



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**SPECIAL MEETING
CLOSED SESSION**

**WEDNESDAY, NOVEMBER 2, 2022
5:30 P.M.**

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

Public Comment regarding items on the Closed Session Meeting agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the City 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 link will be provided for the Open Session for the public to attend.

Public Participation may be made as follows:

- In-Person Hybrid – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
 - Via Zoom – Meeting ID: **226 442 7248**
 - Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting
1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
 2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemoTms0RTIVUT09> or
 3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

CALL TO ORDER: Mayor Michael Cacciotti

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

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

1. Forbes v. City of South Pasadena (LASC Case No. 22STCV30042)
2. Travelers Property Casualty Insurance Company v. City of South Pasadena (LASC 228TCV22759)

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

1. Property Address: 920 Lohman Lane
 Agency Negotiator: Arminé Chaparyan, City Manager
 Negotiating Party: John Letts, iTennis
 Under Negotiation: Price and Terms

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (INITIATING)

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 **November 2, 2022**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

10/27/2022

/S/

Date

Desiree Jimenez, CMC, Chief City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING**

WEDNESDAY, NOVEMBER 2, 2022, AT 7:00 P.M.

**AMEDEE O. "DICK" RICHARDS JR. 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

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The Meeting will be available:

- In Person Hybrid – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City 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: Mayor Pro Tem: Jon Primuth

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public can comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed. You may participate **by one of the following options:**

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

Participate via Zoom.

Public comment speakers are able to speak by going to the Zoom webinar controls and clicking on the "Raise Hand" icon. The Meeting Host will be notified that a hand has been raised and speakers will have their microphone un-muted by the Host during the appropriate Public Comment period.

Option 3:

Email public comment 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 to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 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 City 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 time limit to less than three minutes, as needed.

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 within the first 30 minutes of Public Comment period will be queued up to speak.

PRESENTATIONS**3. DEPARTMENT HIGHLIGHT VIDEO: COMMUNITY SERVICES****4. STAFF INTRODUCTION**

Community Development:

Leah Demarest, Senior Management Analyst

COMMUNICATIONS

5. COUNCILMEMBER COMMUNICATIONS

Time allotted to speak per Councilmember is three 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 \$85,274.68; GENERAL CITY WARRANTS IN THE AMOUNT OF \$841,181.71; VOIDS IN THE AMOUNT OF (\$504.00); ONLINE PAYMENTS IN THE AMOUNT OF \$15,362.48; TRANSFER IN THE AMOUNT OF \$211,141.78; PAYROLL IN THE AMOUNT OF \$694,664.07Recommendation

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

9. ADOPTION OF A RESOLUTION APPROVING THE CITY OF SOUTH PASADENA INVESTMENT POLICY FOR FISCAL YEAR 2022-23**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING AN INVESTMENT POLICY FOR FISCAL YEAR 2022-23

Recommendation

It is recommended that the City Council adopt a resolution adopting an Investment Policy for Fiscal Year 2022-23.

10. AWARD OF CONTRACT TO ALLSTAR FIRE EQUIPMENT INC. FOR PURCHASE OF SCOTT X3 PRO SELF CONTAINED BREATHING APPARATUS FOR AN AMOUNT NOT-TO-EXCEED \$152,047.32Recommendation

It is recommended that the City Council:

1. Award a contract to AllStar Fire Equipment Inc. to provide 15 Self Contained Breathing Apparatus for an amount not-to-exceed \$152,047.32;
2. Appropriate \$152,048 from Coronavirus State and Local Fiscal Recovery Funds Account No. 101-3010-3041-8020 to Fire Department Safety Clothing and Equipment Account 101-5010-5011-8134; and
3. Authorize the City Manager to execute all related documents.

11. AUTHORIZE THE APPOINTMENT OF A COMMISSIONER TO A CITY COMMISSIONRecommendation

It is recommended by Mayor Cacciotti that the City Council appoint Dean Ghaffari to the Public Art Commission to a full three-year term ending December 31, 2025.

12. FIRST READING AND INTRODUCTION OF AN ORDINANCE ADOPTING BY REFERENCE THE 2022 CALIFORNIA FIRE CODE WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO AMENDING CHAPTER 14 OF THE SOUTH PASADENA MUNICIPAL CODE**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, MAKING CERTAIN FINDINGS; AMENDING THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CHAPTER 14 (FIRE PREVENTION) THEREOF ADOPTING BY REFERENCE THE 2022 CALIFORNIA FIRE CODE WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

Recommendation

It is recommended that the City Council:

1. Introduce for first reading by title only and waive further reading of an ordinance adopting by reference and amending the 2022 California Fire Code;
2. Repeal the current South Pasadena Fire Code and South Pasadena Municipal Code Chapter 14 and replace it with a new Fire Code that adopts the California Fire Code 2022 edition, by reference with amendments that serve the specific needs of the City of South Pasadena; and
3. Schedule a Public Hearing on November 16, 2022 to consider adoption and second reading of the same ordinance.

13. AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH MOBIUS PLANNING IN A NOT-TO-EXCEED AMOUNT OF \$50,000Recommendation

It is recommended that the City Council authorize the City Manager to execute a First Amendment to the Mobius Planning Professional Services Agreement (PSA) to serve as project manager for 2021-2029 Housing Element increasing the current PSA by \$25,000 for a total not-to-exceed amount of \$50,000.

14. APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM COUNCILMEMBER DIANA MAHMUD IN THE AMOUNT OF \$1,750 FOR THREE NEW RAISED GARDEN BEDS AT THE SOUTH PASADENA COMMUNITY GARDENRecommendation

It is recommended that the City Council:

1. Find that the requested allocation of Discretionary Funds to support the addition of three new raised garden beds at the South Pasadena Community Garden (SPCG) is consistent with the findings required pursuant to the Guidelines for the Application of City Council Discretionary Budget Accounts adopted by Resolution 7174; and
2. Approve the requested allocation totaling \$1,750 by Councilmember Mahmud to support the addition of three new raised garden beds at the SPCG.

PUBLIC HEARING

15. INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING SECTION 5.5 CERTAIN FOWL PROHIBITED OF CHAPTER 5 “ANIMALS AND FOWL” AND CHAPTER 1.7A “SAME – INFRACTIONS” OF THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council:

1. Confirm appropriate penalty provision for violations of the South Pasadena Municipal Code Section 5.5 “Certain fowl prohibited” of Chapter 5 “Animals and Fowl” and Section 1.7A “Same— Infractions”; and
2. Read by title only for first reading, waiving further reading, and introduce an Ordinance Amending Chapter 5.5 “Certain Fowl Prohibited” of Chapter 5 “Animals and Fowl” of the South Pasadena Municipal Code to address the prohibition of feeding peafowl, and Section 1.7A “Same – Infractions”.

ACTION / DISCUSSION

16. UPDATE ON SB 381 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A SECOND CONTRACT AMENDMENT WITH CIVICSTONE, LLC. FOR A NEW NOT-TO-EXCEED AMOUNT OF \$105,850

Recommendation

It is recommended that the City Council:

1. Receive an update on the SB 381 Implementation; and
2. Authorize the City Manager to execute a Second Amendment to the CivicStone, LLC Professional Services Agreement for additional scope of work in related to affordable housing consulting services in the amount of \$25,000 for a new total not-to-exceed contract amount of \$105,850.

PUBLIC COMMENT – CONTINUED

17. CONTINUED PUBLIC COMMENT – GENERAL

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

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

November 16, 2022	Regular City Council Meeting	7:00 p.m.
December 7, 2022	Regular City Council Meeting	7:00 p.m.
December 21, 2022	Regular City Council Meeting	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

www.southpasadenaca.gov/CityCouncilMeetings2022

Regular meetings are live streamed via the internet at:

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS



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

CERTIFICATION OF POSTING

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10/27/2022

/S/

Date

Desiree Jimenez, CMC, Chief City Clerk



City Council Agenda Report

ITEM NO. 8

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Kenneth L. Louie, Interim Deputy City Manager-Finance

SUBJECT: Approval of Prepaid Warrants in the Amount of \$85,274.68; General City Warrants in the Amount of \$841,181.71; Voids in the Amount of (\$504.00); Online Payments in the Amount of \$15,362.48; Transfer in the Amount of \$211,141.78; Payroll in the Amount of \$694,664.07

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 315331-315339	\$	32,014.85
ACH	\$	53,259.83
Voids	\$	0

General City Warrants:

Warrant # 315340-315429	\$	237,948.00
ACH	\$	603,233.71
Voids	\$	(504.00)

Payroll Period Ending: 10/14/2022	\$	690,833.83
Payroll Period Ending: 10/14/2022	\$	1,255.26
Payroll Period Ending: 10/14/2022	\$	2,574.98
Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	100,000.00
Wire Transfers Out – To (Acct # 1936)	\$	111,141.78
Online Payments	\$	15,362.48

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,847,120.72</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Explanation of Terms

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

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

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

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

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

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

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

Attachments:

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

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date	11/2/2022	
		Amounts	
		Prepaid	Written
101	24,142.39		744,112.80
103	17,961.61		715.00
104	-		15,830.25
105	-		-
107	-		-
205	-		1,982.17
207	-		1,093.10
208	-		-
210	-		79.40
211	-		-
214	-		-
215	-		11,879.96
217	-		-
218	-		-
220	-		-
223	-		-
226	-		804.13
228	-		-
230	-		15,773.37
232	-		2,056.45
233	-		-
236	-		-
237	-		-
238	-		-
239	-		5,005.25
241	-		-
242	-		-
245	-		-
248	-		-
249	-		-
255	-		-
260	-		-
270	-		-
272	-		-
274	-		-
275	-		36,287.60
276	-		-
277	-		-
295	-		-
310	-		-
500	-		158.80
503	-		5,403.43
505	-		-
506	-		-
510	-		-
550	-		-
700	43,170.68		-
Column Totals:		85,274.68	841,181.71

Fund No.	Amounts	
	Prepaid	Written
227	-	-
RSA Report Totals:	-	-

City Report Totals: 926,456.39

Payroll Period Ending: 10/14/2022	690,833.83
Payroll Period Ending: 10/14/2022	1,255.26
Payroll Period Ending: 10/14/2022	2,574.98
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	100,000.00
Wire Transfer Out - To Acct. # 1936	111,141.78
Online Payments	15,362.48
Voids - Prepaid	-
Voids - General Warrant	(504.00)

Grand Report Total: 1,847,120.72

Michael A. Cacciotti, Mayor Kenneth L. Louie, Interim Deputy City Manager-Finance

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: calvarez
Printed: 10/24/2022 - 11:02AM



Check Number	Check Date	Amount
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	10/13/2022	
Inv	October 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 - Part Time Association Dues	248.00
Inv October 2022 Total		248.00
0 Total:		248.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		248.00
CSD3014 - Ca. State Disbursement Unit		
315331	10/13/2022	
Inv	PR 09/29/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 - Garnishment Case # FAMSS-1406906	814.15
Inv PR 09/29/2022 Total		814.15
315331 Total:		814.15
CSD3014 - Ca. State Disbursement Unit Total:		814.15
SARSWAN - Swanborn, Sarit		
315333	10/13/2022	
Inv	PW1389	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Refund for Permit	205.00
Inv PW1389 Total		205.00
315333 Total:		205.00
SARSWAN - Swanborn, Sarit Total:		205.00
SOU5230 - S.P.Firefighters L-3657		
0	10/13/2022	

Check Number	Check Date	Amount
Inv	October 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 Firefighters 3657 - Union	2,050.00
09/28/2022	PR Batch 93022.09.2022 FFA Fire Rec Fees	90.00
09/28/2022	PR Batch 93022.09.2022 Fire Assn. Insurance	177.42
Inv October 2022 Total		2,317.42
0 Total:		2,317.42
SOU5230 - S.P.Firefighters L-3657 Total:		2,317.42
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	10/13/2022	
Inv	October 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 SPPOA Insurance	2,282.26
09/28/2022	PR Batch 93022.09.2022 SPPOA - Union Dues	3,257.45
Inv October 2022 Total		5,539.71
0 Total:		5,539.71
SOU5435 - S.P. Police Officers Association Total:		5,539.71
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	10/13/2022	
Inv	October 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 SPPSEA - Union Dues	1,320.00
Inv October 2022 Total		1,320.00
0 Total:		1,320.00
SOU5451 - S.P. Public Service Employees Association Total:		1,320.00
SSDV2018 - Sandoval, Sheila		
0	10/13/2022	
Inv	PR 09/29/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 - Garnishment	956.03
09/28/2022	PR Batch 93022.09.2022 - Garnishment	617.57
Inv PR 09/29/2022 Total		1,573.60
0 Total:		1,573.60

Check Number	Check Date	Amount
SSDV2018 - Sandoval, Sheila Total:		1,573.60
TCLPLUS - TimeClock Plus, LLC		
0	10/13/2022	
Inv	INV00190587	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Scheduling, Time & Attendance Software & Hardware	454.65
Inv INV00190587 Total		454.65
Inv	INV00201628	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/21/2022	Scheduling, Time & Attendance Software & Hardware	415.68
Inv INV00201628 Total		415.68
Inv	INV00214215	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Scheduling, Time & Attendance Software & Hardware	3,600.00
Inv INV00214215 Total		3,600.00
0 Total:		4,470.33
TCLPLUS - TimeClock Plus, LLC Total:		4,470.33
VRMZ7000 - Munoz, Valerie		
315332	10/13/2022	
Inv	PR 09/29/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	PR Batch 93022.09.2022 - Garnishment	750.00
Inv PR 09/29/2022 Total		750.00
315332 Total:		750.00
VRMZ7000 - Munoz, Valerie Total:		750.00
Total:		17,238.21

Accounts Payable

Check Detail

User: calvarez
Printed: 10/24/2022 - 2:40PM



Check Number	Check Date		Amount
ACHG2013 - A-Check Global			
315334	10/24/2022		
Inv	59-0688765		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2022	Pre-employment Screening Services		412.95
Inv 59-0688765 Total			412.95
315334 Total:			412.95
ACHG2013 - A-Check Global Total:			
			412.95
AFLA7010 - AFLAC			
0	10/24/2022		
Inv	126379		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	Employee Optional Insurance Premium - September 2022		1,070.09
Inv 126379 Total			1,070.09
0 Total:			1,070.09
AFLA7010 - AFLAC Total:			
			1,070.09
AME0229 - Ameritas			
0	10/24/2022		
Inv	October		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2022	Employee Vision Plan Premiums - October 2022		1,933.16
Inv October Total			1,933.16
0 Total:			1,933.16
AME0229 - Ameritas Total:			
			1,933.16
DEL0771 - Delta Dental of California			
315335	10/24/2022		

Check Number	Check Date	Amount
Inv	BE005084350	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Employee Dental Premiums - August 2022	12,440.97
Inv BE005084350 Total		12,440.97
Inv	BE005110879	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Employee Dental Premiums - September 2022	12,456.38
Inv BE005110879 Total		12,456.38
315335 Total:		24,897.35
DEL0771 - Delta Dental of California Total:		24,897.35
ITCR2501 - Intercare Holdings Insurance Services		
0	10/24/2022	
Inv	76-009256	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Workers' Comp Admin. - August 2022	11,885.11
Inv 76-009256 Total		11,885.11
Inv	76-009354	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	Workers' Comp Admin. - September 2022	4,664.91
Inv 76-009354 Total		4,664.91
0 Total:		16,550.02
ITCR2501 - Intercare Holdings Insurance Services Total:		16,550.02
MJRI2950 - Magic Jump Rentals Inc.		
315336	10/24/2022	
Inv	351481	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/14/2022	Inflatables for City Halloween Spooktacular	1,914.20
Inv 351481 Total		1,914.20
315336 Total:		1,914.20
MJRI2950 - Magic Jump Rentals Inc. Total:		1,914.20
PEG4590 - NUFIC		

Check Number	Check Date		Amount
315337	10/24/2022		
Inv	October		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2022	Premiums for EE Basic Coverage & EE Optional Supplemental		817.60
10/01/2022	Premiums for EE Basic Coverage & EE Optional Supplemental		198.00
Inv October Total			1,015.60
Inv	September		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	Premiums for EE Basic Coverage & EE Optional Supplemental		196.50
09/01/2022	Premiums for EE Basic Coverage & EE Optional Supplemental		766.10
Inv September Total			962.60
315337 Total:			1,978.20
PEG4590 - NUFIC Total:			1,978.20
CSAC2012 - PRISM			
0	10/24/2022		
Inv	23400719		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2022	Employee Assistance Program - October-December		1,411.59
Inv 23400719 Total			1,411.59
0 Total:			1,411.59
CSAC2012 - PRISM Total:			1,411.59
COBR7131 - The Advantage Group			
0	10/24/2022		
Inv	149228		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2022	HRA Admin Fee		312.00
Inv 149228 Total			312.00
Inv	October		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2022	HRA Administration Fee - October 2022		16,513.91
Inv October Total			16,513.91
0 Total:			16,825.91

Check Number	Check Date	Amount
COBR7131 - The Advantage Group Total:		16,825.91
HAFR7000 - The Hartford		
315338	10/24/2022	
Inv	085035862305	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	Employee Life Insurance premium - October 2022	729.00
Inv 085035862305 Total		729.00
315338 Total:		729.00
HAFR7000 - The Hartford Total:		729.00
BENTURNR - Turner, Beniamino		
315339	10/24/2022	
Inv	125180	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2022	Refund Summer Camp Med	314.00
Inv 125180 Total		314.00
315339 Total:		314.00
BENTURNR - Turner, Beniamino Total:		314.00
Total:		68,036.47

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: calvarez
 Printed: 10/24/2022 - 3:25PM



Check Number	Check Date		Amount
IMPR8032 - 4Imprint, Inc.			
315340	11/02/2022		
Inv	10415473		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	Recreation Division promotional giveaway items for Open House.		475.99
Inv 10415473 Total			475.99
Inv	10432348		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	Teen Center promotional giveaway item.		356.42
Inv 10432348 Total			356.42
Inv	10434526		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	Promotional items for Walk and Bike to School event.		657.99
Inv 10434526 Total			657.99
Inv	10436164		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	Senior Services - Open House Event promotional giveaway items.		285.21
Inv 10436164 Total			285.21
315340 Total:			1,775.61
IMPR8032 - 4Imprint, Inc. Total:			1,775.61
ATGC8530 - Acorn Technology Services			
0	11/02/2022		
Inv	96241		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2022	Management of IT Services for Network Administration 09/2022		23,250.00
Inv 96241 Total			23,250.00
0 Total:			23,250.00

Check Number	Check Date		Amount
ATGC8530 - Acorn Technology Services Total:			23,250.00
ALAL5011 - Alert-All Corp.			
315341	11/02/2022		
Inv	222091036		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2022	Open House - Fire Department Event Supplies 10/02/2022		198.45
Inv 222091036 Total			198.45
315341 Total:			198.45
ALAL5011 - Alert-All Corp. Total:			198.45
ALH0179 - Alhambra Car Wash			
315342	11/02/2022		
Inv	September 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2022	PD Car Washes - September 2022		195.00
Inv September 2022 Total			195.00
315342 Total:			195.00
ALH0179 - Alhambra Car Wash Total:			195.00
ACMT2920 - All City Management Services, Inc.			
315343	11/02/2022		
Inv	80306		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2022	Crossing Guard Services: 09/18/2022-10/01/2022.		11,749.91
Inv 80306 Total			11,749.91
315343 Total:			11,749.91
ACMT2920 - All City Management Services, Inc. Total:			11,749.91
ALL0197 - All Star Fire Equipment, Inc.			
315344	11/02/2022		
Inv	242888		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2022	Fire Dept. Safety Clothing & Equipment		234.40
Inv 242888 Total			234.40

Check Number	Check Date	Amount
Inv 243091		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2022	Fire Dept. Safety Clothing & Equipment	174.17
Inv 243091 Total		174.17
315344 Total:		408.57
ALL0197 - All Star Fire Equipment, Inc. Total:		408.57
AMAZONCP - Amazon Capital Services, Inc.		
0	11/02/2022	
Inv 14PF-GRYH-MDJX		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2022	Economic Development Promo Items	78.52
Inv 14PF-GRYH-MDJX Total		78.52
Inv 14T4-MJ4L-WK3J		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Credit Memo #14T4-MJ4L-WK3J	-4.10
Inv 14T4-MJ4L-WK3J Total		-4.10
Inv 1637-J1FJ-RJ3K		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Queens of Animation	62.81
10/03/2022	tablecloth, patio umbrella	171.04
Inv 1637-J1FJ-RJ3K Total		233.85
Inv 1MN4-M4DM-NX1G		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Supplies for City Hall Open House and Office Supplies.	703.47
Inv 1MN4-M4DM-NX1G Total		703.47
Inv 1MN4-M4DM-PWN3		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Camp Med Supplies, Special Event Supplies	193.70
10/13/2022	Camp Med Supplies, Special Event Supplies	137.74
10/13/2022	Camp Med Supplies, Special Event Supplies	367.09
Inv 1MN4-M4DM-PWN3 Total		698.53
Inv 1PNF-TTMY-VCPT		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2022	Economic Development Promo	51.12
09/26/2022	City Hall Lobby Furniture	852.59
Inv 1PNF-TTMY-VCPT Total		903.71

Check Number	Check Date	Amount
Inv	1VNY-T6LR-TD3D	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Credit Memo #1VNY-T6LR-TD3D	-4.10
Inv 1VNY-T6LR-TD3D Total		-4.10
Inv	1VNY-T6LR-TDKF	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Credit Memo #1VNY-T6LR-TDKF	-4.09
Inv 1VNY-T6LR-TDKF Total		-4.09
0 Total:		2,605.79
AMAZONCP - Amazon Capital Services, Inc. Total:		2,605.79
ARRSCINC - Arrowhead Scientific, Inc.		
315345	11/02/2022	
Inv	151076	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	Evidence room supplies	426.78
Inv 151076 Total		426.78
315345 Total:		426.78
ARRSCINC - Arrowhead Scientific, Inc. Total:		426.78
ATCN9011 - AT&T		
315346	11/02/2022	
Inv	000018828511	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	AT&T AN CLAPDSOPAS (8-27-22 to 9-26-22)	322.34
Inv 000018828511 Total		322.34
Inv	000018833138	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	AT&T AN: 9391036943 (8-27-22 to 9-26-22)	1,291.54
Inv 000018833138 Total		1,291.54
315346 Total:		1,613.88
ATCN9011 - AT&T Total:		1,613.88

BAK0369 - Baker & Taylor Books

0	11/02/2022	
Inv	2036917385	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/09/2022	Library Books	1,732.55
Inv 2036917385 Total		1,732.55
Inv	2036926897	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/09/2022	Library Books	860.29
Inv 2036926897 Total		860.29
Inv	2036932213	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2022	Library Books	325.79
Inv 2036932213 Total		325.79
Inv	2036935547	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2022	Library Books	1,734.94
Inv 2036935547 Total		1,734.94
Inv	2036935740	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2022	Library Books	367.62
Inv 2036935740 Total		367.62
Inv	2036939237	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2022	Library Books	547.91
Inv 2036939237 Total		547.91
Inv	2036944065	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2022	Library Books	264.58
Inv 2036944065 Total		264.58
Inv	2036946786	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2022	Library Books	578.98
Inv 2036946786 Total		578.98

Check Number	Check Date	Amount
Inv	2036960498	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2022	Library Books	1,049.37
Inv 2036960498 Total		1,049.37
Inv	2036963375	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2022	Library Books	440.45
Inv 2036963375 Total		440.45
Inv	2036963996	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2022	Library Books	580.31
Inv 2036963996 Total		580.31
Inv	2036976478	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2022	Library Books	233.58
Inv 2036976478 Total		233.58
Inv	2036976935	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Library Books	27.06
Inv 2036976935 Total		27.06
Inv	2036979061	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/24/2022	Library Books	879.56
Inv 2036979061 Total		879.56
Inv	2036986911	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/24/2022	Library Books	296.72
Inv 2036986911 Total		296.72
Inv	2036999924	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2022	Library Books	430.00
Inv 2036999924 Total		430.00
Inv	2037005486	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2022	Library Books	60.99

Check Number	Check Date	Amount
Inv 2037005486	Total	60.99
Inv	2037007073	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2022	Library Books	386.54
Inv 2037007073	Total	386.54
Inv	2037010606	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2022	Library Books	23.99
Inv 2037010606	Total	23.99
Inv	2037037194	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2022	Library Books	46.06
Inv 2037037194	Total	46.06
0 Total:		10,867.29
BAK0369 - Baker & Taylor Books Total:		10,867.29
BAK0366 - Baker & Taylor Entertainment		
0	11/02/2022	
Inv	H62421440	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2022	DVDs/CDs	194.18
Inv H62421440	Total	194.18
Inv	H62464390	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2022	DVDs/CDs	270.26
Inv H62464390	Total	270.26
Inv	H62482250	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2022	DVDs/CDs	296.68
Inv H62482250	Total	296.68
Inv	H62482620	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2022	DVDs/CDs	226.38
Inv H62482620	Total	226.38

Check Number	Check Date	Amount
Inv	H62483730	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/16/2022	DVDs/CDs	47.91
Inv H62483730 Total		47.91
Inv	H62484310	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2022	DVDs/CDs	70.20
Inv H62484310 Total		70.20
Inv	H62501800	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2022	DVDs/CDs	52.68
Inv H62501800 Total		52.68
Inv	H62573860	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	DVDs/CDs	81.01
Inv H62573860 Total		81.01
Inv	H62577890	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2022	DVDs/CDs	54.51
Inv H62577890 Total		54.51
Inv	H62594760	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2022	DVDs/CDs	116.51
Inv H62594760 Total		116.51
Inv	T24143830	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/10/2022	DVDs/CDs	12.39
Inv T24143830 Total		12.39
Inv	T24143840	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/10/2022	DVDs/CDs	28.93
Inv T24143840 Total		28.93
Inv	T24147770	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
09/21/2022		DVDs/CDs	12.39
Inv T24147770		Total	12.39
Inv T24147980			
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/22/2022		DVDs/CDs	28.93
Inv T24147980		Total	28.93
0 Total:			1,492.96
BAK0366 - Baker & Taylor Entertainment Total:			1,492.96
SHBE8032 - Bee, Shuny			
315347	11/02/2022		
Inv 8752			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/06/2022		Contract Class Instructor Taekwondo & Jeetkunedo September class	780.00
Inv 8752		Total	780.00
Inv 8756			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/06/2022		Contract Class Instructor Taekwondo & Jeetkunedo September class	97.50
Inv 8756		Total	97.50
Inv 8827			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/06/2022		Contract Class Instructor Taekwondo & Jeetkunedo September class	195.00
Inv 8827		Total	195.00
315347 Total:			1,072.50
SHBE8032 - Bee, Shuny Total:			1,072.50
TMTBENG - Bengford, Timothy			
315348	11/02/2022		
Inv 125910			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/13/2022		Refundable security deposit for War Memorial building.	522.00
Inv 125910		Total	522.00
315348 Total:			522.00

Check Number	Check Date	Amount
TMTBENG - Bengford, Timothy Total:		522.00
BLSP8010 - Blackstone Publishing		
0	11/02/2022	
Inv	2065134	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2022	Books/DVDs/CDs (Audibooks)	139.80
Inv 2065134 Total		139.80
0 Total:		139.80
BLSP8010 - Blackstone Publishing Total:		139.80
DBAR3011 - Brinks Inc. (Formerly Dunbar Inc.)		
315349	11/02/2022	
Inv	12001645	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Armored Car Transportation (July 2022 Service)	496.74
Inv 12001645 Total		496.74
Inv	12023519	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Armored Car Transportation (August 2022 Services)	1,505.72
Inv 12023519 Total		1,505.72
Inv	12052714	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Armored Car Transportation (September 2022 Excess)	1,472.56
Inv 12052714 Total		1,472.56
Inv	5065905	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Armored Car Transportation (July 2022 Excess)	26.46
Inv 5065905 Total		26.46
Inv	5135028	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Armored Car Transportation (August 2022 Excess)	57.82
Inv 5135028 Total		57.82
Inv	5204770	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	Armored Car Transportation (September 2022 Excess)	163.76

Check Number	Check Date	Amount
Inv 5204770 Total		163.76
315349 Total:		3,723.06
DBAR3011 - Brinks Inc. (Formerly Dunbar Inc.) Total:		3,723.06
BRMR8267 - BRIT West Soccer		
315350	11/02/2022	
Inv 8728		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	215.80
Inv 8728 Total		215.80
Inv 8732		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	161.85
Inv 8732 Total		161.85
Inv 8789		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	161.85
Inv 8789 Total		161.85
Inv 8790		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	215.80
Inv 8790 Total		215.80
Inv 8791		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	269.75
Inv 8791 Total		269.75
Inv 8793		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	323.70
Inv 8793 Total		323.70
Inv 8794		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	647.40
Inv 8794 Total		647.40

Check Number	Check Date	Amount
Inv 8798		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	647.40
Inv 8798 Total		647.40
Inv 8811		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Contract class instructor soccer class	485.55
Inv 8811 Total		485.55
315350 Total:		3,129.10
BRMR8267 - BRIT West Soccer Total:		3,129.10
DEP5072 - CA Dept of Transportation		
315351 11/02/2022		
Inv SL221241		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/21/2022	Signals & Lighting Shared Cost with Caltrans-April 2022-June 2022	1,364.28
Inv SL221241 Total		1,364.28
315351 Total:		1,364.28
DEP5072 - CA Dept of Transportation Total:		1,364.28
CAL5236 - CA Linen Services		
315352 11/02/2022		
Inv 2033451		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2022	Fire Department Linen Rental and Cleaning Services: FY22-23	109.02
Inv 2033451 Total		109.02
Inv 2035612		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Fire Department Linen Rental and Cleaning Services: FY22-23	106.85
Inv 2035612 Total		106.85
315352 Total:		215.87
CAL5236 - CA Linen Services Total:		215.87

Check Number	Check Date		Amount
CAN0607 - Cantu Graphics Inc.			
315353	11/02/2022		
Inv	21068		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2022	City Open House Canvas Prints		418.62
Inv 21068 Total			418.62
Inv	21074		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/17/2022	ED Business Event Flyer & Quarterly Newsletter		585.51
10/17/2022	ED Business Event Flyer & Quarterly Newsletter		22.47
Inv 21074 Total			607.98
Inv	21091		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2022	Printing Services: Binding Copies		148.67
Inv 21091 Total			148.67
315353 Total:			1,175.27
CAN0607 - Cantu Graphics Inc. Total:			1,175.27
CWNC2501 - Carl Warren & Company			
0	11/02/2022		
Inv	2025918-2025937		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2022	Carl Warren - Legal Matters		715.00
Inv 2025918-2025937 Total			715.00
0 Total:			715.00
CWNC2501 - Carl Warren & Company Total:			715.00
CDW5246 - CDW Government LLC			
0	11/02/2022		
Inv	R041908		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/19/2022	Microsoft Windows 10 License Upgrade		292.58
Inv R041908 Total			292.58
Inv	R094792		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/20/2022	Server Memory for City and Police Department		436.28

Check Number	Check Date	Amount
Inv R094792 Total		436.28
0 Total:		728.86
CDW5246 - CDW Government LLC Total:		728.86
CHAG8032 - Chang, Emily		
0	11/02/2022	
Inv 8843		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Contract Class Instructor- Kindermusik	231.40
Inv 8843 Total		231.40
0 Total:		231.40
CHAG8032 - Chang, Emily Total:		231.40
TIM4011 - Charter Communications		
315354	11/02/2022	
Inv 0029763092722		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Account No. 8448-20-899-0029763 Services for 9/16-10/15/2022	360.58
Inv 0029763092722 Total		360.58
Inv 0070193100122		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	Account No. 8448-30-008-0070193 Services for 10/01-10/31/22	83.95
Inv 0070193100122 Total		83.95
Inv 0251967092222		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2022	Account No. 8448-30-008-0251967 Services for 9/22-10/21/2022	102.71
Inv 0251967092222 Total		102.71
Inv 0355990100222		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2022	Account No. 8448-30-008-0355990 Services for 10/2-11/1/2022	836.26
Inv 0355990100222 Total		836.26
Inv 0357905100522		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	AN 8448-30-008-0357905 (10/05/22-11/04/22)	391.56
Inv 0357905100522 Total		391.56

Check Number	Check Date	Amount
315354 Total:		1,775.06
TIM4011 - Charter Communications Total:		1,775.06
CINTAS - Cintas CORP No. 2		
315355	11/02/2022	
Inv	9195363887	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2022	Zoll 3 AED Automatic Agreement FY2022-2023	153.25
Inv 9195363887 Total		153.25
315355 Total:		153.25
CINTAS - Cintas CORP No. 2 Total:		153.25
SPMN3010 - City of South Pasadena		
315356	11/02/2022	
Inv	14044/ 10-05-22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Utility bill for Dog Park, service period 08/01- 09/27/2022.	546.26
Inv 14044/ 10-05-22 Total		546.26
Inv	19126/09-28-22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Water bill statement for Garfield Park restrooms-07/25-09/20/22.	512.07
Inv 19126/09-28-22 Total		512.07
Inv	19386/ 10-05-22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Utility bill for Arroyo Park restrooms,period 08/01/22- 09/27/22	504.96
Inv 19386/ 10-05-22 Total		504.96
Inv	19387/10-05-22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Utility bill for Arroyo Park restrooms, period 08/01-09/27/2022.	493.16
Inv 19387/10-05-22 Total		493.16
315356 Total:		2,056.45
SPMN3010 - City of South Pasadena Total:		2,056.45

Check Number	Check Date		Amount
COO0695 - Cook Fire Extinguisher Co			
315357	11/02/2022		
Inv	18337		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2022	PD Fire Extinguisher servicing 10.10.22		195.57
Inv 18337 Total			195.57
315357 Total:			195.57
COO0695 - Cook Fire Extinguisher Co Total:			195.57
CPR0551 - CPRS District XIII			
315358	11/02/2022		
Inv	CPRS D20 Event		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2022	CPRS D13 Staff Training Event on 11/2/2022.		35.00
10/13/2022	CPRS D13 Staff Training Event on 11/2/2022.		90.00
Inv CPRS D20 Event Total			125.00
315358 Total:			125.00
CPR0551 - CPRS District XIII Total:			125.00
MNBL8170 - Crestline Software, LLC dba MuniBilling			
0	11/02/2022		
Inv	16499		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/12/2022	Mobile App Flyer		1,950.00
09/12/2022	Water Conservation Flyer		4,638.17
09/12/2022	Printing and Postage (Aug 2022)		765.26
Inv 16499 Total			7,353.43
0 Total:			7,353.43
MNBL8170 - Crestline Software, LLC dba MuniBilling Total:			7,353.43
CSGCONLT - CSG Consultants, Inc.			
315359	11/02/2022		
Inv	46181		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/09/2022	Entitlement Expediting Services (181,185,187 Monterey) - Aug'22		1,530.00
Inv 46181 Total			1,530.00

Check Number	Check Date	Amount
315359 Total:		1,530.00
CSGCONLT - CSG Consultants, Inc. Total:		1,530.00
DVVLZ - David Volz Landscape Architects, Inc.		
315360	11/02/2022	
Inv 422353		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Berkshire and Grevelia Pocket Park Construction Documents.	36,287.60
Inv 422353 Total		36,287.60
315360 Total:		36,287.60
DVVLZ - David Volz Landscape Architects, Inc. Total:		36,287.60
GEMT5550 - Department of Health Care Services		
315361	11/02/2022	
Inv GEMTFY10-11		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Refund for overpayment to the City	5,464.72
Inv GEMTFY10-11 Total		5,464.72
315361 Total:		5,464.72
GEMT5550 - Department of Health Care Services Total:		5,464.72
DDL8010 - Dr. Detail Ph.D		
0	11/02/2022	
Inv 2672		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Dial-A-Ride Fleet Washing and Sanitizing Sept. 2022	745.00
Inv 2672 Total		745.00
0 Total:		745.00
DDL8010 - Dr. Detail Ph.D Total:		745.00
DUN1111 - Dunn, Daniel		
315362	11/02/2022	
Inv 49891/7LQ2NF		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Reimb. Fire Strike Team Vehicle Rental for Mosquito Fire	1,321.10

Check Number	Check Date	Amount
Inv 49891/7LQ2NF Total		1,321.10
315362 Total:		1,321.10
DUN1111 - Dunn, Daniel Total:		1,321.10
ELEC4011 - Electric Car Sales & Svc. Inc.		
315363	11/02/2022	
Inv 31347		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	Golf cart rental for open house event	1,176.88
Inv 31347 Total		1,176.88
315363 Total:		1,176.88
ELEC4011 - Electric Car Sales & Svc. Inc. Total:		1,176.88
EMRS4010 - Emergency Response Crime Scene Cleaning		
315364	11/02/2022	
Inv T2022-314		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Decontamination of Police Unit #1909.	675.00
Inv T2022-314 Total		675.00
Inv T2022-321		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Decontamination of Police Unit # 198	325.00
Inv T2022-321 Total		325.00
315364 Total:		1,000.00
EMRS4010 - Emergency Response Crime Scene Cleaning Total:		1,000.00
EXSF8020 - Extreme Safety		
315365	11/02/2022	
Inv 00106938		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2022	Annual Flow Test for Fire Department SCBA/Masks.	2,150.00
Inv 00106938 Total		2,150.00
315365 Total:		2,150.00

Check Number	Check Date		Amount
EXSF8020 - Extreme Safety Total:			2,150.00
FEDE8010 - FedEx			
315366	11/02/2022		
Inv	7-900-07057		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2022	Two overnight shipments for DMV from Police Dept.		27.50
Inv 7-900-07057 Total			27.50
315366 Total:			27.50
FEDE8010 - FedEx Total:			27.50
FIFASDBK - Fifth Asset, Inc.			
0	11/02/2022		
Inv	DB1020973		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/27/2022	Annual Subscription to Debtbook		8,775.00
Inv DB1020973 Total			8,775.00
0 Total:			8,775.00
FIFASDBK - Fifth Asset, Inc. Total:			8,775.00
FNRT4011 - Forensic Nurse Response Team			
315367	11/02/2022		
Inv	091222		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2022	SART Exam for DR 22-12774.		1,450.00
Inv 091222 Total			1,450.00
315367 Total:			1,450.00
FNRT4011 - Forensic Nurse Response Team Total:			1,450.00
FUNEXPRS - Fun Express, LLC			
315368	11/02/2022		
Inv	719396055-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2022	Halloween Event Prizes, Bags, Supplies		614.51
Inv 719396055-01 Total			614.51

Check Number	Check Date	Amount
315368 Total:		614.51
FUNEXPRS - Fun Express, LLC Total:		614.51
GALL5011 - Galls, LLC		
315369	11/02/2022	
Inv	021304538	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2022	Safety Equipment for Code Enforcement Officer	774.66
Inv 021304538 Total		774.66
315369 Total:		774.66
GALL5011 - Galls, LLC Total:		774.66
GOVE2013 - Governmentjobs.com, Inc. DBA NEOGOV		
0	11/02/2022	
Inv	INV-30530	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Onboard & Learn Subscription Fee	21,962.29
Inv INV-30530 Total		21,962.29
0 Total:		21,962.29
GOVE2013 - Governmentjobs.com, Inc. DBA NEOGOV Total:		21,962.29
GREED4011 - Gramajo, Ederson		
315370	11/02/2022	
Inv	09/14/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2022	Driver Training for Officer Gramajo	20.13
Inv 09/14/2022 Total		20.13
315370 Total:		20.13
GREED4011 - Gramajo, Ederson Total:		20.13
GLCI2997 - Graphic Electric Inc.		
315371	11/02/2022	
Inv	98765	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2022	Emergency Electrical Repairs-Senior Center Electrical Call Out	1,059.84

Check Number	Check Date	Amount
Inv 98765 Total		1,059.84
		<hr/>
315371 Total:		1,059.84
		<hr/>
GLCI2997 - Graphic Electric Inc. Total:		1,059.84
CARSUGRF - Griffin, Carter Sutton		
315372	11/02/2022	
Inv 8.2.22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Towing of Unit # 1405 on 08/02/22	789.00
Inv 8.2.22 Total		789.00
		<hr/>
315372 Total:		789.00
		<hr/>
CARSUGRF - Griffin, Carter Sutton Total:		789.00
HRAS6201 - Harris & Associates, Inc.		
315373	11/02/2022	
Inv 54399		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/16/2022	Annual LLMD Levy Services: 07/31/22-08/27/22	8,700.00
Inv 54399 Total		8,700.00
		<hr/>
315373 Total:		8,700.00
		<hr/>
HRAS6201 - Harris & Associates, Inc. Total:		8,700.00
CRHY8067 - Hartney, Corey		
0	11/02/2022	
Inv 8738		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Contract Class Instructor- Basketball Fundamentals Intermediate	71.50
Inv 8738 Total		71.50
Inv 8740		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Contract Class Instructor- Basketball Fundamentals Beginner	143.00
Inv 8740 Total		143.00
		<hr/>
0 Total:		214.50

Check Number	Check Date		Amount
CRHY8067 - Hartney, Corey Total:			214.50
HERLMBK - Heirloom Bakery & Cafe			
315374	11/02/2022		
Inv	1SPPD		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/20/2022	Boxed Meals for City Staff at Open House Event 10/02/2022		1,942.33
Inv 1SPPD Total			1,942.33
315374 Total:			1,942.33
HERLMBK - Heirloom Bakery & Cafe Total:			1,942.33
ADHA6116 - Herrera, Adam			
315375	11/02/2022		
Inv	9/11/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/11/2022	Mileage Claim-Adam Herrera-Street Division 9/11/2022 Call out		24.69
Inv 9/11/2022 Total			24.69
Inv	9/9/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/09/2022	Mileage Claim-Adam Herrera-Street Division 9/9/2022 Call out		24.69
Inv 9/9/2022 Total			24.69
315375 Total:			49.38
ADHA6116 - Herrera, Adam Total:			49.38
HOMCOMMU - Hom, Reagan			
315376	11/02/2022		
Inv	090722		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/05/2022	Electrical Work on Police Department Vehicle #1908		768.06
Inv 090722 Total			768.06
Inv	100322		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2022	Electrical Work on Police Department Vehicle #1703		375.00
Inv 100322 Total			375.00
Inv	100422		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
10/04/2022		Electrical Work on Police Department Vehicle #1798	1,075.00
Inv 100422		Total	1,075.00
315376 Total:			2,218.06
HOMCOMMU - Hom, Reagan Total:			2,218.06
IBLS6116 - Ibarra, Luis			
315377	11/02/2022		
Inv	10/6/2022		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/06/2022		Mileage Claim-Luis Ibarra-Street Div.10/6/2022 Call out	4.80
Inv 10/6/2022		Total	4.80
315377 Total:			4.80
IBLS6116 - Ibarra, Luis Total:			4.80
JSAR4011 - Jack's Auto Repair			
315378	11/02/2022		
Inv	17696		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/06/2022		Replaced window switch for Dial-a-Ride vehicle #78	154.27
Inv 17696		Total	154.27
Inv	17746		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/11/2022		Oil & Filter change for PD unit # 1201.	251.62
Inv 17746		Total	251.62
Inv	17751		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/12/2022		Replacement of serpentine belt and tensioner for PD unit # 1405.	323.38
Inv 17751		Total	323.38
Inv	17767		
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/11/2022		PD Auto Maintenance - Battery unit #1405	203.96
Inv 17767		Total	203.96
315378 Total:			933.23

Check Number	Check Date		Amount
JSAR4011 - Jack's Auto Repair Total:			933.23
JHMS8020 - JHM Supply			
0	11/02/2022		
Inv	307291/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	Arroyo Park-North, Leak Repairs		174.86
Inv	307291/1 Total		174.86
Inv	307516/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2022	New Controllers for Via Del Rey & Monterey Rd. Pocket Park & Medians		172.05
10/06/2022	New Controllers for Via Del Rey & Monterey Rd. Pocket Park & Medians		172.06
Inv	307516/1 Total		344.11
Inv	307519/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2022	Parts for Via Del Rey & Monterey Rd. Pocket Park & Medians		5.10
10/06/2022	Parts for Via Del Rey & Monterey Rd. Pocket Park & Medians		5.10
Inv	307519/1 Total		10.20
Inv	308057/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2022	Irrigation Stock Supply & for Orange Grove Leak Repair		311.32
Inv	308057/1 Total		311.32
0 Total:			840.49
JHMS8020 - JHM Supply Total:			840.49
JHA307 - John L. Hunter and Associates, Inc.			
315379	11/02/2022		
Inv	SP1MS412207		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2022	MS4 NPDES Stormwater Compliance & Monitoring - July 2022		1,937.00
Inv	SP1MS412207 Total		1,937.00
Inv	SP1MS412208		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2022	MS4 NPDES Stormwater Compliance & Monitoring - August 2022		3,068.25
Inv	SP1MS412208 Total		3,068.25
315379 Total:			5,005.25

Check Number	Check Date	Amount
JHA307 - John L. Hunter and Associates, Inc. Total:		5,005.25
JCRS5011 - Jones Coffee Roasters		
315381	11/02/2022	
Inv 52676		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2022	Fire Department Coffee Supplies	162.68
Inv 52676 Total		162.68
315381 Total:		162.68
JCRS5011 - Jones Coffee Roasters Total:		162.68
CATAYSTJ - Jones, John Riley		
315380	11/02/2022	
Inv 0000012		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Community Services Department Assessment	4,650.00
Inv 0000012 Total		4,650.00
315380 Total:		4,650.00
CATAYSTJ - Jones, John Riley Total:		4,650.00
KMTR4011 - Kim Turner, LLC		
315382	11/02/2022	
Inv INVOICE-1977		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Professional Standards Training for P.A. Munoz	125.00
Inv INVOICE-1977 Total		125.00
Inv INVOICE-1987		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Crisis Communication Skills Training for P.A. Corona	149.00
10/13/2022	Handling the Rising Tide of Suicide Training for P.A. Corona	149.00
Inv INVOICE-1987 Total		298.00
315382 Total:		423.00
KMTR4011 - Kim Turner, LLC Total:		423.00
LAW6711 - Lawn Mower Corner		

Check Number	Check Date		Amount
315383	11/02/2022		
Inv 32127			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/14/2022	Drip Line Irrigation for City Medians		507.15
Inv 32127 Total			507.15
315383 Total:			507.15
LAW6711 - Lawn Mower Corner Total:			507.15
LEE1111 - Lee, Richard			
315384	11/02/2022		
Inv 09/13/2022			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2022	Staccato training reimbursement for Officer Lee		12.75
Inv 09/13/2022 Total			12.75
315384 Total:			12.75
LEE1111 - Lee, Richard Total:			12.75
LCW7456 - Liebert Cassidy Whitmore			
0	11/02/2022		
Inv 218431			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/30/2022	Legal Matters		131.00
Inv 218431 Total			131.00
Inv 226205			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2022	Employee Training Workshop		2,700.00
Inv 226205 Total			2,700.00
0 Total:			2,831.00
LCW7456 - Liebert Cassidy Whitmore Total:			2,831.00
LBBM4010 - Long Beach BMW Motorcycles			
315385	11/02/2022		
Inv 44633			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2022	Police Motorcycle - New Brake Pads, 2 Tires, and 18K Service.		1,590.12
Inv 44633 Total			1,590.12

Check Number	Check Date	Amount
315385 Total:		1,590.12
LBBM4010 - Long Beach BMW Motorcycles Total:		1,590.12
RAFLPEZ - Lopez, Rafael		
315386	11/02/2022	
Inv	307Fremont	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Refund remaining deposit for construction meter	2,278.53
Inv 307Fremont Total		2,278.53
315386 Total:		2,278.53
RAFLPEZ - Lopez, Rafael Total:		2,278.53
CLADPW - Los Angeles County Public Works		
315387	11/02/2022	
Inv	SA220000346	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/16/2022	Catch Basin Cleanout - FY 2020-21	9,729.56
Inv SA220000346 Total		9,729.56
315387 Total:		9,729.56
CLADPW - Los Angeles County Public Works Total:		9,729.56
FCA1245 - Los Angeles Fire Chiefs Association		
315388	11/02/2022	
Inv	2022-2023 Dues	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Annual Membership Renewal: FY2022-23	1,200.00
Inv 2022-2023 Dues Total		1,200.00
315388 Total:		1,200.00
FCA1245 - Los Angeles Fire Chiefs Association Total:		1,200.00
LOU1111 - Louie, Spencer		
315389	11/02/2022	
Inv	09/12/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training for Officer Louie 09/12/2022.	20.13

Check Number	Check Date	Amount
Inv 09/12/2022 Total		20.13
315389 Total:		20.13
LOU1111 - Louie, Spencer Total:		20.13
MMV9126 - Mission Meridian Village POA		
315390	11/02/2022	
Inv 331-101 - 09/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	Mission Meridian HOA Parking Dues: 8/1/22-9/20/22	1,730.17
10/01/2022	Mission Meridian HOA Hospital Dues: 8/1/22-9/20/22	804.13
Inv 331-101 - 09/22 Total		2,534.30
315390 Total:		2,534.30
MMV9126 - Mission Meridian Village POA Total:		2,534.30
MOR2900 - Morrow & Holman Plumbing Inc		
315391	11/02/2022	
Inv P-10-19700		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	Water heater replacement at Fire Department.	960.48
Inv P-10-19700 Total		960.48
Inv P-6-16533		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2022	Toilet replacement-Orange Grove Park	2,663.52
Inv P-6-16533 Total		2,663.52
Inv P-7-19215		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/04/2022	Sink drainage clearing-Orange Grove	155.00
Inv P-7-19215 Total		155.00
Inv P-7-19231		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/27/2022	Clear toilet stoppage-Arroyo Park	440.00
Inv P-7-19231 Total		440.00
Inv P-8-19453		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Emergency Plumbing Repair Services at City Facilites	397.50

Check Number	Check Date	Amount
Inv P-8-19453 Total		397.50
Inv P-8-19471		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/26/2022	Water spigots repair-Dog Park	394.74
Inv P-8-19471 Total		394.74
315391 Total:		5,011.24
MOR2900 - Morrow & Holman Plumbing Inc Total:		5,011.24
OREI6711 - O' Reilly Automotive Inc.		
315392	11/02/2022	
Inv 3213-279314		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	New Battery for Parks Div. Vehicle Unit 636	156.27
Inv 3213-279314 Total		156.27
315392 Total:		156.27
OREI6711 - O' Reilly Automotive Inc. Total:		156.27
OVDR8011 - OverDrive Inc.		
0	11/02/2022	
Inv 01148CO22368332		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2022	eBooks / eAudiobooks	4,279.73
Inv 01148CO22368332 Total		4,279.73
0 Total:		4,279.73
OVDR8011 - OverDrive Inc. Total:		4,279.73
CNPO4011 - Pacheco, Cynthia		
315393	11/02/2022	
Inv 09/12-09/13/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Civilian Leadership Training for P.A. Pacheco 09/12-09/13/22	119.29
Inv 09/12-09/13/22 Total		119.29
315393 Total:		119.29

Check Number	Check Date	Amount
CNPO4011 - Pacheco, Cynthia Total:		119.29
PHS4011 - Pasadena Humane Society		
315394	11/02/2022	
Inv	OCT2022SoPas	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	Animal Control Services: October 2022	14,456.90
Inv OCT2022SoPas Total		14,456.90
315394 Total:		14,456.90
PHS4011 - Pasadena Humane Society Total:		14,456.90
PRCT4011 - Perez, Christopher		
315395	11/02/2022	
Inv	09/22/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training for Officer Perez 09/22/2022.	20.13
Inv 09/22/2022 Total		20.13
315395 Total:		20.13
PRCT4011 - Perez, Christopher Total:		20.13
PBGF8031 - Pitney Bowes Global Financial Services LLC		
315396	11/02/2022	
Inv	3105733916	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Lease of postage meter July 30,22-Oct 29, 2022	69.03
10/04/2022	Lease of postage meter July 30,22-Oct 29, 2022	69.02
10/04/2022	Lease of postage meter July 30,22-Oct 29, 2022	69.02
10/04/2022	Lease of postage meter July 30,22-Oct 29, 2022	69.02
Inv 3105733916 Total		276.09
315396 Total:		276.09
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:		276.09
RED8995 - Red Wing Business Advantage Account		
0	11/02/2022	
Inv	793-1-24503	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	Safety Boot Voucher Program-Dan Garcia-Engineering Division	224.64

Check Number	Check Date	Amount
Inv 793-1-24503 Total		224.64
0 Total:		224.64
RED8995 - Red Wing Business Advantage Account Total:		224.64
RTPC5500 - Regional TAP Service Center		
315397	11/02/2022	
Inv 6017601		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Metro 30 day senior bus pass subsidy payment for September 2022	252.00
Inv 6017601 Total		252.00
315397 Total:		252.00
RTPC5500 - Regional TAP Service Center Total:		252.00
RHCC7101 - Rio Hondo College		
315398	11/02/2022	
Inv F22-52-ZSPS		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Physical Agility Test for Police Recruit Applicant Petty	25.00
Inv F22-52-ZSPS Total		25.00
Inv F22-61-ZSPS		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training for Officers Sanchez And Gramajo 09/14/22	50.00
Inv F22-61-ZSPS Total		50.00
Inv F22-67-ZSPS		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training for Officers Lee and Smith 09/15/22	50.00
Inv F22-67-ZSPS Total		50.00
Inv F22-77-ZSPS		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training for Officers Wong and Louie 09/12/22	50.00
Inv F22-77-ZSPS Total		50.00
315398 Total:		175.00
RHCC7101 - Rio Hondo College Total:		175.00

RIV4011 - Riverside County Sheriff's Dept

315399 11/02/2022

Inv BCTC0053701

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Dispatcher Role/Critical Incidents Training for P.A. Munoz	36.00

Inv BCTC0053701 Total		36.00
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Inv DISP0385

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Public Safety Dispatcher, Basic Training for P.A. Fierro	369.00

Inv DISP0385 Total		369.00
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315399 Total:		405.00
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RIV4011 - Riverside County Sheriff's Dept Total:

405.00

RIPU8540 - Roadline Products Inc. USA

315400 11/02/2022

Inv 17829

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/15/2022	New Street Name Signs-Hawthorne St.	1,436.95

Inv 17829 Total		1,436.95
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Inv 17849

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/11/2022	Street Maintenance Equipment, Materials, Products	84.94

Inv 17849 Total		84.94
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Inv 17904

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Citywide Roadway Pedestrian Signs	1,041.86

Inv 17904 Total		1,041.86
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Inv 17967

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2022	Striping Paint for Curbs.	3,346.48

Inv 17967 Total		3,346.48
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315400 Total:		5,910.23
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RIPU8540 - Roadline Products Inc. USA Total:

5,910.23

Check Number	Check Date		Amount
DARL7000 - Russell, Diana			
315401	11/02/2022		
Inv	09/12-09/14/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	Women Leaders in Law Enforcement For P.A. Russell		612.95
Inv	09/12-09/14/22 Total		612.95
315401 Total:			612.95
DARL7000 - Russell, Diana Total:			612.95
SGVE2011 - San Gabriel Valley City Managers' Association			
315402	11/02/2022		
Inv	101922		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	SGVCMA Lunch Meeting 10-19-22 (6 ET Member Attendees)		210.00
Inv	101922 Total		210.00
315402 Total:			210.00
SGVE2011 - San Gabriel Valley City Managers' Association Total:			210.00
SAN4961 - San Gabriel Valley Council of Governments			
315403	11/02/2022		
Inv	2228		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2022	FY 2022-23 Annual Dues Membership		15,422.26
Inv	2228 Total		15,422.26
315403 Total:			15,422.26
SAN4961 - San Gabriel Valley Council of Governments Total:			15,422.26
SGVMC111 - San Gabriel Valley Medical Center			
315404	11/02/2022		
Inv	893906		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2022	DUI blood draw		48.00
Inv	893906 Total		48.00
Inv	894140		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/11/2022	DUI blood draw		48.00

Check Number	Check Date	Amount
Inv 894140 Total		48.00
Inv 894634		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	DUI blood draw	48.00
Inv 894634 Total		48.00
315404 Total:		144.00
SGVMC111 - San Gabriel Valley Medical Center Total:		144.00
SHRASNDV - Sandoval, Sharae		
315405	11/02/2022	
Inv 09/12-09/14/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Women Leaders in Law Enforcement Training for P.A. Sandoval	834.58
Inv 09/12-09/14/22 Total		834.58
315405 Total:		834.58
SHRASNDV - Sandoval, Sharae Total:		834.58
SCF1400 - SC Fuels		
315406	11/02/2022	
Inv 2234644-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2022	Fuel for City Department - 2,954 Gallons of Unleaded Gasoline	17,417.62
Inv 2234644-IN Total		17,417.62
Inv 2234681-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2022	Fuel for PW Fueling Station-PW Yard 825 Mission-Unleaded Gas	9,298.88
Inv 2234681-IN Total		9,298.88
315406 Total:		26,716.50
SCF1400 - SC Fuels Total:		26,716.50
SDSI0107 - SDS Security Design Systems		
315407	11/02/2022	
Inv 238762		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	SDS Security Design Systems - NM486 - November 2022	65.18

Check Number	Check Date	Amount
Inv 238762 Total		65.18
Inv 238763		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	SDS Security Design Systems - NM315 - November 2022	217.46
Inv 238763 Total		217.46
Inv 238764		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	SDS Security Design Systems - NM316 - November 2022	113.00
Inv 238764 Total		113.00
Inv 238765		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	SDS Security Design Systems - L84979 - November 2022	30.00
Inv 238765 Total		30.00
315407 Total:		425.64
SDSI0107 - SDS Security Design Systems Total:		425.64
SHO7777 - Showcases		
0	11/02/2022	
Inv 324554		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2022	DVD & Blu-Ray cases	436.59
Inv 324554 Total		436.59
Inv 324625		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2022	CD & DVD cases	400.25
Inv 324625 Total		400.25
0 Total:		836.84
SHO7777 - Showcases Total:		836.84
WLST8267 - Shuttic, William 101-8030-8021-8267-000		
0	11/02/2022	
Inv 10/7/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2022	Heart Health lecture	100.00

Check Number	Check Date	Amount
Inv 10/7/2022 Total		100.00
0 Total:		100.00
WLST8267 - Shuttic, William Total:		100.00
MCST4010 - Smith, Michael		
315408	11/02/2022	
Inv 09/15/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training Reimbursement for Officer Smith	20.13
Inv 09/15/2022 Total		20.13
315408 Total:		20.13
MCST4010 - Smith, Michael Total:		20.13
SOGA6501 - SoCalGAS		
315409	11/02/2022	
Inv 9/1/22-10/1/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	CNG for City Vehicles (PW and Transit)-Street	79.40
10/07/2022	CNG for City Vehicles (PW and Transit)-Water Prod	79.40
10/07/2022	CNG for City Vehicles (PW and Transit)-Water Dist.	79.40
10/07/2022	CNG for City Vehicles (PW and Transit)-St Trees	79.40
10/07/2022	CNG for City Vehicles (PW and Transit)-Transit	79.40
10/07/2022	CNG for City Vehicles (PW and Transit)-Sewer	79.40
Inv 9/1/22-10/1/22 Total		476.40
315409 Total:		476.40
SOGA6501 - SoCalGAS Total:		476.40
SOU5132 - South Coast A.Q.M.D		
315410	11/02/2022	
Inv 3972514		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2022	Boiler Water Heater at City Wide Locations	440.15
Inv 3972514 Total		440.15
Inv 3975781		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Emission Fees for SC AQMD-City Wide	178.24
Inv 3975781 Total		178.24

Check Number	Check Date	Amount
Inv 3986335		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/16/2022	AQMD Fee July 2021-June 2022-Hotspots City Wide	151.07
Inv 3986335 Total		151.07
Inv 4025104		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Annual Renewal Fee for Rule 461-Liquid Fuel Disp. System at PD,FD	138.56
Inv 4025104 Total		138.56
Inv 4025109		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Annual Renewal Fee for Rule 461-Liquid Fuel Disp.System at Yard	138.56
Inv 4025109 Total		138.56
Inv 4025194		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Annual Renewal Fee for Gen Diesel-Civic Center (CH, FD, PD)	468.76
Inv 4025194 Total		468.76
Inv 4026404		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Emission Fee-Last Fiscal Year for FD	159.44
Inv 4026404 Total		159.44
Inv 4026425		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Emission Fee-Last Fiscal Year for Yard	151.85
Inv 4026425 Total		151.85
Inv 4026669		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Emission Fee-Last Fiscal Year for City Hall	159.44
Inv 4026669 Total		159.44
315410 Total:		1,986.07
SOU5132 - South Coast A.Q.M.D Total:		1,986.07

SCPL2013 - Southern California Public Labor Relations Council

315411 11/02/2022

Check Number	Check Date		Amount
Inv	August		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/01/2022	SCPLRC Annual Membership Dues.		350.00
Inv August Total			350.00
315411 Total:			350.00
SCPL2013 - Southern California Public Labor Relations Council Total:			350.00
SPBK - Springbrook Holding Company, LLC			
0	11/02/2022		
Inv	INV-010573		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	CivicPay Pad Transaction Fees (September 2022)		176.00
Inv INV-010573 Total			176.00
Inv	TM INV-005633		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2022	Payroll Re-Implementation Training (Aug 2022)		402.75
Inv TM INV-005633 Total			402.75
0 Total:			578.75
SPBK - Springbrook Holding Company, LLC Total:			578.75
SGMC2013 - St. George's Medical Clinic			
0	11/02/2022		
Inv	125808		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/01/2022	Fit for Duty Exam		370.00
Inv 125808 Total			370.00
Inv	137858		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/01/2022	Pre-employment Exam		75.00
Inv 137858 Total			75.00
Inv	137881		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/01/2022	Pre-employment Exam		75.00
Inv 137881 Total			75.00

Check Number	Check Date	Amount
Inv 137931		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Pre-employment Exam	75.00
Inv 137931 Total		75.00
Inv 137942		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Pre-employment Exam	175.00
Inv 137942 Total		175.00
Inv 138083		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-Employment Exam	250.00
Inv 138083 Total		250.00
Inv 138303		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-Employment Exam	175.00
Inv 138303 Total		175.00
Inv 138500		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-Employment Exam	175.00
Inv 138500 Total		175.00
Inv 138513		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-Employment Exam	175.00
Inv 138513 Total		175.00
Inv 138575		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-Employment Exam	110.00
Inv 138575 Total		110.00
Inv 138588		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-Employment Exam	175.00
Inv 138588 Total		175.00
Inv 85199		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Pre-employment Exam	175.00

Check Number	Check Date	Amount
Inv 85199 Total		175.00
0 Total:		2,005.00
SGMC2013 - St. George's Medical Clinic Total:		2,005.00
STA5219 - Staples Business Advantage		
0	11/02/2022	
Inv 3505369058		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2022	Engineering Division Supplies	147.10
Inv 3505369058 Total		147.10
Inv 3505369059		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/07/2022	Engineering Division Supplies	51.81
Inv 3505369059 Total		51.81
Inv 3505697380		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/20/2022	Engineering Division Supplies	50.68
Inv 3505697380 Total		50.68
Inv 3509951871		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2022	Engineering Division Supplies	142.94
Inv 3509951871 Total		142.94
Inv 3512257304		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/07/2022	Engineering Division Supplies	118.45
Inv 3512257304 Total		118.45
Inv 3518538915		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Dial-a-Ride supplies	32.19
Inv 3518538915 Total		32.19
Inv 3518852938		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Dial-a-Ride supplies	13.22
Inv 3518852938 Total		13.22

Check Number	Check Date	Amount
Inv	3518931694	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/23/2022	Library supplies: desk lamps	98.10
Inv 3518931694 Total		98.10
Inv	3518931695	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Library supplies: back support, document holder, file folders	82.93
Inv 3518931695 Total		82.93
Inv	3519279548	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	ED Business Networking Supplies	40.85
Inv 3519279548 Total		40.85
Inv	3519816999	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Library supplies: paper trays	36.92
Inv 3519816999 Total		36.92
Inv	3519817001	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Library supplies: desk supply organizer	27.55
Inv 3519817001 Total		27.55
Inv	3519817002	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Office Supplies for Management Services	94.80
Inv 3519817002 Total		94.80
Inv	3519817003	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Office Supplies for Management Services	84.58
Inv 3519817003 Total		84.58
Inv	3519817004	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Office Supplies for Management Services	54.00
Inv 3519817004 Total		54.00
Inv	3519817009	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
	10/04/2022 PD Office Supplies	490.50
	Inv 3519817009 Total	490.50
	Inv 3519885710	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	Fire Department Supplies: Envelopes, Paper, Cartridge, Folders	197.87
	Inv 3519885710 Total	197.87
	Inv 3519954060	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2022	Office Supplies for Management Services	61.06
	Inv 3519954060 Total	61.06
	Inv 3519954061	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2022	Office Supplies for Management Services	196.22
	Inv 3519954061 Total	196.22
	Inv 3520201818	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Library supplies: sandwich bags	6.38
	Inv 3520201818 Total	6.38
	Inv 3520201819	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Library supplies; Post-Its, rubber bands, ink cartridges	137.93
	Inv 3520201819 Total	137.93
	Inv 3520201820	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/08/2022	Office Supplies for Management Services	152.59
	Inv 3520201820 Total	152.59
	Inv 3520201821	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Teen Center supplies and admin office supplies.	138.97
10/13/2022	Teen Center supplies and admin office supplies.	33.00
	Inv 3520201821 Total	171.97
	Inv 3520216301	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2022	Office Supplies for Management Services	37.58
	Inv 3520216301 Total	37.58

Check Number	Check Date	Amount
Inv 3520342263		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Office Supplies for Management Services	66.14
Inv 3520342263 Total		66.14
Inv 3520342264		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Human Resources Office Supplies	424.45
Inv 3520342264 Total		424.45
0 Total:		3,018.81
STA5219 - Staples Business Advantage Total:		3,018.81
TERZHYK - Terzyan, Hayak		
315412 11/02/2022		
Inv 000342		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Notary Services for Police Officer Applicant Silva	90.00
Inv 000342 Total		90.00
315412 Total:		90.00
TERZHYK - Terzyan, Hayak Total:		90.00
FRSMTPRM - The Beistle Company		
315413 11/02/2022		
Inv 113487		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/17/2022	Fire Department: Order of Camo Stickers	132.30
Inv 113487 Total		132.30
315413 Total:		132.30
FRSMTPRM - The Beistle Company Total:		132.30
TCGS3012 - The Corporate Gift Service, Inc.		
315414 11/02/2022		
Inv 31608		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2022	Supplies for City Hall Open House	458.11

Check Number	Check Date		Amount
Inv 31608 Total			458.11
Inv 31622			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/29/2022	Promotional Items for City's Open House Event on 10/02/2022.		453.40
Inv 31622 Total			453.40
Inv 31638			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2022	Promotional Items for City's Open House Event on 10/02/2022.		281.14
Inv 31638 Total			281.14
315414 Total:			1,192.65
TCGS3012 - The Corporate Gift Service, Inc. Total:			1,192.65
LEBE8032 - The Skateside, LLC			
315415	11/02/2022		
Inv 8742			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	Contract Class Instructor - Skate class beginner September		174.30
Inv 8742 Total			174.30
Inv 8745			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	Contract Class Instructor - Skate class intermediate September		697.20
Inv 8745 Total			697.20
Inv 8833			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	Contract Class Instructor - Skate Day Camp September 5th		378.00
Inv 8833 Total			378.00
Inv 8834			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	Contract Class Instructor - Skate Day Camp October 3rd		189.00
Inv 8834 Total			189.00
Inv 8839			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/04/2022	Contract Class Instructor - Skate class AfterSchool Camp Sept'22		1,617.00
Inv 8839 Total			1,617.00

Check Number	Check Date	Amount
315415 Total:		3,055.50
<hr/>		
LEBE8032 - The Skateside, LLC Total:		3,055.50
<hr/>		
URBP8035 - The Urban Pet		
315416	11/02/2022	
Inv 220000925584		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	Food for K9	67.99
Inv 220000925584 Total		67.99
<hr/>		
315416 Total:		67.99
<hr/>		
URBP8035 - The Urban Pet Total:		67.99
<hr/>		
TRA5998 - Transtech Engineers, Inc.		
0	11/02/2022	
Inv 20214712		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2022	Transtech: Staff Services: January 2022	19,907.50
Inv 20214712 Total		19,907.50
Inv 20214713R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2022	Transtech: Plan Check Services January 2022	22,112.58
Inv 20214713R Total		22,112.58
Inv 20215572R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2022	Transtech: Plan Check Services February 2022	24,513.46
Inv 20215572R Total		24,513.46
Inv 20215575		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2022	Transtech: Staff Services February 2022	20,811.50
Inv 20215575 Total		20,811.50
Inv 20215685		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Transtech: Staff Services March 2022	26,062.50
Inv 20215685 Total		26,062.50

Check Number	Check Date	Amount
Inv 20215686R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2022	Transtech: Plan Check Services March 2022	136,164.15
Inv 20215686R Total		136,164.15
Inv 20215687		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2022	Transtech: Staff Services April 2022	21,945.00
Inv 20215687 Total		21,945.00
Inv 20215688R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2022	Transtech: Plan Check Services April 2022	46,534.72
Inv 20215688R Total		46,534.72
Inv 20216449R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Transtech: Plan Check Services May 2022	20,733.91
Inv 20216449R Total		20,733.91
Inv 20216690		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2022	Transtech: Staff Services May 2022	23,280.00
Inv 20216690 Total		23,280.00
Inv 20216757		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2022	Transtech: Staff Services June 2022	25,357.50
Inv 20216757 Total		25,357.50
Inv 20216758R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2022	Transtech: Plan Check Services June 2022	25,742.65
Inv 20216758R Total		25,742.65
Inv 20221398		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Transtech: Staff Services July 2022	20,815.00
Inv 20221398 Total		20,815.00
Inv 20221399		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Transtech: Plan Check Services July 2022	15,385.97

Check Number	Check Date	Amount
Inv 20221399 Total		15,385.97
Inv 20221478		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Transtech: Staff Services August 2022	26,037.50
Inv 20221478 Total		26,037.50
Inv 20221479		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Transtech: Plan Check Services August 2022	32,818.12
Inv 20221479 Total		32,818.12
0 Total:		508,222.06
TRA5998 - Transtech Engineers, Inc. Total:		508,222.06
ULFRINC - Ultimate Fortune Inc.		
315417	11/02/2022	
Inv 20769		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/17/2022	City Open House Banner, Step and Repeat Backdrop, and Instagram	1,169.15
10/17/2022	City Open House Banner, Step and Repeat Backdrop, and Instagram	220.00
Inv 20769 Total		1,389.15
315417 Total:		1,389.15
ULFRINC - Ultimate Fortune Inc. Total:		1,389.15
UQMS8010 - Unique Management Svcs Inc.		
0	11/02/2022	
Inv 6105326		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2022	Library Agency Recovery Services: September 2022	163.10
Inv 6105326 Total		163.10
0 Total:		163.10
UQMS8010 - Unique Management Svcs Inc. Total:		163.10
VALD4011 - Valdez, Catalina		
315418	11/02/2022	

Check Number	Check Date		Amount
Inv	09/12-09/14/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/07/2022	Women Leaders in Law Enforcement for Officer Valdez.		202.16
Inv 09/12-09/14/22 Total			202.16
315418 Total:			202.16
VALD4011 - Valdez, Catalina Total:			202.16
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency			
315419	11/02/2022		
Inv	972137839		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2022	K9 Routine Medical Exams and Services		255.12
Inv 972137839 Total			255.12
Inv	972139583		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/12/2022	K9 Medical Exams and Services		1,593.27
Inv 972139583 Total			1,593.27
315419 Total:			1,848.39
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency Total:			1,848.39
VERW6711 - Verizon Wireless			
315420	11/02/2022		
Inv	9916762142		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/26/2022	Verizon AN 270619951-0004 (8-27-22 to 9-26-22) PD 11 Lines		518.54
Inv 9916762142 Total			518.54
315420 Total:			518.54
VERW6711 - Verizon Wireless Total:			518.54
VEWI8020 - Vision Electric Wholesale Inc.			
0	11/02/2022		
Inv	1002336		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/22/2022	Lamp Covers for Street Lights		565.42
Inv 1002336 Total			565.42

Check Number	Check Date	Amount
Inv 1002338		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2022	Arroyo Park - Restroom lighting repairs and stock	486.55
Inv 1002338 Total		486.55
		<hr/>
0 Total:		1,051.97
		<hr/>
VEWI8020 - Vision Electric Wholesale Inc. Total:		1,051.97
VTMS4011 - Vital Medical Services, LLC		
315421	11/02/2022	
Inv 3881		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Warrant blood draw DR#22-4587	608.00
Inv 3881 Total		608.00
Inv 3998		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	Warrant blood draw DR#22-12741, 22-13377, 22-14201	1,878.00
Inv 3998 Total		1,878.00
		<hr/>
315421 Total:		2,486.00
		<hr/>
VTMS4011 - Vital Medical Services, LLC Total:		2,486.00
ALSWHRL - Wehrle, Alison		
315422	11/02/2022	
Inv 09/12-09/14/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2022	Women Leaders in Law Enforcement for M.A. Wehrle.	889.06
Inv 09/12-09/14/22 Total		889.06
		<hr/>
315422 Total:		889.06
		<hr/>
ALSWHRL - Wehrle, Alison Total:		889.06
WIL2010 - Willdan Engineering		
315423	11/02/2022	
Inv 00417482		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/13/2022	On-Call Construction Mgmt. - Fair Oaks Signal Project June'22	15,830.25

Check Number	Check Date	Amount
Inv 00417482 Total		15,830.25
315423 Total:		15,830.25
WIL2010 - Willdan Engineering Total:		15,830.25
WIT6353 - Wittman Enterprises LLC		
315424	11/02/2022	
Inv 2208059		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2022	Paramedic Billing Services: August 2022	7,141.94
Inv 2208059 Total		7,141.94
315424 Total:		7,141.94
WIT6353 - Wittman Enterprises LLC Total:		7,141.94
WON1111 - Wong, Daren		
315425	11/02/2022	
Inv 09/12/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2022	Driver Training Reimbursement for Officer Wong 09/12/2022.	20.13
Inv 09/12/2022 Total		20.13
315425 Total:		20.13
WON1111 - Wong, Daren Total:		20.13
GRA1244 - Woods Maintenance Services, Inc.		
315426	11/02/2022	
Inv SPAS0922		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2022	City Wide Graffiti Removal Services-Aug-Sep 2022	912.00
Inv SPAS0922 Total		912.00
315426 Total:		912.00
GRA1244 - Woods Maintenance Services, Inc. Total:		912.00
XRXF5010 - Xerox Financial Services		
315427	11/02/2022	
Inv 3512942		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
09/28/2022	Contract No. 010-0061587-003: Services from 9/18/2022-10/17/202	162.35
Inv 3512942 Total		162.35
315427 Total:		162.35
XRXF5010 - Xerox Financial Services Total:		162.35
YTI1023 - Y Tire Performance LLC		
315428	11/02/2022	
Inv 33836		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	New tire for Police unit #1705	285.32
Inv 33836 Total		285.32
315428 Total:		285.32
YTI1023 - Y Tire Performance LLC Total:		285.32
PTZM4011 - Zamora, Patrick		
315429	11/02/2022	
Inv 20029894711		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2022	Safety clothing reimbursement for Officer Zamora	240.77
Inv 20029894711 Total		240.77
315429 Total:		240.77
PTZM4011 - Zamora, Patrick Total:		240.77
Total:		841,181.71

ATTACHMENT 4

Online Payments

City of
SOUTH PASADENA

Online Payment Log			
Date	Vendor	Amount	Description
10/13/2022	So Cal Edison	\$15,362.48	Online Payment for City's So Cal Edison Accounts.
Total:		\$15,362.48	

ATTACHMENT 5
Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 10/19/2022 - 9:53AM
 Batch: 00001.10.2022



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CPR0551				CPRS District XIII						
Check No: 315275		Check Date: 10/19/2022								
	65.00	CPRS D20 Eve	09/29/2022	CPRS 13 training event					No	0
101-8030-8021-8200-000										
	125.00	CPRS D20 Eve	09/27/2022	CPRS 13 training event.					No	0
101-8030-8032-8200-000										
Check Total:	190.00									
Vendor Total:	190.00									
Vendor: TALTRUN				Talisse Turner						
Check No: 315240		Check Date: 10/05/2022								
	314.00	125180	09/14/2022	Refund Summer Camp Med					No	0
101-0000-0000-5270-001										
Check Total:	314.00									
Vendor Total:	314.00									
Report Total:	504.00									

ATTACHMENT 6
Payroll Summary

Payroll

Payroll Summary Report



Payroll Date: 10/14/2022 Regular

Checks	\$	1,156.16
Direct Deposits	\$	520,817.41
IRS Payments	\$	113,471.45
EDD - State of CA	\$	35,284.20
PERS Pension	\$	-
Deferred Comp	\$	20,104.61
PERS Health	\$	-
Subtotal:	\$	690,833.83

Payroll Date: 10/14/2022 Off-Cycle

Checks	\$	-
Direct Deposits	\$	1,194.36
IRS Payments	\$	52.67
EDD - State of CA	\$	8.23
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	1,255.26

Payroll Date: 10/14/2022 Off-Cycle

Checks	\$	-
Direct Deposits	\$	2,309.32
IRS Payments	\$	224.02
EDD - State of CA	\$	41.64
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	2,574.98

Grand Total: \$ 694,664.07



City Council Agenda Report

ITEM NO. 9

DATE: November 2, 2022
FROM: Arminé Chaparyan, City Manager *Ac*
PREPARED BY: Ken Louie, Deputy City Manager - Finance
SUBJECT: **Adoption of a Resolution Approving the City of South Pasadena Investment Policy for Fiscal Year 2022-23**

Recommendation Action

It is recommended that the City Council adopt a resolution adopting an Investment Policy for Fiscal Year (FY) 2022-23.

Background

On September 29, 2022 the Finance Commission reviewed the City's Investment Policy to confirm that it is in compliance with California Government Code Section 53646 which requires an annual submission of an investment policy to the legislative body. At this time, Staff and the Finance Commission are forwarding the policy to the City Council for formal approval and adoption.

Analysis

The proposed Investment Policy has no changes from the previously adopted Policy. There are no changes being recommended at this time because there have been no changes made to the Allowable Investment Instruments Per State Government Code Table found on the annual Local Agency Investment Guidelines from the California Debt and Investment Advisory Commission.

The City's investment portfolio is managed by Western Asset Management and adheres to the City's Investment Policy and to the guidance provided by the "prudent investor" standard, as codified in the California Government Code Section 53600.3.

Commission Review and Recommendation

This Policy was approved by the Finance Commission on September 29, 2022. Western Asset Management will be making a special presentation to the Finance Commission on November 1, 2022, and subsequent to that meeting, can make a presentation to the City Council at a future date.

Fiscal Impact

There is no fiscal impact related to the approval of this item.

Attachment: Resolution Adopting the FY 2022-23 Investment Policy

ATTACHMENT

Resolution Adopting the FY 2022-23 Investment Policy

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING AN INVESTMENT POLICY FOR FISCAL YEAR 2022-23

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

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

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

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

SECTION 1. The Investment Policy attached hereto and incorporated herein as "Exhibit A" is hereby adopted as the Investment Policy of the City of South Pasadena for Fiscal Year 2022-23.

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

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

PASSED, APPROVED AND ADOPTED ON this 2nd day of November, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Desiree Jimenez, CMC
Chief City Clerk

Andrew L. Jared, City Attorney

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 2nd day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Desiree Jimenez, CMC
Chief City Clerk

**CITY OF SOUTH PASADENA
INVESTMENT POLICY
FY 2022-23**

1. Introduction

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

2. Scope

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

3. Prudence

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

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

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

4. Objectives

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

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

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

Yield - Yield should become a consideration only after the more basic requirements of safety and liquidity have been met. The investment portfolio shall be designed

with the objective of attaining a rate of return throughout budgetary and economic cycles commensurate with the City's investment risk restraints and the cash flow characteristics of the portfolio.

5. Delegation of Authority

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

6. Reporting

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

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

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

7. Authorized and Suitable Investment Instruments

Purchase of investments will be made with surplus funds available. The investments will be paid for, in full, as soon as practical after the time of trade. Purchases will not be made using leverage, margin accounts, or other unfunded mechanisms. No investments shall conflict with Government Code section 53601. Additionally, investments in businesses that refine and/or extract oil or coal will not be permitted. Eligible vehicles for the investment of funds shall be limited to Exhibit A – Local Agency Investment Guideline (As of January 1, 2022).

8. Maturities

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

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

9. Portfolio Adjustments

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

10. Authorized Banks and Security Dealers

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

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

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

11. Ethics and Conflicts of Interest

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

12. Safekeeping and Custody

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

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

13. Internal Control

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

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

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

14. Statement of Investment Policy

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

Exhibit A

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2022)^A APPLICABLE TO ALL LOCAL AGENCIES^B

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^C	MAXIMUM SPECIFIED % OF PORTFOLIO ^D	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^E	None	53601(g)
Commercial Paper—Non-Pooled Funds ^F (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
Commercial Paper—Non-Pooled Funds (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53601(h)(2)(c)
Commercial Paper— Pooled Funds ^I	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^J	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^K	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^K	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^L	20% of the base value of the portfolio	None ^M	53601(j)
Medium-Term Notes ^N	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^{P,Q}	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^R	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^S	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^T	N/A	None	None	16340
Supranational Obligations ^U	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

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



City Council Agenda Report

ITEM NO. 10

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Paul Riddle, Fire Chief

SUBJECT: **Award of Contract to AllStar Fire Equipment Inc. for Purchase of Scott X3 Pro Self Contained Breathing Apparatus for an Amount Not-to-Exceed \$152,047.32**

Recommendation

It is recommended that the City Council:

1. Award a contract to AllStar Fire Equipment Inc. to provide 15 Self Contained Breathing Apparatus (SCBA) for an amount not-to-exceed \$152,047.32;
2. Appropriate \$152,048 from Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Account No. 101-3010-3041-8020 to Fire Department Safety Clothing and Equipment Account 101-5010-5011-8134; and
3. Authorize the City Manager to execute all related documents.

Background

SCBAs are a component of the safety gear worn by members of the South Pasadena Fire Department (SPFD). They protect firefighting personnel from toxic fumes and smoke while performing their duties on the fire ground. SCBAs are worn on the firefighter's back and supply them with approximately 30 minutes of fresh breathing air via a mask and regulator system. SCBA assemblies weigh approximately 30 pounds and are comprised of a backpack/harness assembly, mask and internal communication system, rapid intervention team kit, compressed air cylinder, primary and secondary regulator and a personal alert safety system.

SPFD personnel are required to utilize SCBAs anytime they are operating in atmospheres that are potentially "Immediately Dangerous to Life or Health" (IDLH). The National Occupational Safety and Health Administration (OSHA) defines IDLH as "An atmosphere that is likely to cause death or immediate or delayed permanent adverse health effects or prevent escape from such an environment."

The Fire Department is recommending purchasing 15 Scott X3 Pro SCBA assemblies from AllStar Fire Equipment Inc. The current in-service SCBAs utilized by SPFD are approaching 15 years old and will need to be taken out of service by the end of 2023. The regulated lifespan of SCBAs per the Department of Transportation (DOT) as well as the National Fire Protection Agency (NFPA) is 15 years.

The SPFD’s Memorandum of Understanding (MOU) identifies one individual to serve as the Department’s SCBA Coordinator. That individual is responsible for all aspects of SCBA compliance. In August 2021, the SCBA Coordinator formed a sub-committee to research the various types of SCBAs, identify prospective vendors, and evaluate interoperability with surrounding agencies. Three prospective vendors were identified and each provided loaner SCBAs for a nine-month evaluation period. SPFD suppression personnel were able to evaluate the SCBAs under simulated IDLH conditions. The SCBAs were evaluated on interoperability with surrounding agencies, built-in communication systems, comfort, reliability, and manufacturer warranty. At the conclusion of the trial period, the sub-committee logged and evaluated the feedback from fire suppression personnel.

Analysis

On August 22, 2022, the City of South Pasadena Fire Department solicited proposals for SCBAs from the three vendors through a Notice Inviting Bids (NIB). The three vendors were Allstar Fire Equipment Inc., L.N. Curtis and Sons, and Drager. The NIB provided a detailed list of SCBA specifications and technical requirements. Proposals were received through September 22, 2022 and all three vendors responded to the NIB. Their proposals were as follows:

Bidder	SCBA Make Model	Base Bid
L.N. Curtis and Sons	MSA SCBA	\$120,606.22
AllStar Fire Equipment Inc.	Scott SCBA	\$152,047.32
Cascade Fire Equipment Company	Drager SCBA	\$154,143.15

South Pasadena Municipal Code Section 2.99-29(11)(j) authorizes the City Council to award a contract to a bidder other than the lowest responsible bidder if the City Council determines it is in the best interest of the city. The SCBA sub-committee reviewed the proposals from the three vendors and determined that the Scott X3 SCBA provided by AllStar Fire Equipment Inc. would be the best fit for the Fire Department.

Fiscal Impact

During the Fiscal Year 2022-23 Budget adoption, the City Council provided direction to allocate SLFRF funds for the purchase of SCBAs. The SCBAs will be purchased from the Fire Departments Safety Clothing/Equipment Account No. 101-5010-5011-8134. The purchase will require a budget transfer of \$152,048 from SLFRF Account No.101-3010-4041-8020 to the Fire Safety Clothing/Equipment Account.

Commission Review and Recommendation

This matter was not reviewed by the Public Safety Commission.

Attachment: Proposal from AllStar Fire and Equipment Inc.

ATTACHMENT
Proposal from AllStar Fire Equipment Inc.



9-22-22

City of South Pasadena FD
Attn: Chief Paul Riddle
817 Mound Ave
South Pasadena, CA 91030

Ref: South Pasadena Fire Department SCBA Bid
Due: 9-22-22 – 3:00 pm

Dear Sir:

Experience and Qualifications

1) Allstar Fire Equipment is an authorized Scott Safety dealer for breathing apparatus, testing, training and repairs. With 5 SCBA technicians, Allstar is able to service our customers in a timely manner with flow testing and repair of SCBA units when required.

We were founded in 1991 by experienced fire equipment specialists. The company has two locations, with its main office in Arcadia California (15,000 sq ft) and our northern branch in Hayward California (7000 sq ft). Allstar employs 23 people and has facilities for both sales and service. Our fully trained order desk is available from 8:00 am to 5:30 pm Monday thru Friday. Emergency numbers are provided for full around the clock coverage when needed. Allstar has 6 fulltime outside salespeople to provide onsite service and training. Allstar has solid financial backing, assuring our customers of reliable, continuous customer service. Inventory is maintained at more than \$2 million dollars to assure quick service for emergency needs. All of us at Allstar look forward to continuing our excellent business relationship with the South Pasadena Fire Department.

Questions Answered

- 1) Allstar has not been in bankruptcy
- 2) We are not in the process of being sold
- 3) We have not been debarred
- 4) We have never been a non-responsive bidder to any government contract



5) We have not had a contract terminated prior to completion with any government agency

References

Costa Mesa Fire Department
2300 Placentia
Costa Mesa, CA 92627
Contact – Ken McCart
714-327-7409

Palm Springs Fire Department
300 N. El Cielo Road
Palm Springs, CA 92262
Contact – Capt. Todd Fite
760-323-8181

Pasadena Fire Department
1150 Linda Vista Ave
Pasadena, CA 91103
Contact – Manny White
626-577-6129

Allstar Contact Information

Rene Reyes – Inside Sales, Scott Safety Technician
626-652-0900 – rener@allstarfire.com

Regards,

A handwritten signature in blue ink, appearing to read "John Sprengelmeyer", is written over a circular stamp or mark.

John Sprengelmeyer
Bid Analyst/Sales



Sales Quote

12328 Lower Azusa Road * Arcadia, California 91006 * Phone 626-652-0900

September 21, 2022

To: South Pasadena FD
Attn: Fire Chief Paul Riddle
E-Mail: priddle@southpasadenaca.gov

Per your request, we are pleased to quote on the following.

Qty	Unit	Description	Price	Extension
15	Ea	Scott - p/n X8914026305304 / X3-PRO (2018) 4500 psig, Snap (QD) Change , Aluminum Back frame with Parachute Padded Kevlar Harness, E-Z Flo+ C5 Quick Disconnect Hose Regulator with Rectus Fitting, Universal UEBSS with Rectus Fitting, Pass with Pack-Tracker, RIC/UAC (Less Spare Harness, Case, Cylinder, Voice Amp, Facepiece)	\$6,212.24	\$93,183.60
20	Ea	Scott - p/n FP1MK0002M10010 / C5 , Kevlar 4 Point Headnet with RDI with BCH - Size: Medium	\$1,223.80	\$24,476.00
25	Ea	Scott - p/n 200129-01 / Carbon Fiber Cylinder, 4500 psig, Snap (QD) Change , 45 Minute with Valve	\$597.64	\$14,941.00
1	Ea	Scott - p/n 200954-32 / RIT Pack III, 2018 Edition, 4500 psig, CGA Air Source Kit with Carrying Bag, Shoulder Strap, 6' UEBSS with Rectus Fitting, 5' RIC Hose, Rit-Pak C5 Facepiece, C5 Regulator with Rectus Fitting (Less Cylinder)	\$3,055.00	\$3,055.00
1	Ea	Scott - p/n 804723-01 / Carbon Fiber Cylinder, 4500 psig, CGA , 60 Minute with Valve	\$665.58	\$665.58
1	Ea	Scott - p/n 200388-01 / Tool Adapter	\$560.24	\$560.24
2	Ea	Scott - p/n CF5V20S0 / Vision C5 Battery Charger	\$341.17	\$682.34
4	Ea	Scott - p/n 201506-01 / Vision C5 Battery	\$86.91	\$347.64
Terms:		Net 30		
FOB:		Destination (Free Shipping)		
Delivery:		8-12 Weeks ARO or Sooner		
			Subtotal	\$137,911.40
			10.250%	\$14,135.92
			S & H	\$0.00
			Total	\$152,047.32

Rene Reyes

rener@allstarfire.com



Introducing an exciting change to the warranty for the 3M™ Scott™ Air-Pak™ X3 Pro SCBA.

When you purchase a 3M Scott Air-Pak X3 Pro SCBA, compliant to the NFPA 1981, 2018 Edition standard, you will receive a bumper-to-bumper warranty for as long as you own the product at no additional cost.



- ✓ Backframe & Harness
- ✓ Pneumatics
- ✓ Electronics
- ✓ Facepiece
- ✓ Cylinder



**No
Additional
Cost**

With the **As Long As You Own It – Air-Pak SCBA Warranty**, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product. No more crunching numbers to help manage maintenance costs towards the end of the product’s life cycle.

This latest warranty from 3M Scott Fire & Safety reinforces our commitment to you - **the customer** - and further reduces your lifetime cost of ownership for the Air-Pak X3 Pro SCBA.

Proven performance – reliable and durable

Budget-friendly

No mandatory parts replacement

No overhaul requirements

Backed by an extensive service center network

Stay tuned for more information!

Please recycle. Printed in USA © 3M 2019. All rights reserved. 3M and Scott are trademarks of 3M.

3M SCOTT FIRE & SAFETY

LIMITED WARRANTY ON NFPA 1981/1982, 2018 COMPLIANT AIR-PAK SCBA

3M Scott Fire & Safety (3M SCOTT) warrants NFPA 1981/1982, 2018 compliant Air-Pak SCBA, including facepiece and cylinder (THE PRODUCTS) to be free from defects in workmanship and materials for as long as THE PRODUCTS are owned by the original end-user purchaser. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, except voice communication devices and accessories, in-mask thermal imaging devices, integrated self-rescue belts, consumable supplies, and carrying cases. 3M SCOTT warrants all voice communication devices and in-mask thermal imaging devices to be free from defects in workmanship and materials for a period of five (5) years from the date of original manufacture by 3M SCOTT. 3M SCOTT further warrants all integrated self-rescue belts, paddle PTT accessories, ring PTT accessories, throat mic accessories, command communication headset accessories, programmer modules, consumable supplies, and carrying cases to be free from defects in workmanship and materials for a period of one (1) year from the date of original manufacture by 3M SCOTT. 3M SCOTT's obligation under this warranty is limited to replacing or repairing (at 3M SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of 3M SCOTT or, when directed by 3M SCOTT, authorized 3M SCOTT service providers are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by 3M SCOTT product manuals or by written authorization from 3M SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of 3M SCOTT, the purchaser must return such products to 3M SCOTT, a 3M SCOTT authorized distributor or a 3M SCOTT authorized service center. Any product returned to 3M SCOTT shall be sent to "3M SCOTT FIRE & SAFETY" (Attn: Warranty Claim Dept.), 4320 Goldmine Road, Monroe, NC 28110.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, 3M SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF 3M SCOTT PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL END-USER PURCHASER AND IS NON-TRANSFERABLE.



4320 Goldmine Road
Monroe, NC 28110
Telephone: (704) 291-8300
Technical Support: (704) 247-7257
Web: www.3MScott.com

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City Council Agenda Report

ITEM NO. 11

DATE: November 2, 2022

FROM: Michael A. Cacciotti, Mayor

PREPARED BY: Desiree Jimenez, CMC, Chief City Clerk
Yolanda Chavez, CMC, Interim City Clerk Records Specialist

SUBJECT: **Authorize the Appointment of a Commissioner to a City Commission**

Recommendation

It is recommended by Mayor Cacciotti that the City Council appoint Dean Ghaffari to the Public Art Commission to a full three-year term ending December 31, 2025.

Community Outreach

The City has continued outreach to solicit applications to fill other advisory body vacancies. For residents interested in serving on a City advisory body, applications are available on the City's website or in the City Clerk's Office.

The application is on file at the City of South Pasadena City Clerk's Office located at 1414 Mission Street, First Floor, South Pasadena, CA 91030.

Fiscal Impact

Cost for onboarding, training, and conducting commission meetings have been accounted for in department budgets.



City Council Agenda Report

ITEM NO. 12

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Paul Riddle, Fire Chief

SUBJECT: **First Reading and Introduction of an Ordinance Adopting by Reference the 2022 California Fire Code with Certain Amendments, Additions, and Deletions thereto Amending Chapter 14 of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council:

1. Introduce for first reading by title only and waive further reading of an ordinance adopting by reference and amending the 2022 California Fire Code;
2. Repeal the current South Pasadena Fire Code and South Pasadena Municipal Code (SPMC) Chapter 14 and replace it with a new Fire Code that adopts the California Fire Code (CFC) 2022 edition, by reference with amendments that serve the specific needs of the City of South Pasadena (City); and
3. Schedule a Public Hearing on November 16, 2022 to consider adoption and second reading of the same ordinance.

Background

Every three years, the State adopts new codes (known collectively as the California Building Standards Code or "Title 24") to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. While State law requires local governments to enforce California Title 24, the law allows local governments to enact additional local amendments, but only where the City Council can make a finding that these amendments are based on local climatic, geological, or topographical conditions. These findings are identified in the attached ordinance and include such conditions as the City's close proximity to major fault lines, the fact that the City is subject to long periods of dry, hot, and windy conditions and the fact that the City's water system is directly affected by the topographical layout of the City.

In order to support these findings, the layout of the South Pasadena Municipal Code (SPMC) Chapter 14 has been changed to provide a clearer and better structured look for applicants when searching for information. Article 14.1 defines the high fire risk area within the City and special provisions related to roof types. Historically, the area defined

as high risk area within the City was already considered and treated as high risk area but was not codified in the SPMC. The high fire risk area is defined as those properties located south of Monterey Road and West of Meridian Avenue. Additional amendments include, but are not limited to, more restrictive requirements for sprinkler systems, fire alarm systems, and chimney spark arrestors.

The City is a densely populated municipality located in the County of Los Angeles. It is subject to long periods of hot, dry, and windy conditions. These conditions increase the chance of a fire occurring and predispose the City to large destructive fires. These climatic conditions and winds can also contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire prevention and protection.

The City is also in close proximity to major fault lines and there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion.

In addition, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces. These unique topographical layout also directly affect the City's water distribution system. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low-pressure lines where the pressure and flows are adequate in most of the areas of the City. This variation of pressure can cause major problems to development, as well as fire suppression operations.

Analysis

The 2022 CFC is Part 9 of the official triennial compilation and publication of the adoptions, amendments and repeal of administrative regulations to California Code of Regulations (CCR), Title 24, also referred to as California Building Standards Code (CBSC). This Part is known as the CFC and incorporates, by adoption, the 2021 edition of the International Fire Code (IFC) of the International Code Council (ICC) with the California Amendments. As of January 1, 2023, the CFC, 2022 edition, will be the standard adopted by the State of California. This code book meets the needs of the City except in the areas where the International Wildland-Urban Interface Code Book, and the SPMC are required to make the laws more stringent and better serve our community based on the City's climate, geographical, and topographical needs.

A City, and/or County may establish more restrictive building standards reasonably necessary because of local climatic, geological, or topographical conditions. Findings of the local condition(s) and the adopted local buildings standard(s) must be filed with the California Building Standards Commission to become effective and may not be effective

sooner than the effective date of this edition of CBSC. Local building standards that were adopted and applicable to previous editions of the CBSC do not apply to this edition without appropriate adoption and required filing.

The CBSC is published in its entirety every three years by order of the California Legislature, with supplements published in intervening years. The California Legislature delegated authority to various state agencies, boards, commissions and departments to create buildings regulations to implement the state's statutes. These building regulations or standards, have the same force of law, and take effect 180 days after their publication unless otherwise stipulated. The CBSC applies to occupancies in the State of California as annotated.

Fiscal Impact

Fiscal impacts associated with the adoption of the CFC, 2022 edition are limited to the allocation of SPFD assigned staff to the adoption process and the purchase of the CFC, 2022 edition.

Attachments:

1. Ordinance to adopt by reference and amend the 2022 California Fire Code
2. Chapter 14 (Fire Prevention) of the SPMC
3. Exhibit A: Express Findings as Required
4. 2022 California Fire Code

Due to the size of the 2022 California Fire Code, one copy has been filed with the Office of the City Clerk for review located at 1414 Mission Street, First Floor, South Pasadena, CA 91030. The document can also be viewed at the following link: California Codes can be viewed at: <https://www.dgs.ca.gov/BSC/Codes>

ATTACHMENT 1

Ordinance to adopt by reference and amend the
2022 California Fire Code

ORDINANCE NO _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, MAKING CERTAIN FINDINGS; AMENDING THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CHAPTER 14 (FIRE PREVENTION) THEREOF ADOPTING BY REFERENCE THE 2022 CALIFORNIA FIRE CODE WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

WHEREAS, the 2022 California Fire Code, has been published by the International Code Council (2021 International Fire Code), and the California Building Standards Commission; and

WHEREAS, the City of South Pasadena (City) may amend the provisions of the California Code of Regulations Title 24 provided express findings for each amendment, addition, or deletion is made based upon climatic, topographical, or geological conditions; and

WHEREAS, the City shall file the amendments, additions, or deletions with California Building Standards Commission; and

WHEREAS, the City is located in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection; and

WHEREAS, the City's close proximity to major fault lines; there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion; and

WHEREAS, the water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of City. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low-pressure lines where the pressure and flows are adequate in most of the areas of the City. This variation of pressure causes major problems to development, as well as fire suppression operations. The southwest quadrant of South Pasadena has been designated as a High Fire Hazard Area as provided by state law; and

WHEREAS, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces; and

WHEREAS, the findings supporting the necessity for the amendments to building standards herein are contained in Exhibit A to this ordinance in accordance with California Health and Safety Code Section 18941.5, and are incorporated by reference herein; and

WHEREAS, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code, and amending the South Pasadena Municipal Code, are exempt from the provisions of the California Environmental Quality Act.

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

SECTION 1. The City of South Pasadena Municipal Code is hereby amended by repealing Chapter 14 (Fire Prevention) and substituting new Chapter 14 (Fire Prevention) in lieu thereof as set forth in this ordinance.

SECTION 2. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 3. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the Office of the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

SECTION 4. This Ordinance shall be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

CHAPTER 14
FIRE PREVENTION

- 14.1 HIGH FIRE RISK AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES**
- 14.2 FIREWORKS-PROHIBITED**
- 14.3 FIRECODE ADOPTED – WHERE FILED**
- 14.4 FIRE CODE – MODIFIED**
- 14.5 EFFECT OF ADOPTION**
- 14.6 PENALTY, VIOLATIONS**

14.1 HIGH RISK FIRE AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES.

14.1.1 High Risk Fire Area: “High Risk Fire Area” is defined as those properties located South of Monterey Road, extending to the city boarder, and West of Meridian Avenue, extending to the city boarder.

14.1.2 Special provisions related to roof types. Except as permitted below, roof covering assemblies shall be Class A.

The following exceptions shall only apply to structures not located within the High Risk Fire Area as defined in subsection (1) of this section:

Exceptions:

- a. Replacements within any 12-month period of time that are not more than twenty-five percent (25%) of the total roof area of any individual structure shall be not less than Class C;
- b. Replacements within any 12-month period of time that are not more than fifty percent (50%) of the total roof area of any individual structure shall be not less than Class B;
- c. Entirely noncombustible roof assemblies of masonry or concrete construction;
- d. Clay or concrete roof tile installed on an entirely noncombustible substructure;
- e. Roof assemblies of ferrous or copper shingles or sheets installed on an entirely noncombustible substructure;
- f. Where the Fire Chief makes a written finding that a less fire resistive roof covering is permissible based on existing conditions.

In no case shall any roof covering be less fire resistive than required by Chapter 15 of the current South Pasadena Building Code or Chapter 9 of the current South Pasadena Residential Code.

14.2 FIREWORKS- PROHIBITED

The manufacturing, possession, storage, sale, use and handling of all fireworks, including without limitation, “Safe and Sane” fireworks, is prohibited.

Exception: Fire Official is authorized to permit special events pyrotechnics with Fire Department supervision when the event is permitted by the city.

14.3 FIRECODE ADOPTED – WHERE FILED

Chapters 1 through 80 and Section 503 of the Chapter 5 and Appendices Chapter 4, B, BB, C, CC,D, H, I, K, N of 2019–2022 California Fire Code, Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission are hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South Pasadena Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 14.4 of this Code are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 24 Part 9 of the California Code of Regulations together with any and all amendments thereto proposed by the City of South Pasadena, has been and is now filed in the office of the Fire Chief and shall be remain on file with the Fire Chief, shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14 of the South Pasadena Municipal Code.

14.4 FIRE CODE – MODIFIED

Chapters 1, 6 and 9 of Title 24, Part 9 of the California Code of Regulations (~~2019~~ 2022 California Fire Code) adopted by reference as the Fire Code of the City of South Pasadena are hereby amended, deleted or added as follow:

- 1. **Section 101.1** is amended in its entirety to read:

101.1 Title. These regulations adopted by reference and amended as in Section 14.3 and 14.4 shall be known as the Fire Code of City of South Pasadena, hereinafter referred to as “this code.”

2. **Section 104.6** is deleted in its entirety.

3. **Section 105.2.3** is amended in its entirety to read:

105.2.3 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued.

4. **Section 105.2.4** is amended in its entirety to read:

105.2.4 Action on application. When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant. The time for action by the applicant shall not be extended beyond the effective date of a more current Code.

5. **Section 105.3.1** is amended in its entirety to read:

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of this Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained.

Supplementary permit(s) shall not expire so long as the associated building permit remains active.

6. **Section 105.3.2** is deleted in its entirety.

7. **Section 105.4.6** is deleted in its entirety.

8. **Section 105.6.14** is deleted in its entirety.

9. **Section 105.7.21** is deleted in its entirety.

10. **Section 106.1** is amended in its entirety to read:

106.1 Fees. Plan review fees and permit fees shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. Permit fees shall be paid at the time of permit issuance.

11. A new section 109.4 is added to read:

109.4 Board of Appeals Fees. A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

12. A new section 109.5 added to read:

109.5 Any aggrieved party may appeal any of the following decisions of the fire code official no later than 60 calendar days from the date of action being appealed:

1. Disapproval of any application.
2. Refusal to grant any permit applied for when it is claimed that the provisions of this code do not apply.
3. Interpretation of this code.
4. Determination of suitability of alternate materials or types of construction or methods.

13. Section 110.4 is amended in its entirety to read:

110.4. Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

14. Section 112.4 is amended in its entirety to read:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to a fine of not less than five hundred (\$500.00) dollars or more than one thousand (\$1,000.00) dollars.

15. A new section 114 added to read:

114 Definitions. In additions to the definitions specified in Chapter 2 of this Code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine

gender include the feminine and the feminine the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BUILDING CODE shall mean the City of South Pasadena Building Code.

ELECTRICAL CODE shall mean the City of South Pasadena Electrical Code.

FIRE CHIEF shall mean the Chief Officer of the City of South Pasadena Fire Department.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the City of South Pasadena, depending on the context.

FIRE CODE OFFICIAL shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

MECHANICAL CODE shall mean the City of South Pasadena Mechanical Code.

PLUMBING CODE shall mean the City of South Pasadena Plumbing Code.

RESIDENTIAL CODE shall mean the City of South Pasadena Residential Code.

16. Section ~~603.8.2~~ 605.8.2 is amended in its entirety to read:

~~603.8.2~~ 605.8.2 Spark Arrestor. Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material.

17. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet.

18. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read:

The fire area exceeds 2,250 square feet.

19. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet.

20. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet.

21. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read:

Throughout all Group E fire areas greater than 6,000 square feet in fire area or with a calculated occupant load of 100 persons.

22. Section 903.2.4 Group F-1, Item number 1 is amended in its entirety to read:

A Group F-1 fire area exceeds 6,000 square feet.

23. Section 903.2.4 Group F-1, Item number 3 is amended in its entirety to read:

The combined area of all Group F-1 fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

24. Section 903.2.7 Group M, Item number 1 is amended in its entirety to read:

Group M fire area exceeds 6,000 square feet.

25. Section 903.2.7 Group M, Item number 3 is amended in its entirety to read:

The combined area of all Group M fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

26. Section 903.2.8 Group R, Exception, Numbers 1 through 4 are deleted.

27. Section 903.2.9 Group S-1, Item number 1 is amended in its entirety to read:

A Group S-1 fire area exceeds 6,000 square feet.

28. Section 903.2.9 Group S-1, Item number 3 is amended in its entirety to read:

The combined area of all Group S-1 fire areas on all floors including any mezzanines exceeds 12,000 square feet.

29. Section 903.2.9.1 Repair Garages, Item number 1 is amended in its entirety to read:

Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.

30. Section 903.2.9.1 Repair Garages, Item number 2 is amended in its entirety to read:

Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet.

31. A new section 903.2.11.7 added to read:

Buildings three or more stories in height, regardless of occupancy type: an automatic sprinkler system shall be installed throughout all buildings or structures three or more stories in height above grade plane.

Exceptions:

1. Open parking structures.

32. A new section 903.2.11.8 added to read:

Structures exceeding 6,000 square feet in fire area: Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.

Exception: Open parking structures.

33. A new section 903.2.11.9 added to read:

Additions and alterations. All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided with an automatic sprinkler system conforming to Section 903.3 and this code upon the occurrence of any of the following conditions:

1. An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;
2. Any addition to an existing building which has fire sprinklers installed.
3. Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.

4. Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
5. An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

34. Section 907.2 is amended in its entirety to read:

907.2 Where required—new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency

Exceptions:

1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to

initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.

3. The manual fire alarm box is not required to be installed when approved by the fire code official.

14.5 EFFECT OF ADOPTION

The adoption of the City Fire Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this code.
2. Prosecution for ordinance violations committed before the effective date of this code.
3. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
6. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

14.6 PENALTY; VIOLATIONS

1. General penalty; continuing violations. Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each section as set forth herein.
2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.
3. Enforcement by civil action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

EXHIBIT "A"

EXPRESSED FINDINGS AS REQUIRED

CODE SECTION	CONDITION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
603.8.2 605.8.2 Spark Arrestor	CLIMATIC	The City of South Pasadena is a densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of a fire occurring. South Pasadena’s topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Spark arrestors in place decrease the chances of fires occurring which can lead to loss of life and property damage.
Section 903.2.1.1 Group A-1 Item No.1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.2 Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.3 Group A-3 Item No.1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature which causes loss of life and property damage.
Section 903.2.3 Group E Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
Section 903.2.8 Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.7	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.8	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.9	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 907.2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. South Pasadena topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Alarm systems in place decrease the time of fire resource notification which enables resources to arrive on scene and potentially control fires before they reach flashover temperature which causes loss of life and property damage.

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

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Desiree Jimenez, CMC
Chief City Clerk

Andrew L. Jared, City Attorney

I HERBEY CERTIFY that Ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of November, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Desiree Jimenez, CMC
Chief City Clerk

ATTACHMENT 2
Chapter 14 (Fire Prevention) of the SPMC

CHAPTER 14
FIRE PREVENTION

- 14.1 HIGH FIRE RISK AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES**
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- 14.6 PENALTY, VIOLATIONS**

14.1 HIGH RISK FIRE AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES.

14.1.1 High Risk Fire Area: “High Risk Fire Area” is defined as those properties located South of Monterey Road, extending to the city boarder, and West of Meridian Avenue, extending to the city boarder.

14.1.2 Special provisions related to roof types. Except as permitted below, roof covering assemblies shall be Class A.

The following exceptions shall only apply to structures not located within the High Risk Fire Area as defined in subsection (1) of this section:

Exceptions:

- a. Replacements within any 12-month period of time that are not more than twenty-five percent (25%) of the total roof area of any individual structure shall be not less than Class C;
- b. Replacements within any 12-month period of time that are not more than fifty percent (50%) of the total roof area of any individual structure shall be not less than Class B;
- c. Entirely noncombustible roof assemblies of masonry or concrete construction;
- d. Clay or concrete roof tile installed on an entirely noncombustible substructure;
- e. Roof assemblies of ferrous or copper shingles or sheets installed on an entirely noncombustible substructure;

- f. Where the Fire Chief makes a written finding that a less fire resistive roof covering is permissible based on existing conditions.

In no case shall any roof covering be less fire resistive than required by Chapter 15 of the current South Pasadena Building Code or Chapter 9 of the current South Pasadena Residential Code.

14.2 FIREWORKS- PROHIBITED

The manufacturing, possession, storage, sale, use and handling of all fireworks, including without limitation, "Safe and Sane" fireworks, is prohibited.

Exception: Fire Official is authorized to permit special events pyrotechnics with Fire Department supervision when the event is permitted by the city.

14.3 FIRECODE ADOPTED – WHERE FILED

Chapters 1 through 80 and Section 503 of the Chapter 5 and Appendices Chapter 4, B, BB, C, CC,D, H, I, K, N of 2022 California Fire Code, Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission are hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South Pasadena Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 14.4 of this Code are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 24 Part 9 of the California Code of Regulations together with any and all amendments thereto proposed by the City of South Pasadena, has been and is now filed in the office of the Fire Chief and shall be remain on file with the Fire Chief, shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14 of the South Pasadena Municipal Code.

14.4 FIRE CODE – MODIFIED

Chapters 1, 6 and 9 of Title 24, Part 9 of the California Code of Regulations (2022 California Fire Code) adopted by reference as the Fire Code of the City of South Pasadena are hereby amended, deleted or added as follow:

1. **Section 101.1** is amended in its entirety to read:

101.1 Title. These regulations adopted by reference and amended as in Section

14.3 and 14.4 shall be known as the Fire Code of City of South Pasadena, hereinafter referred to as “this code.”

2. **Section 104.6** is deleted in its entirety.

3. **Section 105.2.3** is amended in its entirety to read:

105.2.3 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued.

4. **Section 105.2.4** is amended in its entirety to read:

105.2.4 Action on application. When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant. The time for action by the applicant shall not be extended beyond the effective date of a more current Code.

5. **Section 105.3.1** is amended in its entirety to read:

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of this Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained.

Supplementary permit(s) shall not expire so long as the associated building permit remains active.

6. **Section 105.3.2** is deleted in its entirety.

7. **Section 105.4.6** is deleted in its entirety.

8. **Section 105.6.14** is deleted in its entirety.

9. **Section 105.7.21** is deleted in its entirety.

10. **Section 106.1** is amended in its entirety to read:

106.1 Fees. Plan review fees and permit fees shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may

require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. Permit fees shall be paid at the time of permit issuance.

11. A new section 109.4 is added to read:

109.4 Board of Appeals Fees. A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

12. A new section 109.5 added to read:

109.5 Any aggrieved party may appeal any of the following decisions of the fire code official no later than 60 calendar days from the date of action being appealed:

1. Disapproval of any application.
2. Refusal to grant any permit applied for when it is claimed that the provisions of this code do not apply.
3. Interpretation of this code.
4. Determination of suitability of alternate materials or types of construction or methods.

13. Section 110.4 is amended in its entirety to read:

110.4. Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

14. Section 112.4 is amended in its entirety to read:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to a fine of not less

than five hundred (\$500.00) dollars or more than one thousand (\$1,000.00) dollars.

15. A new section 114 added to read:

114 Definitions. In additions to the definitions specified in Chapter 2 of this Code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine and the feminine the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BUILDING CODE shall mean the City of South Pasadena Building Code.

ELECTRICAL CODE shall mean the City of South Pasadena Electrical Code.

FIRE CHIEF shall mean the Chief Officer of the City of South Pasadena Fire Department.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the City of South Pasadena, depending on the context.

FIRE CODE OFFICIAL shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

MECHANICAL CODE shall mean the City of South Pasadena Mechanical Code.

PLUMBING CODE shall mean the City of South Pasadena Plumbing Code.

RESIDENTIAL CODE shall mean the City of South Pasadena Residential Code.

16. Section 605.8.2 is amended in its entirety to read:

605.8.2 Spark Arrestor. Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material.

17. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet.

18. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read:

The fire area exceeds 2,250 square feet.

19. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet.

20. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet.

21. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read:

Throughout all Group E fire areas greater than 6,000 square feet in fire area or with a calculated occupant load of 100 persons.

22. Section 903.2.4 Group F-1, Item number 1 is amended in its entirety to read:

A Group F-1 fire area exceeds 6,000 square feet.

23. Section 903.2.4 Group F-1, Item number 3 is amended in its entirety to read:

The combined area of all Group F-1 fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

24. Section 903.2.7 Group M, Item number 1 is amended in its entirety to read:

Group M fire area exceeds 6,000 square feet.

25. Section 903.2.7 Group M, Item number 3 is amended in its entirety to read:

The combined area of all Group M fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

26. Section 903.2.8 Group R, Exception, Numbers 1 through 4 are deleted.

27. Section 903.2.9 Group S-1, Item number 1 is amended in its entirety to read:

A Group S-1 fire area exceeds 6,000 square feet.

28. Section 903.2.9 Group S-1, Item number 3 is amended in its entirety to read:

The combined area of all Group S-1 fire areas on all floors including any mezzanines exceeds 12,000 square feet.

29. Section 903.2.9.1 Repair Garages, Item number 1 is amended in its entirety to read:

Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.

30. Section 903.2.9.1 Repair Garages, Item number 2 is amended in its entirety to read:

Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet.

31. A new section 903.2.11.7 added to read:

Buildings three or more stories in height, regardless of occupancy type: an automatic sprinkler system shall be installed throughout all buildings or structures three or more stories in height above grade plane.

Exceptions:

1. Open parking structures.

32. A new section 903.2.11.8 added to read:

Structures exceeding 6,000 square feet in fire area: Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.

Exception: Open parking structures.

33. A new section 903.2.11.9 added to read:

Additions and alterations. All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided with an automatic sprinkler system conforming to Section 903.3 and this code upon the occurrence of any of the following conditions:

1. An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;
2. Any addition to an existing building which has fire sprinklers installed.
3. Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
4. Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
5. An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

34. Section 907.2 is amended in its entirety to read:

907.2 Where required—new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with

Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency

Exceptions:

1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.

14.5 EFFECT OF ADOPTION

The adoption of the City Fire Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this code.
2. Prosecution for ordinance violations committed before the effective date of this code.
3. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.

6. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

14.6 PENALTY; VIOLATIONS

1. General penalty; continuing violations. Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each section as set forth herein.

2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

3. Enforcement by civil action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

ATTACHMENT 3
Exhibit A: Express Findings as Required

EXHIBIT "A"

EXPRESS FINDINGS AS REQUIRED

CODE SECTION	CONDITION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
605.8.2 Spark Arrestor	CLIMATIC	The City of South Pasadena is a densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of a fire occurring. South Pasadena's topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Spark arrestors in place decrease the chances of fires occurring which can lead to loss of life and property damage.
Section 903.2.1.1 Group A-1 Item No.1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.2 Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.3 Group A-3 Item No.1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		The flashover temperature which causes loss of life and property damage.
Section 903.2.3 Group E Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
Section 903.2.8 Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.7	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.8	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.9	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 907.2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. South Pasadena topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Alarm systems in place decrease the time of fire resource notification which enables resources to arrive on scene and potentially control fires before they reach flashover temperature which causes loss of life and property damage.

ATTACHMENT 4

2022 California Fire Code

Due to the size of the 2022 California Fire Code, one copy has been filed with the Office of the City Clerk for review located at 1414 Mission Street, First Floor, South Pasadena, CA 91030. The document can also be viewed at the following link: California Codes can be viewed at <https://www.dgs.ca.gov/BSC/Codes>



City Council Agenda Report

ITEM NO. 13

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director

SUBJECT: **Authorize the City Manager to Execute a Contract Amendment with Mobius Planning in a not-to-exceed amount of \$50,000**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a First Amendment to the Mobius Planning Professional Services Agreement (PSA) to serve as project manager for 2021-2029 Housing Element increasing the current PSA by \$25,000 for a total not-to-exceed amount of \$50,000.

Background

On July 26, 2022, the City entered into a professional services agreement with Mobius Planning (Grant Henninger) to serve as a project manager on the City's 6th Cycle Housing Element. In this role, Mr. Henninger has been managing the City's consultant (PlaceWorks) and providing new perspectives, ideas, and strategies to the Housing Element to ensure certification by the California Department of Housing and Community Development (HCD). Staff has shifted to working with Mobius in taking lead on the City's Housing Element.

Since July, Mobius Planning has been overseeing the Housing Element including the community outreach efforts, reviewing the sites analysis, and release of public draft on September 8, 2022 and submittal of the 3rd Draft to HCD on September 15, 2022. A response letter and conditional certification is expected from HCD by October 31, 2022.

Analysis

In anticipation of a conditional certification at the end of October, staff is requesting a contract amendment with Mobius Planning to prepare for the next phase in the process which includes adoption hearings, and rezoning efforts, including General Plan, zoning code and Downtown Specific Plan. Per state law, such code amendments to implement the Housing Element will be required to be performed within 120 days. In order to incorporate the additional work scope within the state mandated deadline, staff is requesting a budget increase of \$25,000 for a total not-to-exceed amount of \$50,000.

Fiscal Impact

The amendment to Mobius Planning PSA includes a request for an additional \$25,000, for a total not-to-exceed amount of \$50,000. Funding for the contract amendment is available in the FY 2022-2023 Community Development Department Contract Services budget account 101-7010-7011-8170-000.

Attachments:

1. Agreement with Mobius Planning (PSA)
2. Proposed Mobius Planning PSA with 1st Amendment

ATTACHMENT 1
Agreement with Mobius Planning (PSA)

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Mobius Planning)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Mobius Planning ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: assist the City of South Pasadena in the preparation, adoption, and certification of the City's 6th Cycle Housing Element.
- 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": Consultant shall assist the City of South Pasadena in the preparation, adoption, and certification of the city's 6th Cycle Housing Element. Working together with the City's staff and consultant team to provide new perspectives, ideas, and strategies on possible changes to the Housing Element to help ensure certification by the California Department of Housing and Community Development (HCD).
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Angelica Frausto-Lupo Director of Community Development. 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 rate: \$150.00 per hour with a not to exceed amount of \$25,000. 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 Twenty Five Thousand Dollars (\$25,000).
- 3.5. "Commencement Date": July 25, 2022.
- 3.6. "Termination Date": December 31, 2022.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. 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. Darrell Holmes 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. 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. 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 (\$25,000). 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. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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

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

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

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall

be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** 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: Angelica Frausto-Lupo, Director of Community Development, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. Premium Payments and Deductibles. Consultant must disclose all 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

Angelica Frausto-Lupo
Director of Community Development
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220

If to Consultant

Grant Henninger
Founding Principal
1030 S. Country Glen Way
Anaheim, CA 92808
(714) 323-5731

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (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"
Mobius Planning

By: *Domenica Megardichian*
Signature

By: *Grant Heninger*
Signature

Printed: Domenica Megardichian for

Printed: Grant Heninger

Title: Deputy City Manager
Annika Chapman

Title: Principal

Date: 07/26/22

Date: 7/26/2022

Attest:

By: *Christina Munoz*
Christina Munoz
Deputy City Clerk

Date: 7/26/22

Approved as to form:

By: *Andrew Jared*
Andrew Jared, City Attorney

Date: 7/26/2022

ATTACHMENT 2
Proposed Mobius Planning First Amendment

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS AMENDMENT (“Amendment”) is made and entered into on the 2nd day of November, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and Mobius Planning. (“Consultant”).

RECITALS

WHEREAS, on July 26, 2022, the City Manager executed a contract with Mobius Planning to serve as project manager and provide new perspective and ideas on the 2021-2029 Housing Element;

WHEREAS, the Term of the Agreement is through December 31, 2022, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to amend the Scope of Services to incorporate the adoption hearings, analyzing rezoning efforts, and consistency of the Housing Element with the General Plan Update and Downtown Specific Plan Amendment and extend the contract term.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding the following sentence to include additional work to the existing scope of services: “Consultant shall also assist the City with preparation for the next phase in the 6th Cycle Housing Element adoption process, which includes adoption hearings, analyzing rezoning efforts, consistency of the Housing Element with the General Plan Update and Downtown Specific Plan Amendment, and further actions for Council adoption and HCD certification of the 6th Cycle 2021-2029 Housing Element.”

2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: “The highest total compensation and cost payable to Consultant by the City under this agreement. The Maximum Amount under this Agreement is Fifty Thousand Dollars (\$50,000).”

3. PARAGRAPH 3.6 “Termination Date” is amended to read as follows: “Until project completion.”

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

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

“CITY”
City of South Pasadena

“Consultant”
Mobius Planning

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: Grant Henninger

Title: City Manager

Title: Founding Principal

Date: _____

Date: _____

Attest:

By: _____
Desiree Jimenez, CMC, Chief City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____



City Council Agenda Report

ITEM NO. 14

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: **Approval of a Discretionary Funds Request from Councilmember Diana Mahmud in the amount of \$1,750 for Three New Raised Garden Beds at the South Pasadena Community Garden**

Recommendation

It is recommended that the City Council:

1. Find that the requested allocation of Discretionary Funds to support the addition of three new raised garden beds at the South Pasadena Community Garden (SPCG) is consistent with the findings required pursuant to the Guidelines for the Application of City Council Discretionary Budget Accounts adopted by Resolution 7174; and
2. Approve the requested allocation totaling \$1,750 by Councilmember Mahmud to support the addition of three new raised garden beds at the SPCG.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets that allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City. On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for the application of City Council discretionary budget accounts. It requires that use of such funds may be used if findings can be made by the City Council. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per Councilmember account. The allocated funds need not be encumbered by a purchase order to be carried over to the following fiscal year. In Fiscal Year (FY) 2019-20, the Budget included \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember which was a decrease from \$25,000 in prior years. Each Fiscal Year since, the budget has remained at \$20,000 for Discretionary Funds.

Analysis

The City Council receives an annual discretionary fund and shall make the following specific findings before recommending the use of any funds in a discretionary account

for City-related projects or purchases: a) The expenditure has a public purpose benefitting the City; b) The expenditure is free of any conflicts of interest that may arise from the use of City funds; and c) The expenditure is not a gift to any individual, corporation, or municipality, but is only used to benefit the general public of the City. The following table displays the current discretionary fund balances:

City Councilmembers Discretionary Funds						
Fiscal Year 2022/23						
		District 1	District 2	District 3	District 4	District 5
		<u>Zneimer</u>	<u>Donovan</u>	<u>Primuth</u>	<u>Cacciotti</u>	<u>Mahmud</u>
<i>Current Year Allowance Beginning Balance</i>		\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Date Pledged	Description					
10/11/2022	Three new raised garden beds for South Pasadena Community Garden					\$1,750
<i>YTD Appropriations</i>		\$0	\$0	\$0	\$0	\$0
Carry Over Funds FY 21/22		\$0	\$0	\$2,912	\$0	\$0
Available 10/11/2022		\$4,000	\$4,000	\$6,912	\$4,000	\$4,000

On October 11, 2022, Councilmember Mahmud requested approval and received a second from Councilmember Zneimer to use discretionary funds to assist with the cost of three new raised garden beds at the SPCG for a total of \$1,750. This request meets all of the requirements or considerations for use of City Council discretionary funds.

Fiscal Impact

Sufficient funds are available in the FY 2022-23 City Council Discretionary Budget Account 101-1010-1011-8021.



City Council Agenda Report

ITEM NO. 15

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Brian Solinsky, Chief of Police
Thomas Jacobs, Police Lieutenant

SUBJECT: **Introduction and First Reading of an Ordinance Amending Section 5.5 Certain Fowl Prohibited of Chapter 5 “Animals and Fowl” and Chapter 1.7A “Same – Infractions” of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council:

1. Confirm appropriate penalty provision for violations of the South Pasadena Municipal Code (SPMC) Section 5.5 “Certain fowl prohibited” of Chapter 5 “Animals and Fowl” and Section 1.7A “Same— Infractions”; and
2. Read by title only for first reading, waiving further reading, and introduce an Ordinance Amending Chapter 5.5 “Certain Fowl Prohibited” of Chapter 5 “Animals and Fowl” of the South Pasadena Municipal Code (SPMC) to address the prohibition of feeding peafowl, and Section 1.7A “Same – Infractions”.

Background

Since 2017, residents in the Monterey Hills area have raised concerns regarding the increased damage to residents’ property and vehicles by peafowl, and the general nuisance of the noise caused by such feral animals. This nuisance is perpetuated by the feeding of peafowl by residents.

In 2019, the Pasadena Humane Society (PHS) conducted two educational programs regarding coexisting with wildlife, but the complaints concerning the peafowl population in the Monterey Hills area have continued to increase.

In response to the concerns raised, the City of South Pasadena (City) commissioned the PHS to conduct a census to determine the size of the peafowl population. In June 2021, the PHS counted a maximum of 37 peafowl and recommended public education as the solution.

Residents from the Monterey Hills area voiced concerns during the Public Comment period of the July, 20, 2022 City Council Regular Meeting. The residents expressed concern regarding the growing population of peafowl and the nuisance posed. The group cited examples of nuisance issues including peafowl scat containing disease, peafowl screeches in early morning hours, and damage to residents' vehicles and roofs.

These concerns led the City Council to pass a motion to draft an ordinance prohibiting the feeding of peafowl in addition to the adoption of a Peafowl Management Plan. The attached ordinance (Attachment 2) will clarify that the feeding of peafowl is unlawful. It will also clarify the penalty provision for such violation of the law.

Analysis

Feeding of Certain Fowl

The SPMC section under City Council review is Section 5.5 Certain Fowl Prohibited (Adopted November 4, 1953, Ord. No. 875, 8; Ord. No. 1170). This section presently states,

“It is hereby declared to be a nuisance and it shall be unlawful for any person to keep, pasture, house or maintain in the city any rooster, gander, peafowl or guinea hen.”

SPMC Section 5.20 Noisy Animals and Fowl likewise prohibits the “keeping or permitting” of animals where the sounds or cries causes discomfort or annoyance.

However, neither section specifically or expressly prohibits feeding or providing food for peafowl or other animals specified in such section.

Staff recommends amending SPMC Section 5.5 to specifically include the feeding of such animals. The proposed amendment of SPMC Section 5.5 will incorporate the injunctive relief addressed in SPMC Section 5.20, so amendment of such section to specify feeding in SPMC Section 5.20 is not required.

Penalty Provision

Currently, the penalty for violations of any part of SPMC Chapter 5 “Animals and Fowl” are not handled under the General Penalty provision of section 1.7 which establishes that any violation of the City Code is “punished by a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six months, or by both such fine and imprisonment.”

Instead, SPMC Chapter 5 is specified under Section 1.7A which certain chapters and sections are enumerated as being prosecuted as “infractions”. Under this penalty provision the certain enumerated sections are limited to, “The maximum fine to be imposed for an infraction pursuant to this section shall be \$100.00 or as provided by state law, or as otherwise specified in this Code.”

Staff recommends that the penalty provision be amended to include injunctive relief against someone violating this provision, as is provided under SPMC Section 5.20 for noisy animals, and to specify the penalty as a fine up to one thousand dollars and or six months imprisonment as is the default penalty for other sections of the Code under SPMC Section 1.7.

The proposed draft ordinance includes a penalty provision that reserves SPMC Section 5.5 as a General Penalty provision under SPMC Section 1.7. Should the City Council choose to impose that penalty provision, the proposed ordinance language does not need to be changed.

If the City Council however desires to have the penalty for the unlawful feeding of noisy fowl as an infraction with a \$100 maximum fine, and also include the injunctive relief, then the following language should be substituted as SPMC Section 5.5(b) in the proposed ordinance to allow for injunctive relief to be sought and allow the prosecution under 1.7A:

“(b) Nuisances under this section may be subject to reasonable abatement procedures, consistent with due process of law, or a restraining order or injunction issued by court of competent jurisdiction. The decision of the whether to abate or prosecute a nuisance under this section shall be made on a case-by-case basis by the chief of police or their designee.”

If this latter penalty provision is selected, then the proposed motion would need to state as follows: that the ordinance be “introduced as amended” with the alternative language in the staff report for subsection (b), that Section 2 of the ordinance be removed, and that the remaining sections of the proposed ordinance be renumbered.

Signage

Signage is not required as part of the ordinance. However, for enforcement purposes, it is recommended that signage should be placed in the affected area instructing residents to not feed peafowl in order to aid with education. Locations for the signs at street intersections could include, Via Del Rey at Flores De Oro, Via Del Rey at Camino Del Sol, Alpha Avenue at Camino Lindo, Collis Avenue at Avenue 60, and Monterey Road at Brunswick Avenue. The signs should display the City Municipal Code as a means of enforcement.

Fiscal Impact

The fiscal impact is projected to include the cost of the fabrication and installation of the required signage estimated at approximately \$887.00 per sign. An additional appropriation of \$4,435.00 will need to be allocated from General Fund reserves to Account No. 101-4010-4011-8020-000 Special Department Expense account for the signage with the City Council’s approval.

Alternatives Considered

1. Continue with public efforts on living with peafowl education.

Next Steps

Consider second reading and adoption of the Ordinance at a future City Council Meeting including any requested edits from City Council.

Community Outreach

On August 9, 2022, a public forum was held to provide education and presentation of this Ordinance. The Forum provided educational information and allowed for Public Comment regarding the Ordinance and interaction with the peafowl in residential areas. On August 17, 2022 the City Council provided direction to draft a Peafowl Management Plan and bring back this ordinance concerning feeding of peafowl. On October 5, 2022 the City Council approved the Peafowl Management Plan.

Environmental Analysis

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15061(b)(3) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Attachment:

1. SPMC Section 5.5 and Section 5.20
2. Proposed Ordinance with Amendment

ATTACHMENT 1
South Pasadena Municipal Code Section 5.5
and Section 5.20

5.5 Same—Certain fowl prohibited.

It is hereby declared to be a nuisance and it shall be unlawful for any person to keep, pasture, house or maintain in the city any rooster, gander, peafowl or guinea hen. (Ord. No. 875, § 8; Ord. No. 1170, § 1.)

5.20 Noisy animals and fowl.

The keeping or permitting of any dog, fowl or other animal on any parcel of land within the city limits, the sounds or cries of which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which unreasonably endangers the health, repose, peace or comfort of residents in the area is declared to be a public nuisance.

The sound or cry of any dog, fowl or other animal shall be found to cause discomfort, annoyance or endanger the health, repose, peace or comfort of a reasonable person when three or more complaints from different residents regarding a specific animal or group of animals are received within a period of seven days.

Nuisances under this section may be subject to reasonable abatement procedures, consistent with due process of law, or a restraining order or injunction issued by court of competent jurisdiction. As an alternate to abatement, nuisances under this section may be found to constitute an infraction of the Municipal Code for the first offense, and a misdemeanor for any subsequent offense, under Municipal Code 1.aZ. The decision whether to abate a nuisance under this section shall be made on a case-by-case basis by the chief of police or his/her designee. (Ord. No. 875, § 23; Ord. No. 2031, § 1.)

ATTACHMENT 2
Proposed Ordinance with Amendment

CITY OF SOUTH PASADENA
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING CHAPTER 5.5, "CERTAIN FOWL PROHIBITED"
TO THE SOUTH PASADENA MUNICIPAL CODE AND SECTION 1.7A "SAME-
INFRACTIONS"

WHEREAS, peafowls are not indigenous to California and were introduced to the San Gabriel Valley in the early 1900's;

WHEREAS, as peafowl are not indigenous to California they are considered a nuisance;

WHEREAS, the peafowl flock has no known predators to decrease the flock through natural predation;

WHEREAS, in the City of South Pasadena it is unlawful to maintain any rooster, gander, peafowl or guinea hen within residential property;

WHEREAS, providing habitat and feeding of peafowl in the City of South Pasadena has enabled the peafowl to increase in number;

WHEREAS, on September 1, 2021, the Los Angeles Board of County Supervisors passed an ordinance to prohibit the feeding of peafowl in unincorporated areas of Los Angeles County as a misdemeanor violation;

WHEREAS, on August 17, 2022, the City Council directed the creation of a Peafowl Management Plan and the return of an ordinance to prohibit feeding of peafowl within the City of South Pasadena; and

WHEREAS, the City of South Pasadena does hereby desire to shall enact an ordinance to prohibit the feeding of peafowl and establish the penalty therefor under as an infraction in the South Pasadena Municipal Code;

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

SECTION 1. ~~5.5 (a.) CERTAIN FOWL~~ Section 5.5 of the is added to the South Pasadena Municipal Code is amended in its entirety to read as follows:

5.5 Same – Certain fowl prohibited

(a) It is hereby declared to be a nuisance and it shall be unlawful for any person to feed, provide food, keep, pasture, house or maintain in the city any rooster, gander, peafowl or guinea hen.

(b) Violations of this section shall be punished by a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Nuisances under this section may be subject to reasonable abatement procedures, consistent with due process of law, or a restraining order or injunction issued by court of competent jurisdiction. The decision of the whether to abate or prosecute a nuisance under this section shall be made on a case-by-case basis by the chief of police or their designee.—

~~**It shall be unlawful for any person to willfully feed or in any manner provide food for one or more peafowl.**~~

~~**SECTION 1. Penalty.** Any violation of this section will be considered an infraction and fined progressively. The first violation will result in a \$25.00 fine, the second violation will result in a \$50.00 fine, and the third and subsequent violations will result in a \$100.00 per incident fine.~~

~~**SECTION 2.** Section 1.7A of the South Pasadena Municipal Code is amended to read as follows:~~

1.7A Same--Infractions

Pursuant to the provisions of Section 36900 of the California Government Code, the first violation by any person of any of the following provisions of the South Pasadena Municipal Code shall be deemed “infractions” while any subsequent violations shall be deemed a “misdemeanor”:

Chapters:

3. Advertising

5. Animals and Fowl, except section 5.5

Sections:

16.2, 16.5. Control of dumping trash

16.3. Trash to be in container

16.4. Burning rubbish or debris

[16.18.7 Trash can location](#)

[18.20.7 Operating without a city business license](#)

[19.20.7 Truck routes generally](#)

[19.21.7 Heavy truck on Pasadena Freeway](#)

...

[The maximum fine to be imposed for an infraction pursuant to this section shall be \\$100.00 or as provided by state law, or as otherwise specified in this Code.](#)

SECTION 32. CEQA. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 43. Effective Date. This ordinance shall take effect thirty (30) days after its final passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 16~~17~~th day of November~~August~~, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Desiree Jimenez~~Christina A. Muñoz~~
Deputy, CMC
Chief City Clerk

Andrew L. Jared, City Attorney



City Council Agenda Report

ITEM NO. 16

DATE: November 2, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director

SUBJECT: **Update on SB 381 and Authorize the City Manager to Execute a Second Contract Amendment with CivicStone, LLC. for a New Not-To-Exceed amount of \$105,850**

Recommendation

It is Recommended that the City Council:

1. Receive an update on the SB 381 Implementation; and
2. Authorize the City Manager to execute a Second Amendment to the CivicStone, LLC Professional Services Agreement (PSA) for additional scope of work in related to affordable housing consulting services in the amount of \$25,000 for a new total not-to-exceed contract amount of \$105,850.

Background

SB 381 Implementation

Following the elimination of the SR-710 freeway alternative, the California Department of Transportation (Caltrans) deemed sixty-eight (68) properties purchased for the freeway as surplus, and developed an Affordable Sales Program to sell the surplus properties.

On September 28, 2021, Governor Newsom signed Senate Bill 381 (SB 381) into law. The SB 381 regulations were finalized in Spring 2022. The law gives the City priority to purchase the unoccupied properties at the price paid by the Caltrans for the original acquisition not adjusted for inflation. Additionally, the law would allow the City to sell the unoccupied historic properties at fair market value, with the requirement to use the proceeds to create affordable housing units at a ratio of three to one (3:1).

In December 2021, the City Council established an SB 381 Ad-Hoc Implementation Committee consisting of Mayor Pro Tem Jon Primuth and Councilmember Jack Donovan. On April 20, 2022, the City Council authorized staff to release a Request for Proposals (RFP) for inspection and repair estimates for the unoccupied Caltrans surplus homes. The City Council also directed staff to release of a Request for Qualifications (RFQ) for a Housing Related Entity (HRE) and potential Community Land Trust (CLT) consultant.

City Sales Process

Pursuant to SB 381, Caltrans has begun offering surplus properties for sale in phases. On June 30, 2022, the City received a solicitation letter from Caltrans soliciting the City's interest in purchasing 20 unoccupied properties. The City responded in writing and expressed non-binding interest in purchasing all unoccupied properties. At this time, the City is awaiting the purchase and sale agreements from Caltrans. Per SB 381, the City will have 60 days from the receipt of the agreements to execute and return the agreements to Caltrans. The City must close escrow within 120 days of the sales agreements' execution.

During the month of June 2022, staff released a request for proposals soliciting inspection services and repair estimates. At the July 20, 2022 City Council Meeting, the City Council approved a professional services agreement with a vendor. Staff and the selected vendor were not able to finalize the agreement. Staff and consultant then solicited a new vendor through a direct solicitation process. The award of contract was issued to the new vendor for inspection services on October 5, 2022.

The estimated cost of repairs will provide critical information for the City's consideration of the properties for purchase and the options for disposition of the properties under SB 381, including whether to sell to an income qualified buyer or to rent the home at affordable levels to an income qualified household. If the home is historic, the cost of repairs will inform the City's policy decisions on whether to sell at market price, and use the sale proceeds to create additional affordable housing within the City.

The scope of repairs and estimated cost of repairs may also provide the City a better negotiating position when selling any historic property at market rate to a buyer. Instead of relying upon a market-rate buyer to provide their own repair estimate which could potentially be biased toward the buyer's interest of a reduced sales price, the City can pay a small amount now and ensure the historic property is sold at a fair and reasonable price and maximize the amount available to the City to create three additional affordable units, as required per SB 381.

At the July 20, 2022 City Council Meeting the Council also approved a memorandum of understanding (MOU) with the South Pasadena Preservation Foundation (SPPF) to inspect and evaluate the historic unoccupied surplus Caltrans properties, and to identify the character-defining features. The SPPF evaluation of the historic unoccupied properties will serve as an additional layer of information and complimentary to the inspection reports and cost of repair estimates.

Caltrans Tenant Sales Process

On July 8, 2022, Caltrans sent an informational letter (Attachment 1) to tenants regarding the sales process. The letter informed tenants that Veterans Realty Group (VRG) was contracted to assist in the administration of the Sales Program and that VRG would also be providing tenants various services including home buyer advisory assistance, home

loan counseling, home buyer education workshops, and coordination of purchase transactions through the close of escrow.

On August 15, 2022, City staff held a phone meeting with VRG to learn about VRG and understand the services available to South Pasadena Caltrans tenants. VRG has been in business over twenty years, they are a full-service real estate firm whose owner/broker is a veteran, and VRG was previously contracted by Caltrans for the Phase I Surplus Property Sales in 2016. The main goal of VRG is to act as real estate agent for Caltrans and assist tenants with the sale process for both affordable and fair market buyers.

If a tenant submits a package as an affordable buyer but does not qualify, that tenant will have the option to reapply as a fair market buyer. If the tenant does not qualify or chooses not to purchase the property, the City will have the ability to purchase and ensure the tenant has the ability to stay in the home as a renter at either fair market rent or affordable rent, depending upon household income. If the City does not purchase, the property will be sold at public auction, the tenant may be required to move, but will be provided with relocation assistance by Caltrans.

In September 2022, the first batch of solicitation letters was sent to tenants in the entire corridor including El Sereno, Pasadena, and South Pasadena with longest tenancy (Attachment 2). The solicitation letters are being sent out every three to four weeks based on tenancy. Similar to when the City received the solicitation letter from Caltrans on June 30th, tenants have 30 days to respond and confirm their interest in purchasing the property. If the response form is not submitted to Caltrans, the tenant waives their right to purchase the property (Attachment 3). At the time of the writing of this staff report only two South Pasadena tenants have received the solicitation letter.

Communication and Community Outreach

Recently, there were two trespassing situations by potential squatters which has resulted in many residents and tenants to contact the City to express concern regarding the Caltrans Surplus Properties. On September 12, 2022, the City Manager's Office hosted a community listening session in the South Pasadena Council Chambers. Issues such as security, maintenance, sales, and general communication from Caltrans were reported. The outcome of the meeting resulted in the City providing updated contact information to residents including information on the new security company. Additionally, on September 27, 2022, an internal City and partner agency meeting including Caltrans District 7 staff, California Highway Patrol Officers, and a representative from Senator Portantino's Office met with City staff and SB 381 Ad-Hoc Committee Members to discuss communication and coordination in assisting tenants and residents.

The City Manager's Office, Community Development Department, and Caltrans have planned another community listening session on a larger scale. The meeting is planned for Thursday, November 3, 2022 from 5:00 p.m. to 7:00 p.m. at the South Pasadena Masonic Lodge. Caltrans and City staff are updating the Frequently Asked Questions and

preparing handouts for residents to ensure accurate, up-to-date information is disseminated at the meeting.

Analysis

The need to solicit another inspection company required additional time and service from the City's contracted consultant, CivicStone. Researching and directly contacting potential vendors added additional unanticipated costs to the budget during the months of August and September. Additionally, the utilities have proven to be challenging. Coordinating between Caltrans, Southern California Edison (SCE), The Gas Company, and the City's Water Division has required significant time by CivicStone. For example, since service has been de-activated for a prolonged period of time, it is a longer process than simply re-energizing or turning on the meters. For electrical service, SCE requires that a field verification is completed by the customer (Caltrans) or customer representative to ensure that each location has not been vandalized. SCE is responsible up to the meter and any hazard beyond the electrical panel should be verified before the property can be energized. CivicStone has also helped to coordinate with the City Water Division.

The CivicStone contract has a budget of \$80,850 and to-date, the City has paid \$77,227.50. Staff recently received an invoice for services provided in September in the amount of \$5,637.50 and has yet to receive the October invoice. Staff recommends a second contract amendment in the amount of \$25,000 to have sufficient funds to pay the September and October invoices as well as to continue to coordinate with Caltrans and the inspections vendor to ensure the inspections are completed and that reports with repair estimates are submitted to the City in a timely manner. Additionally, it would be beneficial for CivicStone to dedicate time to train the new Senior Management Analyst and Community Development Deputy Director as well as to continue to attend SB 381 Ad-Hoc Implementation Committee meetings to present the financial analysis.

Following is the proposed scope of work related to this funding request:

1. Cover the cost of work requested in the last two months outside the previous contract scope of work (prepared a modified Request for Bid document, researched and conducted direct solicitation of inspection companies, reviewed all proposals, responded to emails and phone calls to clarify proposals from inspection vendors, coordinated with utility companies, and attended additional meetings/calls with Caltrans and City staff regarding inspection services).
2. Attend at least two unoccupied standard homes and two unoccupied historic homes inspections with the City's contracted vendor for inspections services, City staff and SPPF, to set expectations on quality of inspections, scope of repairs, and cost estimates. Be available to inspection vendor and City staff to discuss inspection issues/answer questions during remaining inspections. Ensure inspections are completed and reports are submitted to the City on a timely basis.
3. Prepare reports for, present findings related to the inspections and financial portfolio analysis, and attend:
 - a. Up to Three SB 381 Ad-Hoc Implementation Committee Meetings;

- b. One Community Meeting; and
 - c. One City Council Meeting.
4. Provide up to fifteen hours of transitional training and updates to new Community Development staff including Senior Management Analyst for Housing Programs and Deputy Director and status update meetings with Caltrans management and City staff.

Staff recommends, the aforementioned scope of work to be at a budget increase of \$25,000 for a total not-to-exceed amount of \$105,850.

Next Steps

As previously mentioned, a Community Meeting is scheduled for November 3, 2022 at the South Pasadena Masonic Lodge to ensure residents continue to have an opportunity to express concern to the City and partner agencies and receive up-to-date information on Caltrans surplus properties sales process.

In regards to the inspections, CivicStone will ensure all unoccupied properties are ready for inspections, ensure the inspection vendor finishes the inspections and provides the City the full report including the repair estimates for each property. Once, this information is received, CivicStone will proceed with finalizing the financial model and present the financial analysis to the SB 381 Ad-Hoc Implementation Committee and City Council. Additionally, the City shall proceed with releasing a Request for Qualifications or Request for Proposals for a Housing Related Entity and Community Land Trust consultant.

Alternative Recommendation

At this time, CivicStone has expired their existing approved budget, and there are outstanding invoices for approved work for September and October 2022. Should Council want to pursue an alternative in working to train and utilize new incoming staff in these roles, staff can return with a separate item on the budget request to complete payments to CivicStone. Please note, that a transition to new incoming staff will have an impact to the momentum and timelines of the work at hand.

Fiscal Impact

The amendment to the CivicStone, LLC PSA includes a request for an additional \$25,000 for a new total not-to-exceed contract amount of \$105,850. Funding for the contract amendment is available in the Fiscal Year 2022-2023 Community Development Department Contract Services Budget Account No. 101-7010-7011-8170-000.

Attachments:

1. Caltrans VRG Introduction Letter, July 8, 2022
2. Tenant Notice of Solicitation Letter (CT-200_Notice of Solicitation)
3. Tenant Written Response to Notice of Solicitation
4. Professional Services Agreement (PSA) with CivicStone, LLC
5. CivicStone, LLC PSA 1st Amendment
6. Proposed CivicStone, LLC PSA 2nd Amendment

ATTACHMENT 1
Caltrans VRG Introduction Letter, July 8, 2022

California Department of Transportation

DISTRICT 7 RIGHT OF WAY DIVISION
100 S. Main Street, Los Angeles, CA 90012
(213) 897-1901 | FAX (213) 897-8902
www.dot.ca.gov



July 8, 2022

Dear Caltrans' Tenant:

The California Department of Transportation (Caltrans) has selected Veterans Realty Group (VRG) to assist in the administration of the State Route (SR) 710 Sales Program. VRG previously provided real estate management and consulting services for Phase 1 sales. VRG will provide current tenants various services including home buyer advisory assistance, home loan counseling, home buyer education workshops, and coordination of purchase transactions through the close of escrow.

Caltrans plans on offering properties for sale as soon as this summer. You can expect to receive a letter from VRG in the coming weeks with more details regarding the opportunity to purchase your home as well as information regarding a loan product that may be available through the California Housing Finance Agency. An acceptable credit score and a history of on-time rental payments may be needed to qualify for a purchase loan/mortgage. Caltrans encourages you to contact VRG as soon as possible to discuss your financial status and rental history. VRG can offer strategies to help you qualify for a mortgage loan.

VRG will be your primary contact, and we encourage you to contact them with any questions you have regarding the SR 710 Sales Program. VRG can be reached at (951) 444-7360 Monday through Friday, 9:00 a.m. to 5:00 p.m., and Saturday, 9:00 a.m. to 1:00 p.m.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Edward Francis'.

Edward Francis

Deputy District Director of Right of Way

California Department of Transportation

DISTRICT 7 RIGHT OF WAY DIVISION
100 S. Main Street, Los Angeles, CA 90012
(213) 897-1901 | FAX (213) 897-8902
www.dot.ca.gov



Julio 8, 2022

Querido inquilino de Caltrans,

El Departamento de Transporte de California (Caltrans) ha seleccionado a Veterans Realty Group (VRG) para ayudar en la administración del Programa de Ventas de la Ruta Estatal (SR) 710. VRG anteriormente proporcionó servicios de gestión y consultoría de bienes raíces para las ventas de la Fase 1. VRG proporcionará a los inquilinos actuales varios servicios, incluida la asistencia de asesoramiento al comprador de viviendas, asesoramiento sobre préstamos hipotecarios, talleres de educación para compradores de viviendas y coordinación de transacciones de compra hasta el cierre del depósito en garantía.

Caltrans planea ofrecer propiedades en venta tan pronto como este verano. Puede esperar recibir una carta de VRG en las próximas semanas con más detalles sobre la oportunidad de comprar su casa, así como información sobre un producto de préstamo que puede estar disponible a través de la Agencia de Financiamiento de Vivienda de California. Es posible que se necesite un puntaje de crédito aceptable y un historial de pagos de alquiler a tiempo para calificar para un préstamo / hipoteca de compra. Caltrans lo alienta a comunicarse con VRG lo antes posible para discutir su estado financiero e historial de alquiler. VRG puede ofrecer estrategias para ayudarlo a calificar para un préstamo hipotecario.

VRG será su contacto principal, y lo alentamos a que se comuniquen con ellos con cualquier pregunta que tenga con respecto al Programa de Ventas SR 710. Puede comunicarse con VRG al (951) 444 7360 de lunes a viernes, de 9:00 a.m. a 5:00 p.m., y los sábados, de 9:00 a.m. a 1:00 p.m.

Sinceramente,

A handwritten signature in blue ink, appearing to read 'Edward Francis'.

Edward Francis

Deputy District Director of Right of Way

ATTACHMENT 2
Tenant Notice of Solicitation Letter
(CT-200 _Notice of Solicitation)

DISTRICT	COUNTY	ROUTE	LOCATION	NUMBER

NOTICE OF SOLICITATION

This Notice of Solicitation, dated _____, is provided by the

CALIFORNIA DEPARTMENT OF TRANSPORTATION
 100 South Main Street
 Los Angeles, CA 90012

(Insert name Tenant)

This document is provided pursuant to section 1478(a) of the State Route (SR) 710 Sales Program regulations. (Title 21, California Code of Regulations, sections 1479 through 1491.) Section 1478 requires Caltrans to send a letter to Occupants, Tenants, and former Tenants of Surplus Residential Properties and ask if they have interest in buying the properties in which they live, or in the case of former Tenants, the properties in which they used to live.

Included with this document is a form. The first step to being eligible to purchase a property under the SR 710 Sales Program is to fill out the included form and return it to Caltrans, as directed. (21 CCR § 1478.) Any Occupant, Tenant, or former Tenant who fails to return the form will have waived any opportunity to purchase at Priorities 0, 1, 2, 6 and 7. (21 CCR § 1478(g).) Those priorities are:

- Priority 0: Single-Family Residence to current Occupant(s) who is/are the former owner(s) of the property. (21 CCR § 1480.)
- Priorities 1 & 2: Single-Family Residence to current Occupant(s) at an Affordable Price or at Fair Market Value. (21 CCR § 1481 & 1482.)
- Priority 6: Surplus Residential Properties, which includes both Single-Family Residence and multifamily residences, to current Tenant(s) at Fair Market Value. (21 CCR § 1486.)
- Priority 7: Surplus Residential Properties to former Tenant(s) at Fair Market Value.

NOTICE OF SOLICITATION (Cont.)

Page 2 of 2

If you are interested in purchasing a property under the SR 710 Sales Program, you must fill out the attached form and return it to Caltrans within 30 days of the postmarked date on this Notice. You do not need to know which priority you may be eligible for to fill out the form and return it. Caltrans and Veterans Realty Group (VRG) will assist you in determining your eligibility and exploring your purchase options later in the sales process.

The address of the property for which you may be eligible to purchase is:

[Address of Surplus Residential Property]

Again, if you are interested in purchasing the property identified immediately above, please fill out the attached form and return it to Caltrans. If the form is incomplete or returned late, then you have waived your opportunity to purchase the property as an Occupant, Tenant, or former Tenant. (21 CCR § 1478(g).)

If you have any questions regarding this Notice or regarding how to fill out the form, please contact VRG at (951) 444-7360 Monday through Friday, 9:00 a.m. to 5:00 p.m., and Saturday, 9:00 a.m. to 1:00 p.m.

ATTACHMENT 3
Tenant Written Response to Notice of
Solicitation

Written Response to Notice of Solicitation

MANDATORY

Pursuant to 21 CCR § 1478(d), the information in this box is MANDATORY for a complete response to Caltrans' Notice of Solicitation. Pursuant to 21 CCR § 1478(g), failure to provide the information requested in this box constitutes a waiver of the opportunity to purchase. If you have no interest in purchasing the Surplus Residential Property identified in the Notice of Solicitation, then no further action is required, and this form need not be completed or returned. If you are not sure if you want to purchase, you can fill out and return this form to preserve your opportunity to purchase. Filling out this form does not obligate you to purchase.

This form must be sent to Caltrans by either email or mail. If by email, then the email must be sent no later than 30 calendar days after the postmarked date on the Notice of Solicitation, and it must be sent to:

SR710@dot.ca.gov

If sent by mail, it must be postmarked no later than 30 calendar days after the postmarked date of the Notice of Solicitation, and it must be mailed to:

Department of Transportation
Right of Way Division – SR710
100 South Main Street, MS 6
Los Angeles, CA 90012

Names of every Occupant, Tenant, or former Tenant who is providing this response:

Mailing Address for the Occupant(s), Tenant(s), and former Tenant(s) identified above:

The address of the Surplus Residential Property the Occupant(s), Tenant(s), or former Tenant(s) wants to purchase [identified in the Notice of Solicitation]:

OPTIONAL

The information on this page is optional. You may choose to provide or not provide the information requested on page without any impact on your opportunity to purchase.

Phone Number: _____

Email: _____

If you have any questions about this form or how to fill it out, please contact [INSERT NAME] at [PHONE NUMBER].

ATTACHMENT 4
Professional Services Agreement (PSA)
with CivicStone, LLC

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / CivicStone, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and CivicStone, LLC a professional housing consultant.

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant:

CivicStone, LLC proposes to perform the work needed for the City of South Pasadena (City) to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy. This effort will involve properties within the City that were acquired by the California Department of Transportation (Department) in conjunction with the now terminated attempt to extend the SR 710 freeway.

The purpose of this proposal and strategy is to work on legislation and Department approval to allow the City to determine and manage the outcome of surplus property disposition. The City’s acquisition strategy will incorporate both the Roberti Act and Affordable Sales Program requirements and explore changes in legislation to help the City implement an effective and expeditious strategy.

The City’s objectives in this effort include the following:

1. Create priority purchase opportunity for ALL current tenants.
2. Implement a plan with community input more expeditiously.
3. Negotiate best possible acquisition price and terms.
4. Restore and maintain historic properties.
5. Renovate unoccupied properties.
6. Build new residences on vacant properties.
7. Maintain and manage properties in a manner that enhances the community.

The strategy will ensure that performance metrics are incorporated to measure outcomes.

SCOPE OF SERVICES

CivicStone, LLC will perform the following tasks in a two-step process. These are the tasks anticipated at the present time and include but not limited to the following:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Property Due Diligence

1. Participate in various calls/meetings with City Staff, City Elected Officials, Community Stakeholders, and the Department to assess, explore and prepare the City’s surplus property strategy and draft legislation.
2. Coordinate with the Department and the City to review, inventory and map the occupancy status, property profile details, zoning, acquisition pricing, historic status, housing type, and affordable housing value of all applicable surplus properties in the City.
3. Prepare and participate in various City Council Meetings, Staff Meetings, Community Meetings, and meetings with the Department and others, at the request of the City.
4. Work collaboratively with the City and Senator Portantino’s office to create and follow through on a City sponsored legislative bill proposal.
5. Negotiate and manage a Department initial Memorandum of Understanding and/or Purchase and Sale Agreement.
6. Coordinate with the Department and the City to inspect the interior and exterior of all applicable surplus properties in the City to determine the condition and repair estimate. Repair estimates will not only address health and safety issues but also achieve a higher standard. The strategy will include different standards and process for designated historic properties and will incorporate feedback from the South Pasadena Preservation Foundation. Property condition and repair estimate reports will be provided by the City and/or a third-party inspection company.
7. Explore funding sources and prepare the funding strategy portfolio analysis for the acquisition, rehabilitation, operation, and maintenance of all unoccupied/vacant properties.

All work will be City approved in advance and with a not to exceed amount as follows:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Property Due Diligence

Total not to exceed amount of \$75,000.00

- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **March 29, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Sean Joyce, Interim City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates and approved reimbursement expenses and excluded expenses are set forth in Consultant's **March 29, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference. This 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 One Hundred and Eighty Thousand Dollars (\$75,000).
- 3.5. "Commencement Date": [April 22, 2021].
- 3.6. "Termination Date": [June 30, 2022]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 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. Adam B. Eliason, Principal shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. 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 A. 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. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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

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

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$1,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation: (Not Applicable – CivicStone, LLC has no employees)
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured.

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

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

Sean Joyce, Interim City Manager
City of South Pasadena
Management Services
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7210
Facsimile: (626) 403-7241

If to Consultant

Adam Eliason, Principal
1 League #62335
Irvine, CA 92602
Telephone: 909-706-7193

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC

790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to

the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from 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

[The body of the document contains several lines of text that are extremely faint and illegible due to low contrast and scan quality. The text appears to be organized into paragraphs, but the specific content cannot be discerned.]

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

By: Sean Joyce
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 5/20/2021

“Consultant”
CivicStone, LLC

By: Adam Eliason
Signature

Printed: Adam B. Eliason

Title: Principal

Date: 5/20/2021

Attest:

By: Lucie Colombo
Signature

Lucie Colombo, CMC, CPMC
City Clerk

Date: 6/2/2021

Approved as to form:

By: Teresa Highsmith
Signature

Teresa L. Highsmith, City Attorney

Date: 5/20/2021

Exhibit A

CivicStone Proposal Dated March 29, 2021



March 29, 2021

Mr. Sean Joyce
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

RE: PROPOSAL FOR CONSULTING SERVICES

Dear Mr. Joyce:

CivicStone, LLC proposes to perform the work needed for the City of South Pasadena (City) to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy. This effort will involve properties within the City that were acquired by the California Department of Transportation (Department) in conjunction with the now terminated attempt to extend the SR 710 freeway.

The purpose of this proposal and strategy is to work on legislation and Department approval to allow the City to determine and manage the outcome of surplus property disposition. The City's acquisition strategy will incorporate both the Roberti Act and Affordable Sales Program requirements and explore changes in legislation to help the City implement an effective and expeditious strategy.

The City's objectives in this effort include the following:

1. Create priority purchase opportunity for ALL current tenants.
2. Implement a plan with community input more expeditiously.
3. Negotiate best possible acquisition price and terms.
4. Restore and maintain historic properties.
5. Renovate unoccupied properties.
6. Build new residences on vacant properties.
7. Maintain and manage properties in a manner that enhances the community.



The strategy will ensure that performance metrics are incorporated to measure outcomes. Covenants, conditions, and restrictions will be recorded on each property to ensure standards for property maintenance and tenant/buyer selection/enforcement.

This proposal delineates Qualifications, the anticipated Scope of Work, and Fees related to the consulting and administrative support services needed to reach a consensus from the City and the Department on the disposition of surplus properties.

I am excited to be considered to represent the City once again in this collaborative approach that allows the City to have a direct impact on the destiny of this seemingly last phase of a long and challenging process.

If you have any questions about this proposal, please contact me at 909.706.7193.

Sincerely,


Adam B. Eliason | Mar 30, 2021 15:57 MDT |

Adam B. Eliason
Principal
CivicStone, LLC



QUALIFICATIONS



As Principal of CivicStone, Adam Eliason’s experience as an affordable housing consultant began in 1998 and has included clients in 18 cities, the County of Orange and 7 non-profits, with several lasting many years. It was almost 20 years ago that Mr. Eliason was the consultant for the City of South Pasadena on previous efforts regarding the Caltrans surplus property issues.

Mr. Eliason’s background and education includes architecture, real estate finance, real estate development, and a master’s degree in public administration. He has worked in both the public and private housing sector.

Over the years Mr. Eliason has developed and administered affordable housing programs and projects, served as Executive Director for an Inland Empire JPA related to a lease to own program, performed real estate market analysis for redevelopment agencies, prepared presentations on city affordable housing efforts, prepared several successful grants for non-profit affordable housing agencies, and completed award winning city housing strategies.

During two previous foreclosure cycles in the region, CivicStone was hired by six cities to manage an acquisition, rehabilitation, and resale program of blighted foreclosure properties. This effort resulted in over 1,200 properties being improved to high quality standards and sold to 1st time home buyers.

After completing the City of Irvine Housing Strategy in 2005, Mr. Eliason carried out the City initiated organizational startup of the Irvine Community Land Trust (ICLT) in 2006. Since then, Mr. Eliason has continued as Deputy Director for the ICLT and helped create 475 units of permanent affordable ownership and rental housing units including many for various special needs populations.

Most recently, Mr. Eliason was hired by the City of Costa Mesa to assist in the acquisition and consulting for a temporary and permanent Homeless Emergency Shelter. He is currently working with a Joint Powers Authority of 23 Orange County cities and the County of Orange. The Orange County Housing Finance Trust provides financing for the development of affordable and permanent supportive housing.

Mr. Eliason is a licensed real estate broker and served as Planning Commissioner for the City of Chino Hills for 17 years.



SCOPE OF SERVICES

CivicStone, LLC will perform the following tasks in a two-step process. These are the tasks anticipated at the present time and include but not limited to the following:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Land Due Diligence

1. Participate in various calls/meetings with City Staff, City Elected Officials, Community Stakeholders, and the Department to assess, explore and prepare the City's surplus property strategy and draft legislation.
2. Coordinate with the Department and the City to review, inventory and map the occupancy status, property profile details, zoning, acquisition pricing, historic status, housing type, and affordable housing value of all applicable surplus properties in the City.
3. Prepare and participate in various City Council Meetings, Staff Meetings, Community Meetings, and meetings with the Department and others, at the request of the City.
4. Work collaboratively with the City and Senator Portantino's office to create and follow through on a City sponsored legislative bill proposal.
5. Negotiate and manage a Department initial Memorandum of Understanding and/or Purchase and Sale Agreement.
6. Coordinate with the Department and the City to inspect the interior and exterior of all applicable surplus properties in the City to determine the condition and repair estimate. Repair estimates will not only address health and safety issues but also achieve a higher standard. The strategy will include different standards and process for designated historic properties and will incorporate feedback from the South Pasadena Preservation Foundation. Property condition and repair estimate reports will be provided by the City and/or a third-party inspection company.
7. Explore funding sources and prepare the funding strategy portfolio analysis for the acquisition, rehabilitation, operation, and maintenance of all unoccupied/vacant properties.



Step 2 – Funding, Closing Unoccupied/Vacant Land and Formation of Ownership Entity

(Not a part of this proposal. Scope of Work to be determined and approved by Council in the future)

Step 3 – Due Diligence, Funding, Closing Occupied Multi-Family and Single-Family residences.

(Not a part of this proposal. Scope of Work to be determined and approved by Council in the Future)

FEES

Based upon the Scope of Work outlined in this proposal, it is difficult to estimate the amount of time needed for various meetings and work requested to fulfill this assignment. Therefore, all work will be City approved in advance and with a not to exceed amount as follows:

Step 1 – Legislation, Plan Approval, & Unoccupied/Vacant Property Due Diligence

Total contract amount for this proposal not to exceed \$75,000.

- Mr. Eliason’s Billing Rate is \$195 per hour.
- Project Manager Billing Rate is \$155 per hour.
 - Grant Henninger, Sub-Consultant
- Executive Assistant Billing Rate is \$85 per hour.
 - Kerri Taylor, Sub-Consultant

City-approved travel expenses for mileage (IRS approved rate), airfare, lodging, car rental/ride share, car rental gas, toll expenses, airport parking fees, and conference/meeting fees will be paid on a reimbursement basis with receipts attached to monthly invoice. Office expenses such as messenger services, copy service, notary, overnight shipping/express mail costs, will be paid on a reimbursement basis with receipts attached to monthly invoice.

Monthly invoices identify line-item description of tasks completed to date, time expended and the hourly rate. Monthly invoices shall be paid by the City within 30 days of receipt of invoice.



Not included:

- Legal fees and other costs for community-based entity formation.
- Third-party property inspection reports
- Third-party cost estimating reports.
- Appraisals, title, escrow fees and all other closing costs.






South Pasadena Step 1 Proposal and Scope of Work 03302021

Final Audit Report

2021-03-30

Created:	2021-03-30
By:	ADAM ELIASON (adam@civicstone.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbOW6gkVm6DsuRAGMmRcRyOJo9RI4MT17

"South Pasadena Step 1 Proposal and Scope of Work 03302021" History

-  Document created by ADAM ELIASON (adam@civicstone.com)
2021-03-30 - 9:56:07 PM GMT - IP address: 74.81.247.168
-  Document emailed to Adam B. Eliason (aeliason@ochft.org) for signature
2021-03-30 - 9:56:25 PM GMT
-  Email viewed by Adam B. Eliason (aeliason@ochft.org)
2021-03-30 - 9:56:46 PM GMT - IP address: 74.81.247.168
-  Document e-signed by Adam B. Eliason (aeliason@ochft.org)
Signature Date: 2021-03-30 - 9:57:03 PM GMT - Time Source: server - IP address: 74.81.247.168
-  Agreement completed.
2021-03-30 - 9:57:03 PM GMT



ATTACHMENT 5
CivicStone, LLC PSA
1st Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 20^h day of April, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and CivicStone, LLC. (“Consultant”).

RECITALS

WHEREAS, on March 29, 2021, the City Council authorized the City Manager to execute a contract with CivicStone, LLC to perform the work needed for the City of South Pasadena to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy;

WHEREAS, the Term of the Agreement is through June 30, 2022, with the option to extend upon written agreement of the parties;

WHEREAS, the City and Consultant desire to amend the Scope of Services to incorporate the preparation and coordination for Council approval of the Request For Qualification for Housing Related Entities (HRE) and extend the contract term.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PARAGRAPH 3.1 “Scope of Services” is amended by amending the Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and cost payable to Consultant by the City under this agreement. The Maximum Amount under this Agreement is Eighty-Thousand and Eight Hundred and Fifty Dollars (\$80,850), which is comprised of Seventy-Five Thousand Dollars (\$75,000) for the original Scope of Services; and Five-Thousand and Eight Hundred and Fifty Dollars (\$5,850) for the additional scope of work to incorporate additional analysis.
3. PARAGRAPH 3.6 “Termination Date” is amended to read as follows: Until project completion.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”

City of South Pasadena

By: DocuSigned by:
Armine Chaparyan
B6E60358A0E24D7
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 5/26/2022

“Consultant”

CivicStone, LLC

By: DocuSigned by:
Adam Eliason
ACCC731183E0431...
Signature

Printed: Adam B. Eliason

Title: Principal

Date: 5/13/2022

Attest:

By: DocuSigned by:
Christina Muñoz
8C28A8A8E9B44A7...
Christina Muñoz, Deputy City Clerk

Date: 5/26/2022

Approved as to form:

By: DocuSigned by:
Andrew Jared
0E96AF29902B451...
Andrew Jared, City Attorney

Date: 5/13/2022

Exhibit 1
Additional Scope of Services

Upon direction by the City, CivicStone, LLC shall prepare and coordinate for Council approval the Request for Qualifications to hire a Housing Related Entity (HRE) regarding the sales and disposition of the Caltrans surplus properties.

The not to exceed amount for this amended service shall be \$5,850.

ATTACHMENT 6
Proposed CivicStone, LLC PSA
2nd Amendment

SECOND AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 2nd day of November, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and CivicStone, LLC. (“Consultant”).

RECITALS

WHEREAS, on March 29, 2021, the City Council authorized the City Manager to execute a contract with CivicStone, LLC to perform the work needed for the City of South Pasadena to determine, prepare, and implement a surplus property acquisition and rehabilitation strategy;

WHEREAS, on April 20, 2022, the City Council authorized the City Manager to execute the First Amendment with CivicStone, LLC to release a request for proposals for inspections services and a request for qualifications for a Housing Related Entities (HRE) and Community Land Trust consultant;

WHEREAS, on April 20, 2022, the contract term was extended until completion of the project;

WHEREAS, the City and Consultant desire to amend the Scope of Services to ensure inspection services are completed, attend meetings, prepare reports, and present financial analysis to SB 381 Ad-Hoc Implementation Committee and City Council, and provide transitional training to new staff in Community Development.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PARAGRAPH 3.1 “Scope of Services” is amended by amending the Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.4 “Maximum Amount” is amended to read as follows: The highest total compensation and cost payable to Consultant by the City under this agreement. The Maximum Amount under this Agreement is One Thousand Five and Eight Hundred Fifty Dollars (\$105,850), which is comprised of Seventy-Five Thousand Dollars (\$75,000) for the original Scope of Services; Five-Thousand and Eight Hundred and Fifty Dollars (\$5,850) for first amendment and Twenty-five Thousand for the second amendment.
3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“Consultant”
CivicStone, LLC

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: Adam B. Eliason

Title: City Manager

Title: Principal

Date: _____

Date: _____

Attest:

By: _____
Desiree Jimenez, Chief City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Exhibit 1
Additional Scope of Services

Upon direction by the City, CivicStone, LLC shall:

1. Attend two unoccupied standard home inspections and two unoccupied historic home inspections with the City's contracted vendor for inspections services and repair estimates, City staff and South Pasadena Preservation Foundation, to set expectations on quality and scope of repairs. Be available to inspection vendor and the City to discuss inspection issues/answer questions during remaining inspections. Ensure inspections are completed and reports are submitted to the City on a timely basis.
2. (a) Prepare reports/presentations and attend up to three Ad-Hoc Committee Meetings; (b) One Community Meeting; and (c) One Council Meeting to review and present findings related to the inspections, financial portfolio analysis, and affordable housing partner RFQ/RFP review, recommendation, and report.
3. Provide up to fifteen hours of transitional training and updates to new staff including Senior Management Analyst for Housing Programs and Deputy Director and status update meetings with Caltrans management.

The not-to-exceed amount for this amended service shall be \$25,000 for a total not-to-exceed contract amount of \$105,850.