

SPFD remains dedicated in working collaboratively with the community, city leadership, the Public Safety Commission and our local, state and federal partners to ensure we continue to deliver outstanding service to the community.

With gratitude,

Paul Riddle

Paul Riddle, Fire Chief

Department Overview

Department Overview

The South Pasadena Fire Department Station 81 is located at 817 Mound Ave. The Fire Department is an "All Risk" agency responding to fires, emergency medical calls, technical rescues, hazardous material responses, brush fires, and animal rescues. In addition to emergency responses, SPFD also performs fire investigations, fire prevention services and emergency management for the City of South Pasadena (City).

South Pasadena Fire Fighter's are on duty 24 hours a day, 7 days a week and have been providing professional service to the city of South Pasadena since 1907.

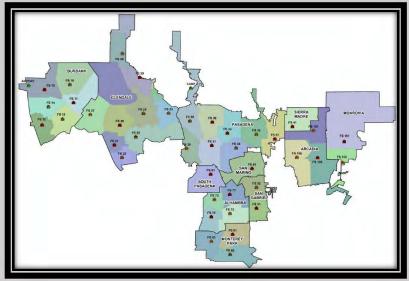


Two Year Cumulative Totals

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Verdugo Fire Communication Center Unified Response

Verdugo Fire Communication Center (VFCC) began with a tri-city collaboration in 1979, when the cities of Burbank, Glendale and Pasadena agreed to operate as a borderless system for fire incidents dispatched by VFCC. The success of this system later prompted the suggestion that all 11 of the cities in the local area should enter into a similar collaboration. Effective February 14, 2005, this collaboration was christened "Unified Response" and expanded to cover 11 cities: Alhambra, Arcadia,



Burbank, Glendale, Monrovia, Monterey Park, Pasadena, San Gabriel, San Marino, Sierra Madre and South Pasadena. Since then, the city of Montebello and the Bob Hope Airport have also joined bringing the total participating cities to 13.

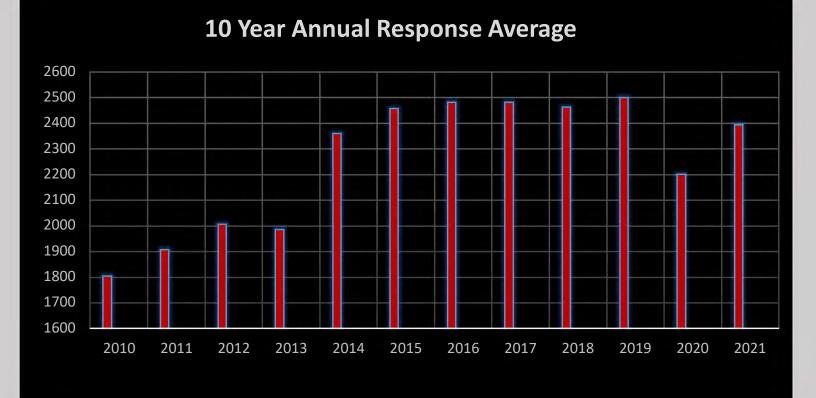
Unified Response essentially merged dozens of automatic & mutual-aid agreements between the 13 fire departments into a single automatic aid agreement. This eliminated the timeconsuming element inherent in mutual aid agreements, where permission to share resources is sought and obtained by communications center staff before the units can be dispatched. With an automatic aid agreement this type of permission is not required; the communications center immediately dispatches the closest available units and everyone works together to handle the incident.

Another major advantage of Unified Response is that it expands the amount and availability of personnel and equipment that fire departments can use daily for help and without delay. For example, SPFD has one engine, one recue ambulance, an air utility and a Battalion Chief to respond; under Unified Response, SPFD has access to 46 engines, 13 trucks, 5 water tenders, and many other specialized units such as Hazardous Material, Urban Search and Rescue equipment and water dropping helicopters from the Los Angeles City Fire Department. The collaboration has also been helpful in supporting requests for federal and state grant funding because of the larger multi-jurisdictional service area.

Total Responses

Call Volume Increases

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



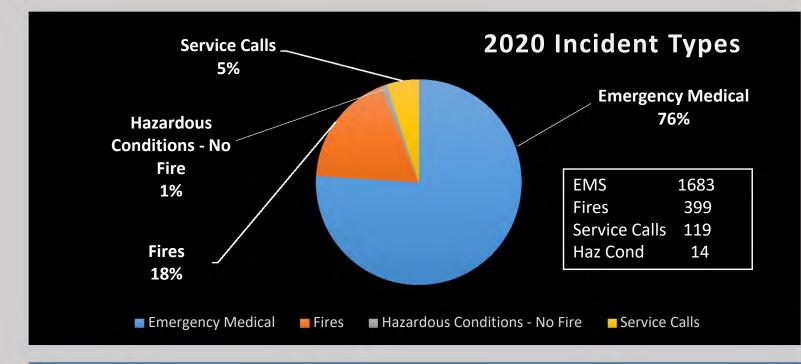
Total Responses for 2020 2,201 Total Responses for 2021 2,326

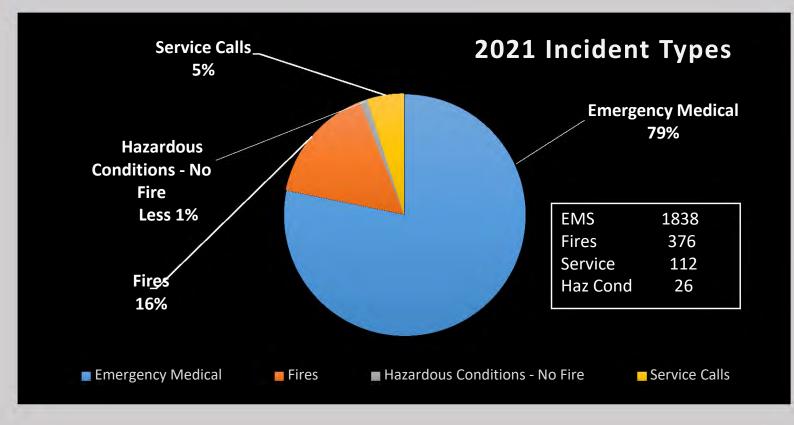
During the most active phase of the pandemic the average number of incidents actually decreased. As we enter into the recovery phase incident volume is back at normal levels and projected to increase over the next several years.

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Incident Types

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





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Response Standards

For 2020 and 2021, SPFD achieved average response times below the standards set by the National Fire Protection Agency (NFPA) Standard 1710. NFPA 1710 quantifies total response times as the sum of "turn out" time and "travel" time. Turn out time is the time it takes from initial dispatch to fire personnel actually responding to the incident. Travel time is the actual time it takes to get to the incident after the assigned unit begins responding. The average total response time is the sum of these two quantities.

NFPA 1710 identifies that career fire departments should achieve an average total response time of 5:00 or less, 90% of the time for emergency medical responses (EMS) and 5:20 for fire responses.

Average Response Times for 2020

EMS Responses: 4 Minutes and 38 Seconds

Fire Responses: 5 Minutes and 44 Seconds

Average Response Times for 2021

EMS Responses: 4 Minutes and 32 Seconds

Fire Responses: 4 Minutes and 51 Seconds

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Fire Suppression



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

The most common type of fire response for both 2020 and 2021 (other than a General fire alarm) was smoke in a

residential structure. The leading causes for residential fires are cooking, heating, electrical distribution, lighting equipment, intentional fire setting and smoking. The Nation Fire Protection Agency (NFPA) estimates that 27% of all fires in the U.S. occur in the home. Additionally, 80% of deaths and 73% of injuries related to fires were caused by residential structure fires.

SPFD engages in daily training to ensure they are prepared to protect the community in the event of a fire. Training includes rescue, fire suppression tactics for both structure fires as well as wildland fires, and multi-company training with neighboring agencies.

6 Most Common Types of Fires

- Fire Alarm *General* 37%
- Smoke in a Structure 6%
- Carbon Monoxide Alarm 6%
- Electrical Pole Fire
- Fire Now Out 4%
- Vegetation Fire 2%



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5%

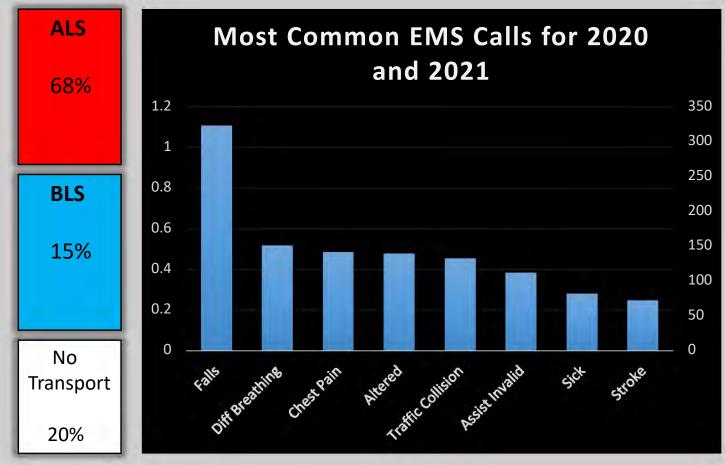
Emergency Medical Services

All South Pasadena Firefighters are certified Paramedics with the state of California and accredited with the Los Angeles County Department of Health Services (LA DHS). SPFD provides both Basic Life Support (BLS) as well as Advanced Life Support (ALS) services to the community.

SPFD personnel receive monthly continuing education training from a certified prehospital nurse educator from UCLA. In addition to providing training, the nurse educator also reviews EMS patient records for accuracy to ensure compliance with LA DHS.

On average, EMS calls for service make up approximately 77% of the total responses. In 2020, SPFD responded to 1683 EMS Calls and 1838 calls in 2021.

Of all the EMS calls in both 2020 and 2021, 68% of them were transported to areas hospitals as ALS and 15% were transported as BLS.



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Cardiac Emergencies

The term "Heart Attack" is often mistakenly used to describe cardiac arrest. While a heart attack may cause cardiac arrest, the two are not the same. Heart attacks are caused by a blockage that interrupts blood flow to the heart. It is a circulation problem which is extremely serious and sometimes fatal.

By contrast, cardiac arrest is caused when the heart's electrical system malfunctions and the heart's pumping action is "arrested", or stopped.

Cardiac arrest is one of the leading causes of death in the United States with a fatality rate of 70% - 90%. More than 356,000 cardiac arrests occur outside the hospital in the U.S. each year. To effectively treat both these cardiac emergencies, SPFD is trained and equipped with state of art medical equipment. Primarily, the Zoll Cardiac Monitor and



The Zoll Auto Pulse Automatic CPR Device. Both were purchase with grant funds received in 2020. The cardiac monitor is equipped with proprietary software called "see through CPR" which allows paramedics to continually observe the underlying heart rhythm even



while chest compressions are being delivered. The automatic CPR device ensures adequate chest compressions are being delivered throughout treatment and transport to the hospital.

For the past 5 years, SPFD has been recognized by LA DHS with the "Gold Standard" Award. This recognition is the highest standard for EMS teams who consistently recognize, properly treat and transport to the proper receiving hospitals, patients experiencing very serious cardiac emergencies.

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California Master Mutual Aid



The past two years have been the worst brush fire seasons on record, destroying thousands of structures and taking human lives. It serves a grave reminder that no municipality has sufficient resources to handle all types and severities of major emergencies on its own. Fortunately, systems are in place at the state, region, county and local levels to provide assistance in the form of equipment and trained personnel when such major disasters occur.

At the state level, the California Office of Emergency Services (Cal OES) coordinates disaster preparedness,

response, recovery and mitigation activities. California's 58 counties all participate in the Master Mutual Aid Agreement and are grouped into six mutual aid regions. Each mutual aid region is comprised of several operational areas, which may include a number of local jurisdictions. Region I covers five counties in Southern California, including Los Angeles County, which is further subdivided into Areas A, B, C, E, F and G. Area C covers approximately 126 square miles of Los Angeles County and includes the cities of Alhambra, Arcadia, Burbank, Glendale, Monrovia, Monterey Park,

Pasadena, San Gabriel, Sierra Madre and South Pasadena.

In 2020/21, SPFD provided resources on 11 major brush fires throughout the state. Personnel assigned to these deployments traveled thousands of miles and logged hundreds of hours on the fire line. As part of the Master Mutual Aid Agreement the City receives 100% reimbursement for the cost associated with these deployments to out of area responses.



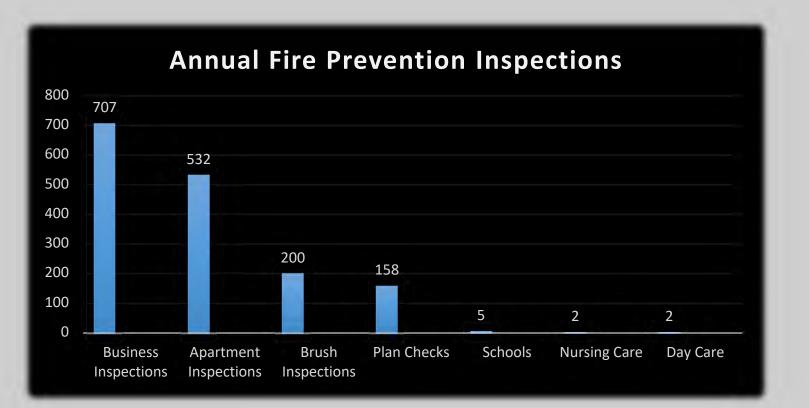
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Fire Prevention

The goal of fire prevention is to mitigate the risk of injury and reduce property damage by providing inspection and educational services to business owners and residents in South Pasadena. These inspections help ensure that they comply with local, state, and national fire codes.

On an annual basis, South Pasadena Firefighters conduct approximately 1,606 inspections. These inspections include, 707 businesses, 532 apartments, 158 plan checks, 5 schools, 2 nursing care facilities, 2 large residential day care centers, and 200 brush inspections (for homes located in the high fire hazard severity zone).

In addition to providing fire inspection services, SPFD also provides fire educational services to local schools, churches and civic groups.



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Arson Investigation

In November of 2019, the SPFD applied for a scholarship with State Farm Insurance for an accelerant detection canine. In January 2020, the department received conformation that we had been selected to participate in the program. Due to the pandemic, the training and introduction of our canine was delayed for a year.

In February 2021, Arson Investigator John Papadakis was flown back to Maine for introduction and a month long training session with our newest member "Delta". Delta is a black Labrador specially trained to detect various accelerants and flammable liquids. She is assigned full-time to Investigator Papadakis.

The State Farm Arson Dog Scholarship Program started in 1993 and to date they have awarded over 350 canines to law enforcement and fire agencies throughout the U.S. State Farm underwrites the program due to the problem of arson in our society. Each year, billions of dollars worth of property and hundreds of lives are lost as a result of fires

set by arsonist. The State Farm scholarship program includes all training fees, acquisition of the dog and lodging during the 5 weeks of training.

Investigator Papadakis represents SPFD as part of the Verdugo Fire Investigation Taskforce (VFITF). SPFD has been a participating member in the VFITF for over 20 years. VFITF is a partnerships of over 15 agencies throughout L.A. County. Currently, Delta is the only arson canine in the VFITF.

Delta's first year of service has been very productive. She has been called out to investigate approximately 20 fires. Of those call-outs, she has confirmed the use of flammable liquids on 10 fires and has been A valuable resource in determining arson.

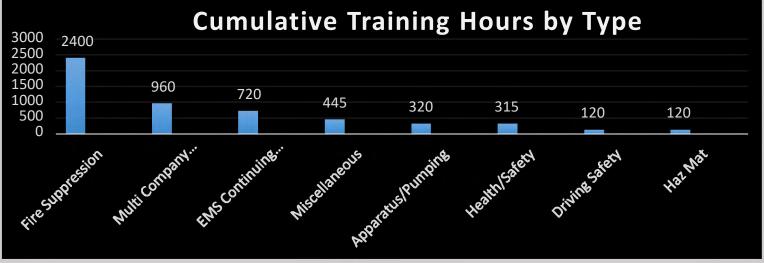


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Training

The Mission of the Fire Department is to provide the highest level of service to the community. In order to achieve this high standard South Pasadena Firefighters commit to a minimum of two hours a day of training. The annual training schedule is established in accordance with the National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA) and Insurance Service Office (ISO). South Pasadena Firefighters completed an average cumulative total of 5400 hours of training annually, including fire suppression, EMS continuing education, hazardous materials, rescue, vehicle extrication and driver's training.





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Emergency Management

In 2019, the City remodeled the Emergency Operations Center (EOC) which is located in the downstairs of the fire station, 817 Mound Ave. The renovation cost approximately \$300,000 and brought the EOC up to industry standards.



The EOC is the focal point for coordination of the city's emergency planning, training, response and recovery efforts. EOC processes follow the national all-hazards approach to major disasters such as fires, floods, earthquakes, acts of terrorism and large-scale events in the City that require involvement by multiple city departments.

For the past 4 years, the Fire Department has been the lead department in coordinating EOC functionality and currently, Fire Division Chief Eric Zanteson serves as the Emergency Manager for the City. The role of Emergency Manager rotates between the Police and Fire Department.

In addition to the functions of the EOC, the city also maintains an Emergency Operations Plan (EOP) as well as a Local Hazard Mitigation Plan (LHMP). Both these documents assist city personnel and residents in identifying risks that are specific to the community. They also outline policies and actions to respond to, mitigate and recover from disasters.

Community



South Pasadena Fire Fighters are proud to be part of the South Pasadena community. The department recognizes that we would not be able to provide the high level of service without the support and collaboration from our community.

In addition to hosting several events annually, the South Pasadena Fire Fighters also

attend various community events throughout the year such as, birthday celebrations, little league, station tours, school events and city sanctioned functions.

The Pandemic has definitely added challenges to our ability to safely interact with the community in person. For the past two years we had to modify or postpone many of our hosted events. We have engaged virtually with the community as much as possible but we look forward to getting back to as many in-person events

soon as possible.

SPFD Hosted Events

CERT Classes Dinner at the Fire Station Pancake Breakfast (with Kiwanis) Spark of Love Toy Drive Read Across America Station Tours Sidewalk CPR Classes Junior Fire Safety Program



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Accomplishments and Goals

Accomplishments

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



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



Attachment 2

2020 – 2021 South Pasadena Police Department Biennial Report



South Pasadena Police Department 2020 - 2021 BIENNIAL REPORT



South Pasadena City Council



Evelyn Zneimer Councilmember District 1



Jack Donovan Councilmember District 2



Jon Primuth Mayor Pro Tem **District 3**



Michael Cacciotti Mavor **District 4**



Diana Mahmud Councilmember **District 5**



DNESDAY, 12:00 NOON

SOUTH PASADENA ROTARY SOUTHPASADENAROTARY.ORG

CITY OF UTH PASADEN



South Pasadena Police 2020 - 2021 Biennial Report

About South Pasadena

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

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

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

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

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





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Chief's Message



Brian Solinsky Chief of Police



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

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

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

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

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

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

Schung

Brian Solinsky Chief of Police

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SOUTH PASADENA POLICE DEPARTMENT

MISSION STATEMENT

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

CORE VALUES

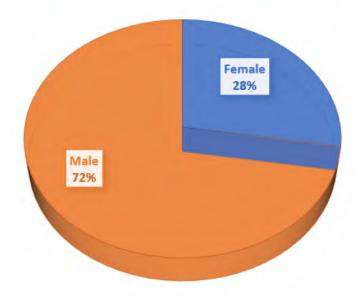
Integrity - Police Officers are entrusted with lives and property. They are exposed to situations where, if lacking a high level of integrity, they can take advantage of that trust. The community must have confidence that their officers have the highest level of ethics and morals. Personal integrity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

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

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

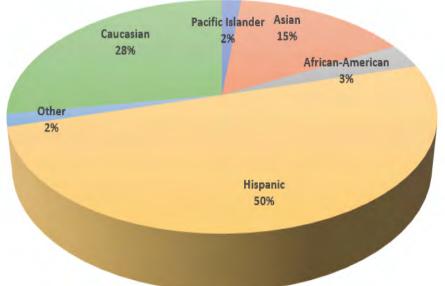
Work Ethic - The employees of the South Pasadena Police Department are government employees and public servants. The South Pasadena Police Department runs a tight ship, and is committed as a team supporting each other to accomplish the goals and objectives of the organization. This requires a firm commitment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

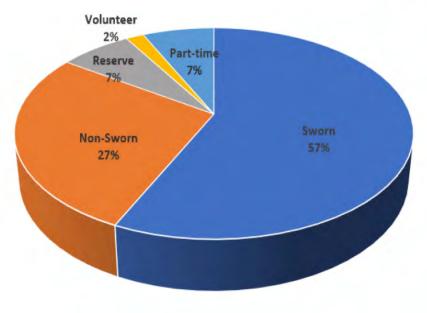
Department Diversity



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

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





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



LEADERSHIP HISTORY

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

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

Amman Cobb March 1888 to June 1888 Martin B. Selman June 1888 to February 1889 *E. Peters* February 1889 to April 1894

Isaac Peel April 1894 to October 1895 George Wilson October 1895 to April 1896

M.B. Reid April 1896 to July 1907

William H. Johnston July 1907 to April 1916 Frank Higgins April 1916 to April 1942 Everett Setzer October 1942 to October 1950

Robert Blakely October 1950 to October 1952 Clifton Brown December 1952 to June 1960 Melvin Viney October 1960 to August 1976

Gary Brown August 1976 to May 1977 Samuel BuntynWilliam ReeseJune 1977 to December 1985December 1985 to December 1990

Thomas Mahoney February 1991 to April 1997 Michael Berkow July 1997 to July 2001 Daniel Watson January 2002 to July 2010

Joseph Payne September 2010 to February 2013 Arthur Miller February 2013 to 2018 Joe Ortiz April 2019 to November 2020

Brian Solinsky May 2021 to Current

South Pasadena, circa 1890

South Pasadena Police Department COMMAND STAFF





Tony Abdalla Detective Sergeant



Robert Bartl Patrol Sergeant



Jim Valencia Patrol Sergeant



Matt Ronnie Patrol Sergeant

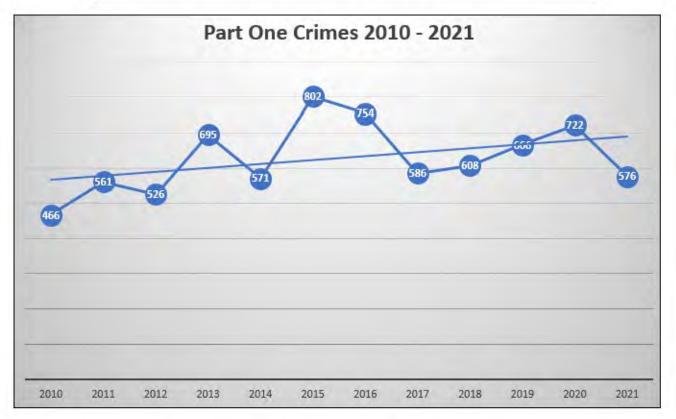


Spencer Louie Patrol Sergeant

2020 - 2021 Crime Statistics

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

	ANCE	
2020	2021	2020-2021 % Change
17%	10%	-41%



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2020 - 2021 Crime Statistics

TRAFFIC ACCIDENTS

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





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

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

2020 - 2021 Crime Statistics

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

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

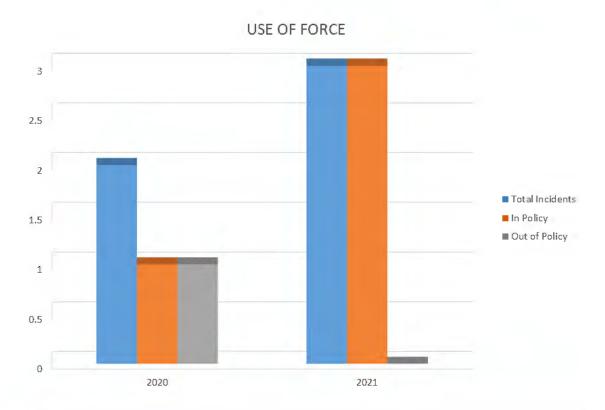
TOTAL 9-1-1 CALLS			
	2020	2021	2020-2021 % Change
9-1-1 Calls	6,168	5,909	-4%



Use of Force

Use of Force Reporting & Analysis

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



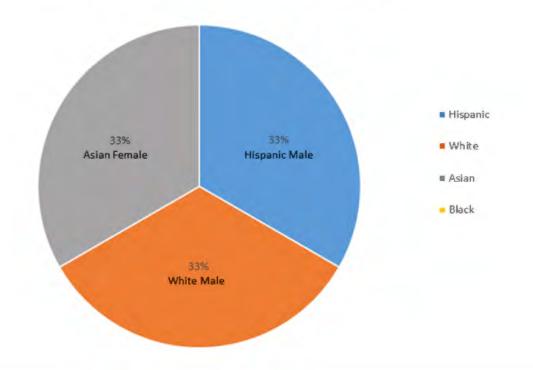
USE OF FORCE	2020	2021
Total Incidents	2	3

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

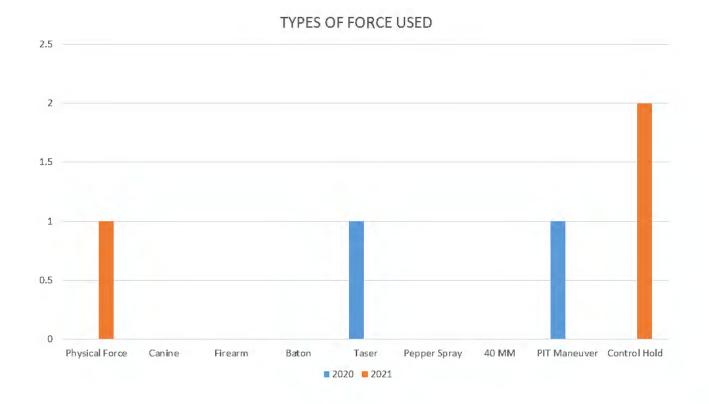
South Pasadena Police 2020 - 2021 Biennial Report

Use of Force

2021 USE OF FORCE INCIDENTS BY RACE AND GENDER



2021 Use of Force Incidents by Race and Gender



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Use of Force

2020 - 2021

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

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

Use of Force Trends

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

Use of Force Training Points

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

Use of Force

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

2020 (59,020 Calls for Service)

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

2021 (54,312 Calls of Service)

Suspicious Person / Physical force Domestic Violence / Control hold Home Invasion Robbery-Outside Agency Assist/ Control hold

Bias-Based Policing

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

- Penal Code 13519.6
 - In March of 2021, all officers, dispatchers, and parking control officers attended and completed the Museum of Tolerance's Hate Crimes Courses for California agencies. Utilizing real-life scenarios, participants discussed the unique dynamics of hate crimes. Participants identified common dynamics of hate crime victims and strategies for conducting effective interviews. The participants also learned about the origins of hate and an overview of various hate groups. They discussed investigative techniques, evidence collection, report writing and documentation, and the impact of hate crimes on the community.
 - ^o Changes to training or operations: N/A
- Roll Call Training & Training Monitors
 - Each Police Department shift reviewed and discussed the Department's Bias-Based Policing Police 401.
 - In April 2021, training monitors were installed in common area of the Department. These monitors display a variety of Department policy and procedures that include Bias-Based Policing 401.
 - ^o Changes to training or operations: In December 2021, The Department's Bias-Based Policing Policy was updated to include section 401.4.2:

401.4.2 REPORTING OF STOPS

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

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

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

• South Pasadena Police Department Hate Crime Policy:

° 319.5 TRAINING

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

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

Bias-Based Policing

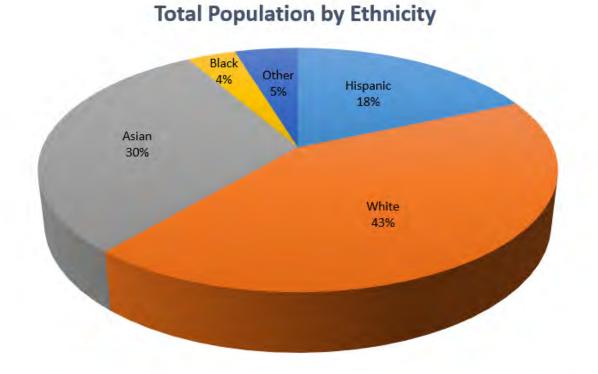
- b). Accurate reporting by officers, including information on the general underreporting of hate crimes.
- c). Distribution of hate crime brochures: hate crime report checklist and victim of hate crime brochures were made available for officers.
- AB 953 RIPA Stop Data
 - In order to comply with the Racial and Identity Profiling Act (RIPA), also known as Assembly Bill 953, the department began collecting stop data on January 1st, 2022.
 - ^o The State mandated data collection program requires the collection of certain stop data related to detentions, searches, and complaints. The department is required to submit its first report on April 23rd, 2023, and annually thereafter.
 - ^o Information recorded includes:
 - ^o Stop information: Date, time, duration, location, reason, call for service or selfinitiated, actions taken, contraband or property seized, result.
 - ^o Perception: Perceived race/ethnicity, age, gender, LGBT, English fluency, disability.
 - ^o Officer: years of experience and type of assignment
 - ^o The purpose of RIPA is to analyze data related to stops/complaints of racial/identity profiling. With the data collected the Department of Justice (DOJ) will work with Law Enforcement agencies to review racial/identity profiling practices and policies. Data collected will be posted and available to the public on the DOJ website annually with stats and recommendations. Officers' unique identifying numbers will not be published.
 - ^o Members shall enter all stop data into the Stop Data Collection System (SDCS) prior to end of their shift, unless exigent circumstances prevent entry, in which case officers shall enter data by the end of their next shift.
 - RIPA information cards will be issued to all officers for gathering necessary information on stops. The cards will be given to the Records Department for data entry. Officers will be required to enter their own stops when the vehicles are outfitted with Mobile Data Computers (MDCs) early next year. Members will then access the SDCS web portal via the icon located on station computers and vehicle MDCs.
 - If the SDCS system becomes inaccessible, personnel shall utilize the linked form to retain stop data for entry upon restoration of the SDCS system. The "Stop Data Collection Form" is authorized for destruction upon successful data upload into SDCS.
- Police Reform
 - In 2020, policies were reviewed and revised concerning carotid restraint and the use of force based on community input of "8 can't wait."

No additional changes since 2020

- Complaints
 - ^o The department did not receive any written or verbal Bias based Policing complaints in 2021.

Bias-Based Policing

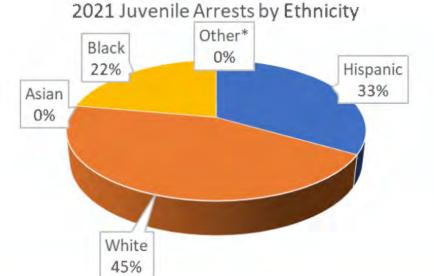
The following charts and graphs depict the overall population of South Pasadena and the adult and juvenile arrest statistical data for the 2021 calendar year by ethnicity. The data was prepared using population information from the American Community Survey from the U.S. Census Bureau dated July 1, 2021.



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

Bias-Based Policing 2021 Adult Arrests by Ethnicity Black Other* 0% Hispanic 36%

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



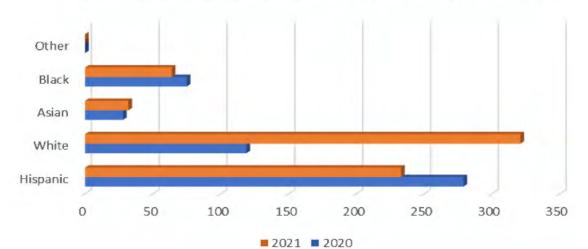
Ethnicity/Race	Arrests	Percentage of Arrests	Population
Hispanic	3	33.3%	18.5%
White	4	44.4%	42.7%
Asian	0	0%	30.5%
Black	2	22.2%	3.6%
Other*	0	0%	4.7%
Total	9	100%	95.3%

* Our computer system does not include Native Americans and two or more races in our demographics.

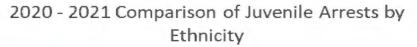
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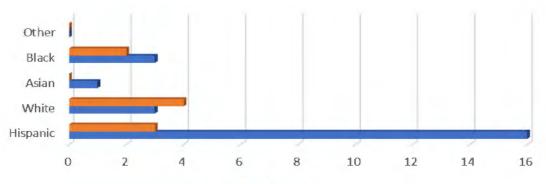
Bias-Based Policing

2020 - 2021 Comparison of Adult Arrests by Ethnicity



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

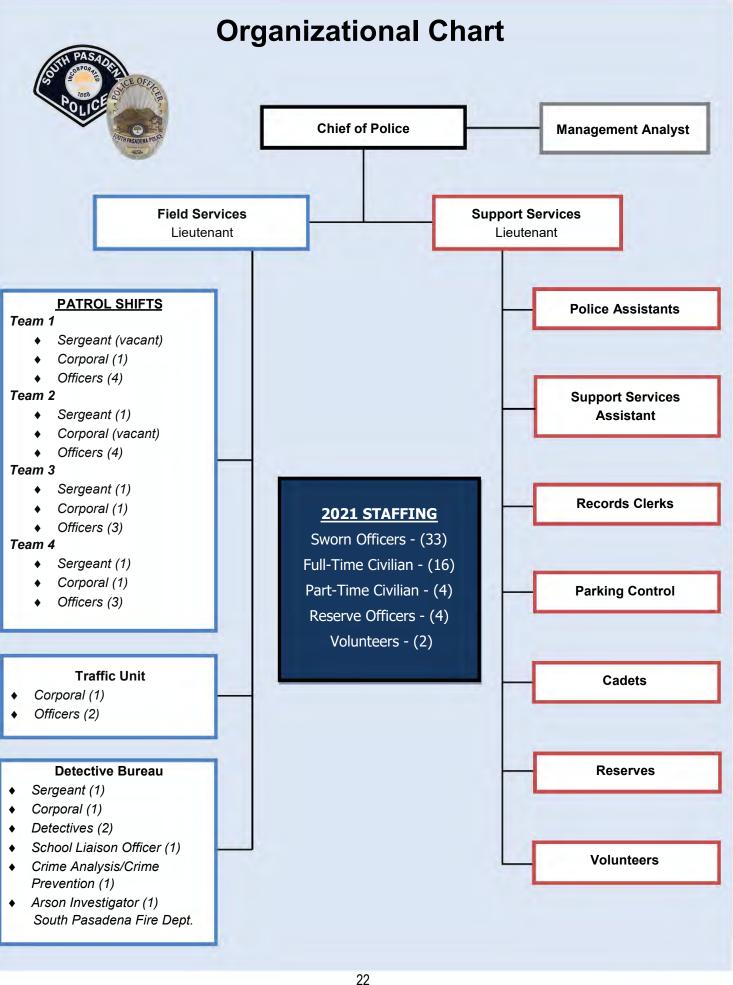






Race	Population	2020 Arrests	2021 Arrests	Increase/Decrease	% Change
Hispanic	18.5%	16	3	13	-81.3%
White	42.7%	3	4	1	33.3%
Asian	30.50%	1	0	1	-100%
Black	3.60%	3	2	1	-33.3%
Other	4.7%	0	0	0	0
Total	100%	23	9	14	-60.9%

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New Employees



Ederson Gramajo Police Officer 2020



Christina Roppo Police Officer 2020



Nick Godoy Police Recruit 2021



Nelly Ochoa Records Clerk 2021



Alison Wehrle Management Analyst 2021

Retirements



Esther Delinko Administrative Secretary 40 years



Peggy Grangetto Support Services Assistant 35 years



Jim Valencia Sergeant 30 years



Dan Bricker Chaplain 19 Years

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Promotions

Andy Dubois Corporal





Gilbert Carrillo Corporal

New Assignments



Craig Phillips Detective Corporal



Mike Sanchez Motor Officer



Tyler Borrello Detective/School Liaison Officer



Christina Roppo Traffic Officer

Resigned



Katie Ruvalcaba Police Cadet 24 4 - 47



Ryan Hang Detective



Jeanette Zavala Support Services Assistant

Department Overview

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

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



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

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



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

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

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

Detectives filed cases electronically with the district attorney's office to promote safe social distancing at court, and arraignments were done remotely.

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



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Department Overview

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

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



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

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



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

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

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

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





Lifesaving Incidents

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

INCIDENT DATE: MAY 6, 2021

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

INCIDENT DATE: JUNE 15, 2021

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

INCIDENT DATE: JUNE 28, 2021

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

INCIDENT DATE: AUGUST 9, 2021

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

Community Outreach Programs

West San Gabriel Mental Health Evaluation Team

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

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

Homeless Outreach

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

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

Success Story

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







Community Outreach Programs

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

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

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

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









Community Programs

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



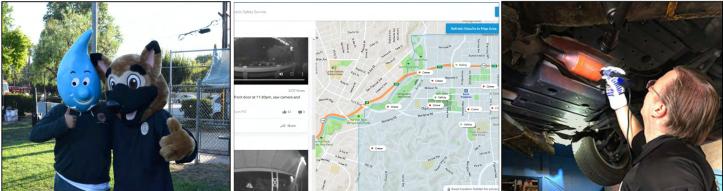
Project Lifesaver



Spark of Love Toy Drive



Operation Chill



"Justice" Mascot



Ring Public Safety Service

Catalytic Converter Etching Event



Prescription Drug Take Back



National Night Out



Secure the Call

Anticipating Returning Community Programs

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



Community Visits



Coffee with a Cop



Farmer's Market



Fourth of July Parade Walk



Woman's Self-Defense



Special Olympics Torch Run



Community Presentations



In person Neighborhood Watch Meetings



Citizen's Academy



Community Involvement

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



Pink Patch Project



High School Scholarship



Serving Holiday Lunch to Seniors



No Shave November



Foothill Air Support Toy Drive



Sherman Block Leadership Institute



California Police Chiefs Executive Leadership Institute



MADD Award



US Police & Fire Games

FIELD SERVICES DIVISION

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

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

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

Patrol

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

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

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

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

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Detective Bureau

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

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

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

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

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

School Liaison Officer



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

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

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



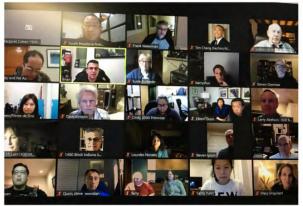
With students on distance learning for the majority of 2020, the SLO participated in virtual assemblies with the schools.

Crime Analysis/Crime Prevention

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

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

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



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Traffic Unit

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





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

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

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

Foothill Air Support Team

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

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





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Bicycle/T3 Unit

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

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







SUPPORT SERVICES DIVISION

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

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

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

Support Services Assistant

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

- **Recruitment –** The SSA works with the City's Human Resources Department, recruiting and processing police department applicants. The SSA administrators written and physical fitness exams, coordinates the background investigations, interviews, psychological and medical testing.
- **Property/Evidence** A significant role for the SSA is managing all evidence and found property. The proper management of evidence is critical for the appropriate chain-of-custody process. This includes receiving, processing, storing, and releasing property or evidence and disposing of narcotics and unclaimed property. The SSA ensures that narcotics are properly stored and sent to the Crime Lab for testing.

Training – The SSA ensures that all



employees are current with all mandated training in accordance with the California State Peace Officer Standards and Training (POST).



Police Assistants

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





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

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





Records Bureau

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

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

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



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

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





Police Cadet Program

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

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





Parking Control

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

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



Reserve Program

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

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

Volunteers

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



Dr. Nicholas Greco Physician



Dan Bricker Chaplain



Sam Park Chaplain

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

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

Technology

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

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

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

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











Training

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

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





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

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

when responding to mutual aid requests.

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







Social Media/E-Policing

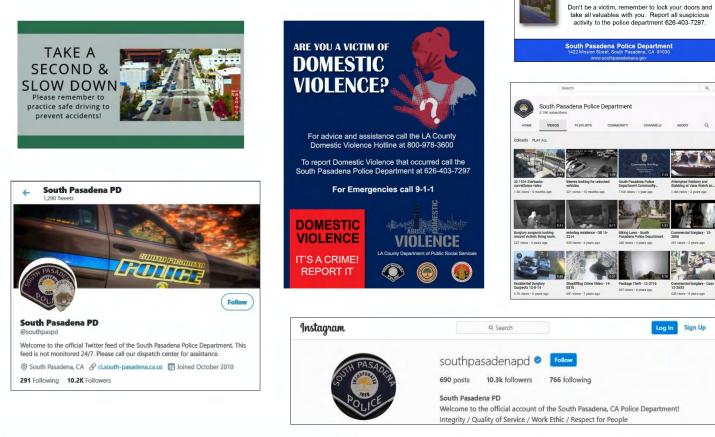
Social media and E-Policing resources allow the Department to interact and offer services to the community any time of the day. This has been especially important during the COVID-19 pandemic. Social media and E-Policing services were essential in maintaining community service expectations while adhering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

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

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

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

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







Lock it, Keep it!

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

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

Sign Up

on door handles

SPPD in the Community





























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



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

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

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





In Memory



Ray Rogers Police Officer EOW April 15, 1944



Kevin Sandoval Police Officer EOW June 14, 2011



Bayron Salguero Police Assistant EOW January 16, 2021

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



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

Service Pins



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

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



Esther Delinko 40 Years



Tony Abdalla 30 Years



Matthew Ronnie 30 Years



Robert Bartl 30 Years



Shannon Robledo 25 Years



Gilbert Carrillo 5 Years



Daren Wong 25 Years



Elias Giron-Garrido 5 Years



Richard Lee 25 Years



Patrick Zamora 5 Years



Spencer Louie 15 Years



Jose Ramirez 5 Years

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Community Appreciation



Acknowledgement

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

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Detective Richard Lee

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PHARMACY

RAYMOND

Arden

RAY MOND PHARMACY

TFIE

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