



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
SPECIAL CLOSED SESSION
WEDNESDAY, MAY 4, 2022
5:30 P.M.**

**CITY MANAGER’S CONFERENCE ROOM, SECOND FLOOR, CITY HALL
1414 MISSION STREET, SOUTH PASADENA, CA 91030**

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

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

Public Participation may be made as follows:

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

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

CALL TO ORDER: Mayor Michael Cacciotti

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

PUBLIC COMMENT

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. *Owen Cliff Snider v. City of South Pasadena*, (UPC Case No. LA-CE-1180-M)
2. *Californians for Homeownership, Inc. v. City of South Pasadena*, (Case No. 22STCP01161)

B. CONFERENCE WITH LABOR NEGOTIATORS

(Government Code Section 54957.6)

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

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

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

C. CONFERENCE WITH LABOR NEGOTIATOR: INITIATION OF LITIGATION

Government Code Section 54956.9(d)(4)

Number of Potential 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 **May 4, 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.*

4/28/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, MAY 4, 2022, AT 7:00 P.M.**

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

The Meeting will be available:

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

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

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

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

PUBLIC COMMENT GUIDELINES

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

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

Public Comment speakers have three minutes to address the Council, however, the Mayor and City Council can adjust time allotted as needed. Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak. for up to three minutes per item.

Option 3:

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

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

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

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

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

CLOSED SESSION ANNOUNCEMENTS**1. CLOSED SESSION ANNOUNCEMENTS****PUBLIC COMMENT****2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers remaining in the queue, they will be heard at the end of the meeting. Only Speakers who sign up in the first 30 minutes of public comment will be queued up to speak.

PRESENTATIONS**3. PROCLAMATION: DECLARING MAY AS “ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH” IN THE CITY OF SOUTH PASADENA****4. PROCLAMATION: DECLARING THE WEEK OF MAY 1–7, 2022, AS “MUNICIPAL CLERKS WEEK” IN THE CITY OF SOUTH PASADENA**

COMMUNICATIONS**5. COUNCILMEMBER COMMUNICATIONS**

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

6. CITY MANAGER COMMUNICATIONS**7. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA****CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

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

8. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$92,820.69; GENERAL CITY WARRANTS IN THE AMOUNT OF \$412,417.98; SUPPLEMENTAL AUTOMATED CLEARING HOUSE PAYMENTS IN THE AMOUNT OF \$26,277.71; VOIDS IN THE AMOUNT OF (\$1,794.00); PAYROLL IN THE AMOUNT OF \$739,606.90**Recommendation**

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

9. PRESENTATION OF CITY COUNCIL MEETING MINUTES**Recommendation**

It is recommended that the City Council approve the December 15, 2021 minutes as listed on the agenda and as presented.

10. AUTHORIZE ACCEPTANCE OF FUNDING FROM THE 2021 URBAN AREA SECURITY INITIATIVE GRANT FUNDS IN THE AMOUNT OF \$44,369 FOR A VIRTUAL REALITY TRAINING SIMULATOR**Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award of \$44,369 from the 2021 Urban Area Security Initiative (UASI) to reflect in the Homeland Security Grant revenue account 274-0000-0000-5036-000; and
2. Authorize the City Manager or designee to execute the UASI 2021 Subaward Agreement and related documents to purchase equipment that supports regional homeland security goals; and
3. Appropriate \$44,369 to account 274-4010-4019-8520-000 for the Virtual Reality Training Simulator.

11. AWARD OF CONTRACT TO R.E. PATTERSON AND ASSOCIATES FOR THE DEVELOPMENT OF AN UPDATED LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF SOUTH PASADENA FOR SUBMISSION TO AND APPROVAL BY CALIFORNIA STATE OFFICE OF EMERGENCY SERVICES AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

Recommendation

It is recommended that the City Council:

1. Accept a proposal from R. E. Patterson and Associates for the five-year update to the City of South Pasadena's Local Hazard Mitigation Plan (LHMP); and
2. Authorize the City Manager to execute the agreement and any amendments with R. E. Patterson and Associates for a total not-to-exceed amount of \$34,000.

12. REVISED BUDGET CALENDAR**Recommendation:**

Staff recommends City Council review and accept the attached revised Budget Calendar.

PUBLIC HEARING**13. FIRST READING AND INTRODUCTION OF AN ORDINANCE ADOPTING A POLICY FOR THE APPROVAL, ACQUISITION, AND REPORTING OF MILITARY EQUIPMENT BY THE SOUTH PASADENA POLICE DEPARTMENT****ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A POLICY FOR THE USE OF MILITARY EQUIPMENT BY THE SOUTH PASADENA POLICE DEPARTMENT

Recommendation

Staff recommends City Council open the Public Hearing and continues the item onto the May 18, 2022 City Council Meeting.

ACTION / DISCUSSION**14. APPROVAL OF FUNDS FOR JULY 4TH THEATRICAL PRESENTATION BY JIM AND LISSA REYNOLDS AT THE SOUTH PASADENA HIGH SCHOOL****Recommendation**

It is recommended that the City Council approve the funding request for the proposed July 4th Theatrical Presentation by Jim and Lissa Reynolds (Reynolds) at South Pasadena High School. This request does not include any City staff expenditures and city-related resources.

INFORMATION REPORTS – NONE**PUBLIC COMMENT – CONTINUED****15. CONTINUED PUBLIC COMMENT – GENERAL**

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

ADJOURNMENT

FOR YOUR INFORMATION**FUTURE CITY COUNCIL MEETINGS**

May 18, 2022	Regular City Council Meeting	7:00 p.m.
May 25, 2022	Special City Council Meeting	6:00 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 CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS

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

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4/28/2022

/S/

Date

Christina A. Muñoz, Deputy City Clerk

CITY OF SOUTH PASADENA

PROCLAMATION



**Declaring May as
“Asian American and Pacific Islander Heritage Month”
in the City of South Pasadena**

- WHEREAS, Asian American and Pacific Islander Heritage in the United States has been celebrated since 1978 and was made into a month-long event in 1992; and
- WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list; and
- WHEREAS, today more than 20 million Asian American Pacific Islanders live in the United States and through their action, make the United States of American a more vibrant, prosperous, and secure Nation; and
- WHEREAS, Asian American Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology, as innovative farmers and ranchers, as distinguished lawyers, judges, and government leaders, as prominent contributors in the arts, literature, and sports, as war heroes who defended our country from fascism, and as peacetime healthcare heroes currently on the front lines of the COVID-19 pandemic; and
- WHEREAS, while we celebrate the achievements and contributions of Asian American and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance AAPI individuals must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices such as those must recently manifested in racist attacks on Asian Americans during the COVID-19 pandemic; and
- WHEREAS, the members of the South Pasadena City Council recognize the month of May 2022 “Asian American and Pacific Islander Heritage Month”

NOW, THEREFORE, BE IT RESOLVED I, Michael Cacciotti, on behalf of the City Council of the City of South Pasadena, hereby declare May 2022, as “Asian American and Pacific Islander Heritage Month” in the City of South Pasadena.

Mayor, Michael A. Cacciotti

5/4/22

Date

CITY OF SOUTH PASADENA PROCLAMATION



Declaring May 1 – May 7, 2022
as “Municipal Clerks Week”
in the City of South Pasadena

- WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and
- WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and
- WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and
- WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and
- WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and
- WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and
- WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Michael A. Cacciotti, on behalf of the City Council of the City of South Pasadena, hereby declare May 1 – May 7, 2022, as “Municipal Clerks Week” in the City of South Pasadena.

_____ 5/4/22
 Mayor, Michael A. Cacciotti Date



City Council Agenda Report

ITEM NO. 8

DATE: May 4, 2022

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

PREPARED BY: Kenneth L. Louie, Interim Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$92,820.69;
General City Warrants in the Amount of \$412,417.98;
Supplemental Automated Clearing House Payments in the
Amount of \$26,277.71; Voids in the Amount of (\$1,794.00);
Payroll in the Amount of \$739,606.90**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 31431-314344	\$	89,804.69
ACH	\$	3,016.00
Voids	\$	0

General City Warrants:

Warrant # 314345-314429	\$	252,044.24
ACH	\$	160,373.74
Voids	\$	(1,794.00)

Payroll Period Ending: 04/14/2022 \$ 478.34

Payroll Period Ending: 04/15/2022 \$ 739,128.56

Wire Transfers Out – To (LAIF) \$ 0

Wire Transfers In – From (LAIF) \$ 0

Wire Transfers (RSA) \$ 0

Wire Transfers Out – To (Acct # 2413) \$ 0

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

Supplemental ACH Payment \$ 26,277.71

RSA:

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total \$ 1,269,329.28

Approval of Warrants
May 4, 2022
Page 2 of 2

Attachments:

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

ATTACHMENT 1
Warrant Summary

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

Date 5/4/2022

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	8,966.50	233,967.80
Insurance Fund	103	81,565.63	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	73,781.83
Local Transit Return "A"	205	-	340.00
Local Transit Return "C"	207	42.09	5,929.42
TEA/Metro	208	-	-
Sewer Fund	210	42.06	39.51
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	42.06	14,402.01
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	42.08	197.03
County Park Bond Fund	232	-	875.00
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	1,106.07
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	6,850.00
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	84.12	74,929.31
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	2,036.15	-
			-
Column Totals:		<u>92,820.69</u>	<u>412,417.98</u>

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		<u>-</u>	<u>-</u>
City Report Totals:		<u>505,238.67</u>	

Payroll Period Ending: 04/14/2022	478.34
Payroll Period Ending: 04/15/2022	739,128.56
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Supplemental ACH Payments	26,277.71
Voids - Prepaid	-
Voids - General Warrant	(1,794.00)

Grand Report Total: 1,269,329.28

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Finance Director

City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: calvarez
Printed: 04/27/2022 - 6:10PM



Check Number	Check Date		Amount
CSD3014 - Ca. State Disbursement Unit			
314341	04/27/2022		
Inv	PR 04/15/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/13/2022	PR Batch 41522.04.2022 - Garnishment		814.15
Inv PR 04/15/2022 Total			814.15
314341 Total:			814.15
CSD3014 - Ca. State Disbursement Unit Total:			
			814.15
COR7788 - Cornforth, Robert Darren			
0	04/27/2022		
Inv	314000		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/07/2022	Re-Issue Instructor Payment from Voided Check # 314000		1,794.00
Inv 314000 Total			1,794.00
0 Total:			1,794.00
COR7788 - Cornforth, Robert Darren Total:			
			1,794.00
MVCH3011 - MV Cheng & Associates Inc.			
314342	04/27/2022		
Inv	February 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2022	Professional Accounting Services: February 2022		7,172.50
Inv February 2022 Total			7,172.50
314342 Total:			7,172.50
MVCH3011 - MV Cheng & Associates Inc. Total:			
			7,172.50
SSDV2018 - Sandoval, Sheila			
0	04/27/2022		

Check Number	Check Date	Amount
Inv	PR 04/15/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	PR Batch 41522.04.2022 - Garnishment	737.00
04/13/2022	PR Batch 41522.04.2022 - Garnishment	485.00
Inv PR 04/15/2022 Total		1,222.00
0 Total:		1,222.00
SSDV2018 - Sandoval, Sheila Total:		1,222.00
SMWL2990 - Shute, Mihaly & Weinberger LLP		
314343	04/27/2022	
Inv	275769	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2022	Legal Assistance Regarding Moffat Street: January 2022	79,701.72
Inv 275769 Total		79,701.72
Inv	276097	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Legal Assistance Regarding Moffat Street: February 2022	1,863.91
Inv 276097 Total		1,863.91
314343 Total:		81,565.63
SMWL2990 - Shute, Mihaly & Weinberger LLP Total:		81,565.63
SOGA6501 - SoCalGAS		
314344	04/27/2022	
Inv	3/1/22-4/1/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	Acct # 196-493-8529 1 (3/1/2022-4/1/2022)	42.08
04/07/2022	Acct # 196-493-8529 1 (3/1/2022-4/1/2022)	42.06
04/07/2022	Acct # 196-493-8529 1 (3/1/2022-4/1/2022)	42.06
04/07/2022	Acct # 196-493-8529 1 (3/1/2022-4/1/2022)	42.09
04/07/2022	Acct # 196-493-8529 1 (3/1/2022-4/1/2022)	42.06
04/07/2022	Acct # 196-493-8529 1 (3/1/2022-4/1/2022)	42.06
Inv 3/1/22-4/1/22 Total		252.41
314344 Total:		252.41
SOGA6501 - SoCalGAS Total:		252.41

Check Number Check Date

Amount

Total:	92,820.69
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ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: calvarez
Printed: 04/27/2022 - 6:12PM



Check Number	Check Date		Amount
IMPR8032 - 4Imprint, Inc.			
314345	05/04/2022		
Inv	9732336		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/04/2022	Recreation Division Sport Polo's and Embroidery		1,214.12
03/04/2022	Recreation Division Sport Polo's and Embroidery		600.00
03/04/2022	Recreation Division Sport Polo's and Embroidery		600.00
03/04/2022	Recreation Division Sport Polo's and Embroidery		571.49
Inv 9732336 Total			2,985.61
314345 Total:			2,985.61
IMPR8032 - 4Imprint, Inc. Total:			
			2,985.61
SEAHSNG - Ah Song, Seung			
314346	05/04/2022		
Inv	120482		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/19/2022	Refund Basketball Fundamentals Class		160.00
Inv 120482 Total			160.00
314346 Total:			160.00
SEAHSNG - Ah Song, Seung Total:			
			160.00
ALH0179 - Alhambra Car Wash			
314347	05/04/2022		
Inv	03/21/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/18/2022	Public Works Car Wash March 2022		13.00
Inv 03/21/2022 Total			13.00
Inv	March 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/07/2022	Police Department Car Washes - March 2022		260.00
Inv March 2022 Total			260.00

Check Number	Check Date	Amount
314347 Total:		273.00
<hr/>		
ALH0179 - Alhambra Car Wash Total:		273.00
<hr/>		
ACMT2920 - All City Management Services, Inc.		
314348	05/04/2022	
Inv 76755		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Crossing Guard Services for 03/20/2022-04/02/2022	4,650.63
Inv 76755 Total		4,650.63
<hr/>		
314348 Total:		4,650.63
<hr/>		
ACMT2920 - All City Management Services, Inc. Total:		
		4,650.63
<hr/>		
ALL0197 - All Star Fire Equipment, Inc.		
314349	05/04/2022	
Inv 238950		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Fire Dept. - Safety Clothing & Equipment	2,459.02
Inv 238950 Total		2,459.02
<hr/>		
314349 Total:		2,459.02
<hr/>		
ALL0197 - All Star Fire Equipment, Inc. Total:		
		2,459.02
<hr/>		
AT&T5011 - AT&T		
314350	05/04/2022	
Inv 33184107563432		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	AN 331 841 0756 343 2 Service (04/07/22 - 05/06/22)	33.97
Inv 33184107563432 Total		33.97
Inv 33184108023436		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	AN 331 841-0802 343 6 Service (04/07/22 - 05/06/22)	68.26
Inv 33184108023436 Total		68.26
<hr/>		
314350 Total:		102.23
314351	05/04/2022	

Check Number	Check Date		Amount
Inv	000017941815		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/20/2022	AN 9391081369 Service (02/20/22-03/19/2022)		1,262.75
Inv 000017941815 Total			1,262.75
314351 Total:			1,262.75
ATCN9011 - AT&T Total:			1,364.98
CIN4011 - AT&T Mobility			
314352	05/04/2022		
Inv	287014917916X04		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/08/2022	AN 287014917916 Services (03/09/22-04/08/22)		810.90
Inv 287014917916X04 Total			810.90
Inv	287269956155X04		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	AN 287269956155X04142022 Services (03/07/22-04/06/22)		297.84
Inv 287269956155X04 Total			297.84
Inv	287297984615X04		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2022	AN 287297984615X04102022 Services (03/03/22-04/02/22)		334.23
Inv 287297984615X04 Total			334.23
Inv	287312118886X04		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2022	AN 287312118886X04102022 Services (03/03/22-04/02/22)		1,581.17
Inv 287312118886X04 Total			1,581.17
314352 Total:			3,024.14
CIN4011 - AT&T Mobility Total:			3,024.14
BAK0369 - Baker & Taylor Books			
0	05/04/2022		
Inv	2036504555		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/30/2022	Books for Library		400.86
Inv 2036504555 Total			400.86

Check Number	Check Date		Amount
Inv	2036596586		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Books for Library		417.21
Inv 2036596586 Total			417.21
Inv	2036608797		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/28/2022	Books for Library		502.68
Inv 2036608797 Total			502.68
Inv	2036624468		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Books for Library		201.68
Inv 2036624468 Total			201.68
Inv	2036624595		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Books for Library		39.31
Inv 2036624595 Total			39.31
Inv	2036649312		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	Books for Library		44.74
Inv 2036649312 Total			44.74
0 Total:			1,606.48
BAK0369 - Baker & Taylor Books Total:			1,606.48
BAK0366 - Baker & Taylor Entertainment			
0	05/04/2022		
Inv	H60749100		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	DVDs/ CDs		33.07
Inv H60749100 Total			33.07
Inv	H60753170		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	DVDs/ CDs		75.98
Inv H60753170 Total			75.98
Inv	H60785860		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
03/26/2022		DVDs/ CDs	103.28
Inv H60785860		Total	103.28
Inv H60838960			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/30/2022		DVDs/ CDs	52.07
Inv H60838960		Total	52.07
Inv H60893140			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/06/2022		DVDs/ CDs	91.74
Inv H60893140		Total	91.74
Inv T24113710			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/18/2022		DVDs/ CDs	12.39
Inv T24113710		Total	12.39
0 Total:			368.53
BAK0366 - Baker & Taylor Entertainment Total:			368.53
BSHL6710 - Base Hill, Inc., dba Jan Point			
0	05/04/2022		
Inv 21517			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/28/2022		Citywide Janitorial Services March 2022	875.00
03/28/2022		Citywide Janitorial Services March 2022	956.07
03/28/2022		Citywide Janitorial Services March 2022	11,241.92
Inv 21517		Total	13,072.99
0 Total:			13,072.99
BSHL6710 - Base Hill, Inc., dba Jan Point Total:			13,072.99
BT4U8180 - Better 4 You Meals			
314353	05/04/2022		
Inv 0322-3319			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/31/2022		Meals for Onsite and Home Delivery: March 2022	3,519.00
Inv 0322-3319		Total	3,519.00

Check Number	Check Date	Amount
314353 Total:		3,519.00
BT4U8180 - Better 4 You Meals Total:		3,519.00
DBAR3011 - Brinks Inc. (Formerly Dunbar Inc.)		
314354	05/04/2022	
Inv	11688328	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2021	Armored Cash Transportation (Sept 2021)	498.92
Inv 11688328 Total		498.92
Inv	11781754	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2021	Armored Cash Transportation (Dec 2021)	504.36
Inv 11781754 Total		504.36
Inv	4452719	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/30/2021	Armored Cash Transportation (November 2021)	43.10
Inv 4452719 Total		43.10
Inv	4794250	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Armored Cash Transportation (Mar 2022)	104.70
Inv 4794250 Total		104.70
314354 Total:		1,151.08
DBAR3011 - Brinks Inc. (Formerly Dunbar Inc.) Total:		1,151.08
DEP5072 - CA Dept of Transportation		
314355	05/04/2022	
Inv	SL220639	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/19/2022	Signals & Lighting Shared Cost with Caltrans-Oct-Dec 2021	659.29
Inv SL220639 Total		659.29
314355 Total:		659.29
DEP5072 - CA Dept of Transportation Total:		659.29
CAL5236 - CA Linen Services		

Check Number	Check Date		Amount
314356	05/04/2022		
Inv	1973971		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/11/2022	Fire Station Linen Rental and Cleaning Services		120.42
Inv 1973971 Total			120.42
Inv	1976069		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/18/2022	Fire Station Linen Rental and Cleaning Services		115.69
Inv 1976069 Total			115.69
314356 Total:			236.11
CAL5236 - CA Linen Services Total:			236.11
CAL6695 - California American Water			
314357	05/04/2022		
Inv	2/19/22-3/22/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/24/2022	Account # 1015-210021511021 (02/19/22-03/22/22)		16.84
Inv 2/19/22-3/22/22 Total			16.84
314357 Total:			16.84
CAL6695 - California American Water Total:			16.84
CAN0607 - Cantu Graphics Inc.			
314358	05/04/2022		
Inv	20704		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/07/2022	Labels for COVID-19 Employee Kits		38.59
Inv 20704 Total			38.59
Inv	20771		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/24/2022	2,000 #10 regular white woven envelopes for Library		240.35
Inv 20771 Total			240.35
Inv	20781		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/18/2022	Trail/ Golf course closure signs.		291.06
Inv 20781 Total			291.06

Check Number	Check Date		Amount
Inv	20796		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Programs for Library Volunteer Recognition Event		399.38
Inv 20796 Total			399.38
Inv	20801		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/20/2022	Flyer for Catalytic Converter Theft		627.32
Inv 20801 Total			627.32
314358 Total:			1,596.70
CAN0607 - Cantu Graphics Inc. Total:			1,596.70
CHE6010 - Chem Pro Laboratory, Inc.			
314359	05/04/2022		
Inv	685501		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Cooling Tower Treatment & Service-March 2022		153.00
Inv 685501 Total			153.00
314359 Total:			153.00
CHE6010 - Chem Pro Laboratory, Inc. Total:			153.00
ALPD4010 - City of Alhambra Police Department			
314360	05/04/2022		
Inv	SP -03/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/11/2022	Inmate housing for the month of March 2022		1,806.00
Inv SP -03/2022 Total			1,806.00
314360 Total:			1,806.00
ALPD4010 - City of Alhambra Police Department Total:			1,806.00
COGL8180 - City of Glendale			
314361	05/04/2022		
Inv	22-1136		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/09/2022	Evidence swab and reference swab DNA processing DR-21-0316		1,300.00
Inv 22-1136 Total			1,300.00

Check Number	Check Date	Amount
314361 Total:		1,300.00
COGL8180 - City of Glendale Total:		1,300.00
CIV2123 - CivicStone, LLC		
0	05/04/2022	
Inv 2018-170		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2022	Caltrans Housing Consultant - March 2022	3,510.00
Inv 2018-170 Total		3,510.00
0 Total:		3,510.00
CIV2123 - CivicStone, LLC Total:		3,510.00
CHWP2010 - Colantuono,Highsmith & Whatley,PC		
0	05/04/2022	
Inv 51388		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Under Collection of UUT - March 2022	534.55
Inv 51388 Total		534.55
Inv 51522		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	General Services	10,000.00
Inv 51522 Total		10,000.00
Inv 51523		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Labor & Employment	10,596.50
Inv 51523 Total		10,596.50
Inv 51524		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Litigation	539.00
Inv 51524 Total		539.00
Inv 51525		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Water & Utilites	1,984.50
Inv 51525 Total		1,984.50

Check Number	Check Date	Amount
Inv 51526		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Special Projects	20,560.50
Inv 51526 Total		20,560.50
Inv 51527		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Litigation	3,209.50
Inv 51527 Total		3,209.50
Inv 51528		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Litigation	1,617.00
Inv 51528 Total		1,617.00
Inv 51529		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Litigation	16,791.35
Inv 51529 Total		16,791.35
Inv 51530		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Litigation	1,298.50
Inv 51530 Total		1,298.50
Inv 51531		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Litigation	5,904.50
Inv 51531 Total		5,904.50
0 Total:		73,035.90
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:		73,035.90
CRDA1021 - Corodata Records Management		
0	05/04/2022	
Inv 4785853		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Records Management: Account # 042023 - March 2022	515.05
Inv 4785853 Total		515.05
0 Total:		515.05

Check Number	Check Date		Amount
CRDA1021 - Corodata Records Management Total:			515.05
CRSR2010 - Corodata Shredding Inc.			
0	05/04/2022		
Inv	DN 1355802		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	AN SD041103 Service through (03/31/22)		132.56
Inv DN 1355802 Total			132.56
0 Total:			132.56
CRSR2010 - Corodata Shredding Inc. Total:			132.56
JSHCLSON - Coulson, Joshua			
314362	05/04/2022		
Inv	120219		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/04/2022	Refund for security deposit of Garfield Park Youth House.		261.00
Inv 120219 Total			261.00
314362 Total:			261.00
JSHCLSON - Coulson, Joshua Total:			261.00
MNBL8170 - Crestline Software, LLC dba MuniBilling			
0	05/04/2022		
Inv	15294		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2022	Postage: March 2022		2,401.88
Inv 15294 Total			2,401.88
Inv	15321		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/11/2022	Absorb Charges: March 2022		8,710.71
04/11/2022	Water Billing Services: April 2022		24,630.27
04/11/2022	Lock Box: March 2022		812.35
Inv 15321 Total			34,153.33
0 Total:			36,555.21
MNBL8170 - Crestline Software, LLC dba MuniBilling Total:			36,555.21

Check Number	Check Date		Amount
CSULB40 - CSULB Foundation			
314363	05/04/2022		
Inv	52704152021001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/27/2022	Training Class for PA Zavala: 06/14/22-06/16/22		325.00
Inv 52704152021001 Total			325.00
314363 Total:			325.00
CSULB40 - CSULB Foundation Total:			325.00
DIG0800 - Digital Telecommunications Corp			
0	05/04/2022		
Inv	44766		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/11/2022	Work Requested on 04/06/2022: Reset Password for Ext. 385		135.00
Inv 44766 Total			135.00
0 Total:			135.00
DIG0800 - Digital Telecommunications Corp Total:			135.00
DPWL8210 - Dispatch Wellness LLC			
314364	05/04/2022		
Inv	21691A7E-0002		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2022	Training Class - P.A. Pacheco & Velasquez - Dispatchers Wellness		250.00
Inv 21691A7E-0002 Total			250.00
314364 Total:			250.00
DPWL8210 - Dispatch Wellness LLC Total:			250.00
DIV5011 - Diversified Inspections/ITL Inc.			
314365	05/04/2022		
Inv	INDI49089		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Annual Gound Ladder Inspections		1,096.50
Inv INDI49089 Total			1,096.50
314365 Total:			1,096.50

Check Number	Check Date		Amount
DIV5011 - Diversified Inspections/ITL Inc. Total:			1,096.50
DON4011 - Donnoe & Associates Inc			
314366	05/04/2022		
Inv	9351		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/11/2022	Promotional Examp Rental for Police SGT. & Corporal Positions.		720.00
Inv 9351 Total			720.00
314366 Total:			720.00
DON4011 - Donnoe & Associates Inc Total:			720.00
DUNN9257 - Dunn Edwards Paints			
314367	05/04/2022		
Inv	2170105339		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/03/2022	Supplies for Facility Maintenance		177.24
Inv 2170105339 Total			177.24
314367 Total:			177.24
DUNN9257 - Dunn Edwards Paints Total:			177.24
ECC9000 - E.C. Construction			
0	05/04/2022		
Inv	CR409457		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/19/2022	Water Meter Rental Deposit Refund		2,180.83
Inv CR409457 Total			2,180.83
0 Total:			2,180.83
ECC9000 - E.C. Construction Total:			2,180.83
EMSA5011 - EMSAR			
314368	05/04/2022		
Inv	SM-55252		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	Troubleshoot of Fire Stretcher, Stair Chair, and Inline Fastener		771.75
Inv SM-55252 Total			771.75

Check Number	Check Date	Amount
314368 Total:		771.75
EMSA5011 - EMSAR Total:		771.75
HERD8010 - Erdmann, Hollis		
0	05/04/2022	
Inv	000000857	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/09/2022	Baldwin Piano tuning	200.00
Inv 000000857 Total		200.00
0 Total:		200.00
HERD8010 - Erdmann, Hollis Total:		200.00
FED1109 - FedEx		
314369	05/04/2022	
Inv	7-710-91546	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	Express Shipment Services for Public Works	77.51
Inv 7-710-91546 Total		77.51
Inv	7-718-40208	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Overnight shipment of a subpoena	79.06
Inv 7-718-40208 Total		79.06
Inv	7-725-57276	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Shipment of parking control mobile device to Phoenix	19.37
Inv 7-725-57276 Total		19.37
314369 Total:		175.94
FED1109 - FedEx Total:		175.94
FHCM5011 - Foothill Communications		
314370	05/04/2022	
Inv	INV5715	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	Radio service 4/1-6/30/22	3,000.00
Inv INV5715 Total		3,000.00

Check Number	Check Date	Amount
314370 Total:		3,000.00
FHCM5011 - Foothill Communications Total:		3,000.00
GETSAFE - Get Safe		
314371	05/04/2022	
Inv	0000242	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/30/2022	Training Class for P.A. Pacheco, Velasques, and Lee (04/07/2022)	450.00
Inv 0000242 Total		450.00
314371 Total:		450.00
GETSAFE - Get Safe Total:		450.00
GRWR4010 - Grant Writing USA		
314372	05/04/2022	
Inv	FAMAW0320220698	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Training Course for Mgmt. Analyst Wehrle: 04/28/22-04/29/22	425.00
Inv FAMAW0320220698 Total		425.00
314372 Total:		425.00
GRWR4010 - Grant Writing USA Total:		425.00
RYHG4010 - Hang, Ryan		
314373	05/04/2022	
Inv	03/21-03/25/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Training Class for Det. Hang - 03/21/22-03/25/22	25.94
04/27/2022	Training Class for Det. Hang - 03/21/22-03/25/22	332.50
Inv 03/21-03/25/22 Total		358.44
314373 Total:		358.44
RYHG4010 - Hang, Ryan Total:		358.44
HOMCOMMU - Hom, Reagan		
314374	05/04/2022	
Inv	033022	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
03/30/2022	Electrical and radio outfitting for unit #198	17,141.08
Inv 033022 Total		17,141.08
Inv 042122		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2022	Replacement of floor mats of unit #0198	410.88
Inv 042122 Total		410.88
314374 Total:		17,551.96
HOMCOMMU - Hom, Reagan Total:		17,551.96
ITERISIN - Iteris, Inc.		
314375	05/04/2022	
Inv 143549		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Consultant Svcs to Perform Traffic Study on Mission St/Meridian	6,850.00
Inv 143549 Total		6,850.00
314375 Total:		6,850.00
ITERISIN - Iteris, Inc. Total:		6,850.00
JSAR4011 - Jack's Auto Repair		
314376	05/04/2022	
Inv 17263		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Emergency Veh. Safety Repair-Parks Div. Unit # 223-Leaking Hose	180.54
04/04/2022	Emergency Veh. Safety Repair-Parks Div. Unit # 223-Leaking Hose	5.20
Inv 17263 Total		185.74
Inv 17279		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Repair of Serpentine Belt for Police Unit # 1501	107.35
Inv 17279 Total		107.35
Inv 17299		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	45 Day Inspection Vehicle 79. Battery Replacement	251.60
Inv 17299 Total		251.60
314376 Total:		544.69

Check Number	Check Date	Amount
JSAR4011 - Jack's Auto Repair Total:		544.69
JHMS8020 - JHM Supply		
0	05/04/2022	
Inv	286626/1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2022	Irrigation Supplies-Pop up sprinkler & nozzle for stock supplies	116.09
Inv 286626/1 Total		116.09
Inv	288262/1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	Parks Division Solar Irrigation Controller-State St. Median	247.76
Inv 288262/1 Total		247.76
0 Total:		363.85
JHMS8020 - JHM Supply Total:		363.85
KMTM4011 - Kim, Timothy		
314377	05/04/2022	
Inv	03/07-03/11/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Reimburse Training Expense for Offcr. Kim - 03/07/22-03/11/22	156.57
04/27/2022	Reimburse Training Expense for Offcr. Kim - 03/07/22-03/11/22	90.09
Inv 03/07-03/11/22 Total		246.66
314377 Total:		246.66
KMTM4011 - Kim, Timothy Total:		246.66
CUR7778 - L.N. Curtis & Sons		
314378	05/04/2022	
Inv	PINV713122	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2022	Jaws of Life Tool, Battery, and Charger	17,165.63
Inv PINV713122 Total		17,165.63
314378 Total:		17,165.63
CUR7778 - L.N. Curtis & Sons Total:		17,165.63
LOCTASST - L.O.C.T. Associates, LLC		

Check Number	Check Date		Amount
314379	05/04/2022		
Inv	20220323-1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Training Class on 05/16/22-05/17/22 for Officer Pech		410.00
Inv 20220323-1 Total			410.00
314379 Total:			410.00
LOCTASST - L.O.C.T. Associates, LLC Total:			410.00
LDCR6410 - LandCare USA LLC			
0	05/04/2022		
Inv	500854		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/19/2022	Weed Abatement Services-South Pasaden hillside sign		5,022.50
Inv 500854 Total			5,022.50
0 Total:			5,022.50
LDCR6410 - LandCare USA LLC Total:			5,022.50
CLADPW - Los Angeles County Public Works			
314380	05/04/2022		
Inv	SA220000107		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/22/2021	Catch Basin Trash Insert Maintenance: 07/01/2020-06/30/2021		1,106.07
Inv SA220000107 Total			1,106.07
314380 Total:			1,106.07
CLADPW - Los Angeles County Public Works Total:			1,106.07
LOU1111 - Louie, Spencer			
314381	05/04/2022		
Inv	03/30/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/30/2022	Reimburse Training Expense for SGT. Louie: 03/30/2022		39.43
Inv 03/30/2022 Total			39.43
314381 Total:			39.43
LOU1111 - Louie, Spencer Total:			39.43

MDCS4011 - MedCycle Systems

314382	05/04/2022	
Inv	1409747	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2020	Fee for Disposal of Medical Waste for Police Department	115.00
Inv 1409747 Total		115.00
Inv	1409829	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2021	Fee for Disposal of Medical Waste for Police Department	115.00
Inv 1409829 Total		115.00
Inv	1409898	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2021	Fee for Disposal of Medical Waste for Police Department	115.00
Inv 1409898 Total		115.00
Inv	1409938	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2021	Fee for Disposal of Medical Waste for Police Department	115.00
Inv 1409938 Total		115.00
314382 Total:		460.00

MDCS4011 - MedCycle Systems Total:	460.00
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ALMI8032 - Minaeva, Alessia

314383	05/04/2022	
Inv	7693	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	Contract Class Instructor Payment Ballroom 7693	84.00
Inv 7693 Total		84.00
Inv	7697	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	Contract Class Instructor Payment Ballroom 7697	112.00
Inv 7697 Total		112.00
314383 Total:		196.00

ALMI8032 - Minaeva, Alessia Total:	196.00
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Check Number	Check Date		Amount
MMEP4010 - Municipal Maintenance Equipment			
314384	05/04/2022		
Inv	0168771-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/19/2022	Repair & Diagnostic for Go-4 Police Parking Control Unit		1,609.87
Inv 0168771-IN Total			1,609.87
314384 Total:			1,609.87
MMEP4010 - Municipal Maintenance Equipment Total:			1,609.87
NLLOCHOA - Ochoa, Nelly			
314385	05/04/2022		
Inv	03.28-04.01.22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/27/2022	Reimb. Training Expense for Records Clerk Ochoa: 03/28-04/01/22		416.89
04/27/2022	Reimb. Training Expense for Records Clerk Ochoa: 03/28-04/01/22		146.19
Inv 03.28-04.01.22 Total			563.08
314385 Total:			563.08
NLLOCHOA - Ochoa, Nelly Total:			563.08
OGST4010 - OGS Technologies Inc.			
314386	05/04/2022		
Inv	239321		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	P-Bottons for Uniforms		46.36
Inv 239321 Total			46.36
314386 Total:			46.36
OGST4010 - OGS Technologies Inc. Total:			46.36
CRLOLVER - Olvera, Carolina			
314387	05/04/2022		
Inv	120335		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/18/2022	Refund for rental of Garfield Park gazebo A due to cancellation.		62.50
Inv 120335 Total			62.50
314387 Total:			62.50

Check Number	Check Date	Amount
CRLOLVER - Olvera, Carolina Total:		62.50
OMEG4011 - Omega Polygraph		
314388	05/04/2022	
Inv	01857	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	Fee for Polygraph Exam for Police Assistant Applicants	450.00
Inv 01857 Total		450.00
314388 Total:		450.00
OMEG4011 - Omega Polygraph Total:		450.00
OVD8011 - OverDrive Inc.		
0	05/04/2022	
Inv	01148CO22117698	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/08/2022	eBooks / Audiobooks	83.79
Inv 01148CO22117698 Total		83.79
0 Total:		83.79
OVD8011 - OverDrive Inc. Total:		83.79
PAL1111 - Palmieri, Michael		
314389	05/04/2022	
Inv	03/31/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Reimb. Training Expense for Det. Palmieri: 03/31/2022	76.21
04/27/2022	Reimb. Training Expense for Det. Palmieri: 03/31/2022	4.78
Inv 03/31/2022 Total		80.99
314389 Total:		80.99
PAL1111 - Palmieri, Michael Total:		80.99
PHS4011 - Pasadena Humane Society		
314390	05/04/2022	
Inv	APR2022SoPas	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Animal Control Services - FY2021-22	14,035.83
Inv APR2022SoPas Total		14,035.83

Check Number	Check Date	Amount
314390 Total:		14,035.83
PHS4011 - Pasadena Humane Society Total:		14,035.83
PEAK8030 - Peak Software Systems Inc.		
314391	05/04/2022	
Inv	024429	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	POS/ Scheduling/Membership Subscription Renewal for Comm. Svcs.	573.75
04/07/2022	POS/ Scheduling/Membership Subscription Renewal for Comm. Svcs.	573.75
04/07/2022	POS/ Scheduling/Membership Subscription Renewal for Comm. Svcs.	573.75
04/07/2022	POS/ Scheduling/Membership Subscription Renewal for Comm. Svcs.	573.75
Inv 024429 Total		2,295.00
314391 Total:		2,295.00
PEAK8030 - Peak Software Systems Inc. Total:		2,295.00
CGPH4011 - Phillips, Craig		
314392	05/04/2022	
Inv	03.21-03.25.22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Reimb. Training Expense for Det. Phillips - 03/21/22-3/25/22	808.07
04/27/2022	Reimb. Training Expense for Det. Phillips - 03/21/22-3/25/22	197.92
Inv 03.21-03.25.22 Total		1,005.99
314392 Total:		1,005.99
CGPH4011 - Phillips, Craig Total:		1,005.99
CRYPNNY - Pinney, Crystal		
314393	05/04/2022	
Inv	120564	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Refund due to child will be attending summer school camp.	1,413.00
Inv 120564 Total		1,413.00
314393 Total:		1,413.00
CRYPNNY - Pinney, Crystal Total:		1,413.00
PBGF8031 - Pitney Bowes Global Financial Services LLC		
314394	05/04/2022	

Check Number	Check Date	Amount
Inv	3105427482	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	Lease postage meter billing period 1/30/22-4/29/2022	69.03
04/14/2022	Lease postage meter billing period 1/30/22-4/29/2022	69.02
04/14/2022	Lease postage meter billing period 1/30/22-4/29/2022	69.02
04/14/2022	Lease postage meter billing period 1/30/22-4/29/2022	69.02
Inv 3105427482 Total		276.09
314394 Total:		276.09
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:		276.09
PLWK7011 - Placeworks		
314395	05/04/2022	
Inv	75875	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2021	Update to the City's Housing Element: July 2021	7,921.58
Inv 75875 Total		7,921.58
Inv	76150	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2021	Update to the City's Housing Element: August 2021	3,652.88
Inv 76150 Total		3,652.88
Inv	76258	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2021	General Plan Update (Downtown Specific Plan): August 2021	13,346.35
Inv 76258 Total		13,346.35
Inv	76386	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2021	Update to the City's Housing Element: September 2021	4,943.18
Inv 76386 Total		4,943.18
Inv	76508	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2021	General Plan Update (Downtown Specific Plan): September 2021	7,121.15
Inv 76508 Total		7,121.15
Inv	77319	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/31/2021	Update to the City's Housing Element: December 2021	18,104.89
Inv 77319 Total		18,104.89

Check Number	Check Date	Amount
Inv 77382		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/31/2021	General Plan Update (Downtown Specific Plan): Oct'21 to Dec'21	18,691.80
Inv 77382 Total		18,691.80
314395 Total:		73,781.83
PLWK7011 - Placeworks Total:		73,781.83
POS5265 - Post Alarm Systems		
0	05/04/2022	
Inv 1470413		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2022	Alarm System for WMB: May 2022	54.33
04/04/2022	Alarm System for Orange Grove Rec. Building: May 2022	54.33
Inv 1470413 Total		108.66
0 Total:		108.66
POS5265 - Post Alarm Systems Total:		108.66
PGXI4011 - Prime Graphix Inc.		
314396	05/04/2022	
Inv 2887		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/03/2020	Vinyl Outfitting for Police Ford Interceptor Unit # 1501/1706	711.75
Inv 2887 Total		711.75
Inv 3712		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Vinyl graphics outfitting for Police Ford Interceptor Unit # 198	766.50
Inv 3712 Total		766.50
314396 Total:		1,478.25
PGXI4011 - Prime Graphix Inc. Total:		1,478.25
PRO7777 - ProForce Law Enforcement		
314397	05/04/2022	
Inv 481590		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2022	9mm FMJ Rang Training Ammunition for Police Department	2,632.49

Check Number	Check Date	Amount
Inv 481590 Total		2,632.49
314397 Total:		2,632.49
PRO7777 - ProForce Law Enforcement Total:		2,632.49
POSU8132 - Prudential Overall Supply		
0	05/04/2022	
Inv 52568878		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/29/2022	Scrapper Mat Cleaning Services Street Trees 3/29/2022	3.87
03/29/2022	Scrapper Mat Cleaning Services Street Division 3/29/2022	3.87
03/29/2022	Scrapper Mat Cleaning Services Street Lighting 3/29/2022	3.87
03/29/2022	Scrapper Mat Cleaning Services Sewer Division 3/29/2022	3.87
03/29/2022	Scrapper Mat Cleaning Services Facilities Maint.3/29/2022	3.87
Inv 52568878 Total		19.35
Inv 52568879		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/29/2022	Uniform Cleaning Services Street Tree Maint. 3/29/2022	9.30
03/29/2022	Uniform Cleaning Services Facility Division 3/29/2022	14.03
03/29/2022	Uniform Cleaning Services Sewer Division 3/29/2022	9.30
03/29/2022	Uniform Cleaning Services Street Maintenance 3/29/2022	23.48
03/29/2022	Uniform Cleaning Services Street Lighting 3/29/2022	11.10
Inv 52568879 Total		67.21
Inv 52568880		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/29/2022	Uniform Cleaning Services Water Distribution 3/29/2022	34.69
03/29/2022	Uniform Cleaning Services Water Production 3/29/2022	26.55
Inv 52568880 Total		61.24
Inv 52568881		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/29/2022	Scrapper Mat Cleaning Services Water Distribution 3/29/2022	6.23
03/29/2022	Scrapper Mat Cleaning Services Water Production 3/29/2022	6.24
Inv 52568881 Total		12.47
Inv 52570877		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Scrapper Mat Cleaning Services Street Division 4/5/2022	3.87
04/05/2022	Scrapper Mat Cleaning Services Facilities Maint. 4/5/2022	3.87
04/05/2022	Scrapper Mat Cleaning Services Street Trees 4/5/2022	3.87
04/05/2022	Scrapper Mat Cleaning Services Sewer Division 4/5/2022	3.87
04/05/2022	Scrapper Mat Cleaning Services Street Lighting 4/5/2022	3.87
Inv 52570877 Total		19.35

Inv 52570878

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Uniform Cleaning Services Facility Division 4/5/2022	14.03
04/05/2022	Uniform Cleaning Services Street Maintenance 4/5/2022	23.48
04/05/2022	Uniform Cleaning Services Sewer Division 4/5/2022	9.30
04/05/2022	Uniform Cleaning Services Street Tree Maint. 4/5/2022	9.30
04/05/2022	Uniform Cleaning Services Street Lighting 4/5/2022	11.10

Inv 52570878 Total 67.21

Inv 52570879

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Uniform Cleaning Services Water Production	26.55
04/05/2022	Uniform Cleaning Services Water Distribution 4/5/2022	34.69

Inv 52570879 Total 61.24

Inv 52570880

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Scrapers Mat Cleaning Services Water Production 4/5/2022	6.24
04/05/2022	Scrapers Mat Cleaning Services Water Distribution 4/5/2022	6.23

Inv 52570880 Total 12.47

Inv 52572870

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Scrapers Mat Cleaning Services Street Division 4/12/2022	3.87
04/12/2022	Scrapers Mat Cleaning Services Facilities Maint. 4/12/2022	3.87
04/12/2022	Scrapers Mat Cleaning Services Street Trees 4/12/2022	3.87
04/12/2022	Scrapers Mat Cleaning Services Sewer Division 4/12/2022	3.87
04/12/2022	Scrapers Mat Cleaning Services Street Lighting 4/12/2022	3.87

Inv 52572870 Total 19.35

Inv 52572871

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Uniform Cleaning Services Sewer Division 4/12/2022	9.30
04/12/2022	Uniform Cleaning Services Facility Division 4/12/2022	14.03
04/12/2022	Uniform Cleaning Services Street Lighting 4/12/2022	11.10
04/12/2022	Uniform Cleaning Services Street Tree Maint. 4/12/2022	9.30
04/12/2022	Uniform Cleaning Services Street Maintenance 4/12/2022	23.48

Inv 52572871 Total 67.21

Inv 52572872

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Uniform Cleaning Services Water Production 4/12/2022	26.55
04/12/2022	Uniform Cleaning Services Water Distribution 4/12/2022	34.69

Inv 52572872 Total 61.24

Check Number	Check Date	Amount
Inv	52572873	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Scrapper Mat Cleaning Services Water Production 4/12/2022	6.24
04/12/2022	Scrapper Mat Cleaning Services Water Distribution 4/12/2022	6.23
Inv 52572873 Total		12.47
0 Total:		480.81
POSU8132 - Prudential Overall Supply Total:		480.81
PYROSPEC - Pyro Spectaculars, Inc.		
314398	05/04/2022	
Inv	201-Revised	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Initial Production Fee for Fireworks Display Program A	3,000.00
Inv 201-Revised Total		3,000.00
314398 Total:		3,000.00
PYROSPEC - Pyro Spectaculars, Inc. Total:		3,000.00
NEOF8011 - Quadient Finance USA, Inc.		
0	05/04/2022	
Inv	INV59220081	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2022	Equipment Lease	115.60
Inv INV59220081 Total		115.60
0 Total:		115.60
NEOF8011 - Quadient Finance USA, Inc. Total:		115.60
RED8995 - Red Wing Business Advantage Account		
0	05/04/2022	
Inv	989-1-61435	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2022	Public Works Footware Voucher Program-Steve Ursua, Eng. Div.	243.07
Inv 989-1-61435 Total		243.07
0 Total:		243.07
RED8995 - Red Wing Business Advantage Account Total:		243.07

RTPC5500 - Regional TAP Service Center

314399	05/04/2022	
Inv	6016149	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	03/31/2022	Metro 30 Day Senior Bus Pass subsidy payment March 2022
		340.00
Inv	6016149 Total	340.00
314399 Total:		340.00

RTPC5500 - Regional TAP Service Center Total:

340.00

RHCC7101 - Rio Hondo College

314400	05/04/2022	
Inv	S22-100-ZSPS	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	04/12/2022	Training Class for Officer Smith & Kim: 03/07-03/11/22
		178.00
Inv	S22-100-ZSPS Total	178.00
Inv	S22-88-ZSPS	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	04/12/2022	Training Class for Officer Valdez: 03/11/2022
		50.00
Inv	S22-88-ZSPS Total	50.00
314400 Total:		228.00

RHCC7101 - Rio Hondo College Total:

228.00

DERZ7000 - Rodriguez, Desiree

314401	05/04/2022	
Inv	03.28-04.01.22	
	<u>Line Item Date</u>	<u>Line Item Description</u>
	04/27/2022	Reimb. Training Expense for PD Clerk Rodriguez: 03/28-04/01/22
		168.19
	04/27/2022	Reimb. Training Expense for PD Clerk Rodriguez: 03/28-04/01/22
		491.26
Inv	03.28-04.01.22 Total	659.45
314401 Total:		659.45

DERZ7000 - Rodriguez, Desiree Total:

659.45

RON1111 - Ronnie, Matthew

314402 05/04/2022

Check Number	Check Date	Amount
Inv	03/28/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Reimb. Training Expense for Sgt. Ronnie - 03/28/2022	86.48
Inv 03/28/2022 Total		86.48
314402 Total:		86.48
RON1111 - Ronnie, Matthew Total:		86.48
MRTROSS - Ross, Mary		
314403	05/04/2022	
Inv	120698	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2022	Refund for rental of O.G Park gazebo due to cancellation.	42.00
Inv 120698 Total		42.00
314403 Total:		42.00
MRTROSS - Ross, Mary Total:		42.00
DARL7000 - Russell, Diana		
314404	05/04/2022	
Inv	03.22-03.23.22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/27/2022	Reimb. Training Expense for P.A. Russell: 03/22/22-03/23/22	64.35
Inv 03.22-03.23.22 Total		64.35
314404 Total:		64.35
DARL7000 - Russell, Diana Total:		64.35
SAN7775 - San Bernardino Sheriff's Dept		
314405	05/04/2022	
Inv	AO-19113128	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	T.A.I. Basic Course for Officer Kim - 03/14/22-03/17/22	215.00
Inv AO-19113128 Total		215.00
314405 Total:		215.00
SAN7775 - San Bernardino Sheriff's Dept Total:		215.00

Check Number	Check Date		Amount
SGVMC111 - San Gabriel Valley Medical Center			
314406	05/04/2022		
Inv	886630		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/13/2022	Blood draw for 30983294		48.00
Inv 886630 Total			48.00
314406 Total:			48.00
SGVMC111 - San Gabriel Valley Medical Center Total:			48.00
SAVGTRN - Savage Training Group LLC			
314407	05/04/2022		
Inv	1605		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Training Class for Officer Valdez: 03/29/2022		268.00
Inv 1605 Total			268.00
314407 Total:			268.00
SAVGTRN - Savage Training Group LLC Total:			268.00
SCAT6710 - Scott's Automotive			
314408	05/04/2022		
Inv	16897		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/28/2022	Public Works Vehicles:Unit314 Backhoe-new battery		114.98
Inv 16897 Total			114.98
Inv	16919		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/12/2022	Police Department Automotive Maintenance Unit # 1703		86.63
Inv 16919 Total			86.63
Inv	16938		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/14/2022	Police Department Automotive Maintenance Unit # 1501/1706		1,003.30
Inv 16938 Total			1,003.30
Inv	16940		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/18/2022	Maintenance to Water Division Unit# 24-AC Compressor Replacement		896.51
Inv 16940 Total			896.51

Check Number	Check Date		Amount
Inv	16954		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/21/2022	Diagnose and repair dead battery and spark plugs unit 1501/1706		85.00
Inv 16954 Total			85.00
314408 Total:			2,186.42
SCAT6710 - Scott's Automotive Total:			2,186.42
SHO7777 - Showcases			
0	05/04/2022		
Inv	323087		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/25/2022	Variety of DVD cases		147.42
Inv 323087 Total			147.42
Inv	323145		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Variety of DVD cases		211.68
Inv 323145 Total			211.68
Inv	323153		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Variety of DVD cases		241.38
Inv 323153 Total			241.38
Inv	323154		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/31/2022	Variety of DVD cases		289.44
Inv 323154 Total			289.44
Inv	323198		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/06/2022	CD cases		257.04
Inv 323198 Total			257.04
0 Total:			1,146.96
SHO7777 - Showcases Total:			1,146.96
ANGSNYD - Snyder, Angela			
314409	05/04/2022		

Check Number	Check Date	Amount
Inv 120121		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2022	Refund due to double booking.	84.00
Inv 120121 Total		84.00
314409 Total:		84.00
ANGSNYD - Snyder, Angela Total:		84.00
YOSNGJG - Soon Jang, Yoeng		
314410	05/04/2022	
Inv 120336		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2022	Refund for rental of O.G Park gazebo due to cancellation	250.00
Inv 120336 Total		250.00
314410 Total:		250.00
YOSNGJG - Soon Jang, Yoeng Total:		250.00
SPBK - Springbrook Holding Company, LLC		
0	05/04/2022	
Inv INV-008934		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	CivicPay Transaction Fee (Mar 2022)	128.00
Inv INV-008934 Total		128.00
0 Total:		128.00
SPBK - Springbrook Holding Company, LLC Total:		128.00
STA5219 - Staples Business Advantage		
0	05/04/2022	
Inv 3487007777		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/10/2021	Office supplies for CSD.	77.89
Inv 3487007777 Total		77.89
Inv 3487256244		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/04/2021	First Aid Kits for Camp Med participants.	74.39
Inv 3487256244 Total		74.39

Check Number	Check Date	Amount
Inv 3487367994		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2021	Caution Tape for CSD Recreation Division.	8.59
Inv 3487367994 Total		8.59
Inv 3490081602		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/15/2021	Office Supplies: Commuity Development	52.35
Inv 3490081602 Total		52.35
Inv 3490081603		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/15/2021	Office Supplies: Commuity Development	98.57
Inv 3490081603 Total		98.57
Inv 3490486821		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/21/2021	Office Supplies: Commuity Development	52.35
Inv 3490486821 Total		52.35
Inv 3490536525		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/22/2021	Office Supplies: Commuity Development	48.12
Inv 3490536525 Total		48.12
Inv 3490942053		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2021	Office Supplies: Commuity Development	3.85
Inv 3490942053 Total		3.85
Inv 3491033426		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/28/2021	Office Supplies: Commuity Development	45.59
Inv 3491033426 Total		45.59
Inv 3491033427		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/28/2021	Office Supplies: Commuity Development	30.85
Inv 3491033427 Total		30.85
Inv 3493352453		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
11/23/2021	Office Supplies: Commuity Development	498.51
Inv 3493352453	Total	498.51
Inv 3494862217		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/10/2021	Office Supplies: Commuity Development	42.80
Inv 3494862217	Total	42.80
Inv 3495045901		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/11/2021	Office Supplies: Commuity Development	62.67
Inv 3495045901	Total	62.67
Inv 3499831707		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/10/2022	Office Supplies: Commuity Development	150.23
Inv 3499831707	Total	150.23
Inv 3500091495		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/12/2022	Office Supplies: Commuity Development	99.46
Inv 3500091495	Total	99.46
Inv 3500689247		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2022	Office Supplies: Commuity Development	17.41
Inv 3500689247	Total	17.41
Inv 3500829015		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/24/2022	Office Supplies: City Manager Division	327.13
Inv 3500829015	Total	327.13
Inv 3500947782		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/25/2022	Office Supplies: Commuity Development	205.51
Inv 3500947782	Total	205.51
Inv 3501676930		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2022	Office Supplies: Commuity Development	300.75
Inv 3501676930	Total	300.75

Check Number	Check Date	Amount
Inv 3502068364		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2022	Office Supplies: City Manager Division	130.39
Inv 3502068364 Total		130.39
Inv 3502068367		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2022	Supplies	208.36
Inv 3502068367 Total		208.36
Inv 3502222764		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/09/2022	Office Supplies: Commuity Development	15.52
Inv 3502222764 Total		15.52
Inv 3502290159		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Community Service Department phone cases.	39.65
Inv 3502290159 Total		39.65
Inv 3502290160		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Office supplies for Recreation Division.	7.85
Inv 3502290160 Total		7.85
Inv 3502542651		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2022	CSD Recreation Division monitor mount and stands.	51.99
03/12/2022	CSD Recreation Division monitor mount and stands.	63.49
Inv 3502542651 Total		115.48
Inv 3502664284		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Office Supplies: City Manager Division	225.05
Inv 3502664284 Total		225.05
Inv 3502664286		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Supplies	384.23
Inv 3502664286 Total		384.23
Inv 3502664287		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
03/15/2022	Digital Clock for Camp Med.	29.86
Inv 3502664287	Total	29.86
Inv 3502664288		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	CSD Recreation Division network port switch.	60.63
Inv 3502664288	Total	60.63
Inv 3502851576		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2022	Office Supplies: Commuity Development	420.23
Inv 3502851576	Total	420.23
Inv 3502851577		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2022	Office Supplies: Commuity Development	22.56
Inv 3502851577	Total	22.56
Inv 3502851578		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2022	Office Supplies: Commuity Development	85.72
Inv 3502851578	Total	85.72
Inv 3502851579		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2022	CSD special events supplies.	51.96
Inv 3502851579	Total	51.96
Inv 3503023240		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2022	Office Supplies: Commuity Development	14.32
Inv 3503023240	Total	14.32
Inv 3503125036		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2022	Office Supplies: Commuity Development	15.52
Inv 3503125036	Total	15.52
Inv 3503263366		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	Special Council Meeting Snacks	75.32
Inv 3503263366	Total	75.32

Check Number	Check Date	Amount
Inv 3503263367		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/24/2022	Public Works Department- Sewer Admin office supplie	68.04
Inv 3503263367 Total		68.04
Inv 3504028971		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	WD Blue Sata NAND	131.19
Inv 3504028971 Total		131.19
Inv 3504655652		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2021	Office Supplies: City Manager Division	146.86
Inv 3504655652 Total		146.86
Inv 3504655653		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Batteries	62.43
Inv 3504655653 Total		62.43
Inv 3505119659		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Disposable masks for children	55.10
Inv 3505119659 Total		55.10
Inv 3505119660		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Disposable masks for children	55.10
Inv 3505119660 Total		55.10
Inv 3505119661		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Disposable masks for children	55.10
Inv 3505119661 Total		55.10
Inv 3505119662		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Disposable masks for children	55.10
Inv 3505119662 Total		55.10
Inv 3505119663		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2022	Pens, screwdrivers, baby wipes	63.60

Check Number	Check Date	Amount
Inv 3505119663 Total		63.60
Inv 3505188614		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/13/2022	Exacto blades	5.83
Inv 3505188614 Total		5.83
Inv 3505256429		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/18/2022	PD Office Supplies	240.55
Inv 3505256429 Total		240.55
Inv 3505613687		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Office Supplies	235.63
Inv 3505613687 Total		235.63
0 Total:		5,274.20
STA5219 - Staples Business Advantage Total:		5,274.20
WEITNG - Tang, Wei		
314411 05/04/2022		
Inv CD 27083		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2022	Partial Refund for Hillside Development Permit at 718 La Portada	1,359.00
Inv CD 27083 Total		1,359.00
314411 Total:		1,359.00
WEITNG - Tang, Wei Total:		1,359.00
TERZHYK - Terzyan, Hayak		
314412 05/04/2022		
Inv 000276		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2022	Notary Services for Police Applicant Atamian	90.00
Inv 000276 Total		90.00
314412 Total:		90.00

Check Number	Check Date	Amount
TERZHYK - Terzyan, Hayak Total:		90.00
URBP8035 - The Urban Pet		
314413	05/04/2022	
Inv	220000796416	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2022	Food for K9 "Lisu"	159.98
Inv 220000796416 Total		159.98
314413 Total:		159.98
URBP8035 - The Urban Pet Total:		159.98
TDCS4010 - Third Degree Communications, Inc.		
314414	05/04/2022	
Inv	10958	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Training Class for Officer Giron-Garrido	375.00
Inv 10958 Total		375.00
314414 Total:		375.00
TDCS4010 - Third Degree Communications, Inc. Total:		375.00
TIM4011 - Time Warner Cable		
314415	05/04/2022	
Inv	0070193040122	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	AN 8448 30 008 0070193 Service (04-01-22 / 04-30-22)	83.94
Inv 0070193040122 Total		83.94
Inv	0355990040222	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/02/2022	AN 8448 30 008 0355990 Service (04-02-22 / 05-01-22)	418.13
Inv 0355990040222 Total		418.13
314415 Total:		502.07
TIM4011 - Time Warner Cable Total:		502.07
TAEV9224 - Total Access Elevator Inc.		
314416	05/04/2022	

Check Number	Check Date		Amount
Inv	81528		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2022	Elevator Preventative Maint.March 2022		335.37
04/01/2022	Elevator Preventative Maint.March 2022		400.01
04/01/2022	Elevator Preventative Maint.March 2022		335.37
Inv 81528 Total			1,070.75
314416 Total:			1,070.75
TAEV9224 - Total Access Elevator Inc. Total:			1,070.75
TRE9241 - Trench Shoring			
314417	05/04/2022		
Inv	RI20181201		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2022	Emergency K Rail at Arroyo Seco Golf Course & Pedestrian Trail		270.00
Inv RI20181201 Total			270.00
314417 Total:			270.00
TRE9241 - Trench Shoring Total:			270.00
ULIN8021 - ULINE			
314418	05/04/2022		
Inv	145346114		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/14/2022	Office Furniture for Community Services		3,820.92
04/14/2022	Office Furniture for Community Services		3,296.92
04/14/2022	Office Furniture for Community Services		5,252.92
Inv 145346114 Total			12,370.76
314418 Total:			12,370.76
ULIN8021 - ULINE Total:			12,370.76
ULRI2994 - Ulrich, Clarence			
314419	05/04/2022		
Inv	Sp-0001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/11/2022	Senior Prom Entertainment		300.00
Inv Sp-0001 Total			300.00
314419 Total:			300.00

Check Number	Check Date	Amount
ULRI2994 - Ulrich, Clarence Total:		300.00
UND6710 - Underground Service Alert/SC		
314420	05/04/2022	
Inv	320220702	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	Utility Underground Service Alert Fee	326.80
Inv 320220702 Total		326.80
Inv	dsb20196865	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2020	CY 2019 CA Underground Facilities safe excavation board memb.fee	63.34
Inv dsb20196865 Total		63.34
Inv	dsb20206745	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/01/2022	CY 2019 CA Underground Facilities safe excavation board memb.fee	65.04
Inv dsb20206745 Total		65.04
314420 Total:		455.18
UND6710 - Underground Service Alert/SC Total:		455.18
UQMS8010 - Unique Management Svcs Inc.		
0	05/04/2022	
Inv	6099535	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2022	Library Recovery Services: March 2022	223.75
Inv 6099535 Total		223.75
0 Total:		223.75
UQMS8010 - Unique Management Svcs Inc. Total:		223.75
UPP7789 - Upper San Gabriel Valley MWD		
314421	05/04/2022	
Inv	2/3-2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2022	Water Purchased for Wilson Well 4: March 2022	29,779.40
Inv 2/3-2022 Total		29,779.40

Check Number	Check Date	Amount
Inv	2022Q2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2022	Water Capacity Charge- 2nd Quarter 2022	3,050.00
Inv 2022Q2 Total		3,050.00
Inv	SoPas-03.29.22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/29/2022	Partnerhip with Upper District to install 3 water fill stations	5,450.00
Inv SoPas-03.29.22 Total		5,450.00
314421 Total:		38,279.40
UPP7789 - Upper San Gabriel Valley MWD Total:		38,279.40
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency		
314422	05/04/2022	
Inv	972125944	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Vet Bill for K9 Lisu on 03/21/2022	255.02
Inv 972125944 Total		255.02
314422 Total:		255.02
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency Total:		255.02
VERW6711 - Verizon Wireless		
314423	05/04/2022	
Inv	9903129482	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2022	AN 64244319-00001 Service (03/02/22 - 04/01/22)	2,087.76
Inv 9903129482 Total		2,087.76
314423 Total:		2,087.76
VERW6711 - Verizon Wireless Total:		2,087.76
JNTVLLNV - Villanueva, Jeanette		
314424	05/04/2022	
Inv	120479	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2022	Refund for Brit West Soccer due to particiapant not interested.	79.00
Inv 120479 Total		79.00

314424 Total:	79.00
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JNTVLLNV - Villanueva, Jeanette Total:	79.00
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WES4152 - West Coast Arborists, Inc.

0 05/04/2022

Inv 183567

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2022	Citywide Urban Forestry Services 3/1/2022-3/15/2022	12,900.00
03/15/2022	Citywide Urban Forestry Services 3/1/2022-3/15/2022	330.00
03/15/2022	Citywide Urban Forestry Services 3/1/2022-3/15/2022	2,640.00

Inv 183567 Total	15,870.00
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0 Total:	15,870.00
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WES4152 - West Coast Arborists, Inc. Total:	15,870.00
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WTNLGOVD - Witness Logo Video, Inc

314425 05/04/2022

Inv 201820

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/20/2022	Deposition in August 2020	791.25

Inv 201820 Total	791.25
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314425 Total:	791.25
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WTNLGOVD - Witness Logo Video, Inc Total:	791.25
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WIT6353 - Wittman Enterprises LLC

314426 05/04/2022

Inv 2203059

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/20/2022	Paramedic Billing Services; MARCH 2022	5,602.29

Inv 2203059 Total	5,602.29
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314426 Total:	5,602.29
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WIT6353 - Wittman Enterprises LLC Total:	5,602.29
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WON1111 - Wong, Daren

314427 05/04/2022

Check Number	Check Date		Amount
Inv	03/29/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/27/2022	Reimb. Training Expense for Officer Wong: 03/29/2022		51.48
Inv 03/29/2022 Total			51.48
314427 Total:			51.48
WON1111 - Wong, Daren Total:			51.48
XXRF5010 - Xerox Financial Services			
314428	05/04/2022		
Inv	3162017		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/29/2022	AN 010-0061587-003 Service (03/18/22 - 04/17/22)		162.35
Inv 3162017 Total			162.35
Inv	3181568		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2022	AN 010-0061587-001 Service (04/10/22 -05/09/22)		1,906.08
Inv 3181568 Total			1,906.08
314428 Total:			2,068.43
XXRF5010 - Xerox Financial Services Total:			2,068.43
YTI1023 - Y Tire Complete Auto Repair			
314429	05/04/2022		
Inv	32539		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/15/2022	PD tire replacement unit #0219		195.81
Inv 32539 Total			195.81
Inv	32567		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/15/2022	PD tire replacement unit #1909		541.37
Inv 32567 Total			541.37
314429 Total:			737.18
YTI1023 - Y Tire Complete Auto Repair Total:			737.18

Check Number **Check Date**

Amount

Total:	412,417.98
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**ATTACHMENT 4
Supplemental ACH
Payments**

City of
SOUTH PASADENA

Supplemental ACH Payment Log			
Date	Vendor	Amount	Description
4/14/2022	So Cal Edison	\$8,430.21	Online Payment for City's So Cal Edison Accounts.
4/25/2022	UMPQUA Bank	\$17,847.50	Online Payment for City's March 2022 Credit Card Expenses.
Total:		\$26,277.71	

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 4/27/2022 10:35 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2416	UMQAMC	UMPQUA Bank (Manual Check)	04/25/2022	
	02.28.2022	Police Department / Fuel for Motor Officers		25.40
	03.01.2022	Library / Yourmember-Careers - Job Posting		99.50
	03.01.2022	Management Services - Facebook - Ads		125.00
	03.01.2022	Police Department / Fuel for Motor Officers		18.72
	03.02.2022	Fire Department / Ralphps - Food for Fire Captains Promotion		52.65
	03.02.2022	Fire Department / Starbucks - Food for Fire Captains Promotion		115.90
	03.02.2022	Police Department / Fuel for Motor Officers		28.01
	03.02.2022	Police Department / Wondries Toyota - Maintenance on Police Chief Unit		1,488.12
	03.03.2022	Community Services / Grocery Outlet - Camp Med Supplies		168.78
	03.03.2022	Police Department / Fuel for Motor Officers		23.34
	03.03.2022	Fire Department / GUSS BBQ - Food for Fire Captains Promotion		173.57
	03.03.2022	Fire Department / Pharos Burgers - Food for Fire Captains Promotion		75.97
	03.03.2022	Police Department / Grammarly - Membership for 18 Police Employees		2,610.00
	03.04.2022	City Manager's Office - San Gabriel Valley Economic Development Summit		100.00
	03.04.2022	City Manager's Office - San Gabriel Valley Economic Development Summit		100.00
	03.05.2022	Management Services - Kelley's Kookies - Employee Appreciation		420.00
	03.06.2022	Community Services / Netflix		13.99
	03.07.2022	Police Department / Fuel for Motor Officers		22.23
	03.08.2022	Police Department / Fuel for Motor Officers		25.86
	03.08.2022	Management Services - Day Translations - Translation Services		46.92
	03.08.2022	City Manager's Office - Best Buy - Blogger Kit for Social Media		165.35
	03.08.2022	Community Development / Monthly Zoom Expense		16.11
	03.09.2022	Police Department / Fuel for Motor Officers		23.88
	03.09.2022	City Manager's Office - Party City - Supplies for Employee Engagement Event		81.72
	03.10.2022	Library / SM3-CustomPromo - Local History Collection Promo		445.50
	03.10.2022	City Manager's Office / Vons - Supplies for Employee Engagement Event		58.92
	03.10.2022	Community Services / So Cal Mobile Base - Fuel		36.59
	03.10.2022	Police Department / Enterprise Rent-A-Car - Police Detectives		803.29
	03.11.2022	Fire Department / VIOC - Oil Change of Staff Vehicle		114.18
	03.11.2022	Library / PRESERVE THIS - Intro to Preservation Course for Librarian		199.00
	03.12.2022	Community Services / Sheraton - Community Services Conference		793.18
	03.14.2022	Management Services - Day Translations - Translation Services		6.12
	03.14.2022	Community Services / Smart & Final - Camp Med Supplies		152.26
	03.14.2022	Community Services / CVS Pharmacy - Camp Med Supplies		31.36
	03.14.2022	Police Department / Fuel for Motor Officers		35.72
	03.14.2022	Community Services / CVS Pharmacy - Camp Med Supplies		17.18
	03.15.2022	City Manager's Office - LAEDC - Economic Development Meeting		300.00
	03.15.2022	Police Department / Fuel for Motor Officers		31.05
	03.15.2022	Library / WWW.CRICUT.COM - Replacement of Circuit Machine		96.18
	03.16.2022	Community Development / ACEC Subdivision Maps		301.54
	03.16.2022	Police Department / Fuel for Motor Officers		29.28
	03.16.2022	Library / Tablecloths factory - Tablecloths for Community Room		39.78
	03.16.2022	Community Services / Costco - St. Patricks Day Event		56.17
	03.16.2022	Community Services / Dollar Tree - Event Supplies		19.29
	03.16.2022	Community Services / Hobby Lobby - Event Supplies		17.51
	03.16.2022	Management Services - APA California - Job Ad		120.00
	03.16.2022	Library / Crowdfunder - Virtual Presentation Platform		10.00
	03.16.2022	Management Services - Western City Magazine - Job Ad		300.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
03.16.2022		Management Services - Planetizen - Job Ad		99.95
03.16.2022		City Manager's Office - Winchell's - Staff Meeting Treat		44.87
03.17.2022		Community Services /So Cal Mobile Base - Fuel		48.07
03.17.2022		Library / GOTPRINT.COM - Printing of Bookmarks		80.02
03.17.2022		Public Works / So Cal Mobile Base - Fuel		12.45
03.17.2022		Public Works / Construction Bid Board		45.00
03.17.2022		Public Works / So Cal Mobile Base - Fuel		35.53
03.17.2022		Community Services / Vons - Giftcards		60.00
03.17.2022		Community Development / APA Membership for Matt Chang		470.00
03.17.2022		Public Works / So Cal Mobile Base - Fuel		31.63
03.17.2022		Management Services - Pakatan - Council Dinner		119.07
03.17.2022		Community Services /So Cal Mobile Base - Fuel		67.73
03.18.2022		Police Department / Westin - Police Chief Conference		506.22
03.18.2022		Library / SM3-CustomPromo - Local History Collection Promo		165.00
03.18.2022		City Manager's Office / Target - Executive Team Retreat Supplies		129.39
03.18.2022		Police Department / Fuel for Motor Officers		20.77
03.18.2022		Police Department / Fuel for Motor Officers		37.48
03.18.2022		City Manager's Office - Lost Parrot Caf - Executive Retreat Meal		905.15
03.21.2022		City Manager's Office / VONS - Executive Team Retreat Supplies		83.16
03.22.2022		Police Department / Fuel for Motor Officers		28.76
03.22.2022		Public Works / So Cal Mobile Base - Fuel		49.19
03.22.2022		Community Services /So Cal Mobile Base - Fuel		74.94
03.22.2022		Public Works / So Cal Mobile Base - Fuel		40.62
03.22.2022		Management Services - APWA - Job Ad		495.00
03.22.2022		Public Works / So Cal Mobile Base - Fuel		31.66
03.22.2022		Public Works / So Cal Mobile Base - Fuel		38.10
03.23.2022		Police Department / Fuel for Motor Officers		23.10
03.23.2022		Community Services /So Cal Mobile Base - Fuel		65.80
03.24.2022		Community Services / Staygoldenpb.com - Photo Booth		200.00
03.24.2022		Management Services - ICMA Online - Membership		150.00
03.24.2022		Library / Chicago Books & Journals - Reference Books for Children's Library		60.60
03.24.2022		Management Services - ICMA Online - Membership		150.00
03.24.2022		Library / Eco Products - Supplies for Volunteer Recognition Event		173.37
03.24.2022		Community Development / Polos and Hats from Ellen's Silkscreen		276.77
03.24.2022		Police Department / Fuel for Motor Officers		29.99
03.24.2022		Management Services - IIMC - Membership		115.00
03.25.2022		Community Services / Staygoldenpb.com - Photo Booth		300.00
03.25.2022		Police Department / Fuel for Motor Officers		22.63
03.26.2022		City Manager's Office - Panera Bread - Agenda Prep Working Lunch		140.02
03.26.2022		Community Services / Sheraton - Community Services Conference		764.10
03.27.2022		Community Services / Grocery Outlet - Spring Break Camp Supplies		59.91
03.28.2022		Public Works / So Cal Mobile Base - Fuel		56.27
03.28.2022		Community Services / Paypal CPRS District 13 Banquet		175.00
03.28.2022		Public Works / So Cal Mobile Base - Fuel		72.99
03.28.2022		Public Works / So Cal Mobile Base - Fuel		16.47
03.28.2022		Public Works / So Cal Mobile Base - Fuel		150.00
03.28.2022		Management Services - Vons - Council Dinner Special Meeting		49.96
03.28.2022		City Manager's Office - Zoom - Annual Zoom License for CM Office		161.14
03.28.2022		City Manager's Office - Zoom - Annual Zoom License for Staff		161.14
03.29.2022		Police Department / Fuel for Motor Officers		30.12
03.29.2022		City Manager's Office - Mike & Annes Inc. - Economic Development Meeting Meal		110.71
03.29.2022		Public Works / Gus's BBQ - Lunch for Interview Panel - Sr. Water Worker		98.97
03.29.2022		Police Department / Fuel for Motor Officers		21.96
03.29.2022		Management Services - Vons - Agenda Staff Training Refreshments		43.85
03.30.2022		Library / Union Bakery - Refreshments for Volunteer Recognition Event		220.00
03.30.2022		Library / Heirloom Bakery - Refreshments for Volunteer Recognition Event		152.25
03.30.2022		City Manager's Office - Target - Memory Card for Digital Camera		40.50

Total for Check Number 2416:

17,847.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 4/25/2022:	17,847.50
			Report Total (1 checks):	17,847.50

ATTACHMENT 5
Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 04/26/2022 - 5:31PM
 Batch: 00002.04.2022



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: COR7788				Robert Darren Cornforth						
Check No: 314000				Check Date: 03/02/2022						
	546.00	7738	02/23/2022	Class Instructor: Tennis Beginner 01/22/22-03/12/22 SA 9-10am					No	0
101-8030-8032-8267-000	624.00	7739	02/23/2022	Class Instructor: Tennis Interm. 01/22/22-03/12/22 SA 11-12PM					No	0
101-8030-8032-8267-000	624.00	7685	02/23/2022	Class Instructor: Tennis Interm. 01/22/22-03/12/22 SA 10-11AM					No	0
101-8030-8032-8267-000										
Check Total:	1,794.00									
Vendor Total:	1,794.00									
Report Total:	1,794.00									

ATTACHMENT 6
Payroll Summary

Payroll

Payroll Summary Report



Payroll Date: 4/14/2022 Off-Cycle

Checks	\$	134.74
Direct Deposits	\$	291.34
IRS Payments	\$	52.26
EDD - State of CA	\$	-
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	478.34

Payroll Date: 4/15/2022 Regular

Checks	\$	11,796.26
Direct Deposits	\$	461,842.95
IRS Payments	\$	98,207.58
EDD - State of CA	\$	28,808.74
PERS Pension	\$	115,416.58
Deferred Comp	\$	23,056.45
PERS Health	\$	-
Subtotal:	\$	739,128.56

Grand Total: \$ **739,606.90**



City Council Agenda Report

ITEM NO. 9

DATE: May 4, 2022

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

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

SUBJECT: **Presentation of City Council Meeting Minutes**

Recommendation

It is recommended that the City Council approve the December 15, 2021 minutes as listed on the agenda and as presented.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda and hereby included as attachments to this staff report.

Fiscal Impact

The fiscal impact associated with preparation of minutes is accounted for in the City Clerk's Fiscal Year 2021 - 2022 operational budget.

Attachments: December 15, 2021 Regular Meeting Minutes

ATTACHMENT 1
December 15, 2021 Regular Meeting Minutes



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

**MINUTES
WEDNESDAY, DECEMBER 15, 2021 AT 7:00 PM**

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Mahmud on Wednesday, December 15, 2021, at 7:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT

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

ABSENT

None

Christina Muñoz, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT: Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Christina Muñoz, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Evelyn Zneimer.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)
City of South Pasadena v. The Dow Chemical Company, et al.,
Case No. 2:20-cv-07765-MWF-(SP)

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney’s Office but no action was taken.

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)
Owen Cliff Snider v. City of South Pasadena, UPC Case No. LA-CE-1180-M

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted direction was provided to the City Attorney’s Office but no action was taken.

The City Council recessed closed session at 6:35 p.m.

STATE OF THE CITY / PRESENTATIONS

2. MAYOR’S STATE OF THE CITY PRESENTATION

Mayor Mahmud presented her State of the City address.

CITY COUNCIL REORGANIZATION

3. ELECTION OF MAYOR AND MAYOR PRO TEM FOR THE 2021-2022 TERM

Mayor Mahmud opened nominations for Mayor for the 2021-2022 term.

A motion was made by Councilmember Zneimer, seconded by Councilmember Primuth and approved by roll call vote to appoint Mayor Pro Tem Cacciotti as Mayor for the 2021-2022 term.

Motion carried, 5-0.

Mayor Cacciotti opened nominations for Mayor Pro Tem for the 2021-2022 term.

A nomination was made by Councilmember Mahmud and approved by roll call vote appoint to Councilmember Primuth as Mayor Pro Tem for the 2021-2022 term.

Motion carried, 5-0.

Mayor Cacciotti called for a brief recess.

PUBLIC COMMENT

4. Public Comment - General

Mayor Cacciotti announced public comments are intended to address matters not on the agenda for the meeting. Members of the public have the option of emailing, participating via Zoom (audio), or speaking in-person to address the City Council, as listed on the agenda.

Live Public Comment:

- Rabbi Jason Rosner thanked the City Council and the Chamber of Commerce for allowing him to participate in the first City Hanukkah celebration.
- Walter Quinn stated that he received no response when he requested to meet with the City Council; expressed concern with the South Pasadena Police Department in relation to a recent incident with a dog and a child.
- Dr. Sydney Ryan expressed her support for the law enforcement mental health outreach program.
- Alan Vlacich asked Mayor Cacciotti to draw raffle prizes related to the upcoming Tournament of Roses Parade.

Zoom Public Comment:

- Barbara Einstein expressed concern over the current design of the Arroyo Seco Infiltration and Wetlands project.
- Lulu Talesnick Lopez expressed her support for the City’s Sun Downtown resolution amendment.
- Maya Turun expressed her support for the City’s Sun Downtown resolution amendment.
- Yvonne LaRose complimented Public Works staff currently working on the Monterey Road construction.

Written Public Comment:

- Carol and Steve expressed support for the City opting-out of provisions in SB 10.

COMMUNICATIONS

5. Councilmembers Communications

Councilmember Zneimer provided an update on the South Pasadena Tournament of Roses Committee; shared photos of the construction of the South Pasadena float.

Councilmember Donovan discussed a recent meeting of the recreational facilities lease ad-hoc committee.

Councilmember Mahmud discussed a recent Cal Cities Los Angeles County Regional Divisions meeting; discussed a recent meeting of the Planning Commission; discussed a recent event with the South Pasadena Preservation Foundation pertaining to SB 9; discussed a recent briefing with the Upper Los Angeles County Watershed Area; discussed a recent meeting pertaining to the Arroyo Seco Infiltration and Wetlands Project.

Mayor Pro Tem Primuth congratulated Mayor Cacciotti on his appointment; discussed a recent meeting of the Arroyo Verdugo Joint Powers Authority; attended a recent meeting of the Public Safety Commission.

Mayor Cacciotti thanked the City Council and City staff for the work they do; shared a photo of the recent recreational facilities lease ad-hoc committee; discussed agenda items from a recent meeting of Los Angeles County Metro; shared a photo of a sheriff who used public transportation; shared photos of the recent Tiger Run event; shared photos from a recent scouts yard sale event; shared a photo of Volvo’s first battery electric bulldozer; shared photos of the recent City Christmas party; stated that the City is slated to have the first homeless van to respond to crisis situations.

6. City Manager Communications

Community Development Director Frausto-Lupo introduced Planning Manager Matt Chang.

Management Services Director Demirjian introduced Senior Management Analyst Alma Medina and Human Resources & Risk Manager Belinda Varela.

Acting Public Works Director Gerber provided an update on the Residential Food Scrap Collection (Organics Waste Disposal) changes effective on January 1, 2022; stated that Southern California Edison will be conducting night work on Grevelia Avenue.

City Manager Chaparyan wished everyone a happy holiday season.

7. Reordering of, Additions, or Deletions to the Agenda

None.

CONSENT CALENDAR

8. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

9. RECEIVE AND FILE REPORT TO EXTEND COMMISSION APPOINTMENTS UNTIL MARCH 31, 2022

Recommendation

It is recommended that the City Council receive and file this report to extend Commission appointments until March 31, 2022 in order for the City Manager’s Office to conduct a deep dive analysis on the City’s current Commissions in February, 2022, for a final item to be brought back to City Council for Commission selections by March 31, 2022.

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF DECEMBER 16, 2021 THROUGH JANUARY 15, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

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

11. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

12. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

13. AWARD OF CONTRACT TO MICHAEL BAKER INTERNATIONAL FOR THE COMPLETION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR BERKSHIRE AND GREVELIA POCKET PARKS IN THE AMOUNT OF \$25,870 AND APPROPRIATE \$25,870 FROM THE PARK IMPACT FEE REVENUE ACCOUNT

Recommendation

It is recommended that the City Council:

1. Award a Contract to Michael Baker International for the completion of CEQA compliance for Berkshire and Grevelia Pocket Parks in the amount of \$25,870 from the 275-6010-6410-8170-000 account; and
2. Appropriate funds from the Park Impact Fees Reserves.

14. ADOPTION OF RESOLUTION APPROVING A CLASSIFICATION AND SALARY RANGE FOR DEPUTY COMMUNITY SERVICES DIRECTOR & A RESOLUTION APPROVING A CLASSIFICATION AND SALARY RANGE FOR ENVIRONMENTAL SERVICES & SUSTAINABILITY MANAGER

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF DEPUTY COMMUNITY SERVICES DIRECTOR, AND ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ESTABLISHING THE POSITION OF ENVIRONMENTAL SERVICES AND SUSTAINABILITY MANAGER, AND ADOPTING NEW JOB DESCRIPTION AND SALARY RANGE

Recommendation

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

1. Adopt a resolution approving the classification and salary range for a new Deputy Community Services Director.
2. Appropriate \$19,460 to Community Services/Salaries – Permanent account 101-7010-7011-7000-000 from General Fund Reserves to cover the difference in cost for the new Deputy Community Services Director.
3. Adopt a resolution approving the classification and salary range for a new Environmental Services and Sustainability Manager and authorize the City Manager to appoint this position.
4. Appropriate \$3,505 to Public Works/Environmental Services/Salaries – Permanent account 101-6010-6015-7000-000 and \$19,865 to 503-6010-6713-7000-000 Public Works/Water Efficiency/Salaries – Permanent account to cover the difference in cost for the new Environmental Services & Sustainability Manager.

15. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

16. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.

COUNCIL ACTION AND MOTION

Councilmember Zneimer requested to pull Item Nos. 8, 11, 12, 15.

Mayor Cacciotti requested to pull Item No. 16.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item Nos. 9,10,13, and 14. Motion carried, 5-0.

CONSENT CALENDAR - AGENDA ITEM(S) PULLED FOR SEPARATE DISCUSSION

- 8. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$224,761.97; GENERAL CITY WARRANTS IN THE AMOUNT OF \$414,641.22; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$100,051.01; VOIDS IN THE AMOUNT OF (\$10,116.71); TRANSFERS IN THE AMOUNT OF \$28,921.73; PAYROLL IN THE AMOUNT OF \$614,366.10**

Recommendation

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

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired about check no. 313578 in the amount of \$150,000.

City Attorney Jared responded to City Council inquiries and noted that amount is related to the settlement in the City of South Pasadena v. The Dow Chemical Company case.

Councilmember Zneimer inquired about the invoice paid to CivicStone; and, if the payment was after SB 381 was passed.

City Manager Chaparyan responded to City Council inquiries and noted the payment was for October’s invoice after SB 381 passed. She confirmed staff will utilize the consultant when needed.

Mayor Cacciotti opened the public comment period.

- Alan Ehrlich suggested that the City Council not approve the payment to Colantuono Highsmith & Whatley.

With no other requests to speak, Mayor Cacciotti closed the public comment period.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Item No. 8, as presented.

Motion carried, 5-0.

- 11. **AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENTS TO EXTEND THE CONTRACT TERMS FOR THE 2021-2029 HOUSING ELEMENT, GENERAL PLAN UPDATE/DOWNTOWN SPECIFIC PLAN, PROGRAM ENVIRONMENTAL IMPACT REPORT, AND INCLUSIONARY HOUSING IN-LIEU FEE STUDY**

Recommendation

It is recommended that the City Council authorize the City Manager to execute:

1. First Amendment to the PlaceWorks Professional Services Agreement (PSA) for the 2021-2029 Housing Element to extend the contract term to complete the existing scope of work;

2. Second Amendment to the PlaceWorks PSA for the General Plan Update/Downtown Specific Plan (GP/DTSP) to extend the contract term to complete the existing scope of work; and
3. Third Amendment to the Psomas PSA for the Program Environmental Impact Report (PEIR) to extend the contract term to complete the existing scope of work; and
4. First Amendment to the Economic and Planning Systems, Inc. (EPS) PSA for the Inclusionary Housing In-Lieu Fee Study to extend the contract term to complete the existing scope of work.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired about the termination date of the contract; inquired about the increased fees in the proposed amendment.

Deputy Community Development Director Lim responded to City Council inquiries. She confirmed the recommendation is to extend the term of the contract through the completion of the project.

Mayor Cacciotti opened the public comment period.

With no requests to speak, Mayor Cacciotti closed the public comment period.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve the Item No. 11, as presented.

Motion carried, 5-0.

12. CONSIDERATION OF RESOLUTION APPROVING PARTICIPATION IN NATIONAL OPIOID SETTLEMENT AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED PARTICIPATION AGREEMENT

Recommendation

Staff recommends that the City Council consider adoption of Resolution (Attachment A), approving a Resolution authorizing participation in National Opioid Settlement and authorizing the City Manager to execute the related participation agreement.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired how the City can spend the funds related to the agreement; inquired if the cost will exceed the benefit.

City Attorney Jared stated expenditure of funds are restricted to drug abuse prevention, public outreach and education programs.

Police Chief Solinsky confirmed an analysis was conducted.

Mayor Cacciotti opened the public comment period.

With no requests to speak, Mayor Cacciotti closed the public comment period.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve the Item No. 12, as presented.

Motion carried, 5-0.

15. RENEW ANNUAL AGREEMENT WITH DIGITAL MAP PRODUCTS, LP FOR GOVCLARITY, MAP-BASED LOCATION INFORMATION LICENSE AND APPLICATION

Recommendation

It is recommended that the City Council:

1. Approve the Agreement with Digital Map Products, LP in an amount not to exceed \$25,602 to renew the annual agreement for GovClarity for the term of October 1, 2020 through September 30, 2021.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired if the proposed contract is for services rendered.

Deputy Community Development Director Lim answered affirmatively.

Mayor Cacciotti opened the public comment period.

With no requests to speak, Mayor Cacciotti closed the public comment period.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve the Item No. 15, as presented.

Motion carried, 5-0.

16. CITY ELECTRIFICATION PROJECTS

Recommendation

It is recommended that the City Council receive and file updates related to the City's electrification projects.

COUNCIL ACTION AND MOTION

Mayor Cacciotti discussed the Southern California Edison Charge Ready Program Concept design; inquired if there was a way to developing solar into the project; inquired about the timeline of the project.

Councilmember Mahmud inquired about the high estimate received and stated if two of the programs can be combined to bring down costs; inquired how many chargers will be installed.

Mayor Pro Tem Primuth expressed his support for the projects and noted that this is an interesting design challenge.

Acting Public Works Director Gerber responded to City Council inquiries. He noted the conceptual plan authorizes Southern California Edison to install the electrical infrastructure to support 35 EV Chargers for Police, Fire and City Staff; the City agrees to purchase and maintain the chargers for ten years. He provided a synopsis of the site qualification limitations of the conceptual plan with Clean Power Alliance to install Solar and Battery Backup System at Garfield Reservoir.

Mayor Cacciotti opened the public comment period.

With no requests to speak, Mayor Cacciotti closed the public comment period.

The City Council received and filed the item.

PUBLIC HEARING

17. ADOPTION OF AN URGENCY ORDINANCE MAKING CERTAIN FINDINGS UNDER GOVERNMENT CODE SECTION 36937 AND AMENDING CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS INCLUDING SECTION 36.350.200.J (DESIGN STANDARDS FOR HISTORIC PROPERTIES) AND ADOPTION OF DESIGN GUIDELINES FOR ADU DEVELOPMENT ON HISTORIC PROPERTIES

ORDINANCE

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF SOUTH PASADENA MAKING CERTAIN FINDINGS UNDER GOVERNMENT CODE SECTION 36937 AND AMENDING CHAPTER 36 (“ZONING”), ARTICLE III (“SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS”), SECTION 36.350.200 (“RESIDENTIAL USES—ACCESSORY DWELLING UNITS”) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council:

1. Adopt Urgency Ordinance No. 2360 pursuant to Government Code Section 36937, amending Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200.J (Design Standards for Historic Properties); and
2. Adopt Design Guidelines for ADU Development on Historic Properties.

COUNCIL ACTION AND MOTION

Mayor Cacciotti forgone the staff presentation since it was received at the last City Council meeting.

Mayor Cacciotti opened the public hearing.

Zoom Public Comment:

- Rian Barrett expressed his support for the proposed ordinance.

With no other requests to speak, Mayor Cacciotti closed the public hearing.

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Mahmud and approved by roll call vote to approve Item No. 17, as presented.

Motion carried, 5-0.

City Attorney Jared noted that the entirety of section 6 of the proposed urgency ordinance should be deleted.

A motion was made by Councilmember Mahmud, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 17, as amended.

Motion carried, 5-0.

18. INTRODUCTION OF AN URGENCY ORDINANCE REGARDING REGULATION OF RESIDENTIAL HOUSING DEVELOPMENT AND URBAN LOT SPLITS (SB 9 PROPERTIES) BY ADDING ARTICLE 8 AND ARTICLE 9 TO CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE

ORDINANCE

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA ADDING ARTICLE 8 AND 9 TO CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE SUBDIVISION AND DEVELOPMENT OF QUALIFIED SB 9 PROPERTIES; DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Recommendation

Staff recommends that the City Council:

1. Receive public comment; and
2. Adopt an Urgency Ordinance of the City Council of the City of South Pasadena establishing regulations for the subdivision and development of qualified Senate Bill 9 properties through the introduction of Article 8 and

Article 9 of Chapter 36 of the South Pasadena Municipal Code and Declaring the Urgency Thereof. [Requires 4/5 Vote]

COUNCIL ACTION AND MOTION

City Attorney Jared made a presentation and provided an overview of the item.

Councilmember Mahmud inquired if there is a limitation on time for the Building Official to make a written finding under SB 9; inquired if an urgency ordinance will speed up the timeline of SB 9; noted that the City Council would ultimately have to approve the designation of a historic district.

Councilmember Zneimer suggested to define the term “ministerial” in the ordinance; suggested to modify the list of exemptions in the ordinance to include “hillside properties with substandard streets”; discussed the City’s ability to deny a project.

City Attorney Jared responded to City Council inquires. He provided clarification of the designation of historical district exempted areas.

Mayor Pro Tem Primuth referenced the section on denial and suggested to modify the language to state, “consistent with these standards within this chapter shall be administrative approved without public hearing and discretionary review”; inquired if SB 9 is the basis for denial.

City Attorney Jared responded to City Council inquires.

Mayor Cacciotti thanked the City Attorney for his work on this item.

Mayor Cacciotti opened the public hearing.

Zoom Public Comment:

- Mark Gallatin spoke on behalf of the South Pasadena Preservation Foundation, thanked the City Council for drafting the proposed ordinance; referenced a typo in the ordinance; made several suggested edits for the proposed ordinance.
- Rian Barrett expressed her support for the ordinance and offered the City assistance in its implementation.

With no other requests to speak, Mayor Cacciotti closed the public hearing.

City Attorney Jared responded to comments made during the public hearing.

Councilmember Mahmud stated that she anticipates this ordinance will be amended several times in the future; thanked the City Attorney for his work on the ordinance; requested that issues that can be easily resolved be brought back as soon as possible; requested that the following issues be addressed in a future update, (1) maximum

housing unit size, (2) consider any fourth unit added to what was considered a single family parcel be made affordable housing with provisions of acceptance of an in-lieu payment, (3) consider 100% electric, (4) ability to charge impact fees, (5) consider a penalty of non-compliance; what is the penalty for an unpermitted demolition.

Councilmember Zneimer inquired if SB 9 triumphs ordinance that are currently in place in South Pasadena; inquired if Title 8 houses are affected by SB 9.

City Attorney Jared responded to City Council inquires. He confirmed the City can apply Zoning Regulations.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 18, as presented.

Motion carried, 5-0.

ACTION / DISCUSSION

19. PUBLIC WORKS ORGANIZATIONAL ASSESSMENT

Recommendation

It is recommended that the City Council receive and file this Public Works Organizational Assessment.

COUNCIL ACTION AND MOTION

Acting Public Works Director H. Ted Gerber introduced the item.

Tim D’Zmura, Annealta Group, made a presentation and presented an overview of the item.

Mayor Cacciotti inquired what recommendations are for the Garfield Water Reservoir facility.

Councilmember Mahmud inquired if the City has adequate staff in the Public Works Department.

Mr. D’Zmura confirmed the department’s need for Management Analysts and recommended the use of consultants for peak projects.

City Manager Chaparyan provided an overview of physical changes recently implemented to accommodate new staff members.

Mayor Cacciotti opened the public comment period.

With no requests to speak, the public comment period was closed.

The City Council received and filed the item.

20. APPROVAL OF 2021-2026 STRATEGIC PLAN

Recommendation

It is recommended that the City Council approve the City's Strategic Plan for 2021-2026.

COUNCIL ACTION AND MOTION

Management Services Director Demirjian made a presentation and provided an overview of the item.

Councilmember Mahmud inquired if City Commissions would develop their workplans in conjunction with the City's budget adoption.

City Manager Chaparyan responded to City Council inquires and noted that Commission workplans will be aligned with the City's goals going forward.

Mayor Cacciotti opened the public comment period.

With no requests to speak, the public comment period was closed.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 20, as presented.

Motion carried, 5-0.

21. SLOW STREETS PROGRAM STATUS AND METRO OPEN STREETS CYCLE 3 FUNDING UPDATE

Recommendation

It is recommended that the City Council

1. Receive and file a status update presentation on the City's Slow Streets Program; and
2. Reappropriate remaining funds consistent with Council direction.

COUNCIL ACTION AND MOTION

Acting Public Works Director Gerber made a presentation and provided an overview of the item.

Lance Lowrey, Arroyo Group, made a presentation on urban design and placemaking; urban greening; and, the primary goal to connect Mission Street.

Councilmember Mahmud inquired how the planter pots will be kept alive after they are planted.

Mayor Pro Tem Primuth discussed the parklet flooring, inquired how it could be removed, discussed the Mobility and Transportation Infrastructure Commission's work on this item.

Mr. Lowrey responded to City Council inquiries and noted the parklet flooring transportable.

Councilmember Mahmud discussed the cost associated with the project; inquired if the current design could potentially attract homeless individuals and create sanitation concerns for nearby businesses.

Councilmember Zneimer referenced a similar project in the City of Santa Barbara; noted that the current design will probably attract homeless individuals.

Police Chief Solinsky responded to City Council inquires and noted that staff is looking at designs to minimize impacts.

Councilmember Mahmud inquired if staff is confident that the proposed projects would provide for greater symmetry and be covered under the grant.

Mayor Cacciotti inquired if the modular furniture is moveable.

Councilmember Donovan inquired what the drop-dead date is for the reappropriation of funds.

Mr. Lowrey stated his staff reviewed to City projects to identify expenditures eligible for reimbursement through the grant.

City staff responded to City Council inquiries.

Mayor Cacciotti opened the public comment period.

Zoom Public Comment:

- Mark Gallatin thanked Acting Public Works Director Gerber for reaching out to the Cultural Heritage Commission (CHC) regarding the project; hoped that the CHC would be consulted in the future in regards to capital improvement projects that are within their scope.

There was a discussion amongst Councilmembers and Mr. Gallatin in regards to the furniture and planter designs in the Historic District.

With no other requests to speak, the public comment period was closed.

Mayor Pro Tem Primuth supported the idea of creative public spaces and allowing City staff to experiment a bit with the proposed project.

There was a discussion amongst the City Council regarding the budget for the project and whether additional funds should go towards modular furniture or additional flooring and planters.

Mayor Pro Tem Primuth inquired if these funds cover the replacement flooring of the City's current parklets; expressed his support for this project.

Councilmember Mahmud asked that if cost estimates are higher than the proposed costing summary, that the difference be made up by deducting from the modular furniture.

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Zneimer and approved by roll call vote to authorize the expenditure of funds up to the amount available under the slow streets program, that it would fund the items on the initial costing summary and any amounts above \$262,000 can be increased at the City Manager's discretion.

Motion carried, 5-0.

INFORMATION REPORTS

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council on December 16, 2021 at 12:12 a.m., to the next Special City Council meeting scheduled on Wednesday, January 12, 2022.

Respectfully submitted:

Christina Muñoz
Deputy City Clerk

APPROVED

MICHAEL A. CACCIOTTI
MAYOR

Attest:

Christina Muñoz
Deputy City Clerk



City Council Agenda Report

ITEM NO. 10

DATE: May 4, 2022

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

PREPARED BY: Brian Solinsky, Chief of Police
Alison Wehrle, Management Analyst

SUBJECT: **Authorize Acceptance of Funding from the 2021 Urban Area Security Initiative Grant Funds in the Amount of \$44,369 for a Virtual Reality Training Simulator**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award of \$44,369 from the 2021 Urban Area Security Initiative (UASI) to reflect in the Homeland Security Grant revenue account 274-0000-0000-5036-000; and
2. Authorize the City Manager or designee to execute the UASI 2021 Subaward Agreement and related documents to purchase equipment that supports regional homeland security goals; and
3. Appropriate \$44,369 to account 274-4010-4019-8520-000 for the Virtual Reality Training Simulator.

Background

In March of 2022, \$44,369 was awarded to the South Pasadena Police Department as a part of the United States Department of Homeland Security, Federal Emergency Management Agency's UASI 2021 grant. Funds were requested to purchase equipment that supports regional homeland security goals. Specifically, the Police Department requested to fund a virtual reality training simulator, including lesson plans, presentation materials, pre- and post- tests for Department staff, software, and equipment. UASI approved \$44,369 to fund this request. There is no cash or in-kind match required for this grant.

Analysis

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

The UASI 2021 program will fund projects in high-threat, high density areas selected by the Department of Homeland Security. The UASI grant program was created to support large, "core" cities and those other cities with contiguous borders to the core city. The City of Los Angeles is the region's core city for the UASI grant and allocates funds to the City of South Pasadena. A regional working group and approval authority, made up of UASI stakeholders from throughout the Los Angeles-Long Beach Urban Area, are the governance bodies that determine which regional projects to submit to the Department of Homeland Security for grant funding.

The UASI grant program is fully federally funded from the Department of Homeland Security and managed through the State of California's Office of Emergency Services and the Los Angeles Mayor's Office of Public Safety. The South Pasadena Police Department has received UASI funding previously and these funds have been used to purchase equipment, supplies, and training in direct support of overall regional goals to respond to threats and/or acts of terrorism.

Upon City Council's approval, the grant funds will be allocated to a Virtual Reality Training Simulation, to be selected following the procurement process required by the South Pasadena Municipal Code and the grant requirements.

Fiscal Impact

The City of South Pasadena will receive a grant in the amount of \$44,369 from UASI 2021. No local matching funds are required for grant funds to be received.

Attachment:

1. City of South Pasadena Subaward Agreement and Department of Homeland Security's Standard Terms and Conditions

ATTACHMENT 1
UASI 2021 Subaward Agreement



SUBAWARD AGREEMENT

Subrecipient: City of South Pasadena

Title: FY 2021 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2021 Standard Assurances for all Cal OES Federal Grant Programs
- Exhibit C Financial Management Forms Workbook
- Exhibit D Modification Request and Reimbursement Request Forms
- Exhibit E CalOES Forms
- Exhibit F Grants Management Assessment Form

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

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

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2021 Urban Area Security Initiative Grant Program, FAIN # EMW-2021-SS-00081, CFDA #97.067, Federal Award Date July 16, 2021. This is not a “Research & Development” award as defined in 2 CFR §200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR §200.56 and 200.331.

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

The State of California, through its Governor’s Office of Emergency Services (“CalOES”), acts as the “pass-through entity” (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area (“LA/LBUA”) in the amount of \$55,420,000.00

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

§1.2 Subaward Information and Period of Performance

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

Subaward amount: **\$ 44,369.00**

Subaward Period of Performance (“Term”): **September 1, 2021
to May 31, 2024**

Match Requirement: **None**

Subrecipient Identifier: _____

Indirect Cost Rate for Subaward: **None**

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

§1.3 Parties and Notice

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

Party: City of Los Angeles
Authorized Representative: Reuben Wilson, Acting Deputy Mayor
Authorized Department: Mayor's Office of Public Safety
Address, Phone, Fax, E-mail: 200 North Spring Street, Room 303
Los Angeles, CA 90012
Phone: (213) 978-0600
Email: reuben.wilson@lacity.org

Party: City of South Pasadena
Authorized Representative: Alison Wehrle
Authorized Department: South Pasadena Police Department
1422 Mission Street
South Pasadena, CA 91030
Phone: 626-403-7273
Email: awehrle@southpasadenaca.gov

Lieutenant Tom Jacobs
South Pasadena Police Department
1422 Mission Street
South Pasadena, CA 91030
Phone: (626) 403-7274
Email: tjacobs@southpasadenaca.gov

Lieutenant Shannon Robledo
South Pasadena Police Department
1422 Mission Street
South Pasadena, CA 91030
Phone: (626) 403-7274
Email: srobledo@southpasadenaca.gov

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

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 21-1320; / / 22)

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2021 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2021 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2021 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2021 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

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

§2.2 City Administrative Requirements

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

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

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

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

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

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

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

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

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

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

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.
- I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for Covid-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

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

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

federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

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

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

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending

those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

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

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in

accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

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

- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 21 Subaward:
1. Subaward funding is subject to restricted drawdown for the duration of the Term;

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

§2.4 Uniform Requirements for Federal Awards

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

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

submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

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

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

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

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

G. Property Standards

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

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

certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

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

H. Procurement and Contracting Regulations

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

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

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

I. Financial and Performance Monitoring and Reporting

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

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

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

J. Record Retention and Access

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

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

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

K. Cost Principles

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

L. Audit Requirements

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

M. Closeout and Post Closeout

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

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III. STANDARD PROVISIONS

§3.1 Independent Party

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

§3.2 Construction of Provisions and Titles Herein

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

§3.3 Applicable Law, Interpretation and Enforcement

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

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

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

§3.4 Integrated Agreement

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

§3.5 Excusable Delays

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

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

§3.6 Breach

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

§3.7 Prohibition Against Assignment or Delegation

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

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

§3.8 Indemnification

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

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

§3.9 Subcontractor Assurances

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

§3.10 Remedies for Noncompliance

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

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

§3.11 Termination

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

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

§3.12 Amendments

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

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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

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

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. # 21-1320; Date of Approval: / / 22
 City Contract Number: _____

EXHIBIT A

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

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

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

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

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

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

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

VI. Civil Rights Act of 1964 – Title VI

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

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

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buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

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

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

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

XI. **Duplication of Benefits**

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

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

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

XIII. **Energy Policy and Conservation Act**

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

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

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

2021 DHS Standard Terms and Conditions

overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

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

XVIII. Hotel and Motel Fire Safety Act of 1990

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

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

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

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. **Non-Supplanting Requirement**

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

XXIV. **Notice of Funding Opportunity Requirements**

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

XXV. **Patents and Intellectual Property Rights**

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

XXVI. **Procurement of Recovered Materials**

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

XXVII. **Rehabilitation Act of 1973**

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

XXVIII. **Reporting of Matters Related to Recipient Integrity and Performance**

1. **General Reporting Requirements**

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

2. **Proceedings about Which Recipients Must Report**

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or

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procurement contract from the federal government;

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

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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- c. *Total value of currently active grants, cooperative agreements, and procurement contracts includes—*
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. § 170.320](#) (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section

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6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

- 3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

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

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5. Definitions For purposes of this award term:

- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

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- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

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

XXXI. Terrorist Financing

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

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

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

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.

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- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 2. Provision applicable to recipients other than a private entity.**
DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 3. Provisions applicable to any recipient.**
- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
 - b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

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

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

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

- a. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities.
- c. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - 1) A foreign organization;
 - 2) A foreign public entity;
 - 3) A domestic for-profit organization; and

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- 4) A federal agency.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

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

XXXV. Use of DHS Seal, Logo and Flags

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

XXXVI. Whistleblower Protection Act

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

EXHIBIT B



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

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

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Cooperation and Access to Records

All Applicants must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$30,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, subrecipients must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2021, Version 11.4, hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: Los Angeles/Long Beach Urban Area

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance Date: 12/13/2021

EXHIBIT C

FEMA Trigger	Line #				Project Information													
National Priority Area	Project Letter	Item #	Sub-Line #	Mayor's Office ID #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated	Total Approved (Expended)	Remaining Balance (Obligated)	% Complete
	P	35	215	58	IJ-4	South Pasadena	Police	Virtual Reality Training Simulator	UASI	LE	Equipment	Other Authorized Equipment	N/A	\$ 44,369.00		\$ -	\$ 44,369.00	0%

EXHIBIT D

LA/LB UASI Modification Request Form

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



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 20
<i>Grant Specialist to complete</i>		Summary and reason for modification request:	Are the modified ledgers attached electronically?		Will the project require approvals?	
Contract Amount	\$ -		<i>Equipment Ledger</i>		<i>EHP</i>	
Revised Amount	\$ -		<i>Training Ledger</i>		<i>Sole Source</i>	
Amendment Y/N?			<i>Organization Ledger</i>		<i>EOC</i>	
25% Increase	\$ -		<i>Planning Ledger</i>		<i>Watercraft</i>	
Council/14.8 Y/N?		<i>Exercise Ledger</i>		<i>Aircraft</i>		

Modified From:

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

Modified To:

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

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes
FMU Verification-- Name	Date Reviewed	Modification #	Notes	

EXHIBIT E

California Governor's Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST

Subgrantee Name: _____

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

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

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

Project Amount: UASI \$ _____ SHSP \$ _____

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

Aircraft _____ Aviation Related Equipment _____
--

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

Equipment & Description	Cost	AEL number

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

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

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

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

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

10. Attach letters of endorsement, if applicable.

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

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

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

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

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

Project Amount: UASI \$ _____ SHSP \$ _____

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

Watercraft _____ Watercraft- Related Equipment _____

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

Equipment & Description	Cost	AEL number

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

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

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

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

California Governor's Office of Emergency Services

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: _____

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

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

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

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

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

2. Physical address of facility:

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

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

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

- 6.

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

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

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: _____

Date: _____

(Name)

(Signature)



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

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

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

- 1. Describe what the proposed vendor/contractor will provide:**
- 2. Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?**
 Yes No
If Yes, attach the most recent approval letter and Noncompetitive Procurement Authorization form.
- 3. Is this noncompetitive procurement being made under a multi-year contract?**
 Yes No
If No, proceed to question 6.
- 4. If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?**
 Yes No
If No, proceed to question 6.
- 5. If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?**
 Yes No

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

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

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

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

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

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

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

Yes No

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

10. Certification:

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

Purchasing Agent:	Name:	Signature:	Date:
Primary Subrecipient:	Name:	Signature:	Date:

Cal OES Internal Use Only

Date Submitted:

Procurement Type: Single Source Public Emergency Inadequate Competition

Attachments enclosed:

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

Program Representative Review - Comments:

Unit Chief Review - Comments:

Approved Denied

Grants Procurement Compliance Manager – Comments:

Grants Procurement Compliance Manager:

Date:

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 1/31/2024

Paperwork Burden Disclosure Notice

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

PRIVACY NOTICE

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

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

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

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

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

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

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

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

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

SECTION B. PROJECT TYPE

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

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

SECTION C. PROJECT TYPE DETAILS

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

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

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

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

c. Complete Section D.

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

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

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

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

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

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

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

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

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

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

• If yes, complete Section D

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

4. **Generator installation.**

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

5. **New construction/addition.**

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

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

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

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

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

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? Yes No

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

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

l. Distance to nearest existing telecommunication tower: _____

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

• If yes, Describe: _____

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

• If yes, provide Registration #: _____

• If no, why? _____

o. Has the FCCE106 process been completed? Yes No

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

• If yes, Describe: _____

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

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

r. Complete Section D.

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

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. **Project Installation**

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

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

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

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

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

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

2. **Age of structure/building at project site**

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

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

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

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

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

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

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

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

• Labeled, color, ground-level photographs of the project site: Required

• Labeled, color photograph of each location where equipment would be attached to a building or structure: Required

• Labeled, color aerial photographs of the project site: Required

• Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): Attached

• Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): Attached

b. Are there technical drawings or site plans available? Yes No

• If yes, attach: Attached

Appendix A has guidance on preparing photographs for EHP review

4. **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? Yes No

• If yes, attach documentation with this form: Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? Yes No

• If yes, attach documentation with this form: Attached

c. Was a NEPA document prepared for this project? Yes No

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

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

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

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

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

Minimum requirements for photographs

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

Best Practices

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

Options for Creating Photographs

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

Example Photographs

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

Figure 1. Example of labeled, color aerial photograph.

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



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

Appendix A. Supporting Photographs for EHP Grant Submissions

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

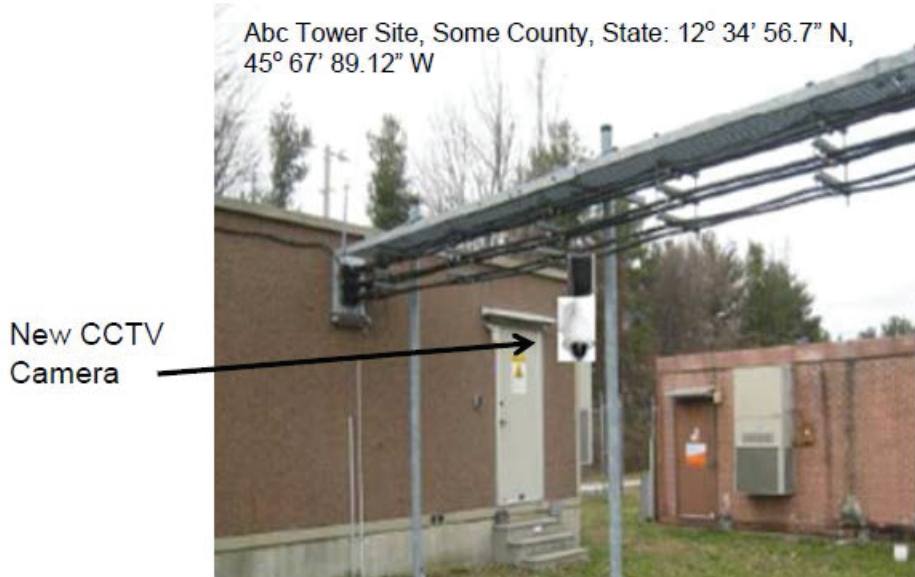


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

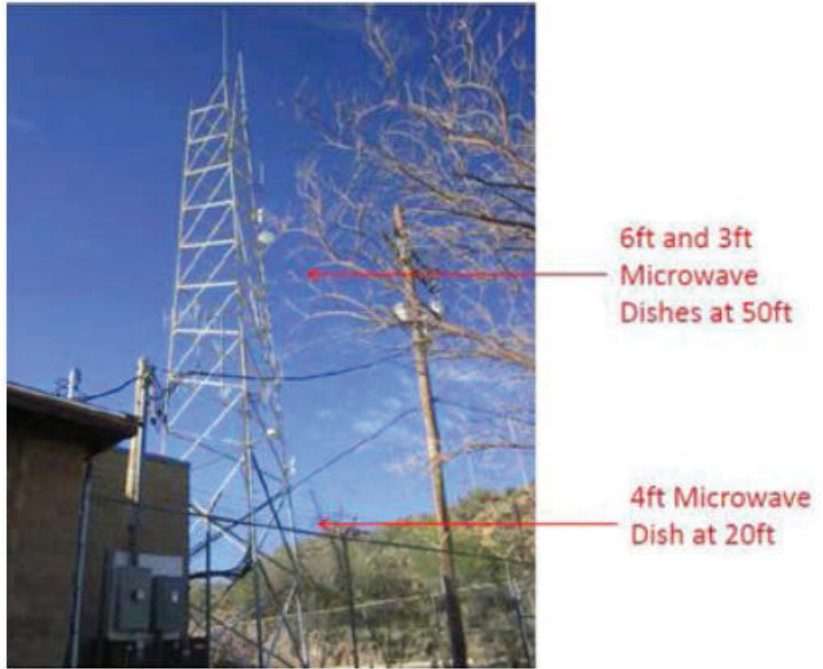
Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level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



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

Appendix A. Supporting Photographs for EHP Grant Submissions

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



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

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

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

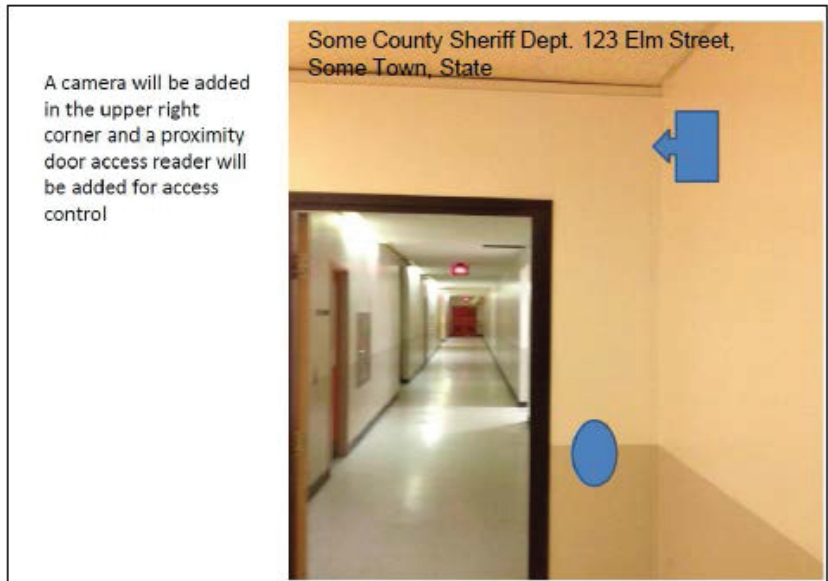


Figure 6. Interior photograph showing proposed location of new equipment.

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

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

EXHIBIT F



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

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY21						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
Final Score						

 Name/Title of Preparer

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #1

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #2

 Signature

 Date



City Council Agenda Report

ITEM NO. 11

DATE: May 4, 2022

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

PREPARED BY: Paul Riddle, Fire Chief
Eric Zanteson, Division Chief

SUBJECT: **Award of Contract to R.E. Patterson and Associates for the Development of an Updated Local Hazard Mitigation Plan for the City of South Pasadena for Submission to and Approval by California State Office of Emergency Services and the Federal Emergency Management Agency**

Recommendation

It is recommended that the City Council:

1. Accept a proposal from R. E. Patterson and Associates for the five-year update to the City of South Pasadena's Local Hazard Mitigation Plan (LHMP); and
2. Authorize the City Manager to execute the agreement and any amendments with R. E. Patterson and Associates for a total not-to-exceed amount of \$34,000.

Background

According to the Federal Emergency Management Agency (FEMA), the purpose of mitigation planning is to identify policies and actions that can be implemented to reduce risk and future losses from disasters. Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage and subsequent reconstruction. The planning process is as important as the plan itself and involves community stakeholders. The plan creates a framework for risk-based decision making to reduce damages to the community, economy and potential threat to lives.

Following the Hurricane Katrina disaster in the Gulf of Mexico in 2005, FEMA mandated that state and local governments create and formally adopt federally approved LHMPs. These plans are designed to prompt local governments to identify possible natural and man-made disasters and to provide mitigation steps. Although some disasters may be impossible to predict and/or avoid, steps should still be taken to lessen the impacts of a disaster. Hurricane Katrina shed light on areas that required a greater depth of focus for planning and preparedness in all communities.

State and local governments must prepare and adopt federally approved LHMPs in order to comply with FEMA requirements. Federal guidelines require LHMPs be updated and adopted by local governing authorities every five years. South Pasadena's plan was initially developed in 2005 and updated in 2012 and 2018. A plan requires stakeholder involvement and a planning process that takes place over the course of a year. By beginning that process in the spring of 2022, it will allow the City to seek approval and adoption of the updated plan by mid-2023, thereby meeting the federal five-year requirement.

Analysis

As noted above LHMPs are required to be updated every five years in order to maintain funding eligibility from state and federal resources. The current South Pasadena LHMP was crafted by R.E. Patterson in 2017 and subsequently approved by Office of Emergency Services (OES) and FEMA in 2018.

Three consultants were contacted to provide bids for completion of an updated LHMP.

R.E Patterson	\$34,000.00
Atlas Planning Solutions	\$44,480.00
Constant Associates	\$49,999.95

Based on R.E. Patterson's bid and their familiarity with the City of South Pasadena through previous plan updates, it is recommended that R.E. Patterson and Associates be awarded the contract to update the City of South Pasadena LHMP.

Fiscal Impact

Funding totaling \$34,000 is encumbered in account number 101-5010-5012-8020 (Disaster Preparedness) over the current and upcoming fiscal year budget.

Legal Review

The City Attorney has reviewed this item.

Alternatives Considered

1. Staff considered developing the LHMP using city staff. However, due to the required commitment of hours and the need for expertise as well as the need to meet, or exceed, state and federal requirements, it is preferable to utilize a consultant.
2. FEMA Grant funding was also evaluated. The application and funding timeline were considered too tight to meet mid-2023 requirement.

Next Steps

1. Approve funding for consultant R.E. Patterson and Associates.
2. Initiate and complete assessment and mitigation steps.
3. Coordinate stakeholder preparedness review.

4. Return to Council for approval of draft plan.
5. Submit the draft LHMP to OES for initial approval, then submit to FEMA for final approval.
6. Submit back to Council for final adoption mid-2023.

Community Outreach

Community outreach will be part of the LHMP development. This outreach will include, but is not limited to the City's Public Safety Commission, SPUSD and contract agencies such as SoCal Gas and SCE.

Commission Review and Recommendation

This matter was reviewed by the Public Safety Commission on April 11, 2022.

Attachment:

1. Professional Services Agreement with R.E. Patterson and Associates

ATTACHMENT 1
Professional Services Agreement with
R.E. Patterson and Associates

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /R.E. Patterson and Associates)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and R.E. Patterson and Associates (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Exhibit A
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Eric Zanteson, Division Chief. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is thirty-four thousand dollars (\$34,000.00).
- 3.5. "Commencement Date": May 4, 2022
- 3.6. "Termination Date": Upon acceptance by CalOES and FEMA and final adoption by council.

4. TERM

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

5. CONSULTANT'S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Russell Patterson shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three

(3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice,

and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property

damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

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

12. INSURANCE

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an

endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Eric Zanteson, Division Chief, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention

amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City

Eric Zanteson
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7300
Facsimile: (626) 403-7241

If to Consultant

Russell E. Patterson
Principal, R.E. Patterson and Associates
131 Loma Linda Court
Scotts Valley, CA 95066
(831) 438-3290 / Cell (408) 718-0004
russ@repattersonandassociates.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

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

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

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

"City"
City of South Pasadena

"Consultant"
R.E. Patterson and Associates

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Muñoz
Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Exhibit A

The Scope of Services will likely span a year. Finalization includes acceptance of the updated plan by FEMA and OES.

1. Orientation
 - a. The LHMP planning and development process will include meeting with key City departments and stakeholders.
 - b. Three meetings shall take place and may be in person or virtual.
2. Hazard identification and profiling
 - a. Identification of natural threats to the community
3. Asset inventory
 - a. Vulnerability assessment of critical assets in the City
 - b. Development of maps identifying those assets
4. Develop mitigation strategies
 - a. Review existing LHMP to assist in determining mitigation strategies
 - b. Develop goals for discussion with Staff and stakeholders
5. Draft hazard mitigation plan
 - a. Use process above to develop a draft plan
 - b. Provide draft plan for staff and stakeholders for review
 - c. Utilize comments and input to revise the plan as needed
6. Public draft review
 - a. Distribute draft plan as approved by Staff and stakeholders to the public for review
 - b. Allow a maximum of 30 day review period for public comment
 - c. Formally present the updated plan to the city council for a public hearing and approval of a draft
7. CalOES/FEMA review
 - a. Once public review is complete submit draft plan to OES and FEMA
 - b. Utilize the FEMA “crosswalk” tool
8. Plan adoption
 - a. Upon FEMA approval of the draft plan consultant may present to Council for adoption

Exhibit B

The fee schedule involves three disbursements.

Fee Schedule		
1.	Completion of first meeting	\$10,000
2.	Delivery of first draft for Council approval	\$15,000
3.	FEMA approval	\$9,000
	Total not to exceed (based on above schedule)	\$34,000



City of South Pasadena
Management Services
Department

Memo

Date: April 27, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DKM for AC*

From: Christina Muñoz, Deputy City Clerk

Re: May 4, 2022, City Council Meeting Item No. 12 – Revised Budget Calendar

Staff recommends City Council review and accept the attached revised Budget Calendar.



2022 BUDGET CALENDAR

Jan 4	CIP planning meeting (continuous through adoption)
Feb 16	Mid-year Budget Report to Council
Feb 22	Budget Kickoff meeting for budget reps
Feb 22	Budget request forms distributed to departments
Feb 28	Revenue/Expenditure projections (21-22) to Finance
Mar 3	Budget request forms due in to Finance
Mar 15	Finance delivers dept. budget requests to CM
Mar 17	Narratives and Performance Indicators due in
Mar 21-31	Dept. review with CM and FD
Apr 1-21	Finance prepares Proposed Operating and CIP budgets
Apr 18-19	Citywide Budget Presentation for employees
Apr 25-28	Executive Team Budget Balancing (if necessary)
Apr 25-28	Individual Councilmember meetings with CM and FD
Apr 27	Budget Workshop Prep and ARPA Discussion
May 10/12	Councilmember mtgs. w/department heads
May 16	Notice of PH published for Budget, CIP, GANN
May 19	Preliminary Budget to Finance Commission (tentative)
May 17	Gann Limit Calculated
May 25	Budget Workshop (overview budgets/no decisions)
Jun 1	Public Hearing/Adoption of Budget, CIP, Fees, GANN
Jun 15	Continuation of Budget Hearing (if nec.)/Adoption



**City of South Pasadena
South Pasadena Police
Department**

Memo

Date: April 27, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DKM for AC*

From: Brian Solinsky, Chief of Police
Tom Jacobs, Lieutenant

Re: May 4, 2022, City Council Meeting Item No. 13 – First Reading and Introduction of an Ordinance Adopting a Policy for the Approval, Acquisition, and Reporting of Military Equipment by the South Pasadena Police Department

Staff recommends City Council open the Public Hearing and continues the item onto the May 18, 2022 City Council Meeting.



City Council Agenda Report

ITEM NO. 14

DATE: May 4, 2022

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

PREPARED BY: Sheila Pautsch, Community Services Director
Lucy Hakobian, Deputy Community Services Director

SUBJECT: **Approval of Funds for July 4th Theatrical Presentation by Jim and Lissa Reynolds at the South Pasadena High School**

Recommendation

It is recommended that the City Council approve the funding request for the proposed July 4th Theatrical Presentation by Jim and Lissa Reynolds (Reynolds) at South Pasadena High School. This request does not include any City staff expenditures and city-related resources.

Background

The annual 4th of July event will be held on Monday, July 4, 2022. In addition to the annual program, Mayor Cacciotti worked with staff and shared ideas on expanding programming for this year's event. As part of the expanded programming, the Library will develop Independence-themed book displays and reading lists, host a book discussion of David M. Rubenstein's *The American Experiment: Dialogues on a Dream*, and have a Summer Reading Program Wonderful Wednesdays family program offering Independence-themed arts and crafts.

In addition to these efforts, Mayor Cacciotti approached Jim and Lissa Reynolds from the Fremont Centre Theatre to discuss preparing and delivering a theatrical presentation to celebrate Independence Day. The proposed presentation would include eight (8) professional actors in a live performance at the South Pasadena High School Auditorium, to take place on July 3, and open to the public.

Analysis

City staff assessed the needs for this presentation at the South Pasadena High School Auditorium, including stage, technical director, lighting, parking lot use, and restroom facilities. If the production funding is approved, the Reynolds would coordinate the actors, the script, and the deliverables. A proposed budget for production and deliverance of the presentation totaling \$4,023 has been provided by the Reynolds for consideration, in Attachment A.

Upon City Council’s approval, the City would enter into an agreement with the South Pasadena High School to utilize the facility. Although the fee for the facility use will be waived, school district staff costs are estimated at \$2,275. The proposed presentation will be held on Sunday, July 3, 2022, with rehearsals scheduled to be held on July 2, 2022. Proposed admission to the event is \$5 for children, and \$10 for adults.

The Reynolds have agreed to research and produce the program which includes writing the script, casting the actors, and coordinating the stage production. Art, literature, poetry and live performances celebrating the diversity of cultures in America will be portrayed, but the content for the presentation has not been determined or developed. Should City Council approve the request for funds, it is recommended that the proposed content be presented to the Mayor and City staff for review and final approval.

Logistics related to executing the event are pending, including staffing, distribution of flyers, marketing and promotions, coordinating ushers, managing participants and ticket sales.

Fiscal Impact

There are no funds allocated for this event in the current budget. A total of \$6,798 is needed for the event. The City Council may consider funding through General Fund reserves or City Council discretionary funds.

Proposed Budget from Jim and Lissa Reynolds for production preparation and delivery	\$4,023
Use of South Pasadena High School Auditorium/Facility	(\$2,780)- fee to be waived
School District Staff Cost (Estimate)	\$2,275
Advertising & Miscellaneous Expenses	\$500
Total Cost	\$6,798

The cost breakdown does not include any City resources or staffing. The potential of revenue based on ticket sales cannot be projected at this time, but can help offset some of the costs for the event.

Alternatives Considered

1. City Council may consider to hold off on expanded programming for this year’s event, and include a funding request for the 2022/2023 City budget under Community Services to oversee and expand the 4th of July/ Festival of Balloons programming.

Community Outreach

At the request of Mayor Cacciotti, informal meetings and brainstorming sessions took place with a group of community members to solicit input.

Attachment: Proposed Budget from Jim and Lissa Reynolds

ATTACHMENT 1

July 4th Theatrical Presentation
Proposed Budget

July 4th Theatrical Presentation- Proposed Budget from Jim and Lissa Reynolds

Posters (25 posters, 11x17 color)	\$35.00
Flyers (200 flyers, 8 ½ x 11 color, 1 sided)	\$98.00
Programs (220)	\$210.00
Artist's Design Fee	\$200.00
Microphones (4 rental, 3 days approximately)	\$300.00
Snacks & Water for Participants at Rehearsal	\$100.00
Honorarium for Actors (8)	\$800.00
Tech Director	\$250.00
Stage Manager	\$250.00
Band (for rehearsal and performance)	\$1,000.00
Set background & Miscellaneous Expenses	\$500.00
Printing of Program (400 copies)	\$280.00
Director/Writer	\$0
Producer	\$0
Total	\$4,023.00

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