

CITY OF SOUTH PASADENA CITY COUNCIL

## AGENDA

#### SPECIAL MEETING CLOSED SESSION

## WEDNESDAY, OCTOBER 19, 2022 4:30 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 <u>12:00 p.m</u>. 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=aEFuSGszQ2I5WjJkemIoTms0RTIVUT09 or
- 3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

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

#### **PUBLIC COMMENT**

#### CLOSED SESSION AGENDA ITEMS

#### A. REAL CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

- 1. Owen Cliff Snider v. City of South Pasadena, (UPC Case No. LA-CE-1180-M)
- 2. City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)
- 3. Forbes v. City of South Pasadena (LASC Case No. 22STCV30042)

## B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

- Property Address: 920 Lohman Lane Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: John Letts, iTennis Under Negotiation: Price and Terms
- Property Address: 702 and 712 Mound Avenue Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: Scott Hancock Under Negotiation: Price and Terms

#### C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION Government Code Section 54956.9(d)(2) 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 **October 19, 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.

10/13/2022/S/DateYolanda Chavez, CMC, Interim City Clerk Records Specialist



#### CITY OF SOUTH PASADENA CITY COUNCIL

#### <u>A G E N D A</u> REGULAR MEETING WEDNESDAY, OCTOBER 19, 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 <u>http://www.spectrumstream.com/streaming/south\_pasadena/live.cfm</u>
- 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 Mayor Pro Tem Councilmember Councilmember Councilmember	Michael Cacciotti Jon Primuth Jack Donovan Diana Mahmud 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, you may participate **by** <u>one</u> of the following options:

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

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

Option 3:

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

Public Comments received in writing <u>will not be read aloud at the meeting</u>, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate: 1) Name (optional), and

2) Agenda item you are submitting public comment on.

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

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

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

#### **CLOSED SESSION ANNOUNCEMENTS**

#### 1. CLOSED SESSION ANNOUNCEMENTS

#### PUBLIC COMMENT

#### 2. <u>PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)</u>

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. PRESENTATION OF A PET ADOPTION BY THE PASADENA HUMANE SOCIETY

- 4. <u>PRESENTATION OF A PROCLAMATION DECLARING OCTOBER 19, 2022, AS "NATIONAL</u> <u>CHAMBER OF COMMERCE DAY"</u>
- 5. <u>PRESENTATION OF AN ANNUAL UPDATE BY THE SOUTH PASADENA CHAMBER OF</u> <u>COMMERCE</u>

#### 6. STAFF INTRODUCTION

<u>Library</u>: Alexis Mendoza, Adult and Digital Services Librarian

<u>Public Works</u> Ariane Quizon, Civil Engineering Assistant

#### 7. STAFF RECOGNITION

<u>Public Works</u> Mark Jimenez, Management Analyst Reyna Salazar-Martin, Management Analyst

Police Department Lieutenant Shannon Robledo

#### 8. <u>PRESENTATION OF A CERTIFICATE OF RECOGNITION TO POLICE OFFICER MICHAEL</u> <u>SMITH FOR RECEIVING A LIFESAVING AWARD</u>

#### COMMUNICATIONS

#### 9. COUNCILMEMBER COMMUNICATIONS

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

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

#### 11. <u>REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA</u>

#### **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.

#### 12. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$733,684.17; GENERAL CITY WARRANTS IN THE AMOUNT OF \$616,089.15; VOIDS IN THE AMOUNT OF (\$67,384.45); ONLINE PAYMENTS IN THE AMOUNT OF \$105,336.83; TRANSFER IN THE AMOUNT OF \$181,124.91; PAYROLL IN THE AMOUNT OF \$1,317,652.73

#### **Recommendation**

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

#### 13. MONTHLY INVESTMENT REPORT FOR AUGUST 2022

#### **Recommendation**

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

#### 14. APPROVAL OF SECOND QUARTER 2021-2026 STRATEGIC PLAN UPDATE

#### **Recommendation**

It is recommended that the City Council approve the second quarter 2021-2026 Strategic Plan update.

#### 15. ADOPTION OF A RESOLUTION APPROVING THE ANNUAL ADMINISTRATOR'S LIBRARY SPECIAL TAX REPORT AND AUTHORIZING THE COLLECTION OF THE TAX FOR FISCAL YEAR 2022-23

#### **Recommendation**

It is recommended that the City Council adopt a Resolution approving the annual Administrator's Library Special Tax Report and authorizing the collection of the Tax at the Fiscal Year 2022-23 rates by the County of Los Angeles.

#### 16. <u>AUTHORIZATION TO ACCEPT GRANT AWARD IN THE AMOUNT OF \$55,000 FROM THE</u> <u>CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC</u> <u>ENFORCEMENT PROGRAM</u>

#### **Recommendation**

It is recommended that the City Council:

- 1. Authorize the City Manager or designee to accept a grant award in the amount of \$55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001;
- 2. Appropriate \$47,000 into 101-4010-4011-7050-000 Overtime DUI Checkpoint and \$8,000 into 101-4010-4011-8022 OTS Grant Expenses; and
- 3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

#### 17. <u>APPROVAL OF THE GUIDELINES FOR COMMUNITY SERVICES DEPARTMENT EVENTS,</u> <u>FACILITIES AND PROGRAMS MANAGEMENT</u>

#### **Recommendation**

It is recommended that the City Council approve the Guidelines for Community Services Department Events, Facilities, and Programs Management.

#### 18. <u>APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF</u> <u>INTERNATIONAL INC., FOR TEMPORARY STAFFING SERVICES IN AN AMOUNT NOT-TO-</u> <u>EXCEED \$100,000</u>

#### **Recommendation**

It is recommended that the City Council:

- 1. Approve a Professional Services Agreement with Robert Half International Inc., for temporary staffing services, in an amount not-to-exceed \$100,000 effective for the period of June 20, 2022, through June 30, 2023;
- 2. Appropriate \$100,000 to Professional Services Permanent Account 101-2030-2034-8170-000 from General Fund Reserves; and
- 3. Authorize the City Manager to Execute a Professional Services Agreement with Robert Half, for temporary staffing services.

#### 19. <u>AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES</u> <u>AGREEMENT WITH MV CHENG AND ASSOCIATES, INC., FOR TEMPORARY STAFFING</u> <u>SERVICES IN AN AMOUNT NOT-TO-EXCEED \$120,000</u>

#### **Recommendation**

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement with MV Cheng and Associates, Inc., for temporary staffing services in an amount not-to-exceed \$120,000.

#### **ACTION / DISCUSSION**

#### 20. <u>APPROVAL OF THE METROPOLITAN WATER DISTRICT STORMWATER FOR DIRECT USE</u> <u>PILOT PROGRAM AND PROJECT INSTALLATION AT HOPE STREET AND MOUND</u> <u>AVENUE PROJECT</u>

#### **Recommendation**

It is recommended that the City Council:

- Authorize the City Manager to enter into an Agreement with Metropolitan Water District (MWD) and Upper San Gabriel Valley Municipal Water District to participate in the MWD Stormwater for Direct Use Pilot Program, including cost sharing the installation of stormwater capture and reuse equipment in and around the City Hall parking lots, to support related sustainability electrification improvements;
- Authorize appropriation of \$500,000 for the City's 50% portion of project costs, including \$350,000 from the Water Efficiency Fund Account No. 503, and \$150,000 from the General Fund Designated Stormwater Reserve Account No. 101; and
- 3. Authorize the City Manager or designee to execute all necessary documents related to this program.

#### 21. <u>REAUTHORIZE APPROPRIATION AND APPROVE OF A PROFESSIONAL SERVICES</u> <u>AGREEMENT WITH ALTA PLANNING + DESIGN, INC. FOR THE DEVELOPMENT OF THE</u> 2022 AND 2023 SLOW STREETS PROGRAM, IN AN AMOUNT NOT-TO-EXCEED \$255,570

#### **Recommendation**

It is recommended that the City Council:

- Reauthorize appropriation of \$150,000 from the General Fund Undesignated Reserves into Fiscal Year 2022-2023 Public Works Administration Professional Services Account No. 101-6010-6011-8170-000, that was previously authorized by the City Council in the FY 2021-2022, and was not utilized. Authorize an additional \$105,570 for the Slow Streets Program from the General Fund Undesignated Reserves into FY 2022-2023 Public Works Administration Professional Services Account No. 101-6010-6011-8170-000, to accommodate expanded community outreach, additional traffic analysis modeling, as well as parklet design, use guidelines, and installation support;
- Approve a Professional Services Agreement with Alta Planning + Design, Inc. for development of the 2022 and 2023 Slow Streets Program, including project initiation/administration, community outreach, design, monitoring, installation, project evaluation, and optional items to develop parklet designs, for a not-to-exceed amount of \$255,570, including \$232,336 for the proposed amount, and a \$23,234 (10%) contingency; and
- 3. Authorize the City Manager to execute related documents to this agreement.

#### **INFORMATION REPORTS**

#### 22. PRESENTATION OF MONTHLY CITYWIDE OPERATIONAL STATUS UPDATE

#### **Recommendation**

It is recommended that the City Council receive a summary from staff on a Monthly Citywide operational status update.

#### 23. RECEIVE AND FILE MEMO ON PUBLIC HEARING NOTIFICATIONS FOR ORDINANCES

#### **Recommendation**

It is recommended that the City Council receive and file a memo on public hearing notification processes on ordinances.

#### PUBLIC COMMENT – CONTINUED

#### 24. <u>CONTINUED PUBLIC COMMENT – GENERAL</u>

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 2, 2022	Regular City Council Meeting	7:00 p.m.
November 16, 2022	Regular City Council Meeting	7:00 p.m.
December 7, 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: <a href="http://www.southpasadenaca.gov/CityCouncilMeetings2022">www.southpasadenaca.gov/CityCouncilMeetings2022</a>

Regular meetings are live streamed via the internet at: <u>http://www.spectrumstream.com/streaming/south\_pasadena/live.cfm</u>

#### AGENDA NOTIFICATION SUBSCRIPTION

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

#### ACCOMMODATIONS

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

#### **CERTIFICATION OF POSTING**

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **October 19, 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.

10/13/2022	/S/
Date	Yolanda Chavez, CMC, Interim City Clerk Records Specialist

# CITY OF SOUTH PASADENA Item No. 4 PROCLAMATION

# Declaring October 19, 2022, as "National Chamber of Commerce Day" in the City of South Pasadena

WHEREAS. the South Pasadena Chamber of Commerce was created by like-minded business people and was established and has served the community since 2004; and WHEREAS, the South Pasadena Chamber of Commerce works with all South Pasadena businesses to advance the civic, economic, professional and cultural life of the City of South Pasadena; and WHEREAS, the South Pasadena Chamber of Commerce and its members provide a strong and engaged business environment that contributes to jobs, investment and growth of the community, community engagement efforts and events, and contribute to the City of South Pasadena as a premier City to live, work, and play; and WHEREAS, the South Pasadena Chamber of Commerce contributes to the quality of life of residents and businesses; and WHEREAS, the South Pasadena Chamber of Commerce and its Board are an advocate for existing, growing and new businesses in South Pasadena, helping to protect and grow the local economy; and WHEREAS, the South Pasadena Chamber of Commerce plans and executes events such as the South Pasadena Farmers' Market, Arts Crawls and Eclectic events that provide programming to our community and to visitors; and WHEREAS, the South Pasadena Chamber of Commerce works closely with the City of South Pasadena and other entities in providing service to the business community;

NOW, THEREFORE, BE IT RESOLVED that October 19, 2022 is hereby proclaimed "National Chamber of Commerce Day" in the City of South Pasadena, and in doing so, we celebrate our South Pasadena Chamber of Commerce and their continued contributions to the City of South Pasadena and our business community.

Mayor, Michael A. Cacciotti

<u>October 19, 2022</u> Date

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# City Council Agenda Report

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	Kenneth L. Louie, Interim Deputy City Manager-Finance
SUBJECT:	Approval of Prepaid Warrants in the Amount of \$733,684.17; General City Warrants in the Amount of \$616,089.15; Voids in the Amount of (\$67,384.45); Online Payments in the Amount of \$105,336.83; Transfer in the Amount of \$181,124.91; Payroll in the Amount of \$1,317,652.73

#### Recommendation

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

Fiscal Impact	
Prepaid Warrants:	
Warrant # 315247-315251	\$ 78,197.54
ACH	\$ 655,486.63
Voids	\$ 0
General City Warrants:	
Warrant # 315252-315330	\$ 379,684.86
ACH	\$ 236,404.29
Voids	\$ (67,384.45)
Payroll Period Ending: 09/30/2022	\$ 950,841.26
Payroll Period Ending: 09/30/2022	\$ 366,811.47
Wire Transfers Out – To (LAIF)	\$ 0
Wire Transfers In – From (LAIF)	\$ 0
Wire Transfers (RSA)	\$ 0
Wire Transfers Out - To (Acct # 2413)	\$ 94,758.84
Wire Transfers Out – To (Acct # 1936)	\$ 86,366.07
Online Payments	\$ 105,336.83
RSA:	
Prepaid Warrants	\$ 0
General City Warrants	\$ 0
Total	\$ 2,886,503.34

Approval of Warrants October 19, 2022 Page 2 of 2

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

This matter was not reviewed by a Commission.

#### Explanation of Terms

<u>Warrant</u> – 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.

<u>Warrant Summary</u> – 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.

<u>Prepaid Warrant List</u> - 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.

<u>General City Warrant List</u> – 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.

<u>Online Payments</u> – 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.).

<u>Voids</u> – 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.

<u>Payroll</u> – 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	Fund No.	Date	10/19/2022
Recap by fund	Fund No.	Prepaid	Amounts Written
General Fund	101	14,658.69	284,124.86
Insurance Fund	103	75,907.24	337.63
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	10,842.00
Local Transit Return "A"	205	-	1,419.00
Local Transit Return "C" TEA/Metro	207	-	519.82
	208	-	
Sewer Fund CTC Traffic Improvement	210 211	-	227.37
Rogan HR5294 Grant	211	-	-
Street Lighting Fund	214	7,338.24	- 1,897.44
Public, Education & Govt Fund	217	-	
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	362.06
County Park Bond Fund	232	-	1,622.62
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	90,032.50
Capital Growth Fund CDBG	255	-	-
Asset Forfeiture	260 270	-	6,256.00
Police Grants - State	270	-	-
Homeland Security Grant	272	-	- 62,680.00
Park Impact Fees	274	-	02,000.00
Historic Preservation Grant	276	_	_
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	635,780.00	152,763.00
Water Efficiency Fund	503	-	3,004.85
2016 Water Revenue Bonds Fund	505	-	· -
SRF Loan - Water	506	-	-
Nater & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
			-
	Column Totals:	733,684.17	616,089.15
Recap by fund	Fund No.	Prepaid	Amounts Written
RSA	227	-	-
RSA	Report Totals:	-	-
	City Report Totals:		1,349,773.32
	City Report Totals:		1,349,773.32
	Payroll Period Endi	-	950,841.26
Payroll Period End		-	366,811.47
	Wire Transfer Out -		-
Wire Transfer In - F			-
	Wire Transfer - RSA	4	-
	Wire Transfer Out -		94,758.84
	Wire Transfer Out - Wire Transfer Out -		86,366.07
	Wire Transfer Out - Wire Transfer Out - Online Payments		86,366.07
	Wire Transfer Out - Wire Transfer Out -	To Acct. # 1936	94,758.84 86,366.07 105,336.83 - (67,384.45

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Deputy City Manager-Finance

2,886,503.34

City Clerk 2 - 4

Grand Report Total:

# ATTACHMENT 2 Prepaid Warrant List

# Check Detail

User: ealvarez Printed: 10/10/2022 - 12:38PM



Check Number Check Date	Amount
MSG6711 - Main San Gabriel Basin Watermaster 0 09/27/2022 Inv 2021-2022	
Line Item DateLine Item Description08/15/2022FY 2021-22 Ground Water Production Assessment	635,780.00
Inv 2021-2022 Total	635,780.00
0 Total:	635,780.00
MSG6711 - Main San Gabriel Basin Watermaster Total:	635,780.00
VEWI8020 - Vision Electric Wholesale Inc.           0         09/27/2022           Inv         1001413	
Line Item DateLine Item Description07/13/2022Electrical Supplies, Hardware, Wiring	7,338.24
Inv 1001413 Total	7,338.24
0 Total:	7,338.24
VEW18020 - Vision Electric Wholesale Inc. Total:	7,338.24
Total:	643,118.24

## Check Detail

User: ealvarez Printed: 10/10/2022 - 12:50PM



#### **Check Number Check Date** Amount EXHBITA - Exhibit A Discovery, LLC 09/29/2022 0 INV-001182 Inv Line Item Date Line Item Description General IT Consulting Services 08/20/2022 1,458.30 1,458.30 Inv INV-001182 Total INV-001183 Inv Line Item Description Line Item Date 08/23/2022 General IT Consulting Services 1,035.55 Inv INV-001183 Total 1,035.55 INV-001191 Inv Line Item Date Line Item Description 09/11/2022 General IT Consulting Services 8,383.24 Inv INV-001191 Total 8,383.24 INV-001197 Inv Line Item Date Line Item Description 09/22/2022 General IT Consulting Services 1,491.30 1,491.30 Inv INV-001197 Total 0 Total: 12,368.39 EXHBITA - Exhibit A Discovery, LLC Total: 12,368.39 Total: 12,368.39

# Check Detail

User: ealvarez Printed: 10/10/2022 - 12:39PM



Check Number Check	Date	Amount
TIMLACAT - Lacatena, Tim		
315247 09/29/20 Inv 2022-006	122	
	ne Item Description I Service for Open House Event on Oct 2, 2022.	237.50
Inv 2022-006 Total		237.50
315247 Total:		237.50
TIMLACAT - Lacatena, Tim	Total:	237.50
<b>MJRI2950 - Magic Jump Re</b> 315248 09/29/20		
	ne Item Description pstacle course and fun dual dry lane slide for open house event	770.80
Inv 351480 Total	stace course and fun duar dry fanc side for open nouse event	770.80
315248 Total:		770.80
MJRI2950 - Magic Jump Re	ntals Inc. Total:	770.80
MMA2011 - MMASC 315249 09/29/20 Inv 5822	)22	
Line Item Date Li	ne Item Description nual MMASC conference registration for Stephanie Pinto	475.00
Inv 5822 Total		475.00
Inv 5823		
	ne Item Description nnual MMASC conference registration for Esteban Alvarez	475.00
Inv 5823 Total		475.00
315249 Total:		950.00
AP-Check Detail (10/10/2022	- 12:39 PM)	Page 1

MMA2011 - MMASC Total:	950.00
SLVLGNA - Villagrana, Sildy         315250       09/29/2022         Inv       123403	
Line Item DateLine Item Description09/28/2022Re-Issue of refund check # 314980 dated 08/17/2022.	332.00
Inv 123403 Total	332.00
315250 Total:	332.00
SLVLGNA - Villagrana, Sildy Total:	332.00
Total:	2,290.30

# Check Detail

User: ealvarez Printed: 10/10/2022 - 12:51PM



Check Number Check Date	Amount
CLIFWSNI - Snider III, Owen Clifford           315251         10/03/2022           Inv         LA-CE-1180-M	
Line Item DateLine Item Description10/03/2022Settlement	75,907.24
Inv LA-CE-1180-M Total	75,907.24
315251 Total:	75,907.24
CLIFWSNI - Snider III, Owen Clifford Total:	75,907.24
Total:	75,907.24

# ATTACHMENT 3 General City Warrant List

# Check Detail

User: ealvarez Printed: 10/10/2022 - 3:26PM



Check Number Check Date	Amount
ACHG2013 - A-Check Global	
315252 10/19/2022	
Inv 59-0686466	
Line Item DateLine Item Description08/31/2022Background services	450.48
Inv 59-0686466 Total	450.48
315252 Total:	450.48
ACHG2013 - A-Check Global Total:	450.48
AIR6010 - Airgas USA LLC	
0 10/19/2022 Inv 9991965057	
Line Item Date Line Item Description	
09/30/2022 Oxygen Supplies: September 2022	445.05
Inv 9991965057 Total	445.05
0 Total:	445.05
AIR6010 - Airgas USA LLC Total:	445.05
AKDC9265 - AKD Consulting 315253 10/19/2022	
Inv CSP 2022-02	
Line Item DateLine Item Description09/08/2022Seismic and Structural Evaluation at Westside Reservoir	23,882.51
Inv CSP 2022-02 Total	23,882.51
315253 Total:	23,882.51
AKDC9265 - AKD Consulting Total:	23,882.51

#### ALAL5011 - Alert-All Corp.

315254 10/19/2022

Inv 222090750	)	
Line Item Date 09/24/2022	Line Item Description Print materials for fire education safety	482.34
Inv 222090750 To	tal	482.34
315254 Total:		482.34
ALAL5011 - Alert-All	Corp. Total:	482.34
ALXS6711 - Alexis Oil 315255 10	0/19/2022	
Inv 341203	0/19/2022	
Line Item Date 10/29/2010	Line Item Description Food grade oil for Wilson Well 3 deep well turbine pump.	493.55
Inv 341203 Total		493.55
315255 Total:		493.55
ALXS6711 - Alexis Oil	Total:	493.55
ALH0179 - Alhambra 315256 10 Inv August 202	0/19/2022	
Line Item Date 09/27/2022	Line Item Description Alhambra Car Wash - August 2022	182.00
Inv August 2022 T	"otal	182.00
315256 Total:		182.00
ALH0179 - Alhambra	Car Wash Total:	182.00
	Management Services, Inc. 0/19/2022	
Line Item Date 09/07/2022	Line Item Description Crossing Guard Services: 08/21/2022-09/03/2022	10,271.20
Inv 79493 Total		10,271.20
Inv 79927		
Line Item Date 09/29/2022	Line Item Description Crossing Guard Services: 09/04/2022-09/17/2022	10,138.70
Inv 79927 Total		10,138.70

15257 Total:		20,409.90
CMT2920 - All City I	Management Services, Inc. Total:	20,409.90
	n Capital Services, Inc.	
	0/19/2022	
Inv 13GW-M9	HJ-FTCP	
Line Item Date	Line Item Description	
09/19/2022	Queens of Animation & Hotel Nantucket books	322.31
09/19/2022	Chalkboard prize wheel, markers	242.58
Inv 13GW-M9HJ-	FTCP Total	564.89
Inv 13XD-TYF	FW-CXM3	
Line Item Date	Line Item Description	
09/19/2022	Office Desk	385.86
Inv 13XD-TYFW-	-CXM3 Total	385.86
Inv 17VX-4W	MV-XVYJ	
Line Item Date	Line Item Description	
09/26/2022	Book for Fire Dept Chief Officer : Principles and Practice	105.40
Inv 17VX-4WMV	-XVYJ Total	105.40
Inv 17XR-HP6	6X-DD6H	
Line Item Date	Line Item Description	
09/19/2022	Citywide Open House Supplies - Management Services	136.36
09/19/2022	Mayors Conference Room Frames	61.96
Inv 17XR-HP6X-I	DD6H Total	198.32
Inv 1HQL-T16	6V-WDLP	
Line Item Date	Line Item Description	
09/26/2022	Camp Med Art supplies, Open House supplies, Coffee supplies	81.33
09/26/2022	Camp Med Art supplies, Open House supplies, Coffee supplies Camp Med Art supplies, Open House supplies, Coffee supplies	100.00 140.00
09/26/2022 09/26/2022	Camp Med Art supplies, Open House supplies, Coffee supplies	268.00
Inv 1HQL-T16V-V	WDLP Total	589.33
Inv 1TPL-V6J	T-TN6C	
Line Item Date	Line Item Description	
09/26/2022	Blu Rays & DVDs for Library collection	220.00
Inv 1TPL-V6JT-T	N6C Total	220.00
Inv 1WG6-WR	R97-FYXN	
Line Item Date	Line Item Description	

AP-Check Detail (10/10/2022 - 3:26 PM)

Check Number C	Check Date	Amount
09/19/2022	Employee Engagement Supplies	43.27
Inv 1WG6-WR97	7-FYXN Total	43.27
) Total:		2,107.07
MAZONCP - Amazo	on Capital Services, Inc. Total:	2,107.07
<b>NT0243 - Antrim's S</b> 315258 1 Inv 60568	Security Co., Inc. 10/19/2022	
Line Item Date 08/31/2022	Line Item Description Key Duplication-Library	39.69
Inv 60568 Total		39.69
Inv 60649		
Line Item Date 09/19/2022	Line Item Description Key Duplication-Garfield Park bolts, and Library	190.89
Inv 60649 Total		190.89
15258 Total:		230.58
NT0243 - Antrim's S	Security Co., Inc. Total:	230.58
<b>T&amp;T5006 - AT&amp;T</b> 15259 1	0/19/2022	
Inv 130464790	6	
Line Item Date 09/17/2022	<u>Line Item Description</u> AT&T AN 130464796 - 9/17/22 - 10/22/22	90.24
Inv 130464796 To	otal	90.24
15259 Total:		90.24
15260 1 Inv 33184107:	0/19/2022 563432	
Line Item Date 09/07/2022	Line Item Description AT&T AN 331 841-0756 343 2 - 09/07/22-10/06/22	33.97
Inv 33184107563-	432 Total	33.97
Inv 331841080	023436	
Line Item Date 09/07/2022	Line Item Description AT&T AN 331 841-0802 343 6 - 09/07/22-10/06/22	33.97
Inv 33184108023	436 Total	33.97
P-Check Detail (10/1)	0/2022 - 2 2C D.O.	Page 4

Inv 626441649	73570	
Line Item Date	Line Item Description	
09/13/2022	AT&T AN 626 441-6497 357 0 - 09/13/22-10/12/22	1,083.67
Inv 626441649735	70 Total	1,083.67
315260 Total:		1,151.61
315261 10	)/19/2022	
Inv 000018810		
Line Item Date 09/20/2022	Line Item Description AN 9391062308 Services - 08/20/22 - 09/19/22	16,627.09
Inv 000018810934	Total	16,627.09
Inv 000018811	260	
Line Item Date	Line Item Description	
09/20/2022	AT&T AN 9391081369 - 08/20/22-09/19/22	66.25
Inv 000018811260	Total	66.25
315261 Total:		16,693.34
ATCN9011 - AT&T Tot	tal:	17,935.19
CIN4011 - AT&T Mobi	ility	
	)/19/2022	
Inv 287014917	916X09	
Line Item Date 09/08/2022	<u>Line Item Description</u> AN 287014917916 Services - 08/09/22 - 09/08/22	680.80
Inv 287014917916	X09 Total	680.80
Inv 287269956	155X09	
Line Item Date 09/06/2022	Line Item Description AN 287269956155 Services - 08/07/22 - 09/06/22	308.73
Inv 287269956155	X09 Total	308.73
Inv 287288006	612x08	
Line Item Date	Line Item Description	270 D2
08/02/2022 08/02/2022	AN 287288006612 - Aug 2022-Admin. AN 287288006612 - Aug 2022-Water Prod.	668.83 158.72
08/02/2022	AN 287288006612 - Aug 2022-Water Dist.	198.72
08/02/2022	AN 287288006612 - Aug 2022-Sewer	40.94
	AN 28/288000012 - Aug 2022-Sewer	10.91

Inv 287288006612x08 Total

1,064.24

Inv

287288006612x09

Line Item Date         Line Item Description           09/02/2022         AN 287288006612 - Sep2022-Water Prod.           09/02/2022         AN 287288006612 - Sep2022-Sewer           09/02/2022         AN 287288006612 - Sep2022-Water Dist.           09/02/2022         AN 287288006612 - Sep2022-Water Dist.           09/02/2022         AN 287288006612 - Sep2022-Admin           Inv 287288006612x09 Total         Inv 287288006612x09 Total	158.72 40.94 195.75 649.69 1,045.10 3,098.87
09/02/2022       AN 287288006612 - Sep2022-Sewer         09/02/2022       AN 287288006612 - Sep2022-Water Dist.         09/02/2022       AN 287288006612 - Sep2022-Admin         Inv 287288006612x09 Total         315262 Total:	40.94 195.75 649.69 1,045.10
09/02/2022       AN 287288006612 - Sep2022-Water Dist.         09/02/2022       AN 287288006612 - Sep2022-Admin         Inv 287288006612x09 Total       315262 Total:	195.75 649.69 1,045.10
09/02/2022 AN 287288006612 - Sep2022-Admin Inv 287288006612x09 Total 315262 Total:	649.69 1,045.10
315262 Total:	
	3,098.87
	3,098.87
CIN4011 - AT&T Mobility Total:	3,098.87
TLRR816 - Atkinson, Andelson, Loya, Rudd & Romo         )       10/19/2022	
Inv 661096	
Line Item DateLine Item Description08/31/2022General Labor and Employment Advice	466.20
Inv 661096 Total	466.20
) Total:	466.20
TLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:	466.20
HS8752 - B & H Sign Company, Inc.           \$15263         10/19/2022	
Inv 19998	
Line Item DateLine Item Description09/27/2022City Hall Signs	496.13
Inv 19998 Total	496.13
315263 Total:	496.13
3HS8752 - B & H Sign Company, Inc. Total:	496.13
AK0369 - Baker & Taylor Books ) 10/19/2022	
Inv 2036947206	
Line Item DateLine Item Description08/29/2022Library Books	330.82
Inv 2036947206 Total	330.82
Inv 2036979995	
Line Item DateLine Item Description09/12/2022Library Books	42.31
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Inv 2036979995 Total	42.31
Inv 2036987908	
Line Item DateLine Item Description09/06/2022Library Books	47.71
Inv 2036987908 Total	47.71
Inv 2037000355	
Line Item DateLine Item Description09/13/2022Library Books	7.85
Inv 2037000355 Total	7.85
Total:	428.69
AK0369 - Baker & Taylor Books Total:	428.69
AK0366 - Baker & Taylor Entertainment 10/19/2022 Inv H62411300	
Line Item DateLine Item Description09/09/2022DVDs/CDs	209.23
Inv H62411300 Total	209.23
Total:	209.23
AK0366 - Baker & Taylor Entertainment Total:	209.23
AMBNTS - Benites, Sam           15264         10/19/2022           Inv         P31628 RENEWAL	
Line Item DateLine Item Description09/23/2022Paramedic License Renewal for Samuel J. Benites	250.00
Inv P31628 RENEWAL Total	250.00
15264 Total:	250.00
AMBNTS - Benites, Sam Total:	250.00
B&K - Best Best & Krieger LLP 10/19/2022 Inv 945911	

Line Item Date Line Item Description

Check Number Check Date	Amount
08/31/2022 Legal Matters	157.50
Inv 945911 Total	157.50
0 Total:	157.50
BB&K - Best & Krieger LLP Total:	157.50
<b>DABN8267 - Bohan, Diana 101-8030-8021-8267-000</b> 0 10/19/2022	
Inv 8956	
Line Item DateLine Item Description09/29/2022Contract Class Instructor -Senior Yoga Class September	96.00
Inv 8956 Total	96.00
Inv 8960	
Line Item DateLine Item Description09/29/2022Contract Class Instructor -Senior Yoga Class September	188.80
Inv 8960 Total	188.80
0 Total:	284.80
DABN8267 - Bohan, Diana Total:	284.80
BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra 315265 10/19/2022	
Inv 428888	
Line Item DateLine Item Description09/14/2022Fire Engine RA-81 - Troubleshoot and repair of transmission	1,240.40
Inv 428888 Total	1,240.40
315265 Total:	1,240.40
BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra Total:	1,240.40
PMAB8021 - Budka, Pamela Avry	
315266 10/19/2022 Inv 8939	
Line Item DateLine Item Description09/27/2022Senior Contract Class Instructor- Meditation for September 2022	25.60
Inv 8939 Total	25.60

		, inount
Inv 8944		
Line Item Date 09/27/2022	Line Item Description Senior Contract Class Instructor- Meditation Walk-In September	4.00
		4.00
Inv 8944 Total		4.00
315266 Total:		29.60
PMAB8021 - Budka, Pa	umela Avry Total:	29.60
<b>CAL5236 - CA Linen Se</b> 315267 10.	ervices /19/2022	
Inv 2011816C		
Line Item Date 08/04/2022	Line Item Description Fire Department Linen Rental and Cleaning Services: Credit Memo	-27.57
Inv 2011816C Tota	1	-27.57
Inv 2028354		
Line Item Date 09/22/2022	Line Item Description Fire Department Linen Rental and Cleaning Services: FY22-23	112.19
Inv 2028354 Total		112.19
Inv 2030934		
Line Item Date 09/29/2022	Line Item Description Fire Department Linen Rental and Cleaning Services: FY22-23	111.96
Inv 2030934 Total		111.96
315267 Total:		196.58
CAL5236 - CA Linen Se	ervices Total:	196.58
CAME2015 - CA Maint	tenance & Environmental	
0 10. Inv 33024	/19/2022	
Line Item Date 05/28/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	498.88
Inv 33024 Total		498.88
Inv 33025		
Line Item Date 05/28/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	480.00
Inv 33025 Total		480.00

**Check Number** 

**Check Date** 

Amount

Inv 33026		
Line Item Date 05/28/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	465.00
Inv 33026 Total		465.00
Inv 33027		
Line Item Date 05/28/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	465.00
Inv 33027 Total		465.00
Inv 33233		
Line Item Date 06/25/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	768.88
Inv 33233 Total		768.88
Inv 33234		
Line Item Date 06/26/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	918.49
Inv 33234 Total		918.49
Inv 33254		
Line Item Date 07/01/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33254 Total		125.00
Inv 33255		
Line Item Date 07/01/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33255 Total		125.00
Inv 33358		
Line Item Date 08/03/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33358 Total		125.00
Inv 33359		
Line Item Date 08/03/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33359 Total		125.00
Inv 33391		
Line Item Date 08/06/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	289.07

Inv 33391 Total		289.07
Inv 33474		
Line Item Date 08/31/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33474 Total		125.00
Inv 33475		
Line Item Date 08/31/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33475 Total		125.00
Inv 33507		
Line Item Date 09/09/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33507 Total		125.00
Inv 33508		
Line Item Date	Line Item Description	
09/09/2020	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33508 Total		125.00
Inv 33599		
Line Item Date 10/05/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33599 Total		125.00
Inv 33600		
Line Item Date 10/05/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33600 Total	1 1 2021 22 Onderground Storage Failt Inspections and Maintenance.	125.00
		125.00
Inv 33764	Line Item Description	
Line Item Date 11/14/2020	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33764 Total		125.00
Inv 33765		
Line Item Date 11/14/2020	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 33765 Total		125.00

Line Indua         Fix 201-22 Underground Storage Task Inspections and Maintenance.         125.00           Inv. 33831 Total         125.00           Inv. 33832         125.00           Inv. 33837         125.00           Inv. 33897         125.00           Inv. 33970         125.00           Inv. 34002         125.20           Inv. 34003         125.00           Inv. 34040	Inv 33831		
Inv. 3383         Jacobi Constraints         125.00           Iz 20012020         Jacobi Constraints         125.00           Inv. 3382 Total         125.00           Inv. 3382 Total         125.00           Inv. 3382 Total         125.00           Inv. 3382 Total         125.00           Inv. 3386 Total         125.00           Inv. 3390 Total         125.00           Inv. 3397 Total         125.00           Inv. 3397 Total         125.00           Inv. 3397 Total         125.00           Inv. 3400 Total         125.00           Inv. 34102 Total         125.00           Inv. 34103         125.00           Inv. 34104         125.00           Inv. 34105         125.00           Inv. 34107         125.00           Inv. 34108         125.00           Inv. 34107         125.00           Inv. 34108         125.00           Inv. 34109		Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Image: Semi Date         Image: Semi Date         125.00           Inv 33822 Total         125.00           Inv 33822 Total         125.00           Inv 33822 Total         125.00           Inv 33822 Total         125.00           Inv 33969         110 Even Date:           110 Even Date:         110	Inv 33831 Total		125.00
1201/2020     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 33862     Line Item Date     Line Item Description     125.00       Inv 33969     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 33970     Line Item Description     125.00       Inv 33970     Inte Item Description     125.00       Inv 33970     Line Item Description     125.00       Inv 33970     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 34102     Inte Item Description     125.00       Inv 34103     Inte Item Description     125.00       Inv 34197     Inte Item Description     125.00       Inv 34198 <td>Inv 33832</td> <td></td> <td></td>	Inv 33832		
Inv 33969       Inc len Description       125.00         Inv 33969 Teal       125.00         Inv 33970 Teal       125.00         Inv 34102       125.00         Inv 34103       125.00         Inv 34104       125.00         Inv 34198       125.00         Inv 34198			125.00
Line Item Date 01/04/2021Line Item Description IY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 33970Line Item Date IY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 33970 TotalItem Item Description 	Inv 33832 Total		125.00
01/04/2021     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 33970     Inspections and Maintenance.     125.00       Inv 33970     Inspections and Maintenance.     125.00       Inv 33970     Inspections and Maintenance.     125.00       Inv 34102     Inspections and Maintenance.     125.00       Inv 34103     Inspections and Maintenance.     125.00       Inv 34197     Inspections and Maintenance.     125.00       Inv 34197     Inspections and Maintenance.     125.00       Inv 34198     Inspections and Maintenance.     125.00	Inv 33969		
Inv       3370         Line Item Date       Line Item Description       125.00         Inv       3402       125.00         Inv       34102       125.00         Inv       34102       125.00         Inv       34102       125.00         Inv       34103       125.00         Inv       34197       125.00         Inv       34197       125.00         Inv       34197       125.00         Inv       34197       125.00         Inv       34198       125.00         Inv       34198       125.00         Inv       34198       125.00         Inv       34198       125.00 <t< td=""><td></td><td></td><td>125.00</td></t<>			125.00
Line Item Date         Line Item Description         125.00           Inv 33970 Total         125.00           Inv 34102         125.00           Inv 34102         125.00           Inv 34102         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34102         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34102 Total         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34103         125.00         125.00           Inv 34103         125.00         125.00           Inv 34103         125.00         125.00           Inv 34103         125.00         125.00           Inv 34103 Total         125.00         125.00           Inv 34197         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34197         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34197         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34197         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00           Inv 34197         FY 2021-22 Underground Storage Tank Inspections and Maintenance.         125.00	Inv 33969 Total		125.00
01/04/2021     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 34102     125.00       Inv 34103     125.00       Inv 34197     125.00       Inv 34197     125.00       Inv 34197     125.00       Inv 34198     125.00       Inv 34200     125.00	Inv 33970		
Inv       34102         Line Item Date       Line Item Description         02/05/2021       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv       34103       125.00         Inv 34103       125.00       125.00         Inv       34197       125.00         Inv       34197       125.00         Inv 34197       Inc Item Description       125.00         Inv 34197       Inv 34197       125.00         Inv 34197       Inv 34197       125.00         Inv 34197       Inv 34198       125.00         Inv 34197       Inv 34198       125.00         Inv 34198       Inv 34198       125.00         Inv 34198       Ine Item Description       125.00         Inv 34198       Ine Item Description       125.00         Inv 34198       Inv 34198       125.00         Inv 34198       Ine Item Description       125.00         Inv 34198       Inv 3419			125.00
Line Item Date 0205/2021Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34102Line Item Description PY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34103Line Item Description PY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34103Total125.00Inv 34197Eine Item Description PY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34197FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198Inc Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198Inc Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198Inc Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198Inc Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198Inc Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198Inc Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	Inv 33970 Total		125.00
02/05/2021     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 34102 Total     125.00       Inv 34103     Inv 34103       Line Item Date     Line Item Description       02/05/2021     FY 2021-22 Underground Storage Tank Inspections and Maintenance.     125.00       Inv 34103 Total     125.00       Inv 34103 Total     125.00       Inv 34197     125.00       Inv 34197     125.00       Inv 34197 Total     125.00       Inv 34197 Total     125.00       Inv 34197 Total     125.00       Inv 34198 Total     125.00	Inv 34102		
Inv       34103         Line Item Date 0205/2021       Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv       34197       125.00         Inv       34197       125.00         Inv 34197       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv       34197       125.00         Inv 34197 Total       125.00         Inv 34197 Total       125.00         Inv 34198       125.00         Inv 34210       125.00         Line Item Date Unit Item Date Inter Item Date       Inter Item Description Item Item Item Item Item Item Item Item			125.00
Line Item Date 02/05/2021Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34103 Total125.00Inv 34197Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34197 Total125.00Inv 34198125.00Inv 34198Inten Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198125.00Inv 34198125.00Inv 34198 Total125.00Inv 34210125.00Inv 34210125.00Line Item Date Underground Storage Tank Inspections and Maintenance.125.00	Inv 34102 Total		125.00
02/05/2021       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv 34103 Total       125.00         Inv 34197       125.00         Line Item Date       Line Item Description         02/26/2021       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv 34197       Total       125.00         Inv 34197       125.00       125.00         Inv 34198       125.00       125.00         Inv 34210       125.00       125.00         Line Item Description       125.00       125.00	Inv 34103		
Inv       34197         Line Item Date 02/26/2021       Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv       34198         Line Item Date 02/26/2021       Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv       34198         Line Item Date Inv       Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv       34210       125.00         Line Item Date       Line Item Description       125.00			125.00
Line Item Date 02/26/2021Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34197 Total125.00Inv 34198Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198 Total125.00Inv 34210125.00Line Item Date Line Item Description125.00	Inv 34103 Total		125.00
02/26/2021       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv 34197 Total       125.00         Inv 34198       Line Item Description         02/26/2021       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv 34198 Total       125.00         Inv 34198 Total       125.00         Inv 34210       125.00         Line Item Description       125.00	Inv 34197		
Inv 34197 Total125.00Inv 34198Ine Item Description125.0002/26/2021FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198 Total125.00125.00Inv 34210125.00125.00Line Item DateLine Item Description125.00			125.00
Line Item Date 02/26/2021Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.125.00Inv 34198 Total125.00Inv 34210125.00Line Item DateLine Item Description	Inv 34197 Total		125.00
02/26/2021       FY 2021-22 Underground Storage Tank Inspections and Maintenance.       125.00         Inv 34198 Total       125.00         Inv 34210       125.00         Line Item Date       Line Item Description	Inv 34198		
Inv 34210 Line Item Date Line Item Description			125.00
Line Item Date Line Item Description	Inv 34198 Total		125.00
	Inv 34210		
			125.00

Inv 34210 Total		125.00
Inv 34211		
Line Item Date 03/02/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34211 Total		125.00
Inv 34314		
Line Item Date 04/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34314 Total		125.00
Inv 34315		
Line Item Date 04/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34315 Total		125.00
Inv 34402		
Line Item Date	Line Item Description	
04/22/2022	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	97.50
Inv 34402 Total		97.50
Inv 34423		
Line Item Date 05/03/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34423 Total		125.00
Inv 34424		
Line Item Date	Line Item Description	
05/03/2021	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34424 Total		125.00
Inv 34521		
Line Item Date 05/27/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	885.00
Inv 34521 Total		885.00
Inv 34522		
Line Item Date	Line Item Description	
05/27/2021	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	885.00
Inv 34522 Total		885.00

Inv 34525		
Line Item Date 05/27/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	1,125.00
Inv 34525 Total		1,125.00
Inv 34526		
Line Item Date 05/27/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	1,153.32
Inv 34526 Total		1,153.32
Inv 34536		
Line Item Date 06/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34536 Total		125.00
Inv 34537		
Line Item Date 06/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34537 Total		125.00
Inv 34640		
Line Item Date 07/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34640 Total		125.00
Inv 34641		
Line Item Date 07/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34641 Total		125.00
Inv 34749		
Line Item Date 08/02/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34749 Total		125.00
Inv 34750		
Line Item Date 08/02/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34750 Total		125.00
Inv 34853		
Line Item Date 08/31/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00

Inv 34853 Total		125.00
Inv 34854		
Line Item Date 08/31/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34854 Total		125.00
Inv 34973		
Line Item Date 10/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34973 Total		125.00
Inv 34974		
Line Item Date 10/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 34974 Total		125.00
Inv 35106		
Line Item Date 11/02/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35106 Total		125.00
Inv 35107		
Line Item Date	Line Item Description	125.00
11/02/2021	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35107 Total		125.00
Inv 35149		
Line Item Date 11/05/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35149 Total		125.00
Inv 35150		
Line Item Date 11/05/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	150.90
Inv 35150 Total		150.90
Inv 35227		
Line Item Date	Line Item Description	125.00
12/01/2021	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35227 Total		125.00

#### AP-Check Detail (10/10/2022 - 3:26 PM)

Inv 35228		
Line Item Date 12/01/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35228 Total		125.00
Inv 35348		
Line Item Date 12/26/2021	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	130.00
Inv 35348 Total		130.00
Inv 35409		
Line Item Date 01/05/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	130.00
Inv 35409 Total		130.00
Inv 35411		
Line Item Date	Line Item Description	125.00
01/05/2022	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35411 Total		125.00
Inv 35412		
Line Item Date 01/05/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35412 Total		125.00
Inv 35528		
Inv 35528	Line Item Description	
01/31/2022	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35528 Total		125.00
Inv 35529		
Line Item Date 01/31/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35529 Total		125.00
Inv 35679		
Line Item Date 03/03/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35679 Total		125.00
Inv 35680		
Line Item Date 03/03/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00

Inv 35680 Total		125.00
Inv 35955		
Line Item Date 05/02/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35955 Total		125.00
Inv 35956		
Line Item Date 05/02/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 35956 Total		125.00
Inv 36031		
Line Item Date 05/16/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	668.88
Inv 36031 Total		668.88
Inv 36032		
Line Item Date 05/16/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	668.88
Inv 36032 Total		668.88
Inv 36038		
Line Item Date 05/16/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	885.00
Inv 36038 Total		885.00
Inv 36039		
Line Item Date 05/16/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	885.00
Inv 36039 Total		885.00
Inv 36102 Line Item Date	Line Item Description	
06/01/2022	FY 2021-22 Underground Storage Tank Inspections and Maintenance.	145.53
Inv 36102 Total		145.53
Inv 36128		
Line Item Date 06/07/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 36128 Total		125.00

heck Number	Check Date	Amount
Inv 36129		
Line Item Date 06/07/2022	Line Item Description FY 2021-22 Underground Storage Tank Inspections and Maintenance.	125.00
Inv 36129 Total		125.00
Total:		18,070.33
AME2015 - CA Ma	aintenance & Environmental Total:	18,070.33
AN0607 - Cantu G	raphics Inc. 10/19/2022	
15268 Inv 21034	10/19/2022	
Line Item Date 09/15/2022	Line Item Description Citywide Open House Flyers	104.52
Inv 21034 Total		104.52
Inv 21038 Line Item Date	Line Item Description	
09/19/2022	Housing Element Binders	637.91
Inv 21038 Total		637.91
Inv 21042		
Line Item Date 09/20/2022	Line Item Description Envelopes with Fire Department Logo	308.64
Inv 21042 Total		308.64
Inv 21045 Line Item Date	Line Item Description	
09/20/2022	#21045-ADU Brochures	213.33
Inv 21045 Total		213.33
Inv 21057		
Line Item Date 09/26/2022	Line Item Description 30" x 40" PVC - Face Mask Signage	90.35
Inv 21057 Total		90.35
Inv 21062 Line Item Date	Line Item Description	
09/09/2022	Business cards for Detective Pech	33.02
Inv 21062 Total		33.0
Inv 21063		
Line Item Date	Line Item Description	

# **Check Number Check Date** Amount 09/19/2022 33.02 Business Cards for Mackenzie Goldburg 33.02 Inv 21063 Total 21065 Inv Line Item Date Line Item Description 09/23/2022 Business Cards for Desiree Jiminez & Luis Frausto 66.04 66.04 Inv 21065 Total 315268 Total: 1,486.83 1,486.83 CAN0607 - Cantu Graphics Inc. Total: **CBSE6010 - Cell Business Equipment** 315269 10/19/2022 77522278 Inv Line Item Date Line Item Description 09/10/2022 Contract No. 25334839 Acct. No. 857406 Services 9/1/22-9/30/22 282.04 Inv 77522278 Total 282.04 315269 Total: 282.04 282.04 **CBSE6010 - Cell Business Equipment Total: TIM4011 - Charter Communications** 315270 10/19/2022 0224964090822 Inv Line Item Date Line Item Description 09/08/2022 AN 8448 30 008 0224964 Services (09/08/2022-10/07/2022) 49.29 49.29 Inv 0224964090822 Total 49.29 315270 Total: 49.29 **TIM4011 - Charter Communications Total:** CHE6010 - Chem Pro Laboratory, Inc. 315271 10/19/2022 689583 Inv Line Item Date Line Item Description 08/22/2022 Monthly water tower cleaning and treatment - July 2022 153.00 153.00 Inv 689583 Total 315271 Total: 153.00 Page 19

CHE6010 - Chem Pro Laboratory, Inc. Total:	153.00
DVPLCRIS - Christensen, David Paul31527210/19/2022	
Inv 1795	
Line Item DateLine Item Description09/29/2022Patch pour in place rubberized material for wavy web climber	1,622.62
Inv 1795 Total	1,622.62
315272 Total:	1,622.62
DVPLCRIS - Christensen, David Paul Total:	1,622.62
CINTAS - Cintas CORP No. 2	
315273 10/19/2022 Inv 5124969602	
Line Item Date Line Item Description	
Life tem DateLife tem Description09/20/2022First Aid Cabinet & AED Monthly Servicing - FY2022-2023	79.24
Inv 5124969602 Total	79.24
315273 Total:	79.24
CINTAS - Cintas CORP No. 2 Total:	79.24
ALPD4010 - City of Alhambra Police Department	
315274 10/19/2022 Inv August 2022	
Line Item DateLine Item Description10/03/2022Inmate housing for the month of August 2022	3,268.00
Inv August 2022 Total	3,268.00
315274 Total:	3,268.00
ALPD4010 - City of Alhambra Police Department Total:	3,268.00
CIV2123 - CivicStone, LLC 0 10/19/2022	
Inv 2018-190	
Line Item Date Line Item Description	
09/24/2022 Caltrans Housing Consultant - August 2022	5,902.50
Inv 2018-190 Total	5,902.50

0 Total:		5,902.50
CIV2123 - CivicStone,	LLC Total:	5,902.50
CODE3TCH - Code 3		
0 1 Inv 21-246	0/19/2022	
Line Item Date 09/28/2022 09/28/2022	Line Item Description Re-issue of check # 315029 issued 09/07/2022. Re-issue of check # 315029 issued 09/07/2022.	1,240.20 62,680.00
Inv 21-246 Total		63,920.20
0 Total:		63,920.20
CODE3TCH - Code 3	Technology LLC Total:	63,920.20
	ono,Highsmith & Whatley,PC	
0 1 Inv 53217	0/19/2022	
Line Item Date 09/09/2022	Line Item Description Under collection of UUT - August 2022	73.88
Inv 53217 Total		73.88
Inv 53246		
Line Item Date 09/09/2022	Line Item Description General Services - August 2022	10,000.00
Inv 53246 Total		10,000.00
Inv 53247		
Line Item Date 09/09/2022	Line Item Description Labor & Employment - August 2022	2,450.00
Inv 53247 Total		2,450.00
Inv 53248		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	955.50
Inv 53248 Total		955.50
Inv 53249		
Line Item Date 09/09/2022	Line Item Description Water & Utilities- August 2022	450.00
Inv 53249 Total		450.00

Inv 53250		
Line Item Date 09/09/2022	Line Item Description Special Projects - August 2022	29,501.25
Inv 53250 Total		29,501.25
Inv 53251		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	1,764.00
Inv 53251 Total		1,764.00
Inv 53252		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	2,621.50
Inv 53252 Total		2,621.50
Inv 53253		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	497.50
Inv 53253 Total		497.50
Inv 53254		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	8,027.25
Inv 53254 Total		8,027.25
Inv 53255		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	343.00
Inv 53255 Total		343.00
Inv 53256		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	6,216.50
Inv 53256 Total		6,216.50
Inv 53257		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	9,869.57
Inv 53257 Total		9,869.57
Inv 53258		
Line Item Date 09/09/2022	Line Item Description Litigation - August 2022	1,726.50
Cl 1 D ( 1/10/10)	/2022 2.27 DVA	D 22

	1,726.50
	1,303.50
	1,303.50
	773.48
	773.48
	76,573.43
ighsmith & Whatley,PC Total:	76,573.43
CPRS 13 training event.	125.00 65.00
	190.00
	190.00
III Total:	190.00
-	
.022	
	10,320.73
	25,723.25
	36,043.98
	2,347.38
	2,347.38
	38,391.36
	in Iren Description August 2022 August 202

MNBL8170 - Crestline Software, LLC dba MuniBilling Total:	38,391.36
CTCINGHT - Critical Insight, Inc. 315276 10/19/2022 Inv 2022-12552	
Line Item DateLine Item Description10/05/2022General IT Consulting Services	3,400.00
Inv 2022-12552 Total	3,400.00
315276 Total:	3,400.00
CTCINGHT - Critical Insight, Inc. Total:	3,400.00
DKENPAUL - Dickenson, Paula 315277 10/19/2022	
Inv 266130118	
Line Item DateLine Item Description10/10/2022Admin Hearing Review - Citation Dismissal	50.00
Inv 266130118 Total	50.00
315277 Total:	50.00
DKENPAUL - Dickenson, Paula Total:	50.00
DTV5012 - DIRECTV 315278 10/19/2022 Inv 068653046220929	
Line Item Date         Line Item Description           10/03/2022         AN #068653046; EOC - 09/28/2022-10/27/2022	96.98
Inv 068653046220929 Total	96.98
315278 Total:	96.98
DTV5012 - DIRECTV Total:	96.98
PMLDONG - Dong, Pamella C         0       10/19/2022         Inv       9024	
Line Item DateLine Item Description09/27/2022Senior Contract Class Instructor- Tai Chi Qi Gong September 2022	24.00
Inv 9024 Total	24.00

DUN1111 - Du 315279 Inv 8/2 Line Item 08/25/202 Inv 8/22/2 315279 Total: DUN1111 - Du FDBC8025 - F 315280	1 Total	1,127.00
DUN1111 - Du 315279 Inv 8/2 Line Item 08/25/202 Inv 8/22/2 315279 Total: DUN1111 - Du FDBC8025 - F 315280 Inv 15 Line Item		
DUN1111 - Du 315279 Inv 8/2 Line Item 08/25/202 Inv 8/22/2 315279 Total: DUN1111 - Du FDBC8025 - F 315280		1,127.00
DUN1111 - Du 315279 Inv 8/2 <u>Line Item</u> 08/25/202 Inv 8/22/2 315279 Total: DUN1111 - Du FDBC8025 - F	10/19/2022 7511	
DUN1111 - Du 315279 Inv 8/2 Line Item 08/25/202 Inv 8/22/2 315279 Total:	ast Deer Bus Charter Inc.	
DUN1111 - Du 315279 Inv 8/2 Line Item 08/25/202 Inv 8/22/2	nn, Daniel Total:	150.00
<b>DUN1111 - Du</b> 315279 Inv 8/2 <u>Line Item</u> 08/25/202		150.00
DUN1111 - Du 315279 Inv 8/2 Line Item	2-8/25/22 Total	150.00
<b>DUN1111 - Du</b> 315279		150.00
DDLP8010 - D	nn, Daniel 10/19/2022 22/22-8/25/22	
	r. Detail Ph.D Total:	500.00
0 Total:		500.00
Inv 2622	Total	500.00
Line Item 08/11/202		500.00
<b>DDLP8010 - D</b> 0 Inv 26	10/19/2022	
	Dong, Pamella C Total:	124.00
0 Total:		124.00
Inv 9038	Fotal	8.00
Line Item 09/27/202		8.00
Inv 90		
Inv 9029		92.00
Inv 90 <u>Line Item</u> 09/27/202		92.00

315280 Total:		1,127.00
FDBC8025 - Fast Deer Bus	Charter Inc. Total:	1,127.00
FED1109 - FedEx		
315281 10/19/2	022	
Inv 7-805-88263		
	ine Item Description xpress Mailing Services	20.84
Inv 7-805-88263 Total		20.84
315281 Total:		20.84
FED1109 - FedEx Total:		20.84
HALOINC - HALO Brande 0 10/19/2		
Inv 2022000146021		
	ine Item Description community outreach items for Police Department	552.42
Inv 2022000146021 To	al	552.42
0 Total:		552.42
HALOINC - HALO Brande	d Solutions, Inc. Total:	552.42
ALEXHMT - Hamilton, Ale 315282 10/19/2		
Inv 220907SP		
Line Item Date         L           09/07/2022         I	ine Item Description Jowntown Specific Plan Graphic Design - Sept' 22	425.00
Inv 220907SP Total		425.00
Inv 220908SP		
	ine Item Description General Plan Graphic Design - Sept'22	337.50
Inv 220908SP Total		337.50
315282 Total:		762.50
ALEXHMT - Hamilton, Ale	xis L Total:	762.50
AP-Check Detail (10/10/2022		Page 26

15283 Inv 22-40461	10/19/2022	
Line Item Date 02/07/2022	Line Item Description Emergency Repair for Iron Works Museum Glass	316.21
Inv 22-40461 Tot	al	316.21
15283 Total:		316.21
GSI6010 - Harry's (	Glass Shop Inc. Total:	316.21
IOBPLAN - Hennin 15284	ger, Grant 10/19/2022	
Inv 162		
Line Item Date 09/13/2022	Line Item Description Housing Element Conultant - 07/26/2022-09/15/2022	16,725.00
Inv 162 Total		16,725.00
15284 Total:		16,725.00
15264 10141.		10,,20100
IOBPLAN - Hennin	ger, Grant Total:	16,725.00
	Pipe & Supply 10/19/2022	
Inv 8476218		
Line Item Date 09/13/2022	Line Item Description Soap dispenser for Orange Grove Park	160.21
Inv 8476218 Tota	1	160.21
15285 Total:		160.21
RSCHPIP - Hirsche	Pipe & Supply Total:	160.21
<b>OS1517 - Hose-Ma</b> 15286	ı, Inc. 10/19/2022	
Inv 4213166-		
Line Item Date 09/08/2022	Line Item Description Hose for Wash Rack Power Washer	94.89
Inv 4213166-000	1-04 Total	94.89
15286 Total:		94.89

HOS1517 - Hose-Man, Inc	e. Total:	94.89
315287 10/19	es & Performance Management, Inc. 0/2022	
Inv September		
Line Item Date 09/12/2022	Line Item Description Analysis on compensation and benefits study	2,565.00
Inv September Total		2,565.00
315287 Total:		2,565.00
HRDY2013 - HR Dynamic	es & Performance Management, Inc. Total:	2,565.00
<b>MIZIHARA - Ihara, Mizu</b> 315288 10/19	ho 0/2022	
Inv 125518	12022	
Line Item Date 09/27/2022	<u>Line Item Description</u> Refund Skateside beginner class due to client cancellation.	228.00
Inv 125518 Total		228.00
315288 Total:		228.00
MIZIHARA - Ihara, Mizu	ho Total:	228.00
<b>JSAR4011 - Jack's Auto R</b> 315289 10/19	epair 0/2022	
Inv 17693		
Line Item Date 09/13/2022	<u>Line Item Description</u> PD unit # 1703 - replacement of motor mounts	960.02
Inv 17693 Total		960.02
Inv 17708		
Line Item Date 09/26/2022	Line Item Description PD unit # 1406 - A/C diagnostic and addition of freon.	187.27
Inv 17708 Total		187.27
Inv 17709		
Line Item Date 09/19/2022	Line Item Description PD unit # 1501 - oil and filter replacement	160.76
Inv 17709 Total		160.76
Inv 17716		
Line Item Date	Line Item Description	

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Amount
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Check Number Ch	eck Date	Amount
09/20/2022	PD unit # 1404 - replacement of purge control valve	192.99
Inv 17716 Total		192.99
Inv 17718		
Line Item Date 09/21/2022	Line Item Description PD unit # 0218 - replacement of front window regulator	336.26
Inv 17718 Total		336.26
Inv 17723		
Line Item Date	Line Item Description	
09/23/2022	PD unit # 1703 - replacement of blower motor	255.22
Inv 17723 Total		255.22
315289 Total:		2,092.52
JSAR4011 - Jack's Auto	Repair Total:	2,092.52
JHMS8020 - JHM Supp		
0 10/ Inv 305262/1	19/2022	
Line Item Date 09/13/2022	Line Item Description Pressure regulator to replace damaged unit at Wilson Res.	174.16
Inv 305262/1 Total		174.16
Inv 305264/1		
Line Item Date 09/13/2022	Line Item Description Pressure regulator to replace damaged unit at Wilson Res.	37.09
Inv 305264/1 Total		37.09
Inv 305265/1		
Line Item Date 09/13/2022	Line Item Description Irrigation Supplies for Arroyo Park Repair	362.25
Inv 305265/1 Total		362.25
0 Total:		573.50
JHMS8020 - JHM Suppl	ly Total:	573.50
JIK15270 - Kim, Jinsun 315290 10/ Inv 125290	19/2022	
Line Item Date 09/27/2022	Line Item Description Refund Rocket Science class due to low enrollment.	140.00

Inv 125290 Total	140.00
315290 Total:	140.00
JIKI5270 - Kim, Jinsun Total:	140.00
LBBM4010 - Long Beach BMW Motorcycles           315291         10/19/2022	
$I_{\rm IIV}$ 44470	
Line Item DateLine Item Description09/26/2022PD motorcycle vin # 39604 - bi-annual service and brakeflush	529.71
Inv 44470 Total	529.71
315291 Total:	529.71
LBBM4010 - Long Beach BMW Motorcycles Total:	529.71
MARLJN - Lujan, Mario	
315292 10/19/2022 Inv 124869	
Line Item DateLine Item Description09/19/2002Class cancellation refund due to low enrollment.	140.00
Inv 124869 Total	140.00
315292 Total:	140.00
MARLJN - Lujan, Mario Total:	140.00
MSG6711 - Main San Gabriel Basin Watermaster	
0 10/19/2022 Inv 2021-2022 #2	
Line Item DateLine Item Description09/29/2022FY 2021-22 Ground Water Production Assessment	1,219.33
Inv 2021-2022 #2 Total	1,219.33
0 Total:	1,219.33
MSG6711 - Main San Gabriel Basin Watermaster Total:	1,219.33
CHRMDLA - Mandala, Chris	

315293 10/19/2022

Inv 9062022		
Line Item Date 09/06/2022	Line Item Description Reimbursement for purchase of emergency PPE equipment.	179.08
Inv 9062022 Total		179.08
Inv 9062022-2		
Line Item Date 09/23/2022	Line Item Description Reimbursement for purchase of emergency PPE equipment.	55.72
Inv 9062022-2 Tot	al	55.72
315293 Total:		234.80
CHRMDLA - Mandala	ı, Chris Total:	234.80
	e, Ma. Angelicon 0/19/2022	
Inv 125643 Line Item Date 09/29/2022	Line Item Description Refund Garfield Youth House security deposit.	280.00
Inv 125643 Total		280.00
315294 Total:		280.00
MANGMQUE - Mapue	e, Ma. Angelicon Total:	280.00
MMSC2011 - MMASC 315295 10 Inv 5859	0/19/2022	
Line Item Date 10/02/2022	Line Item Description Professional MMASC membership for Mark Jimenez	90.00
Inv 5859 Total		90.00
315295 Total:		90.00
MMSC2011 - MMASC	Total:	90.00
NBSFIN - NBS 315296 10 Inv 202209-203	0/19/2022 30	
Line Item Date 09/20/2022	Line Item Description Professional Services for Library Parcel Tax: FY 2022-2023	1,701.00
Inv 202209-2030 T		1,701.00
AD Charle Datail (10/10	(2022 - 2.2 < D.).	Dogo 21

315296 Total:		1,701.00
NBSFIN - NBS Total:		1,701.00
OVDR8011 - OverDrive l	Inc.	
	9/2022	
Inv 01148CO223	52381	
Line Item Date 09/26/2022	Line Item Description eBooks / eAudiobooks	130.00
Inv 01148CO223523	81 Total	130.00
0 Total:		130.00
0 10001.		
OVDR8011 - OverDrive	Inc. Total:	130.00
PSLSV802 - Pasadena Li		
315297 10/1 Inv 1048	9/2022	
	The Key Description	
Line Item Date 08/31/2022	Line Item Description Live Scan Services - August 2022	400.00
Inv 1048 Total		400.00
315297 Total:		400.00
PSLSV802 - Pasadena Li	ve Scan Service Total:	400.00
<b>PKMK2010 - Peckham &amp;</b> 315298 10/1	z McKenney 9/2022	
Inv Invoice #3		
Line Item Date 09/27/2022	Line Item Description Executive Search for Finance Director	8,250.00
Inv Invoice #3 Total		8,250.00
315298 Total:		8,250.00
PKMK2010 - Peckham &	a McKenney Total:	8,250.00
<b>PHOE4610 - Phoenix Gr</b> 315299 10/1	oup Information Systems 9/2022	
Inv 082022184		
Line Item Date 09/26/2022	Line Item Description Parking enforcement citation processing - August 2022	9,014.83

Inv 082022184 Total	9,014.83
315299 Total:	9,014.83
PHOE4610 - Phoenix Group Information Systems Total:	9,014.83
JLPG5270 - Pong, Julia 315300 10/19/2022 Inv 125281	
Line Item Date     Line Item Description       09/27/2022     Refund Rocket Science class due to low enrollment.	140.00
Inv 125281 Total	140.00
315300 Total:	140.00
JLPG5270 - Pong, Julia Total:	140.00
ANPO5011 - Porraz, Anthony 315301 10/19/2022 Inv 9.21.22-9.22.22	
Line Item DateLine Item Description09/22/2022Course Chief Fire Officer 3A - Human Resources Mmgt. CFO3A-01	360.00
Inv 9.21.22-9.22.22 Total	360.00
315301 Total:	360.00
ANPO5011 - Porraz, Anthony Total:	360.00
POS8031 - Positive Promotions Inc. 315302 10/19/2022 Inv 07023943	
Line Item DateLine Item Description09/23/2022City Open House Event Promotional Items: 10/02/2022	123.40
Inv 07023943 Total	123.40
315302 Total:	123.40
POS8031 - Positive Promotions Inc. Total:	123.40
POS5265 - Post Alarm Systems           0         10/19/2022	

Check Number C	Check Date	Amount
Inv 1488338		
Line Item Date	Line Item Description	
06/03/2022	Post Alarm Services for Orange Grove Recreation Center - July 22	54.33
06/03/2022	Post Alarm Services for War Memorial Building - July 22	54.33
Inv 1488338 Total	1	108.66
) Total:		108.66
OS5265 - Post Alarm	Systems Total:	108.66
EDS6010 - Prime Ele	ectric Distributors 0/19/2022	
Inv S1415231.		
Line Item Date	Line Item Description	
07/27/2020	Specialty Tools for Street Light Repairs	228.22
Inv S1415231.001	Total	228.22
Inv S1415795.	.001	
Line Item Date 07/27/2020	Line Item Description Specialty Tools for Street Light Repairs	106.94
Inv S1415795.001	Total	106.94
Inv S1415952.	.001	
Line Item Date	Line Item Description	
08/04/2020	Specialty Tools for Street Light Repairs	330.55
Inv S1415952.001	Total	330.55
Inv S1416879.	.001	
Line Item Date 08/13/2020	Line Item Description Specialty Tools for Street Light Repairs	41.83
Inv S1416879.001		41.83
Inv S1416879.	002	
Line Item Date	Line Item Description	
08/14/2020	Specialty Tools for Street Light Repairs	62.74
Inv S1416879.002	2 Total	62.74
Inv S1417249.	.001	
Line Item Date 08/31/2020	Line Item Description Specialty Tools for Street Light Repairs	396.70
Inv S1417249.001	Total	396.70

Inv S1418744.0	001	
Line Item Date 09/21/2020	Line Item Description Specialty Tools for Street Light Repairs	396.70
Inv S1418744.001	Total	396.70
Inv S1420774.0	001	
Line Item Date 10/19/2020	Line Item Description Specialty Tools for Street Light Repairs	108.88
Inv S1420774.001	Total	108.88
Inv S1420774.	002	
Line Item Date 03/21/2021	Line Item Description Specialty Tools for Street Light Repairs	108.88
Inv S1420774.002	Total	108.88
0 Total:		1,781.44
PEDS6010 - Prime Elec	ctric Distributors Total:	1,781.44
CSAC2012 - PRISM	0/10/2022	
0 10 Inv 23990015	0/19/2022	
Line Item Date 09/30/2022	Line Item Description OEL Renewal Fee	337.63
Inv 23990015 Tota	al	337.63
0 Total:		337.63
CSAC2012 - PRISM T	otal:	337.63
PSOMAS - PSOMAS		
315303 10 Inv 187667	0/19/2022	
Line Item Date 09/07/2022	Line Item Description Assistance with General Plan & Downtown Specific Update - Aug'22	10,842.00
Inv 187667 Total		10,842.00
315303 Total:		10,842.00
PSOMAS - PSOMAS 1	Fotal:	10,842.00
RTPC5500 - Regional	TAP Service Center	

# RTPC5500 - Regional TAP Service Center

Check Number C	heck Date	Amount
	0/19/2022	
Inv 6017459		
Line Item Date 09/19/2022	Line Item Description Metro 30 day senior bus pass subsidy payment for Aug'22	292.00
Inv 6017459 Total		292.00
315304 Total:		292.00
TPC5500 - Regional	TAP Service Center Total:	292.00
T4U8180 - Revolution	n Foods, PBC	
	0/19/2022	
Line Item Date 09/28/2022	Line Item Description Meals for Onsite and Home Delivery: August 2022	6,256.00
Inv 0822-3319 Tot	al	6,256.00
15305 Total:		6,256.00
T4U8180 - Revolution	n Foods, PBC Total:	6,256.00
SSS8267 - Round Star	r West, LLC	
	0/19/2022	
Inv 8407		
Line Item Date 10/05/2022	Line Item Description Contract Class Instructor-Super Soccer Stars- July classes	179.40
Inv 8407 Total		179.40
Inv 8409		
Line Item Date	Line Item Description	2/0.1/
10/05/2022	Contract Class Instructor-Super Soccer Stars- July classes	269.10
Inv 8409 Total		269.10
Total:		448.50
SSS8267 - Round Sta	r West, LLC Total:	448.50
	iel Valley City Managers' Association	
15306 10 Inv 092122	0/19/2022	
Line Item Date	Line Item Description	
09/22/2022	SGVCMA lunch meeting 09/21/2022	70.00
Inv 092122 Total		70.00
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315306 Total:		70.00
6GVE2011 - San Gabr	iel Valley City Managers' Association Total:	70.00
	riel Valley Medical Center	
15307 10 Inv 892799	0/19/2022	
Line Item Date	Line Item Description	
09/26/2022	Blood draw record 892799	48.00
Inv 892799 Total		48.00
315307 Total:		48.00
SGVMC111 - San Gab	riel Valley Medical Center Total:	48.00
SAN4958 - San Marino 315308 10	o Security System 0/19/2022	
Inv 33130	0/17/2022	
Line Item Date	Line Item Description	
07/01/2022 07/01/2022	Security System for Orange Grove Recreation Building Security System for Eddie Park House, Garfiled Park House, WMB	207.00 1,035.00
Inv 33130 Total		1,242.00
Inv 34041		
Line Item Date	Line Item Description	1.035.00
10/06/2022 10/06/2022	Security System for Eddie Park House, Garfiled Park House, WMB Security System for Orange Grove Recreation Building	207.00
Inv 34041 Total		1,242.00
315308 Total:		2,484.00
AN4958 - San Marino	o Security System Total:	2,484.00
ATPHONE - SATPH		
315309 10 Inv 100012617	0/19/2022 75	
Line Item Date 10/03/2022	Line Item Description Satellite Phone Card - 1,000 Minutes for Emergency Operations	812.67
Inv 1000126175 T	òtal	812.67
315309 Total:		812.67
D Chaster Datail (10/10	1/2022 2.26 DM	D 27

SATPHONE - SATPHO	NESTORE Total:	812.67
CAT6710 - Scott's Aut		
	/19/2022	
Inv 17157		
Line Item Date 07/21/2022	Line Item Description Street Vehicle unit # 330 - Cylinder repair and replacement	262.28
Inv 17157 Total		262.28
315310 Total:		262.28
CAT6710 - Scott's Aut	omotive Total:	262.28
DSI0107 - SDS Securit	v Design Systems	
	/19/2022	
Inv 237318		
Line Item Date 06/01/2022	Line Item Description Chambers Access Control-July 2022 NM583	67.12
Inv 237318 Total		67.12
Inv 237319		
Line Item Date 06/01/2022	Line Item Description Access Control-Fire Dep. EOC-July 2022 NM584	77.14
Inv 237319 Total		77.14
Inv 237337		
Line Item Date 06/01/2022	Line Item Description Security at Yard Cameras-July 2022 NM618	29.15
Inv 237337 Total		29.15
Inv 237338		
Line Item Date 06/01/2022	<u>Line Item Description</u> Security at City Hall Rear Gate Access Control-July 2022 NM586	45.66
Inv 237338 Total		45.66
Inv 237339		
Line Item Date 06/01/2022	Line Item Description Security at Fire Department Gate Access Control-July 2022 NM 585	36.66
Inv 237339 Total		36.66
Inv 237388		
Line Item Date 07/05/2022	Line Item Description Security Chambers Access Control-Aug 2022 NM 583	67.12

Check Number	Check Date
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Inv 237388 Total		67.12
Inv 237389		
Line Item Date 07/05/2022	Line Item Description Security at Yard Cameras-Aug 2022 NM618	29.15
Inv 237389 Total		29.15
Inv 237390		
Line Item Date 07/05/2022	Line Item Description City Hall Access Control First Floor-Aug 2022 NM 582	101.71
Inv 237390 Total		101.71
Inv 237391		
Line Item Date 07/05/2022	Line Item Description Security at City Hall Rear Gate Access-Aug 2022 NM586	45.66
Inv 237391 Total	INNESO	45.66
Inv 237392		
Line Item Date 07/05/2022	Line Item Description Security at Fire Department Gate Access Control-Aug	36.66
Inv 237392 Total	2022 NM 585	36.66
Inv 237393		
Line Item Date	Line Item Description	
07/05/2022	Security Access Control-Fire Department EOC-Aug 2022 NM 584	77.14
Inv 237393 Total		77.14
Inv 238026		
Line Item Date 08/01/2022	Line Item Description Security Chambers Access Control-Sep 2022 NM583	67.12
Inv 238026 Total		67.12
Inv 238027		
Line Item Date 08/01/2022	Line Item Description Security at Yard Cameras-Sep 2022 NM 618	29.15
Inv 238027 Total		29.15
Inv 238029		
Line Item Date	Line Item Description	
08/01/2022	Security at City Hall Rear Gate Access Control-Sep 2022 NM586	45.66
Inv 238029 Total		45.66

Inv 238030		
Line Item Date 08/01/2022	Line Item Description Security at Fire Dep. Gate Access Control-Sep 2022 NM585	36.66
Inv 238030 Total		36.66
Inv 238031		
Line Item Date 08/01/2022	Line Item Description Security Access Control-Fire Dep. EOC-Sep 2022 NM584	77.14
Inv 238031 Total		77.14
Inv 238380		
Line Item Date 09/28/2022	Line Item Description SDS Security Design Systems - October 2022	217.46
Inv 238380 Total		217.46
Inv 238396		
Line Item Date 09/28/2022	Line Item Description SDS Security Design Systems - October 2022	113.00
Inv 238396 Total		113.00
Inv 238422		
Line Item Date 09/28/2022	Line Item Description SDS Security Design Systems - October 2022	65.18
Inv 238422 Total		65.18
Inv 238442		
Line Item Date 09/28/2022	Line Item Description SDS Security Design Systems - October 2022	30.00
Inv 238442 Total		30.00
315311 Total:		1,294.54
SDSI0107 - SDS Securi	ity Design Systems Total:	1,294.54
KAYSHAFR - Shaffer, 315312 10 Inv 266128257	0/19/2022	
Line Item Date 05/20/2022	Line Item Description Admin Hearing Review - Citation Dismissal	50.00
Inv 266128257 To		50.00
mv 200120237 10		50.00
315312 Total:		50.00
A.D. Cl. 1 D. ( 1) (10/10	19992 - 2 37 DVD	

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KAYSHAFR - Shaffer, Kaya Total:	50.00
ANTHSHIA - Shiau, Anthony 315313 10/19/2022	
Inv 125293	
Line Item DateLine Item Description09/27/2022Refund recreation class due to low enrollment.	280.00
Inv 125293 Total	280.00
315313 Total:	280.00
ANTHSHIA - Shiau, Anthony Total:	280.00
WLST8267 - Shuttic, William 101-8030-8021-8267-000	
0 10/19/2022 Inv 8925	
Line Item DateLine Item Description10/05/2022Contract Class Instructor-Senior Functional Fitness September'22	256.00
Inv 8925 Total	256.00
Inv 8928	
Line Item DateLine Item Description10/05/2022Contract Class Instructor-Senior Functional Fitness September'22	440.00
Inv 8928 Total	440.00
0 Total:	696.00
WLST8267 - Shuttic, William Total:	696.00
SPBK - Springbrook Holding Company, LLC	
0 10/19/2022 Inv INV-010364	
Line Item DateLine Item Description09/06/2022CivicPay Pad Transaction Fees	166.00
Inv INV-010364 Total	166.00
0 Total:	166.00
SPBK - Springbrook Holding Company, LLC Total:	166.00
STA5219 - Staples Business Advantage 0 10/19/2022	

3510802729 Inv Line Item Date Line Item Description 06/21/2022 Public Works Department- Parks Division Supplies 48.71 06/21/2022 Public Works Department- Parks Division Supplies 48.71 97.42 Inv 3510802729 Total 3510802731 Inv Line Item Description Line Item Date 09/26/2022 88.45 Camp Med Office supplies. 88.45 Inv 3510802731 Total Inv 3512257305 Line Item Date Line Item Description 07/07/2022 Public Works Department- Yard Admin. Supplies 153.00 153.00 Inv 3512257305 Total 3512257308 Inv Line Item Date Line Item Description 09/26/2022 PD Office Supplies 784.21 Inv 3512257308 Total 784.21 3512475137 Inv Line Item Date Line Item Description 07/09/2022 Public Works Department- Yard Admin. Supplies 73.33 Inv 3512475137 Total 73.33 3512777795 Inv Line Item Date Line Item Description 07/15/2022 Public Works Department- Sewer Div. Supplies 56.19 56.19 Inv 3512777795 Total 3513694221 Inv Line Item Date Line Item Description 07/28/2022 Public Works Department- Yard breakroom supplies 10.45 Public Works Department- Yard breakroom supplies 07/28/2022 10.45 07/28/2022 Public Works Department- Yard breakroom supplies 10.45 07/28/2022 Public Works Department- Yard breakroom supplies 10.46 07/28/2022 Public Works Department- Yard breakroom supplies 10.45 52.26 Inv 3513694221 Total 3514849322 Inv Line Item Date Line Item Description 08/06/2022 Public Works Department- Water Div. supplies 212.53 08/06/2022 Public Works Department- Engineering Div. supplies 20.38 08/06/2022 Public Works Department- Water Div. supplies 76.00

Amount

Inv 3514849322 Total	308.91
Inv 3514849323	
Line Item DateLine Item Description08/06/2022Public Works Department- Yard breakroom supplies08/06/2022Public Works Department- Yard breakroom supplies	23.18 23.20 23.20 23.19 23.20 23.20 23.20
Inv 3514849323 Total	139.17
Inv 3514995843	
Line Item DateLine Item Description09/26/2022PD Office Supplies	17.52
Inv 3514995843 Total	17.52
Inv 3515066466	
Line Item DateLine Item Description08/11/2022Credit Card Receipt Rolls	61.28
Inv 3515066466 Total	61.28
Inv 3515066467	
Line Item DateLine Item Description08/11/2022Public Works Department- Parks Div. supplies	47.75
Inv 3515066467 Total	47.75
Inv 3515302500	
Line Item DateLine Item Description09/26/2022PD Office Supplies	173.41
Inv 3515302500 Total	173.41
Inv 3515302501	
Line Item DateLine Item Description09/26/2022PD Office Supplies	55.07
Inv 3515302501 Total	55.07
Inv 3515907609	
Line Item DateLine Item Description08/23/2022Public Works Department- Yard Admin supplies	55.11
Inv 3515907609 Total	55.11
Inv 3516542954	

# Line Item Date Line Item Description

Amount

	ter Date	Anount
08/25/2022 08/25/2022	Supplies for water conservation Supplies for Engineering	251.53 108.62
Inv 3516542954 Tot	al	360.15
Inv 3516542955		
Line Item Date 08/25/2022	Line Item Description Supplies for Engineering	6.93
Inv 3516542955 Tot	al	6.93
Inv 3516575896		
Line Item Date 08/25/2022	Line Item Description Supplies for Engineering	6.06
Inv 3516575896 Tot	al	6.06
Inv 3517327315		
Line Item Date 09/03/2022 09/03/2022 09/03/2022	<u>Line Item Description</u> Public Works Department- Operation Supplies Public Works Department- Operation Supplies Public Works Department- Operation Supplies	66.12 66.12 6.40
Inv 3517327315 Tot	al	138.64
Inv 3517719423		
Line Item Date 09/10/2022	Line Item Description Library supplies - bankers boxes	56.38
Inv 3517719423 Tot	al	56.38
Inv 3517795857		
Line Item Date 09/13/2022	Line Item Description Library supplies - usb hub	66.11
Inv 3517795857 Tot	al	66.11
Inv 3517860969		
Line Item Date 09/14/2022	Line Item Description Library supplies - stamp pad	9.87
Inv 3517860969 Tot	al	9.87
Inv 3517860973		
Line Item Date 09/22/2022	Line Item Description Dial-a-Ride Supplies	209.82
Inv 3517860973 Tot	al	209.82
Inv 3518046547		
Line Item Date 09/22/2022	Line Item Description Office supplies for Management Services department	225.68

Inv 3518046547 To	tal	225.68
Inv 351804654	3	
Line Item Date 09/16/2022	Line Item Description City Clerk Supplies	119.07
Inv 3518046548 To	tal	119.07
Inv 3518046550	)	
Line Item Date 09/26/2022	Line Item Description PD Office Supplies	70.55
Inv 3518046550 To	tal	70.55
Inv 351822518	)	
Line Item Date 09/12/2022	Line Item Description Library supplies - face masks for children	82.63
Inv 3518225180 To	tal	82.63
Inv 351822518		
Line Item Date 09/16/2022	Line Item Description Library supplies - reams of cardstock	51.55
Inv 3518225181 To	tal	51.55
Inv 3518225182	2	
Line Item Date 09/16/2022	Line Item Description Library supplies - cartons of water	43.20
Inv 3518225182 To	tal	43.20
Inv 3518225183	3	
Line Item Date 09/17/2022	Line Item Description AB 1234 Commission Training Supplies	66.27
Inv 3518225183 To		66.27
		00.27
Inv 351824067		
Line Item Date 09/18/2022	Line Item Description AB 1234 Commission Training Supplies	39.87
Inv 3518240677 To	tal	39.87
Inv 351831530	5	
Line Item Date 09/20/2022	Line Item Description Copier Paper - 2nd Floor Copy Room	184.99
Inv 3518315306 To	tal	184.99

Inv 3518315307		
Line Item Date 09/20/2022	Line Item Description CMO Office Supplies - Markers	30.76
Inv 3518315307 Tota	1	30.76
Inv 3518315308		
Line Item Date 09/20/2022	Line Item Description Library supplies - twine	18.19
Inv 3518315308 Tota	1	18.19
Inv 3518315310		
Line Item Date 09/22/2022	Line Item Description Senior Center supplies	21.98
Inv 3518315310 Tota	1	21.98
Inv 3518387680		
Line Item Date 09/21/2022	Line Item Description City Manager Office Supplies: Fujitsu Printer	440.99
Inv 3518387680 Tota	1	440.99
Inv 3518387681		
Line Item Date 09/20/2022	Line Item Description Library supplies - paper, Post-Its, Lysol spray	142.47
Inv 3518387681 Tota		142.47
Inv 3518387682		
Line Item Date 09/19/2022	Line Item Description Management Services Supplies	95.91
09/19/2022	Management Services Supplies	40.78
Inv 3518387682 Tota	1	136.69
Inv 3518387683		
Line Item Date 09/22/2022	Line Item Description Senior Center supplies	40.44
Inv 3518387683 Tota	1	40.44
Inv 3518465706		
Line Item Date 09/22/2022	Line Item Description Office supplies for Management Services department	233.64
Inv 3518465706 Tota	1	233.64
Inv 3518465707		
Line Item Date	Line Item Description	

# Line Item Date Line Item Description

Check Number C	Check Date	Amount
09/21/2022	City Clerk Supplies	179.95
Inv 3518465707 T	Fotal	179.95
Inv 351846570	08	
Line Item Date 09/22/2022	Line Item Description Management Services Supplies	152.28
Inv 3518465708 T	Total	152.28
Inv 351885293	36	
Line Item Date 09/21/2022	Line Item Description City Clerk Supplies	168.67
Inv 3518852936 T	Total	168.67
Inv 351885293	37	
Line Item Date 09/27/2022	Line Item Description Supplies for water conservation	132.32
Inv 3518852937 T	Fotal	132.32
Inv 351970781	12	
Line Item Date 09/26/2022	Line Item Description PD Office Supplies	370.89
Inv 3519707812 T	Fotal	370.89
Inv 351975011	15	
Line Item Date 10/02/2022	Line Item Description PD Office Supplies	108.90
Inv 3519750115 T	Total	108.90
0 Total:		6,079.02
STA5219 - Staples Bus	iness Advantage Total:	6,079.02
NCOSTEP - Stepro, Ni 315314 1	icole M 0/19/2022	
Inv 125292	0,19,2022	
Line Item Date 09/27/2022	Line Item Description Refund Rocket Science class due to low enrollment.	140.00
Inv 125292 Total		140.00
315314 Total:		140.00
NCOSTEP - Stepro, N	icole M Total:	140.00
AP-Check Detail (10/10	0/2022 - 3:26 PM)	Page 47

SRYC5011 - Stericycle I		
315315 10. Inv 3006174163	/19/2022	
Line Item Date 10/01/2022	Line Item Description Hazardous Medical Waste Disposal: 10/2022-12/2022	156.65
Inv 3006174163 To	tal	156.65
315315 Total:		156.65
SRYC5011 - Stericycle I	Inc. Total:	156.65
	ina /19/2022	
Inv 125364		
Line Item Date 09/27/2022	Line Item Description Refund War Memorial building security deposit.	561.00
Inv 125364 Total		561.00
315316 Total:		561.00
JOANSUM - Sum, Joan	nna Total:	561.00
SUVA8022 - Sunset Van		
315317 10. Inv 22745	/19/2022	
Line Item Date 09/19/2022	Line Item Description Wheelchair maintenance and inspection of Dial-a-Ride Vehicle 79	155.00
Inv 22745 Total		155.00
Inv 22746		
Line Item Date 09/19/2022	Line Item Description Wheelchair maintenance and inspection of Dial-a-Ride Vehicle 80	155.00
Inv 22746 Total		155.00
315317 Total:		310.00
SUVA8022 - Sunset Van	s Inc. Total:	310.00
	Court of California, County of LA /19/2022 2	

Line Item Date Line Item Description

Check Number Check Date	Amount
09/26/2022 Parking citations revenue distribution: August 2022	3,495.50
Inv August 2022 Total	3,495.50
315318 Total:	3,495.50
SCRR4010 - Superior Court of California, County of LA Total:	3,495.50
TALEWISE - Talewise         315319       10/19/2022         Inv       15277	
Line Item DateLine Item Description09/27/2022Halloween Spooktacular Dry Ice Show performance, 10/28/22.	425.00
Inv 15277 Total	425.00
315319 Total:	425.00
TALEWISE - Talewise Total:	425.00
COBR7131 - The Advantage Group         0       10/19/2022         Inv       145947	
Line Item Date     Line Item Description       08/05/2022     HRA Administration Fee - August       2022	312.00
Inv 145947 Total	312.00
Inv September	
Line Item Date     Line Item Description       08/05/2022     HRA Disbursement -       September 2022	16,037.91
Inv September Total	16,037.91
0 Total:	16,349.91
COBR7131 - The Advantage Group Total:	16,349.91
HODE8011 - The Home Depot Pro (Formerly Supply Works)         315320       10/19/2022         Inv       708278494	
Line Item DateLine Item Description09/22/2022Library supplies - easy reach pick up tool	16.77
Inv 708278494 Total	16.77

Check Number C	Lileck Date	Amount
Inv 708892971	1	
Line Item Date 09/26/2022	Line Item Description Library supplies - broom and dustpan - 2 pack	57.15
Inv 708892971 To	tal	57.15
315320 Total:		73.92
HODE8011 - The Hom	ne Depot Pro (Formerly Supply Works) Total:	73.92
	<b>n's Wear &amp; Uniform's, Inc.</b> 0/19/2022	
Inv 20352	0.17/2022	
Line Item Date 09/13/2022	Line Item Description Uniform and Supplies for Cadet Esther Rodriguez	36.38
Inv 20352 Total		36.38
Inv 20699		
Line Item Date 09/08/2022	Line Item Description Uniform and Supplies for Cadet Esther Rodriguez	233.71
Inv 20699 Total		233.71
Inv 21993		
Line Item Date 09/21/2022	Line Item Description Captain's Uniform Ornament/Emblem	198.45
Inv 21993 Total		198.45
315321 Total:		468.54
TOM4455 - Tom's Mer	n's Wear & Uniform's, Inc. Total:	468.54
<b>UND6710 - Undergrou</b> 315322 10	und Service Alert/SC 0/19/2022	
Inv 22-230082		
Line Item Date 09/01/2022	Line Item Description CY 2021 CA Underground Facilities safe excavation board member	54.29
Inv 22-2300824 Te	otal	54.29
Inv 820220718	3	
Line Item Date 09/01/2022	Line Item Description CY 2021 CA Underground Facilities safe excavation board member	188.50
Inv 820220718 To	tal	188.50

**Check Number** 

**Check Date** 

Amount

315322 Total:		242.79
UND6710 - Underground	l Service Alert/SC Total:	242.79
POR4707 - United Site S	ervices, Inc.	
	19/2022	
Inv 114-1334023	1	
Line Item Date	Line Item Description	
09/27/2022	Portable toilet rental at the Skate Park. 09/06/22-10/03/22.	368.3
Inv 114-13340231 T	otal	368.3
15323 Total:		
OR4707 - United Site S	ervices, Inc. Total:	368.33
PP7789 - Upper San G		
315324 10/ Inv 2/08-22	19/2022	
Line Item Date 09/15/2022	Line Item Description Water Purchased from MWD due to Wilson Well 4 being out of	86,721.60
Inv 2/08-22 Total	service	86,721.60
Inv SoPas-9.8.22		
Line Item Date 10/03/2022	Line Item Description MWD Rebate Co-fund: July-August 2022	2,621.00
		2,621.00
Inv SoPas-9.8.22 To		2,021.00
315324 Total:		89,342.60
JPP7789 - Upper San G	abriel Valley MWD Total:	89,342.60
ESTREIN - Vestre Inc.		
315325 10/ Inv 1994	19/2022	
Line Item Date	Line Item Description	
06/10/2022	Prefabricated Parklet: Metro Grant	90,032.50
06/10/2022	Prefabricated Parklet	32,467.50
Inv 1994 Total		122,500.00
315325 Total:		122,500.00
ESTREIN - Vestre Inc.	Total:	122,500.00

JESSJWEL - Wellman, Jes		
315326 10/19 Inv 125365	/2022	
	Line Item Description Refund recreation class due to low enrollment.	140.00
Inv 125365 Total		140.00
315326 Total:		140.00
JESSJWEL - Wellman, Jes	ssica J Total:	140.00
<b>WLHD8020 - Westlake Ha</b> 0 10/19		
Inv 14302882		
	Line Item Description Police Department Supplies	30.38
Inv 14302882 Total		30.38
Inv 14302887		
	Line Item Description Fire Department Supplies - Extension Cord	14.32
Inv 14302887 Total		14.32
Inv 14302991		
	Line Item Description Fire Department Supplies - Building Supplies and Kitchen Gadget	336.82
Inv 14302991 Total		336.82
0 Total:		381.52
WLHD8020 - Westlake Ha	rdware Total:	381.52
WHI6410 - Whittier Fertil 315327 10/19 Inv 390934		
	Line Item Description Water Division-Soil mix to backfill parkway job sites	132.30
Inv 390934 Total		132.30
315327 Total:		132.30

WHI6410 - Whittier Fe	rtilizer Co. Total:	132.30
WIL2010 - Willdan Eng		
315328 10 Inv 00713522	/19/2022	
Line Item Date 02/25/2022	Line Item Description Historical Resources Planning Services - Through 01/28/2022	945.00
Inv 00713522 Total	I	945.00
Inv 00713537		
Inv 00713537 Line Item Date	Line Item Description	
03/25/2022	Historical Resources Planning Services - Through 02/25/2022	2,092.50
Inv 00713537 Total	I	2,092.50
Inv 00713553		
Line Item Date 04/25/2022	Line Item Description Historical Resources Planning Services - Through 04/01/2022	3,442.50
Inv 00713553 Total	I	3,442.50
Inv 00713572		
Line Item Date 05/23/2022	Line Item Description Historical Resources Planning Services - Through 04/29/2022	911.25
Inv 00713572 Total		911.25
Inv 00713590		
Line Item Date 06/24/2022	Line Item Description Historical Resources Planning Services - Through 05/27/2022	270.00
Inv 00713590 Total	l	270.00
Inv 00713606		
Line Item Date	Line Item Description	
07/20/2022	Historical Resources Planning Services - Through 06/30/2022	1,046.25
Inv 00713606 Total		1,046.25
315328 Total:		8,707.50
WIL2010 - Willdan Eng	zineering Total:	8,707.50
<b>XRXF5010 - Xerox Fina</b> 315329 10	ancial Services /19/2022	
Inv 3474587		
Line Item Date 09/10/2022	Line Item Description AN 010-0061587-001 Services 9/10/22-10/9/2022	1,906.08

Inv 3474587 Total		1,906.08
Inv 3497056		
Line Item Date 09/16/2022	Line Item Description AN 010-0061587-002 Services 9/6/22-10/5/2022	240.76
Inv 3497056 Total		240.76
315329 Total:		2,146.84
XRXF5010 - Xerox Fina	ncial Services Total:	2,146.84
<b>YTI1023 - Y Tire Perfor</b> 315330 10/ Inv 33803	mance LLC 19/2022	
Line Item Date 09/26/2022	Line Item Description Police Department automotive repairs - 4 tires unit #1201	1,077.31
Inv 33803 Total		1,077.31
Inv 33849		
Line Item Date 09/29/2022	Line Item Description Police Department automotive repairs - 4 tires unit #1404	1,003.05
Inv 33849 Total		1,003.05
315330 Total:		2,080.36
YTI1023 - Y Tire Perfor	mance LLC Total:	2,080.36
Total:		616,089.15

**Check Number** 

**Check Date** 

Amount

# ATTACHMENT 4 Online Payments

# City of SOUTH PASADENA

Online Payment Log						
Date	Vendor	Amount	Description			
9/29/2022	So Cal Edison	\$19,475.40	Online Payment for City's So Cal			
9/29/2022	So cal Edisoli	\$19,475.40	Edison Account # 33859.			
10/3/2022	22 So Cal Edison \$85.053.52		Online Payment for City's So Cal			
10/5/2022	So cal Edisoli	\$85,053.52	Edison Account # 11581.			
			Online Payment for City's So Cal			
10/10/2022	So Cal Gas	\$807.91	Gas Accounts Period			
			08/16/2022-09/15/2022.			
Tabal		6405 226 02				

Total:

\$105,336.83

### ATTACHMENT 5 Prepaid &Warrant Voids

### Accounts Payable

Void Check Proof List

 User:
 ealvarez

 Printed:
 09/28/2022 - 10:46AM

 Batch:
 00002.09.2022



Account Number	Amount Invoice No	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: EXHBITA Check No: 315039	Exhibit A Discovery, LLC Check Date: 09/07/2022 3,132.25 RET-001040	08/30/2022	General IT Consulting Services				23116	No	1
101-2010-2011-8272-000	5,152.25 1011 001010	00,00,2022	General II Consulting Services				25110	110	1
Check Total:	3,132.25								
Vendor Total:	3,132.25								
Report Total:	3,132.25								

### Accounts Payable

Void Check Proof List

 User:
 ealvarez

 Printed:
 09/28/2022 - 9:55AM

 Batch:
 00001.09.2022



Account Number	Amount I	nvoice No	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: SLVLGNA Check No: 314980	Sildy Villagrana Check Date: 0 332.00 1	)8/17/2022 23403	07/21/2022	Refund for summer Car	np Med due to inability to attend				No	0
101-0000-0000-5270-001	222100	20100	0,//211/2022						110	0
Check Total:	332.00									
Vendor Total:	332.00									
Report Total:	332.00									

### Accounts Payable

Void Check Proof List

 User:
 ealvarez

 Printed:
 09/28/2022 - 11:11AM

 Batch:
 00003.09.2022



Account Number	Amount Invoice No	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: CODE3TCH	Code 3 Technology LLC								
Check No: 315029	Check Date: 09/07/2022 62,680.00 21-246	08/08/2022	Mobile Data Computers,	Hardware, Installation, Keyboards			4523	No	1
274-4010-4019-8520-000									
101-4010-4011-8520-000	1,240.20 21-246	08/08/2022	Mobile Data Computers,	Hardware, Installation, Keyboards			4523	No	2
Check Total:	63,920.20								
Vendor Total:	63,920.20								
Report Total:	63,920.20								

# ATTACHMENT 6 Payroll Summary

### Payroll

### Payroll Summary Report



Payroll Date:	9/30/2022	Regular		
Checks				\$ 1,241.88
Direct Deposits				\$ 503,204.87
IRS Payments				\$ 108,229.05
EDD - State of CA				\$ 33,500.82
PERS Pension				\$ 118,895.76
Deferred Comp				\$ 17,271.73
PERS Health				\$ 168,497.15
			Subtotal:	\$ 950,841.26
Payroll Date:	9/30/2022	Off-Cycle		
Checks				\$ 171,815.98
Direct Deposits				\$ -
IRS Payments				\$ 143,945.46
EDD - State of CA				\$ 51,050.03
PERS Pension				\$ -
Deferred Comp				\$ -
PERS Health				\$ -
			Subtotal:	\$ 366,811.47
			Grand Total:	\$ 1,317,652.73



**City Council** Agenda Report

ITEM NO. 13

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager AC
PREPARED BY:	Ken Louie, Interim Deputy City Manager - Finance Albert Trinh, Finance Manager Stephanie Pinto, Management Analyst
SUBJECT:	Monthly Investment Report for August 2022

#### Recommendation

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

#### Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest, and securities with a maturity of more than 12 months at current market values.

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7635. A copy of the Resolution is available in the City Clerk's Office.

#### Analysis

The Monthly Investment Report provides a detailed report of the City's investments in various bonds and the Local Agency Investment Fund (LAIF). The report provides assurance that the City is in compliance with California Government Code Section 53646, whereby the investment liquidity meets the City's expenditure requirements for the next six months.

#### **Fiscal Impact**

The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

#### Commission Review and Recommendation

Item not required to be reviewed by a commission.

Attachment: City Investment Report for August 2022

# ATTACHMENT

City Investment Reports for August 2022

#### Exhibit A

#### City of South Pasadena INVESTMENT REPORT August 31, 2022

#### **Investment Balances at Month End**

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT F	UND:				
LAIF City	ON DEMAND	1.276%	24.56%	15,610,187.55	15,610,187.55
SUBTOTAL			24.56% \$	15,610,187.55	\$ 15,610,187.55
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.79%	21.60%	13,732,592.63	13,199,614.76
U.S. Treasury Bills	See Exhibit B-1	2.00%	5.97%	3,796,714.57	3,805,504.78
US Treasury Notes & Bonds	See Exhibit B-1	1.16%	46.19%	29,363,561.17	28,354,718.89
US Obligations Variable	See Exhibit B-1	2.79%	1.68%	1,066,455.34	1,065,827.51
SUBTOTAL			75.44% \$	47,959,323.71	\$ 46,425,665.94
TOTAL INVESTMENTS			100.00%	63,569,511.26	\$ 62,035,853.49
BANK ACCOUNTS:					
Bank of the West Accounts Balance	:		\$	6,950,660.22	
Zions Bank Uninvested Cash Balan	ce <sup>1</sup> :		\$	687,550.71	
Zions Bank Unsettled Transactions <sup>1</sup>				-	
BNY Mellon Uninvested Cash Balar	nce <sup>2</sup>		\$	158,738.42	

#### Footnotes:

<sup>1</sup> The Zions Bank Uninvested Cash Balance and Unsetteled Transactions are separate from the investment portion. The sum of the three Zions Bank balance totals to the balance reflected on the provided statement.

<sup>2</sup> The BNY Mellon Uninvested Cash Balance is information-only as it is funds intended for 2016 Water Revenue Bond.

Required Disclosures:		
Average weighted maturity of the portfolio		<u>529</u> DAYS
Average weighted total yield to maturity of the portfolio		<u>1.616%</u>
Projected Expenditures for the next 6 months:		
Projected with Prior Year Same Period:	\$	24,293,159
Projected with FY 2023 Adopted Budget:	\$	38,563,906
* Current market valuation is required for investments w	ith mat	urities of more than twelve mo

\* Current market valuation is required for investments with maturities of more than twelve months.

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

10/05/2022

Gary Pia, City Treasurer

13 - 3

Date

### Exhibit B-1

# ZIONS BANK<sup>®</sup>

Statement of Account

August 1, 2022 Through August 31, 2022

South Pasadena Custody

Account Number:

City of South Pasadena 1414 Mission Street South Pasadena, CA 91030



### **Cash Reconciliation**

	Income	Principal
Opening Balance August 1, 2022	\$ 517,264.05	\$ -517,264.05
Receipts		
Sales	0.00	1,808,919.67
Interest	64,160.68	0.00
Dividends	2,428.55	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	66,589.23	1,808,919.67
Disbursements		
Purchases	0.00	-2,217,380.41
Fees	0.00	0.00
Other Disbursements	0.00	-4,052.72
Transfers	0.00	0.00
Total Disbursements	0.00	-2,221,433.13
Net Cash Management	0.00	345,924.23
Closing Balance August 31, 2022	\$ 583,853.28	\$ -583,853.28

### Portfolio Summary

August 31, 2022	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	1.46%	687,550.71	12,432.11	1.81%
Fixed Income	98.54%	46,427,665.94	803,065.00	1.73%
Total Portfolio	100.00 %	47,115,216.65	815,497.11	1.73%
Accrued Income		197,402.96		
Total Market Value		47,312,619.61		

Account No :

### Holdings

Shares / PV	Asset Description			Cost	Price	Market E	st Ann Inc	Yield A	.cc Income
	<u> Money Market Funds - Tax</u>	able							
687,550.71	Fidelity Gov Port III FCGXX			687,550.71	1.00	687,550.71	12,432.11	1.81%	1,461.65
687,550.71	* * Sub Totals * *			687,550.71		687,550.71	12,432.11	1.81%	1,461.65
	Corporate Bonds (30/360)								
191,000	Visa Inc	2.150%	09/15/2022	192,555.51	99.99	190,973.87	4,106.50	2.15%	1,892.66
469,000	Chubb INA Holdings Inc	2.875%	11/03/2022	473,209.72	99.84	468,230.73	13,483.75	2.88%	4,406.70
383,000	Bank of New York Mellon	2.950%	01/29/2023	384,493.77	99.71	381,872.85	11,298.50	2.96%	978.36
353,000	Amazon Com Inc	2.400%	02/22/2023	352,656.56	99.54	351,359.23	8,472.00	2.41%	189.32
470,000	General Dynamics Corp	3.375%	05/15/2023	476,093.05	99.79	468,989.89	15,862.50	3.38%	4,652.41
466,000	Burlington Northn Santa Fe	3.850%	09/01/2023	471,247.13	100.12	466,581.55	17,941.00	3.85%	8,970.50
237,000	Cisco Systems Inc	2.200%	09/20/2023	235,410.30	98.68	233,872.39	5,214.00	2.23%	2,330.28
373,000	Deere John Capital Corp	3.650%	10/12/2023	383,670.76	100.06	373,221.44	13,614.50	3.65%	5,248.05
374,000	State Street Corp	3.700%	11/20/2023	392,227.00	100.12	374,431.66	13,838.00	3.70%	3,865.36
469,000	Caterpillar Finl Svcs	3.750%	11/24/2023	488,541.36	100.22	470,039.24	17,587.50	3.74%	4,716.20
468,000	Truist Finl Corp	3.750%	12/06/2023	485,403.26	100.18	468,845.34	17,550.00	3.74%	4,117.88
467,000	Blackrock Inc	3.500%	03/18/2024	471,794.13	99.76	465,896.54	16,345.00	3.51%	7,396.34
235,000	MetLife Inc	3.600%	04/10/2024	242,189.29	100.08	235,196.18	8,460.00	3.60%	3,308.38
468,000	Comcast Corp New	3.700%	04/15/2024	486,999.46	99.79	467,018.15	17,316.00	3.71%	6,529.78
478,000	Texas Instruments Inc	2.625%	05/15/2024	484,080.02	98.60	471,309.05	12,547.50	2.66%	3,680.13
242,000	Paccar Financial Corp	2.150%	08/15/2024	245,945.38	96.97	234,663.50	5,203.00	2.22%	218.00
598,000	Unitedhealth Group Inc	2.375%	08/15/2024	612,447.46	97.81	584,904.53	14,202.50	2.43%	595.08
241,000	United Parcel Svcs Inc	2.200%	09/01/2024	242,165.57	97.14	234,106.22	5,302.00	2.26%	2,651.00
390,000	Coca Cola Co	1.750%	09/06/2024	395,146.14	96.99	378,265.22	6,825.00	1.80%	3,317.18
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	96.73	590,031.46	13,420.00	2.27%	4,460.84
483,000	Pepsico Inc	2.250%	03/19/2025	494,354.84	96.45	465,842.83	10,867.50	2.33%	4,887.34
487,000	Target Corp	2.250%	04/15/2025	494,519.29	96.19	468,462.87	10,957.50	2.34%	4,132.02
504,000	US Bancorp	1.450%	05/12/2025	498,297.09	93.72	472,367.05	7,308.00	1.55%	2,204.65
827,000	JPMorgan Chase & Co	3.900%	07/15/2025	873,558.57	99.38	821,875.13	32,253.00	3.92%	4,054.15

### Holdings

Shares / PV	Asset Description			Cost	Price	Market E	Est Ann Inc	Yield A	Acc Income
585,000	Bank Of America Corp	3.875%	08/01/2025	624,331.14	99.43	581,666.91	22,668.75	3.90%	1,836.30
472,000	Home Depot Inc	3.350%	09/15/2025	499,974.23	99.22	468,302.43	15,812.00	3.38%	7,287.65
513,000	Bristol-Myers Squ bb Co	0.750%	11/13/2025	473,796.54	91.05	467,067.05	3,847.50	0.82%	1,149.95
257,000	Prudential Finl Inc	1.500%	03/10/2026	249,874.41	91.67	235,603.60	3,855.00	1.64%	1,830.59
403,000	Procter & Gamble Co	1.000%	04/23/2026	394,061.18	92.00	370,754.54	4,030.00	1.09%	1,429.64
524,000	Schwab Charles Corp	1.150%	05/13/2026	503,714.96	90.33	473,350.77	6,026.00	1.27%	1,801.07
485,000	Intel Corp	2.600%	05/19/2026	497,799.65	95.78	464,512.54	12,610.00	2.71%	3,557.57
13,522,000	* * Sub Totals * *			13,732,592.63		13,199,614.76	368,824.50	2.79%	107,695.38
	U.S. Treasury Bills								
1,429,000	U S Treasury Bills		09/06/2022	1,426,307.76	99.97	1,428,599.88	24,343.34	1.70%	0.00
2,382,000	U S Treasury Bills		10/06/2022	2,370,406.81	99.79	2,376,904.90	51,650.14	2.17%	0.00
3,811,000	* * Sub Totals * *			3,796,714.57		3,805,504.78	75,993.48	2.00%	0.00
	U.S. Treasury Notes & Bon	ds							
2,246,000	U S Treasury Notes	1.750%	01/31/2023	2,251,056.92	99.41	2,232,663.25	39,305.00	1.76%	3,311.02
2,648,000	U S Treasury Notes	1.375%	06/30/2023	2,640,009.54	98.35	2,604,247.10	36,410.00	1.40%	6,134.29
1,471,000	U S Treasury Notes	0.250%	09/30/2023	1,446,948.50	96.63	1,421,468.49	3,677.50	0.26%	1,537.32
2,133,000	U S Treasury Notes	2.875%	11/30/2023	2,179,603.78	99.30	2,118,086.06	61,323.75	2.90%	15,414.71
2,036,000	U S Treasury Notes	2.125%	03/31/2024	2,034,316.55	97.98	1,994,803.58	43,265.00	2.17%	18,086.19
2,888,000	U S Treasury Notes	2.000%	04/30/2024	2,893,472.33	97.68	2,820,989.74	57,760.00	2.05%	19,305.65
2,753,000	U S Treasury Notes	0.625%	10/15/2024	2,688,117.38	94.26	2,594,917.23	17,206.25	0.66%	6,487.60
2,539,000	U S Treasury Notes	0.500%	03/31/2025	2,466,140.98	92.74	2,354,724.46	12,695.00	0.54%	5,306.93
2,320,000	U S Treasury Notes	0.250%	06/30/2025	2,213,630.56	91.43	2,121,078.56	5,800.00	0.27%	977.17
2,077,000	U S Treasury Notes	0.375%	11/30/2025	1,972,491.75	90.54	1,880,578.11	7,788.75	0.41%	1,957.83
2,215,000	U S Treasury Notes	0.375%	01/31/2026	2,109,604.43	90.11	1,995,836.83	8,306.25	0.42%	699.71
2,062,000	U S Treasury Notes	0.750%	03/31/2026	1,982,404.35	90.97	1,875,776.66	15,465.00	0.82%	6,464.88
2,598,000	U S Treasury Notes	0.750%	08/31/2026	2,485,764.10	90.13	2,341,548.82	19,485.00	0.83%	0.00
29,986,000	* * Sub Totals * *			29,363,561.17		28,356,718.89	328,487.50	1.16%	85,683.30

Account No :

### Holdings

Shares / PV	Asset Description		Cost	Price	Market Est Ann Inc		Yield Acc Income		
	U.S. Obligations Variable								
1,065,000	U S Treasury Notes Adj Rt	2.794%	10/31/2023	1,066,455.34	100.08	1,065,827.51	29,759.52	2.79%	2,562.63
1,065,000	* * Sub Totals * *			1,066,455.34		1,065,827.51	29,759.52	2.79%	2,562.63
49,071,550.71	* * Grand Totals * *			48,646,874.42		47,115,216.65	815,497.11	1.73%	197,402.96
				a					
			Cash S	Summary					
	Principal	Cash			-583,853.2	28			
	Income C	ash			583,853.2	28			
	Invested I	ncome			0.0	00			

Date	Description	Inc	come	Principal	Carrying Value
	Starting Balances	\$ 517,2	64.05	\$ -517,264.05	\$ 48,859,061.14
	Interest				
08/01/2022	Interest	11,3	34.38		
	Bank Of America Corp 3.8750% 08/01/25				
08/01/2022	Interest	3,8	70.00		
	Bristol-Myers Squ bb Co 2.0000% 08/01/22				
08/01/2022	Interest	4,1	53.13		
	U S Treasury Notes 0.3750% 01/31/26				
08/01/2022	Interest	4,2	37.03		
	U S Treasury Notes 2.5550% 10/31/23				
08/02/2022	Maturity - Interest	2,0	80.33		
	U S Treasury Bills 08/02/22				
08/02/2022	Interest	19,6	52.50		
	U S Treasury Notes 1.7500% 01/31/23				
08/10/2022	Purchase Accrued Interest	-1,2	70.11		
	Blackrock Inc 3.5000% 03/18/24				
08/10/2022	Purchase Accrued Interest	-93	29.81		
	Bristol-Myers Squ bb Co 0.7500% 11/13/25				
08/10/2022	Purchase Accrued Interest	-1,5	81.39		
	Burlington Northn Santa Fe 3.8500% 09/01/23				
08/10/2022	Purchase Accrued Interest	-3	93.56		
	Cisco Systems Inc 2.2000% 09/20/23				
08/11/2022	Purchase Accrued Interest	-6	73.07		
	Chubb INA Holdings Inc 2.8750% 11/03/22				
08/15/2022	Interest	2,6	01.50		
	Paccar Financial Corp 2.1500% 08/15/24				
08/15/2022	Interest	7,1	01.25		
	Unitedhealth Group Inc 2.3750% 08/15/24				
08/22/2022	Interest	4,2	36.00		
	Amazon Com Inc 2.4000% 02/22/23				
08/31/2022	Interest	9,7	42.50		
	U S Treasury Notes 0.7500% 08/31/26				
		Sub Total 64,10	60.68	0.00	0.00

Date	Description		Income	Principal	Carrying Value
	Dividends				
08/01/2022	Dividend		2,428.55		
	Fidelity Gov Port III FCGXX				
	Interest From 07/01/2022 To 07/31/2022				
		Sub Total	2,428.55	0.00	0.00
	Buys				
08/04/2022	Buy			-1,426,307.76	1,426,307.76
	U S Treasury Bills 09/06/22 1429000 Par Val @ \$99.8116				
08/10/2022	Buy			-92,357.88	92,357.88
00/10/2022	Blackrock Inc 3.5000% 03/18/24			-92,007.00	92,007.00
	92000 Par Val @ \$100.389				
08/10/2022	Buy			-473,796.54	473,796.54
	Bristol-Myers Squ bb Co   0.7500% 11/13/25 513000 Par Val @_\$92.358				
08/10/2022	Buy			-93,364.56	93,364.56
00/10/2022	Burlington Northn Santa Fe 3.8500% 09/01/23			00,00	00,000
	93000 Par Val @ \$100.392				
08/10/2022	Buy			-45,547.82	45,547.82
	Cisco Systems Inc 2.2000% 09/20/23				
00144/0000	46000 Par Val @ \$99.017			00.005.05	00 005 05
08/11/2022	Buy Chubb INA Holdings Inc 2.8750% 11/03/22			-86,005.85	86,005.85
	Chubb INA Holdings Inc 2.8750% 11/03/22 86000 Par Val @ \$100.0068				
		Sub Total	0.00	-2,217,380.41	2,217,380.41
	Sells				
08/01/2022	Maturity			387,000.00	-392,178.37
00/01/2022	Bristol-Myers Squ bb Co 2.0000% 08/01/22			001,000.00	002,110.01
	387000 PV @ \$ 100.00				
	Cost Basis Removed \$388,305.27				
	Short Term Gain/Loss : \$-802.90				
	Long Term Gain/Loss : \$-502.37				
08/02/2022	Maturity			1,421,919.67	-1,421,919.67

Account No :

Date	Description		Income	Principal	Carrying Value
	U S Treasury Bills 08/02/22 1424000 PV @ \$ 99.85390941 Cost Basis Removed \$1,421,919.67				
	Cost Dasis Removed \$1,421,919.07	Sub Total	0.00	1,808,919.67	-1,814,098.04
	Disbursements				
08/09/2022	Cash Disbursement Miscellaneous Disbursement Paid To: Morgan Stanley & Co. LLC Per Sec. 9 of Custody Agmt Inv#10823022217 dtd 08-05-22 Acct#255-138705			-4,052.72	
	1 el 3ec. 3 di Gustody Agint int#10023022217 dia 00-03-22 Accu#233-130703	Sub Total	0.00	-4,052.72	0.00
	Cash Management				
08/01/2022	Sweep - Buy Fidelity Gov Port III FCGXX			-433,350.47	433,350.47
08/02/2022	433350.47 Par Val @ \$1.00 Sweep - Buy Fidelity Gov Port III FCGXX			-1,423,325.12	1,423,325.12
08/04/2022	1423325.12 Par Val @ \$1.00 Sweep - Sell Fidelity Gov Port III FCGXX			1,426,307.76	-1,426,307.76
08/09/2022	Sold 1426307.76 Par Val @ \$1.00 Sweep - Sell Fidelity Gov Port III FCGXX			4,052.72	-4,052.72
08/10/2022	Sold 4052.72 Par Val @ \$1.00 Sweep - Sell Fidelity Gov Port III FCGXX			709,241.67	-709,241.67
08/11/2022	Sold 709241.67 Par Val @ \$1.00 Sweep - Sell Fidelity Gov Port III FCGXX			86,678.92	-86,678.92
08/15/2022	Sold 86678.92 Par Val @ \$1.00 Sweep - Buy Fidelity Gov Port III FCGXX			-9,702.75	9,702.75
08/22/2022	9702.75 Par Val @ \$1.00 Sweep - Buy Fidelity Gov Port III FCGXX			-4,236.00	4,236.00

Account No :

Date	Description		Income	Principal	Carrying Value
08/31/2022	4236 Par Val @ \$1.00 Sweep - Buy Fidelity Gov Port III FCGXX			-9,742.50	9,742.50
	9742.5 Par Val @ \$1.00	Sub Total	0.00	345,924.23	-345,924.23
	Ending Balances		\$ 583,853.28	\$ -583,853.28	\$ 48,916,419.28

#### Corporate Trust Services provided by Zions Bancorporation, N.A. Statement Disclosures & Other Important Information

Please review your statement promptly and report any discrepancies immediately to your account administrator listed on the first page.

Market value information (including accrued income) furnished herein has been obtained from sources that Zions Bancorporation, N.A. believes to be reliable. Zions Bancorporation, N.A. makes no representation, warranty or guarantee, express or implied, that any quoted value necessarily reflects the proceeds that may be received on the sale of a security or asset. Securities and asset prices may vary from actual liquidation value and should only be used as general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration.

Securities, including mutual funds, are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by Zions Bancorporation, N.A., its affiliates or of any federal or state government or government sponsored agency. Securities, including mutual funds, involve investment risks, including the possible loss of the principal amount invested.

#### Exhibit B-2

#### Funds and Investments Held by Contracted (Third) Parties August 31, 2022

#### 2016 Water Revenue Bonds

Investment Type	lssuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to CUSIP Maturity Account Number
BNY Mellon Projec	t Fund							
1 Cash 2 <u>Morgan Stanley Tre</u>	asury Portfolio		44.89 158,693.53	0.010% 0.250%	44.89 158,291.81	0.010% 0.250%		1 1
Subtotal Cash & Ca	sh Equivalents	0.52%	158,738.42	0.250%	158,336.70	0.250%		1
Total Project Fund			158,738.42	0.250%	158,336.70	0.250%		1

#### Exhibit C

### August 31, 2022 Investment Report

### Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
	47 000 450	00 050 054	00 000 570	00 544 004	74 000 000	00 407 000	04 440 005		47.000.700	00 004 740
JULY	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716
AUGUST	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853
SEPTEMBER	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	
OCTOBER	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	
NOVEMBER	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	
DECEMBER	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	
JANUARY	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	
FEBRUARY	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	
MARCH	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	
APRIL	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	
MAY	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	
JUNE	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	



City Council Agenda Report

ITEM NO. 14

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	Tamara Binns, Assistant to the City Manager
SUBJECT:	Approval of Second Quarter 2021-2026 Strategic Plan Update

#### Recommendation

It is recommended that the City Council approve the second quarter 2021-2026 Strategic Plan update.

#### Background

The City Council adopted the 2021-2016 Strategic Plan on December 15, 2021. Patrick Ibarra, Co-founder and Partner of Mejorando Group, was selected to assist the City of South Pasadena in the Strategic Planning process and facilitation. The process began with extensive outreach to stakeholders, including three virtual focus group discussions held on September 9 and September 22, 2021 with over 30 participants. In mid-September 2021, a public survey was released to gather community input on strategic priorities. The online survey received 385 responses, equivalent to 19.3 hours of Public Comment.

The City Council held a two-day strategic planning session on October 8 and 9, 2021. The insight from stakeholders helped inform the City Council's Strategic Planning workshop session to identify 5-year goals and objectives, which are used to facilitate the City's budget process and establish Department Key Performance Indicators.

The City's Executive Team met to establish target delivery dates for the objectives which will be included in each department's workplan with defined milestones and benchmarks. The goals and objectives may be adjusted in order to balance additional needs of the city and available resources.

The first quarter Strategic Plan update was reviewed and approved by the City Council on May 18, 2022.

#### Analysis

The Strategic Plan provides a comprehensive framework of citywide priorities set by City Council. In addition to forming a renewed community vision, the strategic plan

Second Quarter 2021-2026 Strategic Plan Update October 19, 2022 Page 2 of 4

establishes priorities and clear goals to lead the organization in realizing the vision for the community through teamwork, creativity, and fiscal responsibility.

During the Strategic Planning retreat held in October 2021, the City Council developed a new vision statement:

"We are a culturally and economically diverse, and fiercely independent community that cherishes creativity, education and our small-town character, committed to building a more just and environmentally and financially sustainable future."

The approved Strategic Plan, vision statement and goals have been shared with all City commissions and posted on the City's website and social media platforms.

The Strategic Plan ensures maximum alignment between City resources and activities, City Council's policy direction, community interests, and customer service expectations. The Strategic Plan identifies strategies and initiatives to support the core goals for the next five years. The 2021-2026 Strategic Plan identifies the following goals which will guide the City in successfully advancing its priorities over the next five years:

- Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future;
- Create a Strong Economic Development Strategy to Strengthen Local Business;
- Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts;
- Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs;
- Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs; and
- Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Staff completed the Second Quarter Update to the 2021-2026 Strategic Plan, and notable progress is:

- Submission of Third Draft Housing Element September 15, 2022;
- Assessment of Soft Story Inventory began May 2022 and is ongoing;
- Hiring of Deputy Director of Community Development and Housing Senior Management Analyst in the Community Development Department;
- Hiring of Management Services Director and Chief City Clerk in the Management Services Department;
- Hiring of Transportation Engineer and Management Analysts in the Public Works Department;
- Launch of Citywide Mobile Application in August 2022;

Second Quarter 2021-2026 Strategic Plan Update October 19, 2022 Page 3 of 4

- Completion of Branding Guidelines and Guide to Doing Business;
- Completion of Board, Commission, Committee Analysis and Restructuring;
- Completion of Grants Policies and Procedures Manual and training provided to City staff;
- Drafting contract execution process policy;
- Emergency Operation Plan in progress and scheduled to be presented to Council December 2022;
- Approval of On-Call Services for Public Works to allow for expedited technical assistance and project management;
- Adoption of Capital Improvement Plan (CIP) as part of the FY 2023-2023 Budget;
- Approval of Citywide and Police Department Fleet electrification approved September 21, 2022;
- Launch of San Gabriel Valley Council of Governments (SGVCOG) Mobile Crisis Program and Supplemental Outreach Program August 2022;
- Approval of Library Parcel Tax Renewal, Measure LL, for November 8, 2022 General Municipal Election Ballot;
- First Reading and Introduction of Finance Policies and Procedures October 5, 2022 and Second Reading to follow;
- Approval of NEOGOV Modules by Council and commencing the implementation phase of NEOGOV Learn and Onboarding;
- Enhancing employer branding through LinkedIn and other career events;
- Continuing employee engagement efforts such as Benefits Fair, Wellness tutorials, and quarterly employee events;
- Return of Commissioner Congress with City Council including the review and approval of Annual Workplans aligned with the adopted Strategic Plan and Budget;
- Return of City Hall Open House Event;
- Hosted First and Second Quarterly Business Networking Event with partner agencies;
- Launched Major Developments Quarterly Newsletter and Guide to Doing Business;
- Launched Community Services Department Operational Assessment, to be completed and presented to Council early Spring 2023;
- Released a revised Request for Proposal for the Police Department after review and development with a Community working group;
- Successfully tendered an offer to an incoming Deputy Finance Director/Controller; and
- The City Manager's Office has been working with Peckham & McKinney over the last couple of months on a recruitment and permanent placement of the Finance Director position. Eight candidates applied, and after a screening process, two candidates were invited to meet with the City Manager, Deputy City Manager and Interim Finance Director. One candidate was offered the position, and they accepted, but their current employer countered the offer with a promotional

Second Quarter 2021-2026 Strategic Plan Update October 19, 2022 Page 4 of 4

> opportunity for a Director position, and the candidate decided to take the Director position at their current agency. The City Manager's team continues strategizing efforts, as many agencies are recruiting for the same positions, and want to ensure that the permanent Director is the best candidate for South Pasadena. We are working on placing an Interim Finance Director to begin on October 24, 2022, and their onboarding will be followed by the onboarding of the Deputy Finance Director/Controller in early November.

#### **Next Steps**

Staff will continue to provide quarterly progress reports to the City Council. The City Council will have an opportunity to review and update the Strategic Plan annually to ensure maximum alignment between City resources and activities, policy direction, and community interests.

#### **Fiscal Impact**

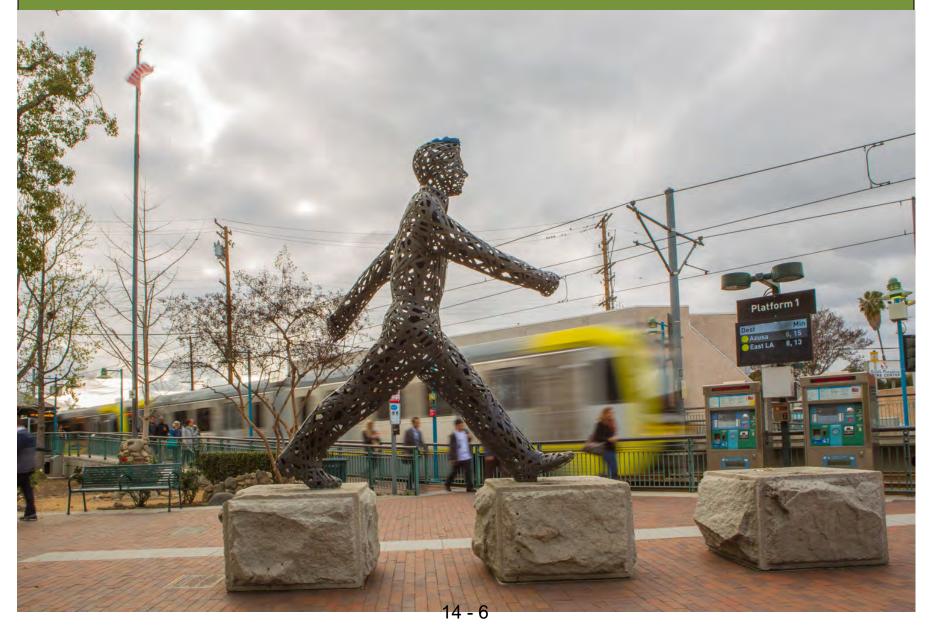
While there is no fiscal impact with the approval of the Strategic Plan, each objective will require adequate staff and funding resources above and beyond day-to-day operations. The goals and objectives will be reflected in the Annual Adopted Budget and incorporated in Department work plans. The City Council will have opportunity to review and approve additional funding allocations associated with the implementation of the Strategic Plan objectives whenever required.

Attachment: Updated Second Quarter 2021-2026 Strategic Plan Matrix (redline)

### ATTACHMENT

Updated Second Quarter 2021-2026 Strategic Plan Matrix (redline)

City of South Pasadena STRATEGIC PLAN 2021-2026 Second Quarter Update



# **VISION STATEMENT**

We are a culturally and economically diverse, and fiercely independent community that cherishes creativity, education and our small town character, committed to building a more just and environmentally and financially sustainable future.

### 2021-2026 STRATEGIC PLAN – SECOND QUARTER UPDATE

1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future								
Task	Action Item	Target Date	Department	Status				
1a. Long Range Financial Plan	Complete Indirect Cost Allocation Plan to increase potential reimbursement for staff time on grants and special fund projects.	FY 22-23	Finance	Considering potential costing plan in early 23-24.				
1b. Reduce CalPERS unfunded liability	Explore and recommend options to reduce CalPERS and Other Post-Employement Benefits (OPE) liability.	FY 21-22	Finance	Completed. City Council has moved to use the Cell Tower revenue (\$4.3m) as well as \$1m in General Fund reserves to pay down the CalPERS liability by \$4.29m and setting up an OPEB trust through CalPERS (called CERBT) in the amount of \$1.125m.				
1c. Financial policies	Develop comprehensive Finance Department Policies and Procedures manual.	FY 21-22	Finance	In progress. First reading of the Finance Purchasing Ordinance presented to Council October 5, 2022, and Second Reading to follow. Upon approval, the Policies and Procedures will be complete.				
1d. Business License Tax	Research and recommend update to business license tax, business classifications and tax rates.	FY 22-23	Finance	In progress. Anticipated timelines early FY 23-24.				
1e. Library Parcel Tax	Library Parcel Tax Renewal	FY 22-23	Finance/Library					

### 2021-2026 STRATEGIC PLAN – SECOND QUARTER UPDATE

### 2. Create a Strong Economic Development Strategy to Strengthen Local Business

Task	Action Item	Target Date	Department	Status
2a. Technology Upgrade	Recommend permit software & funding for building and planning to track permits online and streamline approval processes.	FY 21-22 FY 22-23	Community Development (CD)	\$160,000 grant received from the State. RFP was released in Spring 2022. Four (4) firms were interviewed in September. CD will bring a contract to City Council for consideration
2b. Economic Development Program	<ul> <li>Develop and Launch Economic Program <ul> <li>City Branding and Marketing Plan</li> <li>New City website</li> <li>New Economic Development (ED) website</li> <li>Ombudsman services</li> <li>develop a Guide on 'How to Do Business in the City'</li> <li>Launch of Citywide App</li> </ul> </li> </ul>	FY 22-23	City Manager's Office	Business Concierge Program has launched, including Business Visitation and Business Review Programs, as well as ombudsman service. The new City website and Economic Development sub-site budgeted for in FY 22-23 Proposed budget; improvements being made to current site. Completed Branding Guidelines. Completed Guide to Doing Business.
2c. Economic Development Plan	<ul> <li>Produce a permit application guide to help streamline application process.</li> <li>Included as part of the Guide to Doing Business</li> </ul>	FY 22-23	City Manager's Office/ Community Development	To date Applicant Handbooks have been updated for the Design Review Board & Cultural Hertiage Commission. The Planning Commission Handbook is still in progress. Completed Guide to Doing Business.
2d. Redevelopment of Recreational Facilities	Evaluate redevelopment opportunities of recreational facilities in the Arroyo, including seeking restaurant operator at golf course.	FY 22-23	Community Services	Batting cages and Tennis negotiations ongoing. Moving forward with draft agreement. Ad Hoc Committee toured Glen Oaks Golf Course to observe the Top Tracer driving range model.

## 2021-2026 STRATEGIC PLAN – SECOND QUARTER UPDATE

				The Committee is leaning towards a Request for Proposals for the entire facility and not just the restaurant. The Committee met October 6, 2022 to further discuss this matter.
2e. Parking Policy	Create comprehensive parking policy for the City.	FY 22-23	Public Works/ Community Development	Planned to begin once the General Plan (GP) and Downtown Specific Plan (DTSP). Community Development's work will focus on parking policy for commercial areas within the City, while PW will focus on residential areas.

# 3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts

Task	Action Item	Target Date	Department	Status
3a. Seismic Regulations	Contract with consultant to complete inventory of Soft Story buildings in preparation for consideration of future regulations.	FY 22-23	Community Development	Inventory of Soft Story buildings began in the May 2022. There are over 1,000 multifamily buildings that need to be inspected. Inventory is being done inhouse by Community Development staff. With the current workload in the department, project will be completed by new part-time Community Improvement Coordinator.
3b. Crisis Comm. Systems	<ul> <li>Promote crisis communication systems. City applied for and was granted licensing to conduct Wireless Emergency Alerting (WEA).</li> <li>Creating trainings and workflow</li> </ul>	Ongoing	Fire/Police	Blackboard Connect was renewed with an updated platform. Nixle is maintained by PD dispatch. Received authorization from FEMA to utilize WEA alerts as needed.
3c. Local Emergency Partnerships	Prepare needs analysis & implementation schedule to address gaps in disaster coverage and seek appropriate contracts. Renew the city's Emergency Operations Plan (EOP) and Local Hazard Mitigation Plan (LHMP). Obtain Planet Bid for establishing contracts with vendors during a disaster.	FY 22-23	Fire/Police	The funding for the LHMP consultant, R.E. Patterson, was approved May 4, 2022 by Council. The process will take approximately one year, with the approval by FEMA and OES tentatively scheduled for June 2023, and adoption by Council by July 1 of 2023. The EOP update is scheduled for Council adoption in December 2022. The draft EOP has been presented to the Public Safety Commission, Natural Resources and Environmental Commission and SPUSD.

3d. Emergency Preparedness	Initiate regular Emergency Operations Center (EOC) training for Department Directors and staff. Training will be provided during the renewals of the EOP and LHMP.	FY 22-23	Fire/Police	The EOP is in process now, has been sent to appropriate department heads for feedback and has been reviewed by CM Staff. On track to present to council in December 2022 for adoption. Department Directors are engaged in active training. Executive Team Training has commenced, and a training for Staff will be provided at the Mid- Manager's Quarterly Meeting on November 10, 2022. Emergency training for all Staff across all departments are scheduled for November 2022.
3e. Wildfire Mitigation	Work with SGVCOG and apply for grants on wildfire mitigation on city-owned vacant lots. Research alternative methods of controlling/mitigating hazardous vegetation in the City's high hazard brush area.	FY 22-23	Fire	Fire Chief Riddle continues to monitor hazardous fuel growth in the high hazard hill area and work with property owners and Public Works to mitigate the threat.
<b>3f. Public Safety</b> <b>Assessments</b> (3f now updated to Public Safety Assessments)	<ul> <li>Police Department Assessment</li> <li>Fire Department Assessment</li> </ul>	FY 21-22 FY 22-23	Police and Fire	PD Assessment: Request for Qualifications (RFQ) released on December 21, 2021, and an insufficient number of responses received. Second round RFQ will be released soon. A committee of staff and stakeholders has been formed to review the PD RFQ. Fire Department is preparing RFQ and anticipate releasing it in December 2022.

# 4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.

Task	Action Item	Target	Department	Status
		Date	Department	
4a. Renewable Energy	Implement Climate Action Plan for environmental initiatives. Roll out electric leaf blower program (FY22-23)	FY 21-22 through FY 25-26	Public Works	Staff is implementing the scheduled outreach plan, including digital and print marketing, utility bill mailings to residents and businesses, and community events/demonstrations.
4b. Water Resources	Implement Integrated Water Resources Plan to address ongoing aging infrastructure challenges, operational and supply sources, financial strategies, and a drought proof City.	FY 21-22 through FY 25-26	Public Works	Public Work will review comments from Council's 'State of Water' presentation April 27, 2022, and bring the plan back to Council for adoption.
4c. Pocket Parks	Award design contract and break ground on Berkshire & Grevelia pocket park project.	FY 22-23	Community Services	Construction documents are due by Community Services Director by October 15, 2022. Upon acceptance of the plans, the California Environmental Quality Act (CEQA) contract will review and finalize all documents by November 15, 2022. Request for Proposal will be created when plans are approved.
4d. Transportation and Mobility Projects	Contract technical team in anticipation of Transportation Demand Management (TDM) and Transportation System Management (TSM) alternative.	FY 22-23	Public Works	Public Works is executing on-call contracts with multiple transportation consultants.The Measure M Metro Active Transportation (MAT) Funding agreement has been executed, and Measure R Mobility Improvement Projects (MIP) funding program is under review.

4e. Capital Improvement Program	Bring forward a comprehensive Capital Improvement Plan (CIP).	FY 21-22	Public Works	The CIP was adopted in FY 22-23 Budget, and will be updated in 2023.
4f. Mobility Master Plan	Update mobility master plan, with consideration for bike lanes, mobility, walkability, and neighborhood traffic management.	FY 22-23	Public Works	The Council-adopted 2011 Bicycle Master Plan was reviewed with the Mobility & Transportation Infrastructure Commission. An update is planned for FY 2023-2024.
4g. Traffic Management	Neighborhood Traffic management Policy Adoption and Implementation.	FY 22-23	Public Works	City Council adoption planned for FY 2022-2023.
4h. Facilities Assessment	Conduct assessment of city facilities to determine repair costs for municipal buildings and costs for enhanced security measures and space planning.	FY 22-23	Public Works/ Mgmt Svcs/ Community Development	Public Works is executing on-call contracts with facililty specialists to begin planned assessments.
4i. Electrify fleet	Pursue electrification of city fleet.	FY 21-22 through FY 25-26	Public Works/Fire/ Police/Community Svcs	PD & Fire: Council approved a Police Fleet leasing agreement September 21, 2022, and infrastructure installation participation agreements with Southern California Edison and Clean Power Alliance. CSD: New electric van approved by Council March 2021. Due to supply and demand issues, the van was delayed and will be delivered by the end of December 2022.

# 5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Task	Action Item	Target Date	Department	Status
5a. City Housing Division	Create a Housing Division in Community Development Department to focus on Housing related matters including funding opportunities, land use, partnership with stakeholder groups including other governments, federal and state laws, tenant protections/ relocation assistance measures.	FY 21-22	Community Development	A job offer has been extended to a Housing Senior Management Analyst and is currently undergoing background check. Housing Division page has been added to Community Development.
5b. SB 381/ sale of unoccupied Caltrans properties	<ul> <li>Implementation of SB 381</li> <li>Commence policy discussions on the acquisition of unoccupied Caltrans surplus properties.</li> <li>Identify HRE's to work with the City</li> <li>Explore formation of Community Land Trust.</li> </ul>	FY 21-22	Community Development	Update provided to Council at the July 20, 2022 City Council Meeting: City received solicitation letter from Caltrans on June 30, 2022. City expressed interest in acquiring all 20 unoccupied parcels. An award of contract for inspection services going to Council on October 5, 2022.
5c. Affordable Housing policies	Produce information on Inclusionary Housing Ordinance(IHO) and Accessory Dwelling Unit (ADU) Ordinance. Public education on new housing laws affecting cities.	FY 21-22 FY 22-23	Community Development	In progress. IHO recommended to be reduced to 15% or lower. An economic feasibility study was conducted in July/August 2022 and is under review.
5d. Housing Support	Present Occupancy inspection program and policy for adoption.	FY 22-23	Community Development	Placed on hold until new Housing Senior Management Analyst is onboarded. Offer has been accepted for Housing Senior Management Analyst.
<b>5e. Homeless</b> <b>Initiatives</b> (3f combined with 5e)	• Continue working with the San Gabriel Valley Council of Governments (SGVCOG) on region- wide solutions	FY 22-23	Police/Community Development	SGVCOG Mobile Crisis Pilot Program launched August 16, 2022 and Supplemental Outreach Program lauched September 23, 2022. Havard

Participate in Mental Health/Crisis     Intervention Program (CAHOOTS model)	Kennedy School of Business Performance Lab is evaluating and
Expand working relationship with community	assisting the program for 1 year.
partners and Union Station	On September 6, 2022, Governor
	Newsom appropriated \$850,000 for
	the Mobile Crisis Program
	appropriated through AB 179 (Ting)
	for the Mobile Crisis Program.

# 6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Task	Action Item	Target	Department	Status
		Date		
6a. Accessibility/ Customer Service	Bring forward a recommendation for an automated customer care application.	FY 22-23	City Manager's Office (CMO)	Ongoing. Discussions with Management Services on implementation of software.
6b. Centralized Operations	Centralize grants management and contract management.	FY 21-22	Management Services	Grants Policies and Procedures Manual was completed and training was provided to staff. A Grants interdepartmental working group has been created, and meetings are held on a bi-monthly basi. A Grants Management Plan is currently being drafted and is expected to be completed in early 2023. A contract execution process policy has been drafted and will be completed by late October 2022. Staff is working on a contracts log, as well as assisting departments in executing their respective agreements and facilitating an improved process on the execution of City Council approved agreements and following Council action.
6c. Update Policies	Develop comprehensive administrative policies manual – including ADA, FMLA, Harassment, etc. with the Internal Policy Committee. • Update the Rules & Regs	FY 22-23	Management Services	Human Resources Division Assessment underway - Consultant recommending changes to Personnel Rules & Regulations and HR Policies, updates to follow.
6d. Improve technology	Create an IT Master Plan for introducing or updating technologies in all departments. 14 - 1	FY 21-22	Management Services	IT survey and interview of all departments in progress. Document to be prepared by Winter 2022.

6e. Public Engagement	Establish and implement a targeted Community Outreach Program.	FY 21-22	СМО	Ongoing.
6f. Governance	Review all City Boards, Commissions, and Committees	FY 21-22	CMO/ Mgmt. Services	City Clerk's Office updated Board, Commission, and Committee (BCC) onboarding process and training. BCC Analysis completed and City Council approved Commission reorganization structure April 6, 2022. The City Clerk's Office will establish a welcome packet for all new Advisory Body members and carry out all necessary trainings.
6g. Governance	Undertake process for Redistricting.	FY 21-22	Management Services	Completed. Redistricting map adopted April 6, 2022.
6h. City Workforce	<ul> <li>Pursue a healthy Workplace Culture including efforts to raise employee morale</li> <li>Establish Employee Committee to assist with morale boosting initiatives and events</li> <li>Create new Training an Mentoring Program Create new branding for HR and City through Onboarding Process.</li> </ul>	Ongoing	CMO/ Mgmt. Services	<ul> <li>The City is committed to promoting a positive employee experience through enhanced employee engagement activities and events.</li> <li>Staff has updated processes for increased efficiency and tracking as well as scheduled training and increased communication with employees at all levels.</li> <li>The Interdepartmental Employee Engagement Team has provided an opportunity to explore further enhancement to the workplace culture.</li> <li>Enhanced employer branding through LinkedIn and other career events are underway.</li> <li>Through Council approval of NEOGOV Modules, HR is commencing the implementation phase of NEOGOV Learn and Onboarding to improve</li> </ul>

				training and recruitment processes
				and schedules.
6i. Modernize Division	Human Resources Division enhancements.	Ongoing	Management	Modernized tracking and reporting
			Services	systems for many HR functions,
				including recruitment, leaves of
				absence, workers compensation, and
				claims.
				Streamlined onboarding process, and
				preparing to digitize the onboarding
				paperwork with the implementation
				phase of a new hire portal (NEOGOV)
				to create a more engaged and
				welcoming onboarding and
				orientation experience for new
				employees.
				Exploring options to redesign the
				performance evaluation process,
				increasing communication,
				collaboration and engagement
				between employees and
				management.



City Council Agenda Report

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager 📈
PREPARED BY:	Cathy Billings, Library Director
SUBJECT:	Adoption of a Resolution Approving the Annual Administrator's Library Special Tax Report and Authorizing the Collection of the Tax for Fiscal Year 2022-23

### Recommendation

It is recommended that the City Council adopt a Resolution approving the annual Administrator's Library Special Tax Report and authorizing the collection of the Tax at the Fiscal Year 2022-23 rates by the County of Los Angeles.

### Background

On June 7, 1994, South Pasadena voters established the City of South Pasadena (City) Library Special Tax. The Library Special Tax was renewed by voters in 1999, 2005, and 2009. On November 3, 2015, voters once again approved an extension of the Tax through June 30, 2024, with a 33% rate increase in Fiscal Year 2016-17 and a Consumer Price Index (CPI)-based increase for each of the subsequent seven years.

The Library Special Tax may be collected if the City budgets a "required amount" adequate to provide for all the elements of a foundation program of library services. The required amount is calculated by applying any annual increase of the CPI for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area to the prior year's required amount, beginning with an initial base required amount in FY 1994-95 of \$761,000.

#### **Discussion/Analysis**

The City engaged consulting firm NBS Government Finance Group to calculate the Special Tax rates, prepare the FY 2022-23 tax levy listing, and submit it to the County of Los Angeles Department of the Auditor-Controller. The June 2022 Los Angeles-Long Beach-Anaheim area All Urban Consumers Consumer Price Index (CPI-U) figure used to calculate the FY 2022-23 Library Special Tax rate was released by the United States Department of Labor, Bureau of Labor Statistics in a July 2022 News Release. This June 2022 figure represents an increase of 8.59% for FY 2022-23 over and above the prior year's CPI-U. The total levy amount for FY 2022-23 is \$396,787.90, an increase of more than \$31,000 over the prior fiscal year's Library Special Tax revenue. The City's FY 2022-23 Budget, adopted before the CPI-U figures were published, projected Library Special Tax revenue for the current year in the amount of \$360,000.00. FY 2022-23

Resolution Approving the Annual Administrator's Library Special Tax Report and Authorizing the Collection of the Tax October 19, 2022 Page 2 of 2

revenue is likely to exceed the budgeted number, but may be impacted by possible default or non-payment of property tax.

Collection of the Special Tax is contingent upon the City adopting an operating budget for the Library Department that meets or exceeds the minimum "required amount" set by Section 2.89-5(b)(1) of the South Pasadena Municipal Code (SPMC). The required amount that the Library Department's FY 2022-23 Budget must meet or exceed is \$1,578,361.11. On June 16, 2021, the City Council adopted a FY 2022-23 Budget that allocated \$1,867,814.00 for the Library Department. This amount exceeds the minimum required amount by \$289,543.00.

### Fiscal Impact

Collection of the Library Special Tax for FY 2022-23 will provide approximately 21% of the Library's FY 2022-23 Budget.

### **Commission Review**

The Library Special Tax levy for Fiscal Year 2022-23 was presented at the October 13, 2022 Meeting of the Library Board of Trustees.

Attachment:

- 1. Resolution approving the Library Special Tax Annual Administrator's Report and authorizing the collection of the Tax at FY 2022-23 rates.
- 2. Exhibit A: City of South Pasadena Fiscal Year 2022/23 Annual Report for Library Special Tax

# **ATTACHMENT 1**

Resolution approving the Library Special Tax Annual Administrator's Report

### RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE ANNUAL ADMINISTRATOR'S LIBRARY SPECIAL TAX REPORT AND AUTHORIZING THE COLLECTION OF THE TAX AT THE FISCAL YEAR 2022-2023 RATES BY THE COUNTY OF LOS ANGELES

**WHEREAS,** on November 3, 2015, the voters of the City of South Pasadena approved the extension of the Library Special Tax until June 30, 2024; and

**WHEREAS,** that approval also extends Chapter 2, Article VI of the South Pasadena Municipal Code (SPMC) which established procedures for determining the rate and method of apportionment of the Library Special Tax, the maximum rate to be levied and enabling the collection of such tax; and

WHEREAS, the City Council has caused to be prepared by a tax consultant a report entitled "City of South Pasadena Fiscal Year 2022/23 Annual Report for Library Special Tax" (Administrator's Report), which is presented to the City Council and attached hereto as Exhibit "A"; and

**WHEREAS,** the City Council has budgeted and appropriated the required amount to provide all the elements of a foundation program of library services consistent with the California Education Code Section 18015.

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

**SECTION 1.** The City Council has duly considered the Administrator's Report, attached hereto as Exhibit "A" and incorporated herein for reference, and hereby approves said report as filed.

**SECTION 2.** The City Council has adopted the Budget for FY 2022-23 which provides for a total Library Budget for FY 2022-23 in the amount of \$1,867,814.

**SECTION 3.** The City Council hereby establishes the tax rates as set forth in the Administrator's Report for the FY commencing July 1, 2022 and ending June 30, 2023.

**SECTION 4.** The City Council hereby resolves that proceeds from any funds collected from the Library Special Tax shall be expended only for library services in accordance with SPMC Section 2.89-4.

**SECTION 5.** The City Council hereby declares that the Library Special Tax shall be collected in the same manner and subject to the same penalties as other charges and taxes collected on behalf of the City by the County of Los Angeles.

RESOLUTION NO. Page **2** of **2** 

**SECTION 6.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED, APPROVED AND ADOPTED ON** this 19<sup>th</sup> day of October, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

**APPROVED AS TO FORM:** 

Yolanda Chavez, CMC Interim City Clerk Records Specialist Andrew L. Jared, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Yolanda Chavez, CMC Interim City Clerk Records Specialist

# **ATTACHMENT 2**

Exhibit A: City of South Pasadena Fiscal Year 2022/23 Annual Report for Library Special Tax

# **CITY OF SOUTH PASADENA**

Fiscal Year 2022/23 Annual Report For:

**Library Special Tax** 

August 2022



Prepared by:

32605 Temecula Parkway, Suite 100 Temecula, CA 92592 Toll free: 800.676.7516

**Corporate Headquarters** 

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1.	. Overview						
	1.1	Introduction1					
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	1.3	Special Tax Rates2					
2.	Levy Lis	ting3					

# **1. OVERVIEW**

## 1.1 Introduction

The City of South Pasadena (the "City") first levied the City of South Pasadena Library Special Tax (the "Special Tax") after it was approved by registered voters on June 7, 1994. The Special Tax was renewed by voters again in 1999, 2005, and in 2009. Most recently, on November 3, 2015, voters approved the extension of the collection of the Special Tax for an additional eight year period, through June 30, 2024.

The purpose of the Special Tax is to provide funds to the City to pay for maintenance and operation costs of the South Pasadena Public Library.

The final year in which the current Special Tax can be levied, unless renewed again by voters, will be Fiscal Year 2023/24.

## 1.2 Levy

The following table provides a summary of the Fiscal Year 2022/23 levy information associated with the Special Tax, prepared in accordance with the special tax formula for the Special Tax and updated based upon the records of the Los Angeles County Assessor.

Special Tax Category	Parcel/Unit Count <sup>(1)</sup>	Special Tax Rate Basis	Special Tax Rate <sup>(2)</sup>	FY 2022/23 Total Levy <sup>(3)</sup>
Single-Family Residential and Condominiums				
<= 2,000 sf Residence	3,340	per Dwelling Unit	\$40.23	\$134,334.80
2,001 sf <= 4,000 sf Residence	1,957	per Dwelling Unit	60.35	118,085.38
> 4,000 sf Residence	200	per Dwelling Unit	80.47	16,092.00
Multi-Family Residential	5,417	per Dwelling Unit	20.11	108,966.18
Non-Residential				
<= ¼ acre lot	159	per Parcel	40.23	6,394.98
> ¼ <= ½ acre lot	79	per Parcel	80.47	6,356.34
> ½ <= ¾ acre lot	17	per Parcel	120.70	2,051.90
> ¾ acre lot	28	per Parcel	160.94	4,506.32
Totals:	11,197			\$396,787.90

(1) Unit counts are shown for residential categories and parcel counts are shown for non-residential categories.

(2) Special Tax rates are escalated annually based upon the annual (June to June) change in the Consumer Price Index for All Urban Consumers ("CPI-U") in the Los Angeles-Long Beach-Anaheim area. The Special Tax rates were increased by 8.59% in Fiscal Year 2022/23, based upon the annual change in CPI-U.

(3) Includes installment rounding.



# 1.3 Special Tax Rates

Properties subject to the Special Tax are levied based upon the Special Tax rates identified in the special tax formula, which are escalated annually based upon the change in the Consumer Price Index for All Urban Consumers ("CPI-U") for the Los Angeles area as of June each year. The Fiscal Year 2021/22 Special Tax rates were increased by 8.59% (based upon the change in CPI-U) to be able to determine the Fiscal Year 2022/23 Special Tax rates.

Fiscal Year	June CPI-U Value	Annual CPI-U Increase <sup>(1)</sup>
2016/17	249.789	N/A
2017/18	255.275	2.20%
2018/19	265.522	4.01%
2019/20	274.380	3.34%
2020/21	278.121	1.36%
2021/22	289.218	3.99%
2022/23	314.072	8.59%

The following table outlines the historical changes in the CPI-U for the Los Angeles area:

(1) The CPI-U Increase, as displayed in this table, is a rounding of the actual CPI-U Increase. The maximum Special Tax rates are calculated by using the actual CPI-U Increase, not the rounding of the actual CPI-U Increase.

### NBS

Andrew Kraus, Administrator Stephanie Parson, Project Manager Tim Seufert, Client Services Director



The Fiscal Year 2022/23 Special Tax levy listing is provided as a separate document.





City Council Agenda Report

ITEM NO. 16

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager A
PREPARED BY:	Brian Solinsky, Police Chief Alison Wehrle, Management Analyst
SUBJECT:	Authorization to Accept Grant Award in the Amount of \$55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program

### Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager or designee to accept a grant award in the amount of \$55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001;
- 2. Appropriate \$47,000 into 101-4010-4011-7050-000 Overtime DUI Checkpoint and \$8,000 into 101-4010-4011-8022 OTS Grant Expenses; and
- 3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

### Background

In January 2022, the South Pasadena Police Department applied for and received a Strategic Traffic Enforcement Program (STEP) grant award from the California Office of Traffic Safety in the amount of \$55,000 to provide additional traffic safety efforts to the City at no net cost. The STEP grant would provide funding for an array of best practice strategies to impact traffic safety including training, community education, and strategic enforcement to promote bicycle, pedestrian, and motorist safety for all ages. In order to access funding, the South Pasadena Police Department was required to submit an application and proposed scope of work outlining the anticipated activities, approach, and budget. The fiscal year for the grant award is from October 1, 2022 through September 30, 2023.

### Analysis

The California Office of Traffic Safety's STEP grant funding is specifically directed toward law enforcement traffic safety operations. Safe movement through cities is an ongoing high priority at both the state and local levels, particularly as South Pasadena has experienced a substantial impact as a result of increased local traffic. Following the construction of the Gold Line and several Safe Routes to School initiatives, there has been a significant increase in California Office of Traffic Safety Strategic Traffic Enforcement Program Grant Award October 19, 2022 Page 2 of 2

the number of community members and visitors opting to use bicycles and trains in lieu of vehicular travel. This grant award would support and enhance the South Pasadena Police Department's efforts to promote safe movement throughout the City. The STEP grant program would be implemented and administered by the South Pasadena Police Department in three phases:

- Phase one consists of the creation of operational plans, training, and a press release announcing the grant award.
- Under phase two, the South Pasadena Police Department would begin conducting various traffic safety operations, including bicycle and pedestrian enforcement operations, Driving Under the Influence (DUI) saturation patrols, DUI check points, distracted driving operations, traffic enforcement operations, and motorcycle safety operations.
- Phase three would consist of data collection, analysis, and comparison of the grant performance measures against actual grant enforcement and educational goals.

Additionally, the grant funding would support two DUI checkpoints, nine DUI saturation patrols, and two presentations regarding traffic safety, along with other traffic enforcement efforts. Campaigns include participation in the National Highway Traffic Safety Administration Summer and Winter Mobilization to effectively address DUI drivers; participation in the annual National Distracted Driving Awareness Month in April 2023; and participation in the annual Click It or Ticket mobilization period in May 2023. With this grant, the goal is to utilize education and enforcement strategies to provide enhanced roadway safety for residents and visitors to the City of South Pasadena while ultimately reducing the number of persons killed or injured in all categories of traffic collisions.

## **Fiscal Impact**

The City of South Pasadena will receive an award in the amount of \$55,000 from the Office of Traffic Safety for the Strategic Traffic Enforcement Program. No local matching funds are required. Staff is requesting an appropriation of \$47,000 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$8,000 into 101-4010-4011-8022 OTS Grant Expenses.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

Attachments: Grant Agreement between the City of South Pasadena and the Office of Traffic Safety for the Strategic Traffic Enforcement Program

# ATTACHMENT

Grant Agreement between the City of South Pasadena and the Office of Traffic Safety for the Strategic Traffic Enforcement Program

2. NAME	OF AGENCY		19 m.	3. Grant Period	
South Pasadena			From: 10/01/2022		
	CY UNIT TO ADMINISTER GR	ANT		To: 09/30/202	3
	outh Pasadena Police De				
	T DESCRIPTION	partment			
nvolving enforceme enforceme awarenes	tice strategies will be cond alcohol and other primary ent, enforcement operation ent, special enforcement o is in areas with a high num are designed to earn med	crash factors. The ns focusing on prim perations encouragi ber of bicycle and	funded strat hary crash fa ging motorc pedestrian o	egies may include impair actors, distracted driving, i ycle safety, enforcement a crashes, and educational	ed driving night-time seat be and public
	al Funds Allocated Unde				)
• Ex	hibit A – Certifications and As hibit B* – OTS Grant Prograr hibit C – Grant Electronic Ma	n Manual			
tltems sho attached h These We, the c are duly	wn with an asterisk (*), are h	ereby incorporated b at the OTS home well y swear under penalt Grant recipient to th	y reference a b page under y of perjury u e above desc	ond made a part of this agree Grants: <u>www.ots.ca.gov</u> . nder the laws of the State or pribed Grant terms and cond	f California that we
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Items sho attached h These We, the are duly N WITNES <b>3. Appro</b> <b>A.</b> GF NAME: TITLE: EMAIL: PHONE: ADDRESS:	wn with an asterisk (*), are hereto. e documents can be viewed a officials named below, hereby authorized to legally bind the SS WHEREOF, this Agreeme oval Signatures ANT DIRECTOR Alison Wehrle Management Analyst awehrle@southpasadenaca.go (626) 403-7273 1414 Mission Street South Pasadena, CA 91030	ereby incorporated b at the OTS home well y swear under penalt Grant recipient to th ent has been execute	y reference a b page under y of perjury u e above desc ed by the part B. Au	and made a part of this agree Grants: www.ots.ca.gov. nder the laws of the State or ribed Grant terms and cond ies hereto. THORIZING OFFICIAL Brian Solinsky Chief of Police bsolinsky@southpasadenaca (626) 403-7273 1414 Mission Street	f California that we itions.
Items sho attached h These We, the are duly N WITNES <b>3. Appro</b> A. GF NAME: TITLE: EMAIL: PHONE:	wn with an asterisk (*), are hereto. e documents can be viewed a officials named below, hereby authorized to legally bind the SS WHEREOF, this Agreeme oval Signatures ANT DIRECTOR Alison Wehrle Management Analyst awehrle@southpasadenaca.go (626) 403-7273 1414 Mission Street South Pasadena, CA 91030	ereby incorporated b at the OTS home well y swear under penalt Grant recipient to th ent has been execute	y reference a b page under y of perjury u e above desc ed by the part B. Au ADDRESS:	and made a part of this agree Grants: www.ots.ca.gov. nder the laws of the State or ribed Grant terms and cond ies hereto. THORIZING OFFICIAL Brian Solinsky Chief of Police bsolinsky@southpasadenaca (626) 403-7273 1414 Mission Street	f California that we itions.

E. Ac	COUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INF	FORMATION	
NAME: Address:	Carolyn Vu 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	CITY:	WB8MAY5ZZTK4 1414 Mission Street South Pasadena 91030-3214	

FUND	CFDA	ITEM/APPROP	RIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-23	20.608	0521-0890	-101	2022	43/22	BA/22	\$32,000.00
402PT-23	20.600	0521-0890	-101	2022	43/22	BA/22	\$23,000.00
				AGREEMENT TOTAL \$55,000.00			
				AMOUNT ENCUMBERED BY THIS DOCUMENT \$55,000.00			
funds for the	current budg	personal knowledge et year are available expenditure stated	e for the perio		PRIOR AMOU AGREEMENT \$ 0.00		Ered for this
OTS ACCOUN	ITING OFFICE	ER'S SIGNATURE	DATE SIG	NED	TOTAL AMOL	JNT ENCUMB	ERED TO DATE
Carolys Vu			Sep 19, 2022		\$55,000	00	

### 1. PROBLEM STATEMENT

The City of South Pasadena is located in the west San Gabriel Valley in Los Angeles County. The City encompasses 3.4 square miles and is home to approximately 26,000 residents. Though predominately a residential city, South Pasadena lies in the middle of several major freeway systems, including Highway 134, Highway 60, 110 Parkway, and the 210, 710, and 10 freeways. There are multiple major surface arterial streets that bisect the city and connect these freeway systems together, increasing the volume of commuter traffic. A 2014 traffic flow study conducted by Minagar and Associates showed that the daytime population increased to approximately 138,000, a population increase of over 112,000 members.

Though there are minor fluctuations in the volume of reported incidents between 2016-2021, there is a persistent trend that indicates that traffic-related incidents continue to pose a significant issue within the City. The number of non-injury crashes, DUI arrests, and citations issued shows that traffic enforcement, education, and engineering are areas that need to be continuously addressed. In 2020, officers issued 3,599 citations and made 34 DUI arrests; comparatively, in 2021, officers issued 2,833 citations and made 33 DUI arrests.

Between 2020-2021, there was an average of one fatal traffic crash a year. In 2020, there were three fatal traffic crashes, and two involved motorcyclists exceeding the speed limit. One of the motorcyclists struck a commercial truck on one of the city's main thoroughfares. The South Pasadena Police Department intends to educate commuters through enforcement within the geographic areas and time frames shown to have the highest volume of reported incidents. By focusing on these areas, the City hopes to reduce injury crashes and increase driver safety awareness. In 2021, The South Pasadena Police Department handled 28,010 calls for service. Our average staffing levels at the time consisted of three patrol officers and one supervisor. Checkpoints are historically conducted when staffing permits.

### 2. PERFORMANCE MEASURES

#### A. Goals:

- 1. Reduce the number of persons killed in traffic crashes.
- 2. Reduce the number of persons injured in traffic crashes.
- 3. Reduce the number of pedestrians killed in traffic crashes.
- 4. Reduce the number of pedestrians injured in traffic crashes.
- 5. Reduce the number of bicyclists killed in traffic crashes.
- 6. Reduce the number of bicyclists injured in traffic crashes.
- 7. Reduce the number of persons killed in alcohol-involved crashes.
- 8. Reduce the number of persons injured in alcohol-involved crashes.
- 9. Reduce the number of persons killed in drug-involved crashes.
- 10. Reduce the number of persons injured in drug-involved crashes.
- 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
- 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
- 13. Reduce the number of motorcyclists killed in traffic crashes.
- 14. Reduce the number of motorcyclists injured in traffic crashes.
- 15. Reduce hit & run fatal crashes.
- 16. Reduce hit & run injury crashes.
- 17. Reduce nighttime (2100 0259 hours) fatal crashes.
- 18. Reduce nighttime (2100 0259 hours) injury crashes.

Β.	B. Objectives:						
1.	Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1					
2.	Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter	10					

	M M	obilization; Quarter 3: National Distracted Driving Awareness Month, National otorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket obilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger afety Week, and California's Pedestrian Safety Month.	
	3. D ai si	evelop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol nd traffic officers to be on the lookout for identified repeat DUI offenders with a uspended or revoked license as a result of DUI convictions. Updated DUI BOLOs nould be distributed to patrol and traffic officers monthly.	12
		end law enforcement personnel to the NHTSA Standardized Field Sobriety esting (SFST) (minimum 16 hours) POST-certified training.	2
		end law enforcement personnel to the NHTSA Advanced Roadside Impaired riving Enforcement (ARIDE) 16 hour POST-certified training.	2
	di ei th ei fo O bi 1	onduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted uring the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To hhance the overall deterrent effect and promote high visibility, it is recommended be grantee issue an advance press release and conduct social media activity for ach checkpoint. For combination DUI/DL checkpoints, departments should issue ress releases that mention DL's will be checked at the DUI/DL checkpoint. Signs or DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." TS does not fund or support independent DL checkpoints. Only on an exception asis and with OTS pre-approval will OTS fund checkpoints that begin prior to 800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or RIDE-trained.	2
		onduct DUI Saturation Patrol operation(s).	9
	8. C	onduct Traffic Enforcement operation(s), including but not limited to, primary rash factor violations.	9 8
		onduct highly publicized Distracted Driving enforcement operation(s) targeting rivers using hand held cell phones and texting.	3
	a	onduct highly publicized pedestrian and/or bicycle enforcement operation(s) in reas or during events with a high number of pedestrian and/or bicycle crashes esulting from violations made by pedestrians, bicyclists, and drivers.	2
	co di	onduct Traffic Safety educational presentation(s) with an effort to reach ommunity members. Note: Presentation(s) may include topics such as distracted riving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger afety.	2
	12. P	articipate in highly visible collaborative Traffic Enforcement operations.	2
3.		OD OF PROCEDURE <u>hase 1 – Program Preparation</u> (1 <sup>st</sup> Quarter of Grant Year) The department will develop operational plans to implement the "best practice" s outlined in the objectives section. All training needed to implement the program should be conducted this quarter.	trategies
	•	All grant related purchases needed to implement the program should be made the In order to develop/maintain the "DUI BOLOs," research will be conducted to ide the worst" repeat DUI offenders with a suspended or revoked license as a result convictions. The Hot Sheets may include the driver's name, last known address, description, current license status, and the number of times suspended or revoke BOLOs should be updated and distributed to traffic and patrol officers at least me Implementation of the STEP grant activities will be accomplished by deploying pe crash locations.	ntify the "worst of of DUI DOB, ed for DUI. DUI onthly.
	•	<u>Media Requirements</u> Issue a press release approved by the OTS PIO announcin the grant by November 15, but no sooner than October 1. The kick-off release m by the OTS PIO and only distributed after the grant is fully signed and executed. unable to meet the November 15 deadline to issue a kick-off press release, com reasons to your OTS coordinator and OTS PIO.	lust be approved If you are

### B. Phase 2 – Program Operations (Throughout Grant Year)

• The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

#### Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press
  releases, social media graphics, videos or posts, or any other OTS-supplied educational material.
  However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is
  distributed to the media and public, such as a press release, educational material, or link to social
  media post. The OTS-supplied kick-off press release templates and any kickoff press releases
  are an exception to this policy and require prior approval before distribution to the media and
  public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.

<ul> <li>Email the OTS PIO at pio@ots.ca.gov and copy your O advance, or when first confirmed, a short description or event or program, particularly events that are highly pur coverage so OTS has sufficient notice to arrange for all f unable to attend, email the OTS PIO and coordinator any media coverage (broadcast, digital, print) of event related event or program. Media and program highlight</li> <li>Any press releases, work plans, scripts, storyboards, a educational or informational materials that received PIO be resubmitted for approval in the current grant year.</li> <li>Contact the OTS PIO or your OTS Coordinator for con above requirements might be warranted.</li> </ul>	f any significant grant-related traffic safety ablicized beforehand with anticipated media ttendance and/or participation in the event. brief highlights and/or results, including within 7 days following significant grant- ts are to be reflected in QPRs. artwork, graphics, videos or any O approval in a prior grant year needs to
<ul> <li>C. <u>Phase 3 – Data Collection &amp; Reporting (Throughout Gr</u></li> <li>1. Prepare and submit invoice claims (due January 30, April 32</li> <li>2. Prepare and submit Quarterly Performance Reports (QPR)</li> <li>October 30) <ul> <li>Collect and report quarterly, appropriate data that supp</li> <li>Provide a brief list of activity conducted, procurement of media activities. Include status of grant-funded persor special accomplishments.</li> <li>Provide a brief summary of quarterly accomplishments completed or plans for upcoming activities.</li> <li>Collect, analyze and report statistical data relating to the status of the</li></ul></li></ul>	0, July 30, and October 30) (due January 30, April 30, July 30, and ports the progress of goals and objectives. of grant-funded items, and significant anel, status of contracts, challenges, or and explanations for objectives not
. METHOD OF EVALUATION	

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### 5. ADMINISTRATIVE SUPPORT

4.

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

## State of California – Office of Traffic Safety GRANT AGREEMENT Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	EU	ND DESCRIPTION		TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated			\$32,000.00
402PT-23 20.600		State and	l Community High Safety	way	\$23,000.00
<b>GOST CATE</b>	GORY	F <u>und</u> Number	Unit Cost or Rate	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
Straight Time					\$0.00
Overtime					
DUI/DL Checkpoints		164AL-23	\$7,500.00	2	\$15,000.00
DUI Saturation Patrols		164AL-23	\$1,500.00	9	\$13,500.00
Traffic Enforcement		402PT-23	\$1,200.00	8	\$9,600.00
Distracted Driving		402PT-23	\$1,200.00	3	\$3,600.00
Pedestrian and Bicycle E		402PT-23	\$1,200.00	2	\$2,400.00
Collaborative Traffic Enfo		402PT-23	\$1,100.00	2	\$2,200.00
Traffic Safety Education		402PT-23	\$350.00	2	\$700.00
Category Sub-Total					\$47,000.00
B. TRAVEL EXPENSES					
In State Travel		402PT-23	\$3,000.00	1	\$3,000.00
					\$0.00
Category Sub-Total					\$3,000.00
C. CONTRACTUAL SERVI	CES				00.03
Category Sub-Total					<u> </u>
D. EQUIPMENT					φ0.00
			-		\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS	<b>.</b>				
<b>DUI Checkpoint Supplies</b>		164AL-23	\$3,500.00	1	\$3,500.00
Educational Materials		402PT-23	\$1,500.00	1	\$1,500.00
Category Sub-Total					\$5,000.00
F. INDIRECT COSTS			l		
					\$0.00
Category Sub-Total	<u></u>				\$0.00

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BUDGET NARRATIVE

#### PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

#### TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Law Enforcement Traffic Safety Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

**CONTRACTUAL SERVICES** 

#### EQUIPMENT

#### OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.

## INDIRECT COSTS

#### STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

#### CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

#### **GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### **NONDISCRIMINATION**

#### (applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.)*, and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.)*, (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;
  - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
  - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

### THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an 9/15/2022 3:57:10 PM Page 10 of 16

employee or otherwise receiving actual notice of such conviction;

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
  - 1. Taking appropriate personnel action against such an employee, up to and including termination;
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### POLITICAL ACTIVITY (HATCH ACT)

### (applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

### (applies to all subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

#### (applies to all subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to all subrecipients as well as States)

### Instructions for Primary Tier Participant Certification (States)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 9/15/2022 3:57:10 PM Page 12 of 16 rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered</u> <u>Transactions:</u>

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA ACT**

#### (applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

#### (applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

#### POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

#### INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

- 1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
- 2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
- 3. Complete the form if adding, removing or editing a GEMS user(s).
- 4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT23179
Agency Name:	South Pasadena Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$55,000.00
Authorizing Official:	Brian Solinsky
Fiscal Official:	Albert Trinh
Grant Director:	Alison Wehrle

#### CURRENT GEMS USER(S)

#### 1. Shannon Robledo

Title: Lieutenant Phone: (626) 403-7269 Email: srobledo@southpasadenaca.gov

#### 2. Mike Sanchez

Title: Police Corporal Phone: (626) 403-7297 Email: msanchez@southpasadenaca.gov	Media Contact: No

#### 3. Brian Solinsky

Title: Chief of Police Phone: (626) 403-7273 Email: bsolinsky@southpasadenaca.gov

#### 4. Albert Trinh

Title: Finance Manager Phone: (626) 403-7256 Email: atrinh@southpasadenaca.gov

#### 5. Alison Wehrle

Title: Management Analyst Phone: (626) 403-7273 Email: awehrle@southpasadenaca.gov

Media Contact: No

Media Contact: Yes

Media Contact: No

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change Ren	nove Access	Add as a media contact? Yes 🗌 No
Name		Job Title
Email address		Phone number
GEMS User 2 Add/Change Ren	nove Access	Add as a media contact? Yes 📃 No 🗌
Name		Job Title
Email address		Phone number
GEMS User 3 Add/Change Ren	nove Access	Add as a media contact? Yes 📃 No 🗌
Name		Job Title
Email address		Phone number
GEMS User 4 Add/Change Rei	move Access	Add as a media contact? Yes 📃 No 🗌
Name		Job Title
Email address		Phone number
GEMS User 5 Add/Change 🗌 Ren	nove Access	Add as a media contact? Yes 📃 No 🗌
Name		Job Title
Email address		Phone number
Form completed by: Alisen Weh	rle	Date: Sep 15, 2022
	uthorize the listed in	dividual(s) to represent and have GEMS user access.
Alison Wehrle		Alison Wehrle
Signature		Name
Sep 15, 2022		Grant Director
Date		Title

# Grant Agreement - PT23179

Final Audit Report

2022-09-21

Created:	2022-09-15	
By:	Stephanie Spaid (stephanie.spaid@ots.ca.gov)	
Status:	Signed	
Transaction ID:	CBJCHBCAABAAUPGA2XUPnFW0s1Yv2iqxlqV7yAZIKo8o	

# "Grant Agreement - PT23179" History

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- Signer awehrle@southpasadenaca.gov entered name at signing as Alison Wehrle 2022-09-16 1:18:25 AM GMT
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- Signer atrinh@southpasadenaca.gov entered name at signing as Albert Trinh 2022-09-19 4:27:59 PM GMT
- Document e-signed by Albert Trinh (atrinh@southpasadenaca.gov) Signature Date: 2022-09-19 - 4:28:01 PM GMT - Time Source: server
- Document emailed to bsolinsky@southpasadenaca.gov for signature 2022-09-19 - 4:28:03 PM GMT
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- Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov) Signature Date: 2022-09-21 - 8:24:48 PM GMT - Time Source: server
- Agreement completed. 2022-09-21 - 8:24:48 PM GMT





DATE:	October 19, 2022		
FROM:	Arminé Chaparyan, City Manager Ac		
PREPARED BY:	Sheila Pautsch, Community Services Director Lucy Hakobian, Community Services Deputy Director		
SUBJECT:	Approval of the Guidelines for Community Services Department Events, Facilities, and Programs Management		

#### Recommendation

It is recommended that the City Council approve the Guidelines for Community Services Department Events, Facilities, and Programs Management.

#### Background

City staff has researched and developed a comprehensive document detailing the guidelines for the departments facilitated events, facilities and programs management. The Community Services Commission (Commission) recommends that the City Council approve the Guidelines for Community Services Department Events, Facilities, and Programs Management (Guidelines).

#### Analysis

The Commission and the City of South Pasadena Community Services Department evaluate the effectiveness of the Guidelines periodically and make recommendations for changes in an effort to improve our facilities management and rentals in the community. Staff review the Guidelines and provided edits for the Commission approval.

Per staff recommendation, the South Pasadena Municipal Code Sections for campfires, barbecues, and mobile food vending were added to provide clarification to patrons. Registration processes and refunds, credits, and transfer policies sections were updated in an effort to better assist patrons and independent contract instructors. Facility rental information was updated, including available locations on Sundays, prime time rentals, insurance requirements, overtime fee, ongoing rental uses, and decoration policy.

Additional changes included updating the Commission information, correcting the number of parks, including the address for the Garfield Youth House, including the processing time for refund requests, class cancellation noticing, updating the special event ticket refund policy, and overall finessing of the document.

Guidelines for Community Services Department Events, Facilities, and Programs Management October 19, 2022 Page 2 of 2

#### **Commission Review**

The Community Services Department coordinates the use of all City parks and community facilities available to organizations and the general public for leisure, recreational, social, and cultural activities and programs. The Guidelines were developed to provide the necessary framework for the operations and implementation by the Department.

The previous document formerly known as the "Community Services Department Policies & Procedures" was last reviewed by the former Parks and Recreation Commission at their meeting on December 11, 2017. The City Council adopted the latest policy on January 17, 2018. This matter was reviewed by the former Parks and Recreation Commission at the regular meeting on January 10, 2022. This matter has been under careful review within city departments for additional research on department processes. This matter was reviewed again by the Community Services Commission at the regular meeting on October 10, 2022.

#### **Fiscal Impact**

There are no direct fiscal impacts from the adoption of these Guidelines. However, these Guidelines will bring about uniformity, direction, consistency, and good internal controls within the department.

Attachments:

- 1. Community Services Policies and Procedures (Redline)
- 2. Guidelines for Community Services Department Events, Facilities and Programs Management (Final)

# **ATTACHMENT 1**

Community Services Department Policies & Procedures (Redline)

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# Community Services Department Policies & Procedures

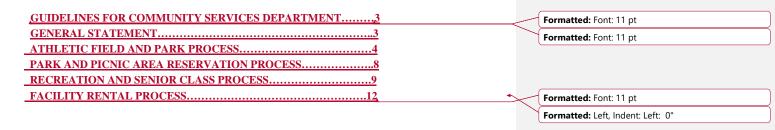
**Commented [LH2]:** Title updated to Guidelines for Community Services Department Events, Facilities and Programs Management

**City of South Pasadena** 

Parks, Recreation & Community Facilities

Adopted: January 17, 2018

### **TABLE OF CONTENTS**



### <u>Guidelines for</u> Community Services Department<u>Policies and</u> <u>ProceduresEvents, Facilities and</u> <u>Programs Management</u>

The <u>Guidelines for the</u> Community Services Policies and Procedures ManualDepartment Events, <u>Facilities and Programs Management</u> was developed by the Community Services Department and the City Manager's Office. <u>This to guide was developed to provide the necessary framework for</u> <u>events, facilities and programs management within the Community Services Department.</u>

Note: This document was formerly named the Community Services Department Policies & Procedures, the basic operations of leisure and recreational activities, park and facility use in the City of South Pasadena. The former Parks and Recreation Commission (Commission) reviewed this Manual-guide at its meeting of December 11, 1997, January 8, 1998, May 14, 1998, March 9, 2009, February 3, 2010, March 7, 2012, September 14, 2015, and December 11, 2017October 10, 2022, and recommended approval to the City Council . The City Council adopted this latest policy Manual on January 17, 2018.

#### **COMMUNITY SERVICES DEPARTMENT**

Community Services Department staff is responsible to City Management for the administration of the City's community services programs and facilities. The Community Services Director, as the Liaison to the Commission, provides staff recommendations for policy direction through the City Manager to the Commission and City Council.

#### PARKS & RECREATION COMMUNITY SERVICES COMMISSION

#### **COMMUNITY SERVICES DEPARTMENT**

Community Services Department staff is responsible to City Management for the administration of the City's Community Services programs and facilities. The Community Services Director, as the Liaison to the Commission, provides staff recommendations for policy direction through the City Manager to the Commission and City Council.

This Manual has been developed to provide necessary framework for the operations <u>and</u> <u>implementation of the Community Services Department</u> of the Department. The Community Services Department has the responsibility for the implementation of this Manual.

#### STATEMENT OF POLICY GENERAL STATEMENT

The City of South Pasadena Community Services Department coordinates the use of all City park and community facilities available to organizations and the general public for leisure, recreational, social, and cultural activities and programs. The Community Services Director, on behalf of the City, reserves the right to revoke or terminate a facility use permit; park reservation; field use permit; or class registration of any individual or organization in violation of its policies and procedures. This termination shall be in writing and reviewed by the Community Services Director.

The City may also charge a fee to offset public expenses to operate, maintain, supervise and administer the use of the park and community facilities. The increased demand for the use of

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Commented [LH3]: Insert new information on Community Services Commission limited park and community facilities makes it necessary to emphasize sharing in the use of facilities. In the event there is a need to make administrative changes or modify requirements to address facility use needs, the Community Services Director shall have such authority.

The Commission and the Community Services Department will evaluate the effectiveness of these procedures-this guide periodically and make recommendations for changes to the City Council, as needed.

#### ATHLETIC FIELD AND PARK POLICIES & PROCEDURES PROCESS

#### 1. CITY-OWNED PARKS

Unless otherwise specified, South Pasadena public parks are open daily from 5:00 a.m. to 10:00 p.m. (SPMC Section 21.2).

Arroyo Park	Stoney Drive (at San Pasqual) and Lohman Lane: BBQ and picnic areas, playground, five lighted baseball diamonds, four lighted soccer fields, skate park, batting cages, golf course, miniature golf, driving range, horse stables, Arroyo Seco Woodland and Wildlife Park, tennis and racquetball center. <u>Public restrooms are available</u> .
Community Garden	1028 Magnolia Street: a shared garden space with plots available for use pursuant to the Los Angeles Community Garden Council Agreement with the City of South Pasadena. <u>Public restrooms are</u> <u>not available.</u>
Demonstration Garden _	1028 Magnolia Street: fronts the Community Garden with a shade structure, picnic table, and bench. The space demonstrates water conservation strategies with various drought tolerant, native plants and trees, as well as other landscape improvements. <u>Public restrooms are not available</u> .
Dog Park	650 Stoney Drive (at Lohman Lane): a half-acre park for dogs to exercise and play off-leash. The park is split into two areas for small and large dogs. <u>Public restrooms are available via portable restroom.</u>
Eddie Park	2017 Edgewood Drive (at Chelten Way): an open grassy area, playground and Eddie Park House. <u>Public restrooms are not available.</u>
Garfield Park	Mission Street (at Marengo Avenue): BBQ and picnic areas, playground, two lighted tennis courts, a rose garden, Children's Memorial and Healing Garden, and the Youth House. <u>Public restrooms are available.</u>
Library Park	1100 Oxley Street (at Fairview Avenue): a passive neighborhood park with benches, a meandering walking path amongst mature shady trees. It is also home to the City's Senior Center and Public

Library. Public restrooms are not available.

Orange Grove Park 815 Mission Street (at Orange Grove <u>Avenue</u>): a picnic area, one lighted softball field, lighted soccer field, two lighted tennis courts with pickle ball lines, and a playground.—The City's Recreation Center is located at the park which provides a venue for after school day care, summer camp, and other recreational programs. <u>Public</u> <u>restrooms are available</u>.

War Memorial Park435 Fair Oaks Avenue: formerly called Oak Lawn Park, home to the<br/>War Memorial Building. The grassy area is filled with large Sequoia<br/>and Oak trees. <a href="Public restrooms are not available">Public restrooms are not available</a>.

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- - Via Del Rey & Camino Verde

#### 2. ATHLETIC FACILITIES - All are lighted

Park	Softball	Soccer	Tennis	Baseball
Arroyo Park	1	4	0	5
Eddie Park	0	0	0	0
Garfield Park	0	0	2	0
Orange Grove Park	1	1	2	0
Library Park	0	0	0	0
War Memorial Park	0	0	0	0

#### 3. QUALIFYING USER GROUPS - In descending order of priority

- Group A: \_\_City Council and City Departments that conduct activities directly sponsored by the City of South Pasadena.
- Group B: \_\_\_\_South Pasadena-based nNon-pProfits who meet the requirement of 50% of whose participants live, work, or attend school in the City of South Pasadena, and are certificated non-profit, youth and adult athletic organizations, civic service, educational, or fraternal organizations who conduct community events, and/or programs open to the general public. Proof of non-profit status must be submitted and on file prior to scheduled use. The Community Services Director shall have the authority to determine compliance with the 50% requirement, subject to 5 of 20

approval by the <u>Parks & RecreationCommunity Services</u> Commission, based on anyrelevant factors including participation of South Pasadena residents, historical use, and use of fields in other cities.

- Group C: South Pasadena-based non-profits that do not meet the requirement of 50% whose participants live, work, or attend school in the City of South Pasadena, and are certificated non-profit, youth and adult athletic organizations, civic service; educational or fraternal organizations who conduct community events and/or programs open to the general public. Proof of non-profit status must be submitted and on file prior to scheduled use.
- Group D: \_\_\_Residents of South Pasadena holding functions and/or activities not open to the general public, but are non-profit.
- Group E: \_\_\_\_South Pasadena-based commercial, industrial or professional groups, using the facility for a non-profit purpose.
- Group F: All other users.

#### 4. ATHLETIC FIELD POLICIES

- 4.1. Allocation of dates, times, and areas is subject to the sole control of the City.
  - **4.1.1.** Approved applications may be changed as needed by the City due to weather or hazardous situations to maintain that the parks and fields stay in a good andsafe condition.
- **4.2.** The number of players and teams will be a factor in allotting facilities.
- **4.3.** The nature and conditions of the fields will be a factor in allotting facilities.
- **4.4.** Lights will only be allocated to those user groups who rent the field.
- **4.5.** Any changes or additions to assignments must be submitted in writing and approved by the Community Services Director.

#### 5. ATHLETIC FIELD PROCEDURES

- **5.1.** Occasional or periodic users must request use of a field by submitting a Request for Facility Use Form to the Community Services Department for review and consideration. Occasional or periodic users are defined as requests for use which is less than two consecutive months in duration. The Community Services Director will approve or deny these requests.
- **5.2.** Users requesting league or ongoing use (over two months) of City athletic fields must submit a Request for Facility Use Form to the Community Services Department for review and consideration at least five (<u>5</u>) months prior to beginning of use. The formmust be signed by the president or other appropriate representative from the board or leadership of the organization.
- **5.3.** Requests for league play or ongoing scheduled use of athletic facilities (over two months) will be reviewed and assigned or declined as soon as possible. These requests

will be reviewed by the Community Services Department and the Parks and RecreationCommunity Services Commission. If the request is approved, then a facility organizational meeting will be held between appropriate City staff and the requesting organization toreview field use procedures.processes.

- 5.4. In order to streamline the approval process, the <u>Parks and RecreationCommunity</u> <u>Services</u> Commission considers applications twice a year. Summer and Fall season applications must be submitted to the Community Services <u>Supervisor Director</u> by the end of April, Winter, and Spring season applications by the end of November.
- **5.5.** No user group will be given approval until the following items are submitted. These items must be submitted at least two (2) weeks prior to use. If documents are not submitted, the City may withhold use of fields:
  - **5.5.1.** Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons.
  - **5.5.2.** Proof of current non-profit status with the Internal Revenue Service and State of California as appropriate.
  - **5.5.3.** Master calendar of events to include: Registration dates, tryouts (date, time, place), team selection date, number of teams, practice schedule, date practice begins, opening day schedule, game schedule, date league games begin, date league games end, and date of local tournaments.
  - **5.5.4.** South Pasadena-based non-profit sports organizations scheduling seasonal use of facilities are required to submit a full listing of all participants by team. The listing should include the name of each participant, address, city of residence, city of participants' work or school, and phone number. The City will randomly select a number of teams for review to ensure compliance to the\_50% live, work, or attend school in the City of South Pasadena requirement for participants.
  - **5.5.5.** One copy of the Certificate of Insurance listing the City of South Pasadena as additional insured.
  - 5.5.6. All deposits as required.
  - **5.5.7.** Requests for field improvements or new installations. (as specified on Use Form)
- **5.6.** Storage facilities may be made available free of charge to local seasonal user groups.
- 5.7. All users granted use of storage facilities must store all equipment neatly.
- **5.8.** Upon conclusion of seasonal play, all equipment must be removed within fourteen (14) days or a clean-up fee, based on actual expenses incurred and overhead will be charged. Some equipment may be stored throughout the year with the approval of the Community Services Director.
- **5.9.** Equipment stored in the facility is not the responsibility of the City. Unnecessary equipment stored in the facility may be removed at the user group's expense.
- **5.10.** Concessions Stands and Storage Facilities Use of existing facilities for concessions and storage shall be subject to the approval of the Community Services Director.

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- **5.11.** Restrooms/Fields Facilities must be cleaned of litter and debris immediately following the scheduled use, or a cleanup fee, based on actual expenses incurred and overhead,-will be charged.
- **5.12.** Athletic Field Lining and Marking All lining/marking of athletic fields must be done with prior approval of the Community Services Department. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring incurred to fields and termination of facility use permit.
- **5.13.** Insurance When the user group is involved in sporting/ hazardous events, the user shall obtain and keep in full force and effect, at user's sole cost, for the mutual benefit of City and user, the appropriate insurance certificate as required by the City.
- **5.14.** Traffic and Parking The user group will be considerate to those residents living adjacent to fields and advise participants and spectators to obey all parking laws concerning parking near and around fields. No vehicles will be allowed on City property without written permission.
- **5.15.** Public Address System Use Policy Sound amplification equipment will be allowed in City parks, but limited to public address systems, stereo equipment, stationary and portable components and bull horns, subject to the review and prior approval of Community Services Director.
- 5.16. Maintenance All maintenance such as field preparation, lining of the fields, marking of the fields and installation of goal posts will be performed by user assigned to the facility with prior approval of the Community Services Department. Each user is responsible for the facility being free of trash or debris caused by group usage upon conclusion of each day's use. Users are required to report any damage or acts of vandalism to the Community Services Department immediately.
- **5.17.** Modifications to Park Fields and Facilities Any requests to modify or improve City facilities shall be submitted for approval to the Community Services Director, Commission, and City Council as appropriate.
- 5.18. Closure of Fields Arroyo Park & Orange Grove Park will be scheduled for closure and rehabilitation each year to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Community Services Department and Public Works Department, with approval from the Parks & Recreation Community Services Commission.
- **5.19.** There will be no use of City athletic fields when facilities are unplayable due to rain or other conditions. <u>City staff will make t</u>The decision for use during or after rain or other event, <u>will be made by City staff</u>. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages <u>occurring incurred</u> to the field and termination of facility use permit.

#### 6. ATHLETIC FIELD FEES

- **6.1.** Athletic Field Fees
  - 6.1.1. South Pasadena-based Non-profits All South Pasadena-based non-profit

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organizations that meet the requirement that 50% of their participants live, work, or attend school in the City of South Pasadena, and are authorized nonprofit youth and adult sports groups, civic, educational, and fraternal organizations will be charged the rate indicated on the current fee schedule. The Community Services Director has the authority to negotiate for field improvements or other benefits from users for the use of fields. The Community Services Director shall have the authority to determine compliance with the 50% requirement, subject to approval by the <u>Parks & RecreationCommunity</u> <u>Services</u> Commission, based on any relevant factors including participation of South Pasadena residents, historical use, and use of fields in other cities.

- **6.1.2.** South Pasadena-based Non-profits South Pasadena-based non-profit organizations that do not meet the requirement that 50% of their participants live, work, or attend school in the City of South Pasadena, and are authorized non-profit youth and adult sports groups, civic, educational and fraternal organizations will be charged the rate indicated on the current fee schedule. The Community Services Director has the authority to negotiate for field improvements or other benefits from users for the use of fields.
- **6.1.3.** All Others All others including individual users, for profit and non-South Pasadena-based non-profit groups will be charged for the reserved use of fields at the flat hourly rate. See the Fee Schedule for the current rate.
- **6.2.** Athletic Field Light Fees
  - **6.2.1.** South Pasadena-based non-profit organizations that meet the requirement that 50% of their participants live, work, or attend school in the City of South Pasadena, and are authorized non-profit youth and adult sports groups, civic, educational, service and fraternal organizations, will be allowed to use lights. If the South Pasadena-based non-profit group received a fee waiver for the use of the field, then the user group will also receive a fee waivefee waiverr for the use of the lights (Orange Grove, Arroyo North and Arroyo South).
  - **6.2.2.** All for profit and non-South Pasadena-based non-profit organizations or occasional individual users will be charged for the use of lighted facilities at an hourly rate in addition to the hourly field rate at the discretion of the Community Services Director. See the Fee Schedule for current rate.

#### PARK AND PICNIC AREA RESERVATION POLICIES PROCESS

The City of South Pasadena has <u>three four</u> beautiful parks with covered picnic areas. The picnic areasare available for group reservations and use. <u>See the Fee Schedule for current rate. The rental fee for each park is included on the attached Fee Schedule.</u>

#### 7. PARK PICNIC AREAS

- **7.1.** Any person or group wishing to reserve picnic facilities must submit a Park Reservation Application to the Community Services Department at least two (2) weeks prior to the event. The Application must include the name of the responsible individual or organization, along with the date, time, park area to be used and number of people expected to be in attendance. The reservation is subject to the approval of the Community Services Department on a first come, first served basis.
- 7.2. A refundable clean-up deposit of \$50 may be required for groups over 50 persons who

make a reservation.

- **7.3.** In the event of rain, full refunds or re-bookings are granted. Park cancellations requesting a refund will be given a 50% refund if the cancellation is made at least <u>seven</u> (7) days prior to the reservation. No refunds will be granted within seven (7) days of the reservation. There is no penalty to re-book the park reservation to another date as long as it is re-booked <u>seven</u> (7) days prior to the reservation.
- 7.4. All groups using City picnic areas are responsible for all necessary clean-up following their use.
- **7.5.** It is unlawful for any person to make any campfire or hold any barbecue in any other place in the park than in stoves or pits provided by the Community Services Department (SPMC Section 21.6)

7.4.7.6.Smoking is prohibited in City parks and city facilities (SPMC Section 17.54)

#### 8. OVERNIGHT USE OF PARKS

Permits are required for overnight use. The Community Services Director, as a representative of the City Manager, may authorize overnight use of parks. (SPMC Section 21.10)

#### 9. COMMERCIAL USE OF CITY PARKS

- **2.1.** The private commercial use of City parks for profit and private gain is prohibited. The Community Services Department may waive this policy if it is determined to be in the interest of the City and with the written approval of the City Manager.
- **9.2.** At the discretion of the Community Services Director, South Pasadena based nonprofit organizations may use City parks for activities and events to raise funds to support community service programs and activities in the City of South Pasadena.
- **9.3.** Requests must be submitted 90 days in advance of date of activity/event and will be considered through the City's Temporary Use Permit process with input from the Parks & Recreation Commission.

#### 10.9. LARGE GROUP RESERVATIONS

Events planned for outside of the designated park picnic areas that require significant set-up and gathering of over 100 people will not be allowed. The exception to the rule is local established non-profit groups with priority given to South Pasadena non-profits approved by the Community Services Director on a case by case basis.through the City's Co-Sponsorship Policy.

#### 11.10. CARNIVAL DEVICES

**11.1.10.1.** The following carnival devices are not allowed in any South Pasadena public park:

**11.1.1.10.1.1.** Dunk tanks, booths, or machines which generally consist of a large tank of water over which a seat is suspended.

**11.1.2.10.1.2.** Inflatable recreational structures including, without limitation, inflatables, interactive structures or equipment commonly used for jumping, bouncing, sliding, riding, or as an apparatus for sports and recreational

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activities.

- **11.1.3.10.1.3.** Other similar temporary attractions including, without limitation, structures containing live animals; petting zoos; climbing walls; and slides.
- **11.2.** The Community Services Director, or designee, may allow the use of the attractions otherwise prohibited by this section for city purposes including, without limitation, the City's own recreation programming (SPMC Section 21.25).

#### **RECREATION & SENIOR CLASS POLICIES**

The City offers recreation and senior classes to the public via Independent Contract Instructors. Classes are provided on a fee-based system with some classes offered free of charge. The City produces a quarterly Activity Guide and class schedule.

#### 12.11. CLASS REGISTRATION POLICIES AND PROCEDURES

- **12.1.11.1.** The Recreation Division and Senior Division will process all of their own registrations and collect all class fees. Independent Contract Instructors are responsible for ensuring that all participants have registered and paid the necessary fees at the first classfirst-class meeting.
  - **12.1.1.11.1.** Senior Division Classes offered by the Senior Center are ongoing and offered monthly. Two fees are offered—monthly and walk-in.

#### 12.2.11.2. Participant Registration

- 12.2.1.11.2.1. Recreation Division On the first day of registration for the season, participants can register for a class by accessing the City's website or; by mailing in their registration form and payment; or by faxing in their registration form and credit card information. Beginning two (2) weeks after the first day of registration, participants may also register by phone or by walking their registration in. The <u>Community Services</u> Department accepts <u>exact</u> cash, checks, and credit cards (subject to a credit card processing fee).
- 12.2.2.11.2.2. Senior Division Activity/Registration form is completed once per month\_week for all senior citizen classes. Senior Center staff is responsible for ensuring that all participants have registered and paid the necessary fees by the first class\_first-class meeting. Participants register at the South Pasadena Senior Center or by sending in form and payment. The <u>Community Services</u> Department accepts <u>exact</u> cash, checks, and credit cards (subject to a credit card processing fee).

#### 12.3.11.3. Participant Refunds, Credits, and /Transfers

**12.3.1.11.3.1.** Recreation & Senior Division —Refunds, credits, and transfers must be requested and approved before the first class first-class date. No refunds, credits, or transfers will be issued after the first class. Refunds and transfers must be requested before the second class meeting for classes that meet more than once. For classes that only meet once, refunds and transfers must be requested and approved before the class date. Refunds will be issued, less an \$15.00 administrative fee, for each class a refund is requested. Proration will be determined on a case-by- case basis, at the discretion of the Community Services Department. No refunds or transfers will be granted once the second class meeting has started for classes that meet more than once; or for requests

received on the day of, orafter the day of, the meeting for classes that meet only once. Refunds take four to six three to four weeks to process and receive.

- 12.3.2.11.3.2. Specialty Camp Refunds The Recreation Division coordinates week-long specialty camps for the community. These camps are fee-based and must be paid in full at the time of registration. Refund requests will be assessed an <u>\$15</u> administrative fee if made over 21 calendar days prior to the start of camp. Refunds will not be issued for cancellations requested within 21 calendar daysprior to the start of camp.
- **12.3.3.** Senior Division Refunds are given and evaluated on a case by case basis at the discretion of the Community Services Supervisor.
- 12.4.11.4. Program Visitors The Independent Contract Instructor or the City may grant requests from potential participants to visit a class prior to registration, depending on the nature of the activity, for no charge. Only one visitation is allowed per customer per class. Participant siblings are not allowed to observe and/or participate in the activity. All siblings must be registered in advance based upon the prerequisites of theactivity.
   12.4.1.11.4.1. Program visitors are only allowed to observe the class or activity, and are not permitted to actively engage or interact with any participant in the activity without registering.

#### 13.12.INDEPENDENT CONTRACT INSTRUCTOR POLICIES AND PROCEDURESPROCESS

- **13.1.12.1.** Fingerprint Clearance and Background Checks As a condition of the Independent Contract Instructor Agreement, the City of South Pasadena requires that all Independent Contract Instructors and Instructor Assistants submit to fingerprinting and a Department of Justice (DOJ) criminal background screening prior to any teaching activities with the City. This DOJ screening confirms that the Independent Contract Instructor or their Assistants have no criminal convictions. Any Independent Contract Instructor or Assistant will not be allowed to teach an activity without clearance or completion of this check.
  - **13.1.1.12.1.1.** If the Independent Contract Instructor has several employees then, prior to the first day of an activity, the Independent Contract Instructor must certify, in writing to the City, that said employees have been fingerprinted, at the Contractor's expense, and have passed a DOJ background check.
- 13.2.12.2.Liability and Other Insurance The City does not, in any way, provide Liability Insurance coverage for Independent Contract Instructors. If, at the discretion of the Community Services Department, insurance is deemed necessary, a \$2,000,000 Liability Certificate of Insurance must be filed, by the Independent Contract Instructor, with the Community Services Department one week prior to the first dayof class.
  - **13.2.1.12.2.1.** The following terminology must appear on the description, "The City of South Pasadena, including its Officers, Elected Officials, Agents, and Employees arenamed Additional Insured."
  - **12.2.2.** If the Independent Contract Instructor has employees, the Independent Contract Instructor is also required to provide the City with verification of Worker's Compensation Insurance, as required by California Labor Code 3700et seq.
  - 13.2.2.12.2.3. If the Independent Contract Instructor is offering classes to minors, sexual abuse and molestation clause must be included on the Certificate of 12 of 20

#### Insurance.

- 13.3.12.3. Income Tax Reporting All Independent Contract Instructors will be required to complete a W-9 form. Independent Contract Instructors are not considered City employees, and therefore, are not eligible for City benefits. It is the Independent Contract Instructor's responsibility to pay all income taxes, as the City of South Pasadena does not withhold State or Federal Income Tax, but does report earnings to the IRS through Form 1099.
- <u>13.4.12.4.</u>Compensation Independent Contract Instructors establish the class fees required from each participant.
  - **13.4.1.12.4.1.** Recreation Division Contract Instructors receive 65% of the class fees. The remaining 35% payment is retained by the Community Services Department.
  - 13.4.2.12.4.2. Senior Division Contract Instructors receive 80% of the class fees. The remaining 20% payment is retained by the Community Services Department.
  - **13.4.3.12.4.3.** The Community Services Director reserves the right to use discretion to adjust these amounts. These funds are needed by the City to offset costs associated with providing the following:
    - The location/facility for classes, including general maintenance and utility costs;
    - The processing of all class registrations, collection of fees and paying instructors;
    - Administering all agreements with instructors and processing insurance;
    - Providing the necessary staff to set up and monitor classes;
    - Marketing of classes.
  - **13.4.4.12.4.4.** Recreation Division Payments will be processed after the class, for activities that will meet only once, or after the final class meeting, for classes with multiple meetings. Payments can take <u>four to six three to four</u>-weeks to process.

13.4.5.12.4.5. Senior Division Payments are processed at the end of each month.

- **13.4.6.12.4.6.** The City of South Pasadena shall also not be liable for compensation of the Independent Contract Instructor for the remainder of the Independent ContractInstructor Agreement should it be cancelled. If the City terminates the Independent Contract Instructor Agreement during a session, the Independent Contract Instructor's payment for services provided will be on a prorated basis.
- 13.5.12.5. Class Cancellation No less than two (2) five (5) business days prior to the first meeting of the class, the Independent Contract Instructor has the option of cancelling their classifit does not meet the minimum required number of registrations.
  - **13.5.1.12.5.1.** The Community Services Department will notify participants of class cancellations if cancelled by the department. Otherwise, the instructor is responsible for directly contacting students/parents, by phone call, of all other cancellations.
- **13.6.** <u>12.6.</u> City Facilities (Recreation Division) Subject to availability, the Independent Contract Instructor has the option of utilizing a City facility.

- **13.6.1.** Specific set up and cleanup of the facility and equipment is the responsibility of the Independent Contract Instructor.
- **12.6.1.** Staff is responsible for assuring that in the Community Room doors are locked, furniture is returned to original location and restrooms are locked up. Independent Contract Instructor must ensure all doors are locked securely, alarms set, and all lights and air conditioning/heating are turned off.
- **13.6.2.12.6.2.** Keys-Recreation Division does not issue keys to instructors, unless approved by the Community Services Director.
- **13.6.3.** Facility Access The Independent Class Instructor may be issued a key to the facility and an alarm code.
- 13.6.3.1. Keys are not to be duplicated.
- 13.6.3.2. Independent Contract Instructors will be required to complete a KeyCheck-Out/Security Alarm form.
- **13.6.3.3.** Ongoing Independent Contract Instructors may retain their keys and alarmcodes as long as they are teaching.
- **13.6.3.4.** If the Independent Contract Instructor will no longer be teaching for the City, all keys must be returned within ten (10) days of the lastday of work. The alarm code will be terminated.
- **13.6.3.5.12.6.3.** The Independent Contract Instructor is responsible for any lost or stolen keys, and any potential expenses incurred by the City for replacement locks and keys. Lost or stolen keys must be reported to the Community Services Department within the first 24 hours of the occurrence.
- 13.7.12.7. City Facilities (Senior Division) Senior Center staff assists with the setup of all Senior Center Classes offered. Two locations are utilized for Senior Center classes, the South Pasadena Senior Center and the Library Community Room.
  - 13.7.1.12.7.1. Staff is responsible to assuring that in the Community Room doors are locked, furniture is returned to original location and restrooms are locked up.
     13.7.2.12.7.2. Keys Senior Center does not issue keys to instructors.
- **13.8.12.8.** Professional Standards Independent Contract Instructors and their assistants must conduct themselves in a professional manner; this includes dressing and speaking professionally, and supporting the City of South Pasadena's policies, proceduresprocesses, and decisions. Independent Contract Instructors are to maintain a professional relationship with participants and parents or guardians of minor participants at all times.
  - 13.8.1.12.8.1. Course/Activity Cancellation If, during a class session, the Independent Contract Instructor must cancel a class meeting, the Community Services Department must be contacted during office hours, no less than four (4) hours prior to the start of the next class meeting. The instructor is responsible for notifying registrants that the class meeting has been cancelled, and responsible for scheduling a makeup class/day.
  - **13.8.2.12.8.2.** Releasing of Minors At the end of a class meeting, the Independent ContractInstructor shall not release minors to anyone other than the authorized parent, guardian, or to an individual authorized by the parent or guardian. The Independent Contract Instructor shall remain on site until all participants have left the facility. If the instructor is not able to stay with the minor they must first call the responsible adult listed on the class roster. If no parent or guardian is reached, call the Community Services Department. Otherwise, the instructor shall call the South Pasadena Police Department and have an officer take 14 of 20

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- 13.8.3.12.8.3. Discrimination and Harassment The City does not tolerate any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Independent Contract Instructors and their assistants are responsible for their own actions/conduct and that of the class participants, and must never engage in discrimination or harassment because of an individual's protected classification.
- 13.8.4.12.8.4. Mandated Reporting Child Independent Contract Instructors and their assistants are considered Mandated Reporters under the "California Child Abuse and Neglect Reporting Law". If the Independent Contract Instructor or their assistant has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect a report must be filed with Child Protective Services or the South Pasadena Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Out-of-Home Care (e.g. daycare).
- **13.8.5.12.8.5.** Mandated Reporting Elder Independent Contract Instructors and their assistants are considered Mandated Reporters under the "Elder Abuse and Dependent Adult Civil Protection Act". If the Independent Contract Instructor or their assistant has knowledge, or reasonably suspects, that-those types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, orhis or her emotional well-being is endangered in any other way, a report must be filed with Adult Protective Services or the South Pasadena Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or

services that are necessary to avoid physical or mental harm is also considered a reportable offense.

**13.8.6.12.8.6.** Termination of Independent Contract Instructor Agreement – The City of South Pasadena reserves the right not to renew an Independent Contract Instructor's Agreement for any reason. Grounds for immediate termination of the Independent Contract Instructor Agreement may include, but are not limited to: verbal and/or physical abuse, actions which may cause injury to another, and/or being under the influence of drugs or alcohol while teaching.

#### 14.13. SPECIAL EVENT TICKET REFUND POLICY

14.1.13.1. The Community Services Department hosts various special ticketed -events for the community, including but not limited to: Breakfast with Santa <u>-and</u> Eggstravaganza.<u>-Snow Day, and Community Baseball Night</u>. All special events ticket sales are final. No refunds or exchanges will be granted for any fee-based Community Services Special Event.

#### FACILITY RENTAL POLICIES

City of South Pasadena makes its facilities available to the public for activities and programs that meet the needs and interests of the community. The City has established rental fees and services to cover costs related to maintenance, utilities, supervision, and other costs. The Community Services Director may enter into ongoing user agreements with the review and approval of the City Manager.

#### 15.14. CITY OWNED FACILITIES

War Memorial Building	435 Fair Oaks Avenue
Senior Center	1102 Oxley Street
Eddie Park House	2017 Edgewood Drive
Orange Grove Mid-Level	815 Mission Street
Garfield Park Youth House	625 <u>1/2</u> Stratford
Ave	

15.1.14.1. The current cost for the rental of the following facilities is found in the Fee Schedule. The following policies and procedures provide for the use of the City-owned facilities. The Garfield Park Youth House and Eddie Park House are not available for reservations on Sundays, unless approved by the Community Services Director-

- 15.2.14.2. Identification of Users: Any individual or group utilizing City facilities will be classified in one of the following priority groups. These classifications are necessary to establish: 1) priority of use, 2) applicability of fees, and 3) what, if any, these fees if applicable, based on the fee schedule. will be.
  - 15.2.1.14.2.1. City Uses City Council, City Departments, City-sponsored Commissions or Committees, or City co-sponsored meetings/seminars/conferences.

15.2.2.14.2.2. Non-profits – All designated non-profits. The Community Services Department will determine eligibility as a non-profit. The Recreation Center, Council Chambers and portions of the Senior Center will be available free of charge to non profits for occasional use of facilities. On-going users will be

assessed a fee per the Fee Schedule. All meetings must be open to the general public at no charge. If use is required on weekends or City-observed holidays, a fee may be charged for staff hours required to open, close and monitor facility. All events which are closed to the general public or for which there is

any type of charge, either for admission or by donation, will be charged according to the current Fee Schedule. Such events would include fundraisers, award ceremonies and banquets.

- **15.2.3.14.2.3.** Individuals Functions and activities which are not open to the general publicand which are not profit-oriented.
- 15.2.4.14.2.4. Businesses All commercial and business uses.
- 15.3.14.3. Prime Time Rental fees are listed for each facility based on weekday and primetime uses. Prime-time is defined as Friday at 3:00 p.m. to <u>Sunday through 9:00</u> p.m.<u>Saturday through 12 midnight.</u>
- **15.4.14.4.** Rental rates include: Use of available tables and chairs, as arranged through the Community Services Department at time of confirmation. The user may be required to enter into a Use Agreement with the City.
- **15.5.14.5.** A cleaning/security deposit <u>is may be</u> required for all and is not applied toward therental fee. Deposits are paid at time of reservations and are refundable after the facility and/or equipment is found to be in satisfactory condition as determined by Community Services staff, and the facility is vacated by all guests, rental party, caterer, etc. at the scheduled reservation end time. Users are responsible for any and all damages to City property or for the loss of property. Repair, replacement, and cleaning costs are based on actual expenses and normal City overhead. Deposits are generally refunded within <u>3 5 four to six</u> weeks.
  - **15.5.1.14.5.1.** Overtime Fee Failure to vacate the facility will result in loss of the full deposit. Use of the facilities in excess of the scheduled reservationtime will be charged an overtime fee of 1.5 times the associated hourly fee for every half hour after the scheduled end time.
- **15.6.14.6.** General clean-up is the user's responsibility. The failure to meet and comply with the terms and conditions of the Use Agreement may result in the loss of the full deposit. All personal/rental items are to be removed from the facility, storage is not provided. Required deposits are noted on the Fee Schedule.
- **15.7.14.7.** The user shall obtain, and keep in full force, at user's expense, for the mutual benefit of City and user, insurance as determined by the City's current requirements. Certificates are subject to review and approval by the City. If the client's insurance cannot meet City requirements, a one day special events policy must be purchased through the City.
- **15.8.14.8.** Alcohol Requirements (Alcohol is only allowed at the War Memorial Building & Senior Center). While the City of South Pasadena permits alcohol to be served at rented facilities, appropriate restraint must be used by both those serving alcohol and by guests consuming alcohol to ensure the safety of property and all participants.

 15.8.1. Complimentary Alcohol Service – Clients who will be serving complimentary liquor (i.e., hosted bar, wine service with meal) must provide insurance coverage as determined by the City's current requirements. If the client's insurance cannot meet this requirement, a one-day special events policy must
 14.8.1. be purchased from the City. The insurance fee is based upon the type of event and +

number in attendance.

- **15.8.2.14.8.2.** Selling Alcohol Any client who will be selling Alcohol (i.e., cash bar, dinner and drinks for a fee) is required to provide insurance as determined by the City's current requirements. A copy of the Alcoholic Beverage Control (ABC) License must be provided to the City within three (3) working days of the event. Any questions as to the need for and requirements of obtaining the appropriate ABC license(s) should be directed to the ABC.
- **15.8.3.14.8.3.** Alcohol may not be served or sold during set-up time or prior to the arrival of assigned staff. Service of any alcoholic beverages must end one hour before the time slated on the contract for the event to end.
- **15.8.4.14.8.4.** Alcohol may not be sold or served to minors. Failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting alldeposits and fees. Injuries caused to any person or damage to City property as a result of alcoholic beverages being served and/or consumed by a minor, on City premises, shall be the sole responsibility of the organization, its sponsor, or the adult representative.
- **15.8.5.14.8.5.** Alcohol is only permitted in the rented facility. Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds immediately adjacent to rented facility. All exceptions must receive prior approval of the Community Services Director.
- **15.8.6.14.8.6.** Additional staff is required at all events at which alcohol is served or sold.Cost of the additional staff is the responsibility of the user and is arranged through Community Services staff. Fees for additional staff are included on the attached Fee Schedule. If the South Pasadena Police Department is called out to an event, then the costs associated with the response may be charged to the user.
- **15.9.14.9.** Inspection and permits by the Fire Department to assure compliance with Public Assembly Regulations may be required at the user's expense. User representative must be present during such inspection. User will be billed directly by the Fire Department. Persons will not be permitted inside any facility in excess of the established capacity of that facility.
- **15.10.14.10.** No ongoing **non**-fee use shall be granted for a period exceeding <u>six three</u> months to avoid a monopoly by any person(s) or organization(s). The Community Services Director may approve and disapprove any ongoing uses as appropriate.
- **15.11.14.11.** Community Services Department shall have the right to assign or reassign meeting rooms as appropriate, based on nature of event, estimated number of participants, etc.
- **15.12.** Reservations may be revoked at any time whenever there has been a violation of approved Policies and Procedures and will result in loss of deposit and fees.

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Formatted: List Paragraph, Justified, Right: 0.08", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.83" + Indent at: 1.33", Tab stops: 1.33", Left **15.13.** City equipment shall not be removed from any facility.

- **15.14.14.** Smoking is prohibited in City facilities and in any unenclosed area within a distance of 25 feet from city-owned facilities, building and vehicles (SPMC Section 17.53-17.56).
- 15.15.14.15. All established fees have been reviewed and approved by the City Council. Any exceptions or special requests not covered by this <u>policy-guide</u> must be submitted in writing to the Community Services Director and approved by the City Manager.
- 15.16.14.16. The rental reservation must be completed at least thirty (30) days in advance of reserved date. A reservation constitutes an agreement between the User and the Cityof South Pasadena. Agreements will include, by reference, all terms and conditions. All applications must be signed by an authorized adult representative of user organization or private party.
- **15.17.14.17.** No reservation is confirmed until all fees, deposits, permits/licenses, and insuranceare obtained and paid in full at least thirty (30) days prior to the use date. If the policies and procedures as stated in this Manualthe contract as stated in this guide are not adhered to, any reservation may be cancelled immediately upon notice to the client. Fee(s) paid may not be refunded. Cancellation of a rental or changing of a confirmed date will result in a loss of security deposit. If facility can be rebooked with a comparable rental (one equal or greater in size) then 75% of the client's deposit will be returned. Cancellation thirty\_

(30) days or less prior to an event will result in the loss of any rental fees paid, in addition to the deposit.

**15.18.14.18.** Decorations require prior approval by Community Services Staff and must not damage the facility or City property. Hanging of items with tape, nails, or tacks on thewalls of facilities is not permitted. No burning candles or fog/bubble/foam machines are allowed in City facilities. No tape will be allowed on wood floors.

**15.19.14.19.** The City reserves the right to deny any application based on security concerns and/or safety concerns. Denial of applications may be made by the City of South Pasadena on the basis of the following reasons:

- **15.19.1.14.19.1.** The applicant previously used the facility and due to lack of cleaning or damage to the facility did not receive a full refund of their cleaning deposit.
- 15.19.2.14.19.2. Failure to pay all fees or balances on rentals as arranged with Community Services or the Finance Department of the City of South Pasadena.

**15.19.3.** Unavailability of the facility. **15.19.4.14.19.4.** Higher priority user is in need of facility.

**15.20.14.20.** Events must end by 5:00 p.m. on Saturdays at the Garfield Youth House and Eddie Park House. Events at the Senior Center and War Memorial Building must end at 12:00 midnight. Any music will terminate by 9:00 p.m. at the Senior Center and11:00 p.m. at the War Memorial Building. Music and sound amplification will be 19 of 20

monitored by City staff to ensure client is not disturbing the peace.

- **15.21.14.21.** Up to two (2) individual, nonprofit, or commercial reservations will be allowed at the Eddie Park House each month, outside of licensed facility use.
- **14.22.** When food is served as catered food, a licensed caterer may be required at City facilities. Exceptions to catered service must have prior approval from Community Services Director.
- **15.22.14.23.** Mobile food vending is permitted as long as vendor is in full compliance with the type of vending and the time, place and manner of vending from vehicles upon the street in order to promote public safety. (SPMC Section 19.49-1). The use or distribution Expanded Polystyrene (EPS) Disposable Food Service Ware, also known by its trademark name, Styrofoam, commonly used for single-use disposable food service ware such as cups, plates, trays, bowls, and hinged or lidded containers is prohibited. Any user or group utilizing City facilities assumes responsibility for preventing the utilization and/or distribution of EPS food service ware. If it is determined that disposable EPS food services ware was used, the security deposit will be forfeited (SPMC Section 16.42).
- **15.23.14.24.** The distribution of single-use plastic carryout bags is prohibited (SPMC Section 16.32),

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# ATTACHMENT

Guidelines for Community Services Department Events, Facilities and Programs Management (Final) CITY OF SOUTH PASADENA Guidelines for Community Services Department Events, Facilities and Programs Management



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## Guidelines for Community Services Department Events, Facilities, and Programs Management

The Guidelines for the Community Services Department Events, Facilities and Programs Management was developed by the Community Services Department and the City Manager's Office. This guide was developed to provide the necessary framework for events, facilities and programs management within the Community Services Department.

Note: This document was formerly named the Community Services Department Policies & Procedures. The former Parks and Recreation Commission (Commission) reviewed this guide at its meeting on October 10, 2022, and approved by the City Council on October 19, 2022

#### COMMUNITY SERVICES DEPARTMENT

Community Services Department staff is responsible to City Management for the administration of the City's community services programs and facilities. The Community Services Director, as the Liaison to the Commission, provides staff recommendations for direction through the City Manager to the Commission and City Council.

#### COMMUNITY SERVICES COMMISSION

The Community Services Commission (Commission) was established by Ordinance No. 2366. The Commission is a seven-member body that act in an advisory capacity to the City Council in all matters pertaining to activities promoting the health, interests, and well-being of the City's senior citizen and youth populations, and all matters pertaining to parks and public recreation; recommends policies for the control, management, and use of Community Services facilities; recommends the acquisition, use, and relinquishment of Community Services facilities; advise the City Council on development of recreation areas, facilities, programs, and improved recreation services; recommends the adoption of standards on organizations, personnel, areas and facilities, program and financial support; and takes periodic inventories of recreation services Director. Qualification for serving on the Commission consists of the resident elector (registered voter) of the city. Members are appointed to a three-year term, with a maximum length of service of two full consecutive terms, plus one partial term (if applicable).

#### **GENERAL STATEMENT**

The City of South Pasadena Community Services Department coordinates the use of all City park and community facilities available to organizations and the general public for leisure, recreational, social, and cultural activities and programs. The Community Services Director, on behalf of the City, reserves the right to revoke or terminate a facility use permit; park reservation; field use permit; or class registration of any individual or organization in violation of this guide. This termination shall be in writing and reviewed by the Community Services Director.

The City may also charge a fee to offset public expenses to operate, maintain, supervise and administer the use of the park and community facilities. The increased demand for the use of limited park and community facilities makes it necessary to emphasize sharing in the use of facilities. In the event there is a need to make administrative changes or modify requirements to address facility use needs, the Community Services Director shall have such authority.

The Commission and the Community Services Department will evaluate the effectiveness of this guide periodically and make recommendations for changes to the City Council, as needed.

## ATHLETIC FIELD AND PARKS

#### 1. CITY-OWNED PARKS

Unless otherwise specified, South Pasadena public parks are open daily from 5:00 a.m. to 10:00 p.m. (SPMC Section 21.2)

- Arroyo Park Stoney Drive (at San Pasqual) and Lohman Lane: BBQ and picnic areas, playground, five lighted baseball diamonds, four lighted soccer fields, skate park, batting cages, golf course, miniature golf, driving range, horse stables, Arroyo Seco Woodland and Wildlife Park, tennis and racquetball center. Public restrooms are available.
- Community Garden 1028 Magnolia Street: a shared garden space with plots available for use pursuant to Los Angeles Community Garden Council Agreement with the City of South Pasadena. Public restrooms are not available.
- Demonstration Garden 1028 Magnolia Street: fronts the Community Garden with a shade structure, picnic table, and bench. The space demonstrates water conservation strategies with various drought tolerant, native plants and trees, as well as other landscape improvements. Public restrooms are not available.
- Dog Park650 Stoney Drive (at Lohman Lane): a half-acre park for dogs to<br/>exercise and play off-leash. The park is split into two areas for small and<br/>large dogs. Public restrooms are available via portable restroom.
- Eddie Park 2017 Edgewood Drive (at Chelten Way): an open grassy area, playground and Eddie Park House. Public restrooms are not available.
- Garfield Park Mission Street (at Marengo Avenue): BBQ and picnic areas, playground, two lighted tennis courts, a rose garden, Children's Memorial and Healing Garden, and Youth House. Public restrooms are available.
- Library Park 1100 Oxley Street (at Fairview Avenue): a passive neighborhood park with benches, a meandering walking path amongst mature shady trees. It is also home to the City's Senior Center and Public Library. Public restrooms are not available.

Orange Grove Park 815 Missions Street (at Orange Grove Avenue): a picnic area, one lighted softball field, lighted soccer field, two lighted tennis courts with pickle ball lines, and a playground. The City's Recreation Center is located at the park, which provides a venue for after school day care, summer camp, and other recreational programs. Public restrooms are available.

- War Memorial Park 435 Fair Oaks Avenue: formerly called Oak Lawn Park, home to the War Memorial Building, and a grave site. The grassy area is filled with large Sequoia and Oak trees. Public restrooms are not available.
- Passive Parks Minimally developed spaces that are maintained by the City for the health and well-being of the public, where the quality of the environment and "naturalness" of the area are the focus of the recreational experience. Public restrooms are not available.
  - Berkshire Pocket Park
  - Grevelia Pocket Park

- Heritage Park (Meridian Avenue, at the Gold Line Station)
- Camden Parkway
- Via Del Rey and Monterey Road
- Via Del Rey and Camino Verde

#### 2. ATHLETIC FACILITIES (Facilities are lighted)

Park	Softball	Soccer	Tennis	Baseball
Arroyo Park	1	4	0	5
Eddie Park	0	0	0	0
Garfield Park	0	0	2	0
Orange Grove Park	1	1	2	0
Library Park	0	0	0	0
War Memorial Park	0	0	0	0

#### 3. QUALIFYING USER GROUPS (In descending order of priority)

- Group A: City Council and City Departments that conduct activities directly sponsored by the City of South Pasadena.
- Group B: South Pasadena-based non-profits who meet the requirement of 50% of whose participants live, work, or attend school in the City of South Pasadena, and are certified non-profit, youth and adult athletic organizations, civic services, educational, or fraternal organizations who conduct community events, and/or programs open to the general public. Proof of non-profit status must be submitted and on file prior to scheduled use. The Community Services Director shall have the authority to determine compliance with the 50% requirement, subject to approval by the Community Services Commission, based on any relevant factors including participation of South Pasadena residents, historical use, and use of fields in other cities.
- Group C: South Pasadena-based non-profits that do not meet the requirement of 50% whose participants live, work, or attend school in the City of South Pasadena, and are certificated non-profit, youth and adult athletic organizations, civic service; educational or fraternal organizations who conduct community events and/or programs open to the general public. Proof of non-profit status must be submitted and on file prior to schedule use.
- Group D: Residents of South Pasadena holding functions and/or activities not open to the general public, but are non-profit.
- Group E: South Pasadena-based commercial, industrial or professional groups, using the facility for a non-profit purpose.
- Group F: All other users.

#### 4. ATHLETIC FIELD RESERVATIONS

- **4.1.** Allocation of dates, times, and areas is subject to the sole control of the City.
  - **4.1.1.** Approved applications may be changed as needed by the City due to weather or hazardous situations to maintain that the parks and fields stay in good and safe condition.
- 4.2. The number of players and teams will be a factor in allotting facilities.
- **4.3.** The nature and conditions of the fields will be a factor in allotting facilities.
- 4.4. Lights will only be allocated to those user groups who rent the field.

**4.5.** Any changes or additions to assignments must be submitted in writing and approved by the Community Services Director.

#### 5. ATHLETIC FIELD RESERVATIONS

- **5.1.** Occasional or periodic users must request use of a field by submitting a Request for Facility Use Form to the Community Services Department for review and consideration. Occasional or periodic users are defined as requests for use, which is less than two consecutive months in duration. The Community Services Director will approve or deny these requests.
- **5.2.** Users requesting league or ongoing use (over two months) of City athletic fields must submit a Request for Facility Use Form to the Community Services Department for review and consideration at least five (5) months prior to beginning of use. The form must be signed by the president or other appropriate representative from the board or leadership of the organization.
- **5.3.** Requests for league play or ongoing scheduled use of athletic facilities (over two months) will be reviewed and assigned or declined as soon as possible. These requests will be reviewed by the Community Services Department and the Community Services Commission. If the request is approved, then a facility organizational meeting will be held between appropriate City staff and the requesting organization to review field use processes.
- **5.4.** In order to streamline the approval process, the Community Services Commission considers applications twice a year. Summer and Fall season applications must be submitted to the Community Services Director by the end of April. Winter and Spring season applications must be submitted by the end of November.
- **5.5.** No user group will be given approval until the following items are submitted. These items must be submitted at least two (2) weeks prior to use. If documents are not submitted, the City may withhold use of fields:
  - **5.5.1.** Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons.
  - **5.5.2.** Proof of current non-profit status with the Internal Revenue Services and State of California as appropriate.
  - **5.5.3.** Master calendar of events to include: Registration dates, tryouts (date, time, place), team selection date, number of teams, practice schedule, date practices begin, opening day schedule, game schedule, date league games begin, date league games end, and date of local tournaments.
  - **5.5.4.** South Pasadena-based non-profit sports organizations scheduling seasonal use of facilities are required to submit a full listing of all participants by team. The listing should include the name of each participant, address, city of residence, city of participants' work or school, and phone number. The City will randomly select a number of teams for review to ensure compliance to the 50% live, work, or attend school in the City of South Pasadena requirement for participants.
  - **5.5.5.** One copy of the Certificate of Insurance listing the City of South Pasadena as additional insured.
  - **5.5.6.** All deposits as required.
- **5.6.** Storage facilities may be made available free of charge to local seasonal user groups.
- **5.7.** All users granted use of storage facilities must store all equipment neatly.
- **5.8.** Upon conclusion of seasonal play, all equipment must be removed within fourteen (14) days or a clean-up fee, based on actual expense incurred and overhead will be charged. Some equipment may be stored throughout the year with the approval of the Community Services Director.
- **5.9.** Equipment stored in the facility is not the responsibility of the City. Unnecessary equipment stored in the facility may be removed at the user group's expense.

- **5.10. Concession Stand and Storage Facilities:** Use of existing facilities for concessions and storage shall be subject to the approval of the Community Services Director.
- **5.11. Restrooms/Fields:** Facilities must be cleaned of litter and debris immediately following the scheduled use, or a cleanup fee, based on actual expenses incurred and overhead will be charged.
- **5.12.** Athletic Field Lining and Marking: All lining/marking of athletic fields must be done with prior approval of the Community Services Department. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages incurred to fields and termination of facility use permit.
- **5.13. Insurance:** When the user group is involved in sporting/hazardous events, the user shall obtain and keep in full force and effect, at the user's sole cost, for the mutual benefit of City and user, the appropriate insurance certificate as required by the City.
- **5.14. Traffic and Parking:** The user group will be considerate to those residents living adjacent to fields and advise participants and spectators to obey all parking laws concerning parking near and around fields. No vehicles will be allowed on City property without written permission.
- **5.15.** Public Address System Use Process: Sound amplification equipment will be allowed in City parks, but limited to public address systems, stereo equipment, stationary and portable components and bull horns, subject to the review and prior approval of the Community Services Director.
- **5.16. Maintenance:** All maintenance such as field preparation, lining of the fields, marking of the fields and installation of goal posts will be performed by user assigned to the facility with prior approval of the Community Services Department. Each user is responsible for the facility being free of trash or debris caused by group usage upon conclusion of each day's use. Users are required to report any damage or acts of vandalism to the Community Services Department immediately.
- **5.17. Modifications to Park Fields and Facilities:** Any request to modify or improve City facilities shall be submitted for approval to the Community Services Director, Commission, and City Council as appropriate.
- **5.18. Closure of Fields:** Arroyo Park and Orange Grove Park will be scheduled for closure and rehabilitation each year to allow for recovery due to heavy usage. The dates and times of closure to be determined by the Community Services Department and Public Works Department, with approval from the Community Services Commission.
- **5.19.** There will be no use of City athletic fields when facilities are unplayable due to rain or other conditions. City staff will make the decision for use during or after rain or other event. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages incurred to the field and termination of facility use permit.

#### 6. ATHLETIC FIELD FEES

- 6.1. Athletic Field Fees
  - **6.1.1.** South Pasadena-based non-profits: All South Pasadena-based non-profit organizations that meet the requirement that 50% of their participants live, work, or attend school in the City of South Pasadena, and are authorized non-profit youth and adult sports groups, civic, educational, and fraternal organizations will be charged the rate indicated on the current fee schedule. The Community Services Director has the authority to negotiate for field improvements or other benefits from users for the use of fields. The Community Services Director shall have the authority to determine compliance with the 50% requirement, subject to approval by the Community Services Commission, based on any relevant factors including participation of South Pasadena residents, historical use, and use of fields in other cities.
  - **6.1.2.** South Pasadena-based non-profits: South Pasadena-based non-profit organizations that do not meet the requirement that 50% of their participants live, work, or attend school in the City of South Pasadena, and are authorized non-profit youth and adult sports groups, civic,

educational and fraternal organizations will be charged the rate indicated on the current fee schedule. The Community Services Director has the authority to negotiate for field improvements or other benefits from users for the use of the fields.

- **6.1.3.** All Others: All others including individual users, for profit and non-South Pasadena-based non-profit groups will be charged for the reserved use of the fields at the flat hourly rate. See the Fee Schedule for the current rate.
- 6.2. Athletic Field Light Fees
  - **6.2.1.** South Pasadena-based non-profit organizations that meet the requirement that 50% of their participants live, work, or attend school in the City of South Pasadena, and are authorized non-profit youth and adult sports groups, civic, educational, service and fraternal organizations, will be allowed to use lights. If the South Pasadena-based non-profit group received a fee waiver for the use of the field, then the user group will also receive a fee waiter for the use of the lights (Orange Grove, Arroyo North, and Arroyo South).
  - **6.2.2.** All for profit and non-South Pasadena-based organizations or occasional individual users will be charged for the use of lighted facilities at an hourly rate in addition to the hourly field rate at the discretion of the Community Services Director. See the Fee Schedule for current rate.

# PARK AND PICNIC AREA RESERVATIONS

The City of South Pasadena has three beautiful parks with covered picnic areas. The picnic areas are available for group reservations and use. See the Fee Schedule for current rates.

#### 7. PARK PICNIC AREAS

- 7.1. Any person or group wishing to reserve picnic facilities must submit a Park Reservation Application to the Community Services Department at least two (2) weeks prior to the event. The Application must include the name of the responsible individual or organization, along with the date, time, park area to be used and number or people expected to be in attendance. The reservation is subject to approval of the Community Services Department on a first come, first served basis.
- **7.2.** A refundable clean-up deposit of \$50 may be required for groups over 50 persons who make a reservation.
- **7.3.** In the event of rain, full refunds or re-booking are granted. Park cancellations requesting a refund will be given a 50% refund if the cancellation is made at least seven (7) days prior to the reservation. No refunds will be granted within seven (7) days of the reservation. There is no penalty to re-book the park reservation to another date as long as it is re-booked seven (7) days prior to the reservation.
- **7.4.** All groups using City picnic areas are responsible for all necessary clean up following their use.
- **7.5.** It is unlawful for any person to make any campfire or hold any barbecue in any other place in the park than in stoves or pits provided by the Community Services Department (SPMC Section 21.6).
- 7.6. Smoking is prohibited in City parks and city facilities (SPMC Section 17.54)

#### 8. OVERNIGHT USE OF PARKS

Permits are required for overnight use. The Community Services Director, as a representative of the City Manager, may authorize overnight use of parks (SPMC Section 21.10).

#### 9. LARGE GROUP RESERVATIONS

Events planned for outside of the designated park picnic areas that require significant set-up and gathering of over 100 people will not be allowed. The exception to the rule is local established non-profit groups with priority given to South Pasadena non-profits approved through the City's Co-Sponsorship Policy.

#### **10. CARNIVAL DEVICES**

- **10.1.** The following carnival devices are not allowed in any South Pasadena public park:
  - **10.1.1.** Dunk tanks, booths, or machines, which generally consist of a large tank of water over which a seat is suspended.
  - **10.1.2.** Inflatable recreational structures including, without limitation, inflatables, interactive structures or equipment commonly used for jumping, bounding, sliding, riding, or as an apparatus for sports and recreational activities.
  - **10.1.3.** Other similar temporary attractions including, without limitation, structures containing live animals, petting zoos, climbing walls, and slides.
- **10.2.** The Community Services Director, or designee, may allow the use of the attractions otherwise prohibited by this section for City purposes including, without limitation, the City's own recreation programming (SPMC Section 21.25).

# **RECREATION AND SENIOR CLASSES**

The City offers recreation and senior classes to the public via Independent Contract Instructors. Classes are provided on a fee-based system with some classes offered free of charge. The City produces a quarterly Activity Guide and class schedule.

#### 11. CLASS REGISTRATION PROCESS

- **11.1.** The Recreation Division and Senior Division will process all of their own registrations and collect all class fees. Independent Contract Instructors are responsible for ensuring that all participants have registered and paid the necessary fees at the first-class meeting.
  - **11.1.1. Senior Division:** Classes offered by the Senior Center are ongoing and offered monthly. Two fees are offered monthly and walk-in.
- **11.2.** Participant Registration
  - **11.2.1. Recreation Division:** On the first day of registration for the season, participants can register for a class by accessing the City's website or by mailing in their registration form and payment. Beginning two (2) weeks after the first day of registration, participants may also register by phone or by walking their registration in. The Community Services Department accepts exact cash, checks, and credit cards (subject to a credit card processing fee).
  - **11.2.2. Senior Division:** Activity/Registration form is completed once per month for all senior citizen classes. Senior Center staff is responsible for ensuring that all participants have registered and paid the necessary fees by the first-class meeting. Participants register at the South Pasadena Senior Center or by sending in form and payment. The Community Services Department accepts exact cash, checks, and credit cards (subject to a credit card processing fee).
- 11.3. Participant Refunds, Credits, and Transfers
  - **11.3.1. Recreation and Senior Divisions:** Refunds, credits, and transfers must be requested in writing and approved before the first-class date. No refunds, credits, or transfers will be issued after the first class. Refunds will be issued less an administrative fee, for each class a refund is requested. Proration will be determined on a case-by-case basis, at the discretion of the Community Services Department. Refunds take four to six weeks to process and receive.
  - **11.3.2. Specialty Camp Refunds:** The Recreation Division coordinates week-long specialty camps for the community. These camps are fee-based and must be paid in full at the time of registration. Refund requests will be assessed an administrative fee if made over 21 calendar days prior to the start of camp. Refunds, credits or transfers will not be issued for cancellations requested within 21 calendar days prior to the start of camp.
- **11.4. Program Visitors:** The Independent Contract Instructor or the City may grant requests from potential participants to visit a class prior to registration, depending on the nature of the activity, for no charge. Only one visitation is allowed per customer per class. Participant siblings are

allowed to observe the activity. All siblings must be registered in advance based upon the prerequisites of the activity.

**11.4.1.** Program visitors are only allowed to observe the class or activity, and are not permitted to actively engage or interact with any participant in the activity without registering.

#### **12. INDEPENDENT CONTRACT INSTRUCTOR PROCESS**

- **12.1. Fingerprint Clearance and Background Checks:** As a condition of the Independent Contract Instructor Agreement, the City of South Pasadena requires that all Independent Contract Instructors and Instructor Assistants submit to fingerprinting and Department of Justice (DOJ) criminal background screening prior to any teaching activities with the City. This DOJ screening confirms that the Independent Contract Instructor or their Assistants have no criminal convictions. Any Independent Contract Instructor or Assistant will not be allowed to teach activity without clearance or completion of this check.
  - **12.1.1.** If the Independent Contract Instructor has several employees then, prior to the first day of an activity, the Independent Contract Instructor must certify, in writing to the City, that said employees have been fingerprinted, at the Contractor's expense, and have passed a DOJ background check.
- **12.2. Liability and Other Insurance:** The City does not, in any way, provide Liability Insurance coverage for Independent Contract Instructors. If, at the discretion of the Community Services Department, insurance is deemed necessary, a \$2,000,000 Liability Certificate of Insurance must be filed, by the Independent Contract Instructor, with the Community Services Department one week prior to the first day of class.
  - **12.2.1.** The following terminology must appear on the description, "The City of South Pasadena, including its Officers, Elected Officials, Agents, and Employees are named Additional Insured."
  - **12.2.2.** If the Independent Contract Instructor has employees, the Independent Contract Instructor is also required to provide the City with verification of Worker's Compensation Insurance, as required by California Labor Code 3700 et seq.
  - **12.2.3.** If the Independent Contract Instructor is offering classes to minors, sexual abuse and molestation clause must be included on the Certificate of Insurance.
- **12.3. Income Tax Reporting:** All Independent Contract Instructors will be required to complete a W-9 form. Independent Contract Instructors are not considered City employees, and therefore, are not eligible for City benefits. It is the Independent Contract Instructor's responsibility to pay all income taxes, as the City of South Pasadena does not withhold State or Federal Income Tax, but does report earnings to the IRS through Form 1099.
- **12.4. Compensation:** Independent Contract Instructors establish the class fees required from each participant.
  - **12.4.1.** Recreation Division Contract Instructors receive 65% of the class fees. The remaining 35% payment is retained by the Community Services Department.
  - **12.4.2.** Senior Division Contract Instructors receive 80% of the class fees. The remaining 20% payment is retained by the Community Services Department.
  - **12.4.3.** The Community Services Director reserves the right to use discretion to adjust these amounts. These funds are needed by the City to offset costs associated with providing the following:
    - The location/facility for classes, including general maintenance and utility costs;
    - The processing of all class registrations, collection of fees and paying instructors;
    - Administering all agreements with instructors and processing insurance;
    - Providing the necessary staff to set up and monitor classes;
    - Marketing of classes.
  - **12.4.4.** Recreation Division payments will be processed after the class, for activities that will meet only once, or after the final class meeting, for classes with multiple meetings. Payments can take four to six weeks to process.

- **12.4.5.** Senior Division payment are processed at the end of each month.
- **12.4.6.** The City of South Pasadena shall also not be liable for compensation of the Independent Contract Instructor for the remainder of the Independent Contract Instructor Agreement should it be cancelled. If the City terminates the Independent Contract Instructor Agreement during a session, the Independent Contract Instructor's payment for services provided will be on a prorated basis.
- **12.5. Class Cancellation:** No less than two (2) business days prior to the first meeting of the class, the Independent Contract Instructor has the option of cancelling their class if it does not meet the minimum required number of participants.
  - **12.5.1.** The Community Services Department will notify participants of class cancellations if cancelled by the department. Otherwise, the instructor is responsible for directly contacting students/parents, by phone call, of all other cancellations.
- **12.6. City Facilities (Recreation Division):** Subject to availability, the Independent Contract Instructor has the option of utilizing a City facility.
  - **12.6.1.** Staff is responsible for assuring that in the Community Room doors are locked, furniture is returned to original location and restrooms are locked up.
  - **12.6.2.** Keys: Recreation Division does not issue keys to instructors, unless approved by the Community Services Director.
- 12.7. City Facilities (Senior Division): Senior Center staff assists with the setup of all Senior Center Classes offered. Two locations are utilized for Senior Center classes, the South Pasadena Senior Center and the Library Community Room.
  - **12.7.1.** Staff is responsible for assuring that in the Community Room doors are locked, furniture is returned to original location and restrooms are locked up.
  - 12.7.2. Keys: Senior Center does not issue keys to instructors.
- **12.8. Professional Standards:** Independent Contract Instructors and their assistants must conduct themselves in a professional manner; this includes dressing and speaking professionally, and supporting the City of South Pasadena's processes and decisions. Independent Contract Instructors are to maintain a professional relationship with participants and parents or guardians of minor participants at all times.
  - **12.8.1. Course/Activity Cancellation:** If, during a class session, the Independent Contract Instructor must cancel a class meeting, the Community Services Department must be contacted during office hours, no less than four (4) hours prior to the start of the next class meeting. The instructor is responsible for notifying registrants that the class meeting has been cancelled, and responsible for scheduling a makeup class/day.
  - **12.8.2. Releasing of Minors:** At the end of a class meeting, the Independent Contract Instructor shall not release minors to anyone other than the authorized parent, guardian, or to an individual authorized by the parent or guardian. The Independent Contract Instructor shall remain on site until all participants have left the facility. If the instructor is not able to stay with the minor they must first call the responsible adult listed on the class roster. If no parent or guardian is reached, call the Community Services Department. Otherwise, the instructor shall call the South Pasadena Police Department and have an officer take custody of the minor until an authorized parent or guardian arrives.
  - **12.8.3. Discrimination and Harassment:** The City does not tolerate any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Independent Contract Instructors and their assistants are responsible for their own actions/conduct and that of the class participants, and must never engage in discrimination or harassment because of an individual's protected classification.
  - **12.8.4. Mandated Reporting (Child):** Independent Contract Instructors and their assistants are considered Mandated Reporters under the "California Child Abuse and Neglect Reporting Law". If the Independent Contract Instructor or their assistant has knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect a report must be filed with Child Protective Services or the South Pasadena Police Department

immediately. Types of reportable situations may include, but are not limited to, any type of possible physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in an Outof-Home Care (e.g. daycare).

- **12.8.5. Mandated Reporting (Elder):** Independent Contract Instructors and their assistants are considered Mandated Reporters under the "Elder Abuse and Dependent Adult Civil Protection Act". If the Independent Contract Instructor or their assistant has knowledge, reasonably suspects, those types of elder or dependent adult abuse have been inflicted upon an elder or dependent adult, or his or her emotional well-being is endangered in any other way, a report must be filed with Adult Protective Services or the South Pasadena Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possible physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment, resulting in physical harm or mental suffering. The deprivation by a care custodian of goods or services that are necessary to avoid physical or mental harm is also considered a reportable offense.
- **12.8.6. Termination of Independent Contract Instructor Agreement:** The City of South Pasadena reserves the right not to renew an Independent Contract Instructor's Agreement for any reason. Grounds for immediate termination of the Independent Contract Instructor Agreement may include, but are not limited to verbal and/or physical abuse, actions that may cause injury to another, and/or being under the influence of drugs or alcohol while teaching.

#### 13. SPECIAL EVENT TICKET REFUND PROCESS

13.1. The Community Services Department hosts various special ticketed events for the community, including but not limited to: Breakfast with Santa and Eggstravaganza. All special event ticket sales are final. No refunds or exchanges will be granted for any fee-based Community Services Special Event.

# FACILITY RENTALS

City of South Pasadena makes its facilities available to the public for activities and programs that meet the needs and interests of the community. The City has established rental fees and services to cover costs related to maintenance, utilities, supervision, and other costs. The Community Services Director may enter into ongoing user agreements with the review and approval of the City Manager.

#### **14. CITY OWNED FACILITIES**

War Memorial Building	435 Fair Oaks Avenue
Senior Center	1102 Oxley Street
Eddie Park House	2017 Edgewood Drive
Orange Grove Mid-Level	815 Mission Street
Garfield Park Youth House	625 1/2 Stratford Avenue

- **14.1.** The current cost for the rental of the following facilities is found in the Fee Schedule. The following guide provides the necessary framework for the use of the City-owned facilities. The Eddie Park House and the Garfield Park Youth House are not available for reservations on Sundays, unless approved by the Community Services Director.
- **14.2. Identification of Users:** Any individual or group utilizing City facilities will be classified in one of the following priority groups. These classifications are necessary to establish: 1) priority of use, 2) applicability of fees, and 3) fees if applicable, based on the fee schedule.
  - **14.2.1. City Uses:** City Council, City Departments, City-sponsored Commissions or Committees, or City co-sponsored meetings/seminars/conferences.
  - **14.2.2.** Non-profits: All designated non-profits. The Community Services Department will determine eligibility as a non-profit. On-going users will be assessed a fee per the Fee Schedule. All meetings must be open to the general public at no charge. If use is required on weekends or City-observed holidays, a fee may be charged for staff hours required to open, close and monitor facility. All events which are closed to the general public or for which there is any type of charge, either for admission or by donation, will be charged according to the

current Fee Schedule. Such events would include fundraisers, award ceremonies and banquets.

- **14.2.3.** Individuals: Functions and activities which are not open to the general public and which are not profit-oriented.
- 14.2.4. Businesses: All commercial and business uses.
- **14.3. Prime-Time:** Rental fees are listed for each facility based on weekday and prime-time uses. Prime-time is defined as Friday at 3:00 p.m. through Sunday at 9:00 p.m.
- **14.4. Rental Rates Include:** Use of available tables and chairs, as arranged through the Community Services Department at time of confirmation. The user may be required to enter into a Use Agreement with the City.
- 14.5. A cleaning/security deposit is required for all and is not applied toward the rental fee. Deposits are paid at time of reservations and are refundable after the facility and/or equipment is found to be in satisfactory condition as determined by Community Services staff, and the facility is vacated by all guests, rental party, caterer, etc. at the scheduled reservation end time. Users are responsible for any and all damages to City property or for the loss of property. Repair, replacement, and cleaning costs are based on actual expenses and normal City overhead. Deposits are generally refunded within four to six weeks.

14.5.1. Overtime Fee: Failure to vacate the facility will result in loss of the full deposit.

- **14.6.** General clean-up is the user's responsibility. The failure to meet and comply with the terms and conditions of the Use Agreement may result in the loss of the full deposit. All personal/rental items are to be removed from the facility, storage is not provided. Required deposits are noted on the Fee Schedule.
- **14.7.** The user shall obtain, and keep in full force, at user's expense, for the mutual benefit of City and user, insurance as determined by the City's current requirements. Certificates are subject to review and approval by the City.
- **14.8.** Alcohol Requirements (Alcohol is only allowed at the War Memorial Building and Senior Center). While the City of South Pasadena permits alcohol to be served at rented facilities, appropriate restraint must be used by both those serving alcohol and by guests consuming alcohol to ensure the safety of property and all participants.
  - **14.8.1. Complimentary Alcohol Service:** Clients who will be serving complimentary liquor (i.e., hosted bar, wine service with meal) must provide insurance coverage as determined by the City's current requirements.
  - **14.8.2.** Selling Alcohol: Any client who will be selling Alcohol (i.e., cash bar, dinner and drinks for a fee) is required to provide insurance as determined by the City's current requirements. A copy of the Alcoholic Beverage Control (ABC) License must be provided to the City within three (3) working days of the event. Any questions as to the need for and requirements of obtaining the appropriate ABC license(s) should be directed to the ABC.
  - **14.8.3.** Alcohol may not be served or sold during set-up time or prior to the arrival of assigned staff. Service of any alcoholic beverages must end one hour before the time slated on the contract for the event to end.
  - **14.8.4.** Alcohol may not be sold or served to minors. Failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting all deposits and fees. Injuries caused to any person or damage to City property as a result of alcoholic beverages being served and/or consumed by a minor, on City premises, shall be the sole responsibility of the organization, its sponsor, or the adult representative.
  - **14.8.5.** Alcohol is only permitted in the rented facility. Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds immediately adjacent to rented facility. All exceptions must receive prior approval of the Community Services Director.
  - **14.8.6.** Additional staff is required at all events at which alcohol is served or sold. Cost of the additional staff is the responsibility of the user and is arranged through Community Services staff. Fees for additional staff are included on the Fee Schedule. If the South Pasadena Police Department is called out to an event, then the costs associated with the response may be charged to the user.

- **14.9.** Inspection and permits by the Fire Department to assure compliance with Public Assembly Regulations may be required at the user's expense. User representative must be present during such inspection. User will be billed directly by the Fire Department. Persons will not be permitted inside any facility in excess of the established capacity of that facility.
- 14.10. No ongoing fee use shall be granted for a period exceeding six months to avoid a monopoly by any person(s) or organization(s). The Community Services Director may approve or disapprove any ongoing uses as appropriate.
- **14.11.** Community Services Department shall have the right to assign or reassign meeting rooms as appropriate, based on the nature of event, estimated number of participants, etc.
- **14.12.** Reservations may be revoked at any time whenever there has been a violation of approved contract and will result in loss of deposit and fees.
- 14.13. City equipment shall not be removed from any facility.
- **14.14.** Smoking is prohibited in City facilities and in any unenclosed area within a distance of 25 feet from city-owned facilities, building and vehicles (SMPC Section 17.53-17.56).
- **14.15.** All established fees have been reviewed and approved by the City Council. Any exceptions or special requests not covered in this guide must be submitted in writing to the Community Services Director and approved by the City Manager.
- **14.16.** The rental reservation must be completed at least thirty (30) days in advance of reserved date. A reservation constitutes as an agreement between the User and the City of South Pasadena. Agreements will include, by reference, all terms and conditions. All applications must be signed by an authorized adult representative of the organization or private party.
- 14.17. No reservation is confirmed until all fees, deposits, permits/licenses, and insurance are obtained and paid in full at least thirty (30) days prior to the use date. If the contract as stated in this guide are not adhered to, any reservation may be cancelled immediately upon notice to the client. Fee(s) paid may not be refunded. Cancellation of a rental or changing of a confirmed date will result in a loss of security deposit. If facility can be rebooked with, a comparable rental (one equal or greater in size) then 75% of the client's deposit will be returned. Cancellation thirty (30) days or less prior to an event will result in the loss of any rental fees paid, in addition to the deposit.
- **14.18.** Decorations require prior approval by Community Services staff and must not damage the facility or City property. Hanging of items with tape, nails, or tacks on the walls of facilities is not permitted. No burning candles or fog/bubble/foam machines are allowed in City facilities. No tape will be allowed on wood floors.
- **14.19.** The City reserves the right to deny any application based on security concerns and/or safety concerns. Denial of applications may be made by the City of South Pasadena on the basis of the following reasons:
  - **14.19.1.** The applicant previously used the facility and due to lack of cleaning or damage to the facility did not receive a full refund of their cleaning deposit.
  - 14.19.2. Failure to pay all fees or balances on rentals
  - **14.19.3.** Unavailability of the facility.
  - 14.19.4. Higher priority user is in need of facility.
- **14.20.** Events must end by 5:00 p.m. on Saturdays at the Garfield Youth House and Eddie Park House. Events at the Senior Center and War Memorial Building must end at 12:00 midnight. Any music will terminate by 9:00 p.m. at the Senior Center and 11:00 p.m. at the War Memorial Building. Music and sound amplification will be monitored by City staff to ensure client is not disturbing the peace.
- **14.21.** Up to two (2) individual, nonprofit, or commercial reservations will be allowed at the Eddie Park House each month, outside of licensed facility use.
- **14.22.** When food is served as catered food, a licensed caterer may be required at City facilities. Exceptions to catered service must have prior approval from Community Services Director.

- **14.23.** Mobile food vending is permitted as long as vendor is in full compliance with the type of vending and the time, place and manner of vending from vehicles upon the street in order to promote public safety. (SPMC Section 19.49-1).
- 14.24. The use or distribution Expanded Polystyrene (EPS) Disposable Food Service Ware, also known by its trademark name, Styrofoam, commonly used for single-use disposable food service ware such as cups, plates, trays, bowls, and hinged or lidded containers is prohibited. Any user or group utilizing City facilities assumes responsibility for preventing the utilization and/or distribution of EPS food service ware. If it is determined that disposable EPS food services ware was used, the security deposit will be forfeited (SPMC Section 16.42).
- 14.25. The distribution of single-use plastic carryout bags is prohibited (SPMC Section 16.32).





SUBJECT:	Approval of Professional Services Agreement with Robert Half International Inc., for Temporary Staffing Services in an Amount Not-to-Exceed \$100,000
PREPARED BY:	Luis Frausto, Management Services Director Belinda Varela, Human Resources and Risk Manager
FROM:	Arminé Chaparyan, City Manager DYM for AC
DATE:	October 19, 2022

# Recommendation

It is recommended that the City Council:

- 1. Approve a Professional Services Agreement with Robert Half International Inc., for temporary staffing services, in an amount not-to-exceed \$100,000 effective for the period of June 20, 2022, through June 30, 2023;
- 2. Appropriate \$100,000 to Professional Services Permanent Account 101-2030-2034-8170-000 from General Fund Reserves; and
- 3. Authorize the City Manager to Execute a Professional Services Agreement with Robert Half, for temporary staffing services.

# Background

City Council approval is requested to enter into an agreement with Robert Half International Inc., (Robert Half) to continue temporary staffing services. In June 2022, the Management Services Department enlisted the assistance of Robert Half to provide temporary staffing services for various departments throughout the City. The need is critical to support with the backlog of work and increased workload due to the turnover in staffing and the difficulty in obtaining permanent candidates due to shortages of qualified candidates, and while the City focuses on a number of ongoing recruitment efforts. Currently, the City has two similar temporary staff assignments in Human Resources and the Finance Department.

The City has used temporary staffing services from Robert Half since 2018, for short term engagements primarily in the Finance Department and Human Resources Division. The proposed agreement is necessary because staff was recently made aware that the City's standard Professional Services Agreement was not being utilized and instead, a letter agreement was being used. While Robert Half has shared that many of their agencies utilize the letter agreement, the current invoices to be paid are above the City Manager's authority and need City Council approval. Additionally, the proposed agreement is a part of the effort in complying with the City's Purchasing Policy, and ensuring accurate tracking of invoices, payments, and processing of professional

Professional Services Agreement with Robert Half October 19, 2022 Page 2 of 2

services agreements. The approval of the agreement will allow the City to pay for services rendered now and in the future.

#### Analysis

The City is continuously working on process improvement and modernizing business practices throughout all departments. The Human Resources Division has required augmented staff to assist with a backlog of work, assist in process and procedural updates, recruitment efforts, and employer branding efforts to attract top-qualified candidates. Simultaneously, the Human Resources Division is diligently working on employee engagement efforts to boost employee morale, provide a positive experience in the workplace, and increase efficiencies to better serve our residents.

The Finance Department recently brought on board an additional temporary staff member from Robert Half to assist with bank reconciliations, expedite year-end accounting work in preparation for the audit process, and assist in implementing procedural and process updates.

As of October 2022, the City has incurred \$26,931.58 for services rendered from Robert Half for a recent engagement of two temporary positions. The work of those staff members on temporary assignment is anticipated to continue for at least several more months. As the City continues to update, modernize and facilitate more efficient services for residents, we anticipate additional temporary staff may be necessary to cover critical vacancies while recruitment efforts continue.

Staff recommends entering into an agreement for \$100,000 for a term through the end of the fiscal year, June 30, 2023, to allow for other temporary assignments to be filled. The attached proposed Professional Services Agreement has been negotiated between the Office of the City Attorney and counsel for Robert Half.

#### **Procurement Process**

For professional services agreements, the purchasing and procurement policy requires that when three bids are not obtained, a justification of the selection be provided. Robert Half has an established relationship with the City and has provided qualified staff on assignments since 2018. The labor market for qualified municipal staff workers remains very tight, while recruitment efforts continue. Staff is seeking to protect the City's staffing needs by contracting with Robert Half to provide short term staffing assignments.

#### **Fiscal Impact**

The City currently has 29 active recruitments for vacancies throughout the City; the salary savings of these vacant positions will offset the costs of temporary staffing services from Robert Half.

Attachments:

- 1. Proposed Professional Service Agreement with Robert Half
- 2. Invoices to Date

ATTACHMENT 1 Proposed Professional Service Agreement with Robert Half

# Attachment Forthcoming

# ATTACHMENT 2 Invoices to Date



Personal & Confidential

CITY OF SOUTH PASADENA

South Pasadena CA 91030

Lucy Demirjian

1414 Mission Street

Page: Invoice Date: Invoice Number: Customer Number: Fed Tax ID:

1 06/30/2022 60280330 00490-001829000 94-1648752

#### Labor Invoice - DUE UPON RECEIPT

Please Remit To:

Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
1	Greer-Brown,Diana	06/24/2022	Varela, Belinda	10.00	HRS REG	\$ 53.37	\$ 533.70
2	Greer-Brown,Diana	06/24/2022	Varela,Belinda	0.02	HRS OVT	\$ 80.06	\$ 1.60
	Subtotal for Week-Ended:	06/24/2022		10.02	HRS		\$ 535.30

Invoice Subtotal:	<u>\$</u>	535.30
TOTAL AMOUNT DUE:	\$	535.30

We provide more timely and accurate information to the business community by sharing our account	ts receivable information with National Credit Reporting Agencies.
Any questions regarding this invoice, please call or email:	For skilled administrative professionals please call:
(800) 356-1994 / inquiries.srm@roberthalf.com	(800) 804-8367

Please detach and return this remittance stub with your payment.

# Thank you for choosing Robert Half!

Robert Half	Customer	Invoice	٦	l Total
P.O. BOX 743295	Number	Number	Amount	
Los Angeles CA 90074-3295	00490-001829000	60280330	\$	535.30

0049000182900060280330000535302



1 07/14/2022 60362693 00490-001829000 94-1648752

> Amount 912.57

> > 912.57

Labor Invoice – DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	
1	Martinez,Bryan	07/08/2022	Varela,Belinda	19.00	HRS REG	\$ 48.03	\$
	Subtotal for Week-Ended:	07/08/2022		19.00	HRS		\$

Duplicate

Invoice Subtotal:	\$ <b>912</b> .57
TOTAL AMOUNT DUE:	\$ <b>912</b> .57

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A	Any questions regarding this invoice, please call or email:	For skilled administrative professionals please call:
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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60362693	\$ 912.57

0049000182900060362693000912578



1 07/21/2022 60403474 00490-001829000 94-1648752

Labor Invoice - DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	 Amount
1	Martinez,Bryan	07/15/2022	Varela,Belinda	40.00	HRS REG	\$ 48.03	\$ 1,921.20
	Subtotal for Week-Ended:	07/15/2022		40.00	HRS		\$ 1,921.20

Invoice Subtotal:	<u>\$</u>	1,921.20
TOTAL AMOUNT DUE:	\$	1,921.20

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60403474	\$ 1,921.20

0049000182900060403474001921202



1 07/28/2022 60444764 00490-001829000 94-1648752

Labor Invoice - DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
- 1	Martinez,Bryan	07/22/2022	Varela,Belinda	40.00	HRS REG	\$ 48.03	\$ 1,921.20
	Subtotal for Week-Ended:	07/22/2022		40.00	HRS		\$ 1,921.20

Invoice Subtotal:	\$ 1,921.20
TOTAL AMOUNT DUE:	\$ 1,921.20

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60444764	\$ 1,921.20

0049000182900060444764001921207



1 08/04/2022 60485559 00490-001829000 94-1648752

Labor Invoice – DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

ine	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM		Bill Rate		Amount
1	Martinez,Bryan	07/29/2022	Varela,Belinda	40.00	HRS	REG	\$ 48.03	\$	1,921.20
	Subtotal for Week-Ended;	07/29/2022		40.00	HRS			\$	1,921.20
	Invoice Sub	total:						<u>\$</u>	1,921.2
	TOTAL AMO						 	s	1,921.2

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60485559	\$ 1,921.20

0049000182900060485559001921201

# **Robert Half**<sup>®</sup>

Personal & Confidential

CITY OF SOUTH PASADENA

South Pasadena CA 91030

Lucy Demirjian

1414 Mission Street

Page: Invoice Date: Invoice Number: Customer Number: Fed Tax ID: 1 08/11/2022 60527034 00490-001829000 94-1648752

Labor Invoice - DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

			Duplicate					
Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate		Amount
1	Martinez,Bryan	08/05/2022	Varela, Belinda	40.00	HRS REG	\$ 48.03	\$	1,921.20
	Subtotal for Week-Ended:	08/05/2022		40.00	HRS		\$	1,921.20
							_	
	Invoice Sub	totai:					<u>\$</u>	1,921.20
	TOTAL AMO	UNT DUE:					\$	1,921.20

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60527034	\$ 1,921.20

#### 0049000182900060527034001921205



1 08/18/2022 60567303 00490-001829000 94-1648752

Labor Invoice – DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online:https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
1	Martinez,Bryan	08/12/2022	Varela,Belinda	40.00	HRS REG	\$ 48.03	\$ 1,921.20
	Subtotal for Week-Ended:	08/12/2022		40.00	HRS		\$ 1,921.20

Invoice Subtotal:	\$ 1,921.20
TOTAL AMOUNT DUE:	\$ 1,921.20

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60567303	\$ 1,921.20

0049000182900060567909001921205

Personal & Confidential Belinda Varela CITY OF SOUTH PASADENA 1414 Mission Street South Pasadena CA 91030

# **rh** Robert Half<sup>®</sup>

Page: Invoice Date: Invoice Number: Customer Number: Fed Tax ID: 1 08/25/2022 60607378 00490-001829000 94-1648752

Labor Invoice – DUE UPON RECEIPT

Please Remit To: Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate		Amount
1	Marlinez,Bryan	08/19/2022	Varela,Belinda	40.00	HRS REG	\$ 48.03	\$	1,921.20
	Subtotal for Week-Ended:	08/19/2022		40.00	HRS		<u>\$</u>	1,921.20

Invoice Subtotal:	\$ 1,921.20
TOTAL AMOUNT DUE:	\$ 1,921.20

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60607378	\$ 1,921,20

0049000182900060607378001921209

Personal & Confidential Belinda Varela CITY OF SOUTH PASADENA 1414 Mission Street South Pasadena CA 91030



1 09/01/2022 60648228 00490-001829000 94-1648752

#### Labor Invoice – DUE UPON RECEIPT

Please Remit To:

Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
1	Martinez, Bryan	08/26/2022	Varela,Belinda	30.00	HRS REG	\$ 48.03	\$ 1,440.90
	Subtotal for Week-Ended:	08/26/2022		30.00	HRS		\$ 1,440.90

Invoice Subtotal:	<u>\$</u>	1,440.90
TOTAL AMOUNT DUE:	\$	1,440.90

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60648228	\$ 1,440.90

0049000182900060648228001440901

Personal & Confidential Belinda Varela CITY OF SOUTH PASADENA 1414 Mission Street



1 09/08/2022 60688945 00490-001829000 94-1648752

Labor Invoice – DUE UPON RECEIPT

Please Remit To:

Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
1	Martinez,Bryan	09/02/2022	Varela,Belinda	40.00	HRS REG	\$ 48.03	\$ 1,921.20
	Subtotal for Week-Ended:	09/02/2022		40.00	HRS		\$ 1,921.20

Invoice Subtotal:	\$ 1,921.20
TOTAL AMOUNT DUE:	\$ 1,921.20

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(800) 356-1994 / inquiries.srm@roberthalf.com	(800) 804-8367				

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Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60688945	\$ 1,921.20

0049000182900060688945001921207

Personal & Confidential Belinda Varela CITY OF SOUTH PASADENA 1414 Mission Street



1 09/15/2022 60728511 00490-001829000 94-1648752

#### Labor Invoice – DUE UPON RECEIPT

Please Remit To:

Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
1	Martinez,Bryan	09/09/2022	Varela,Belinda	30.00	HRS REG	\$ 48.03	\$ 1,440.90
	Subtotal for Week-Ended:	09/09/2022		30.00	HRS		\$ 1,440.90

Invoice Subtotal:	<u>\$</u>	1,440.90
TOTAL AMOUNT DUE:	\$	1,440.90

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(800) 356-1994 / inquiries.srm@roberthalf.com	(800) 804-8367

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# Thank you for choosing Robert Half!

Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60728511	\$ 1,440.90

0049000182900060728511001440903

Personal & Confidential Belinda Varela CITY OF SOUTH PASADENA 1414 Mission Street



1 09/22/2022 60768326 00490-001829000 94-1648752

Labor Invoice – DUE UPON RECEIPT

Please Remit To:

Robert Half P.O. BOX 743295 Los Angeles CA 90074-3295

Pay Online: https://www.roberthalf.com/pay

# Duplicate

Line	Employee Name	Wk End Dt	"Report-To" Supervisor	Qty	UOM	Bill Rate	Amount
1	Martinez,Bryan	09/16/2022	Varela,Belinda	40.00	HRS REG	\$ 48.03	\$ 1,921.20
	Subtotal for Week-Ended:	09/16/2022		40.00	HRS		\$ 1,921.20

Invoice Subtotal:	<u>\$</u>	1,921.20
TOTAL AMOUNT DUE:	\$	1,921.20

We provide more timely and accurate information to the business community by sharing our accounts receivable information	n with National Credit Reporting Agencies.
Any questions regarding this invoice, please call or email:	For skilled administrative professionals please call:
(800) 356-1994 / inquiries.srm@roberthalf.com	(800) 804-8367

Please detach and return this remittance stub with your payment.

# Thank you for choosing Robert Half!

Robert Half	Customer	Invoice	Total
P.O. BOX 743295	Number	Number	Amount
Los Angeles CA 90074-3295	00490-001829000	60768326	\$ 1,921.20

0049000182900060768326001921203

Personal & Confidential Belinda Varela CITY OF SOUTH PASADENA 1414 Mission Street



City Council Agenda Report

ITEM NO. 19

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager DUM for AC
PREPARED BY:	Ken Louie, Interim Deputy City Manager - Finance
SUBJECT:	Authorize the City Manager to Execute a Professional Services Agreement with MV Cheng and Associates, Inc., for Temporary Staffing Services in an Amount Not-to-Exceed \$120,000

#### Recommendation

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement with MV Cheng and Associates, Inc., for temporary staffing services in an amount not-to-exceed \$120,000.

#### Background

The City Manager's Office has been working with Peckham & McKinney over the last couple of months on a recruitment and permanent placement of the Finance Director position. Eight candidates applied, and after a screening process, two candidates were invited to meet with the City Manager, Deputy City Manager, and Deputy City Manager for Finance. Though a candidate was offered the position and accepted, the candidate's agency offered a counter-offer of a promotion to Director, and the candidate accepted the promotional opportunity at their current agency. The City Manager's team continues strategizing efforts, as many agencies are recruiting for the same positions. It remains the goal to find a permanent candidate to fill the Finance Director position. In the meantime, we are working on placing an Interim Finance Director to begin on October 24, 2022, and their onboarding will be followed by the onboarding of the Deputy Finance Director/Controller (a separate position recently hired) in early November.

The City's Manager's Office looked to find a temporary placement of an Interim Finance Director by contacting professional staffing agencies. Staff has been in contact with MV Cheng and Associates with regard to temporary placement of management staffing in the Finance Department.

#### Analysis

At this time, Maida Alcantara, via MV Cheng and Associates, Inc., is being recommended to fill the position of Interim Finance Director. Ms. Alcantara has previously served as an Assistant Finance Director/Controller in the City of South Pasadena, and as Administrative Services Officer/Finance Director for the City of Signal Hill. Ms. Alcantara currently serves in a Finance role for the City of Monterey Park, and plans to vacate the position upon accepting this opportunity with the City of South Pasadena. Ms. Alcantara

MV Cheng & Associates Contract for Interim Finance Director October 19, 2022 Page 2 of 2

has already been providing part-time assistance to the department, and will bring with her previous high-level experience, depth of experience, and professionalism and leadership in the Interim Director role, as the City strategizes on a permanent Director recruitment/placement effort.

Upon approval, Ms. Alcantara will start a part-time transition to the City of South Pasadena as of October 24, 2022, and transition to the Interim Finance Director role in December 2022, with limited hours.

# **Procurement Process**

For professional services agreements, the purchasing and procurement policy requires that when three bids are not obtained, a justification of the selection be provided. After being unable to obtain a suitable candidate through a national recruitment, staff sought an Interim Director through various firms and networks, many of which were unable to yield suitable candidates with capacity or interest in the role. Staff believes Ms. Alcantara will be a welcome addition to the team, and will provide a smooth transition given her previous history working with the agency, as the City Manager strategizes on a permanent Director recruitment/placement effort.

# **Fiscal Impact**

The contract will be funded from accumulated salary savings from the vacant positions in the department.

Attachments:

- 1) Proposal
- 2) Contract with MV Cheng & Associates
- 3) Resume M. Alcantara

# **ATTACHMENT 1** MV Cheng Proposal



October 12, 2022

City of South Pasadena 1414 Mission St. South Pasadena, CA 91030

Dear Ms. Chaparyan:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for an interim Finance Director consultant for the City of South Pasadena.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 25 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Interim Deputy Director of Administrative Services for the City of South Gate. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. MV Cheng has expanded into assisting cities with human resources, risk management and IT as well. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the position requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

• \$120 per hour-Maida-21 years of municipal experience consisting of positions such as Administrative Services Officer & Finance Director, Assistant Finance Director & Controller, Accounting Supervisor, Accountant II, Senior Accountant, Consultant.

Available 2-3 days per week starting October 24<sup>th</sup>. Monday and Wednesday all day and Tuesday afternoons.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. Some of the sub-contractors are retired, some are in between full time positions. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV** Cheng & Associates Inc. are **M**unicipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Mylny

Misty V. Cheng President & CEO

# ATTACHMENT 2 MV Cheng Contract

#### PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

#### City of South Pasadena, California

## 1. IDENTIFICATION

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

MV Cheng & Associates Inc.("Consultant") 102 W 24<sup>th</sup> Street Upland, CA 91784

# 2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Interim Finance Director.
- 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 fill in the role as an interim finance director.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Misty Cheng, President and CEO. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

Professional Services Agreement – Consultant Services Page 1 of 13

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is (One-Hundred Fifteen Thousand and Two Hundred Dollars (\$115,200.00).
- 3.5. "Commencement Date": October 24, 2022
- 3.6. "Termination Date": June 30, 2023

# 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 following duties for the Finance Department: Assistance with monthly rank reconciliation and other general ledger duties as assigned.
- 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

Professional Services Agreement - Consultant Services

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. MV Cheng & Associates Inc. 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 shall be subject to the examination and audit of the State Auditor, at the request of City or

Professional Services Agreement – Consultant Services Page 3 of 13 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 be in the amount of \$120 per hour not exceed the total Maximum Amount of \$115,200.00 for this specific endeavor. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

Professional Services Agreement – Consultant Services Page 4 of 13

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

# 8. PREVAILING WAGES

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

# 9. OWNERSHIP OF WRITTEN PRODUCTS

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

# **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

Professional Services Agreement – Consultant Services Page 5 of 13 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.

#### 10.5. Hiring of Consultant's associates and/or subcontractors

City agrees that each of Consultant's associates and/or sub-contractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or sub-contractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or sub-contractor has billed 960 hours to the City. City agrees to hire one of Consultant's associates and/or sub-contractors as a part time, non-benefited employee on the City's payroll only after the associate and/or sub-contractor has billed 960 hours to the City and the City pays a fee of 5% % of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant. If City employs Consultant's associates and/or sub-contractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant.

# **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.

Professional Services Agreement – Consultant Services Page 6 of 13

- 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, and 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 **Attorney's 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**

City will not be requiring insurance as Consultant will primarily be working from personal site/offsite and assisting with electronic schedules over a short duration.

### **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

If to Consultant

Arminé Chaparyan/City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7212 Facsimile: (626) 403-7241 MV Cheng & Associates 102 W 24<sup>th</sup> Street Upland, CA 91784

### **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,

Professional Services Agreement – Consultant Services Page 8 of 13

### 19 - 14

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

Professional Services Agreement – Consultant Services Page 9 of 13 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,

Professional Services Agreement – Consultant Services Page 10 of 13 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" MV Cheng & Associates Inc.

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

Professional Services Agreement – Consultant Services Page 11 of 13

By:\_\_\_\_\_ Desiree Jimenez, Chief City Clerk

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

### EXHIBIT "A"

### APPROVED FEE SCHEDULE

Consultant shall be compensated at a rate of \$120 per hour with a total contract not to exceed \$115,200.00 (One-Hundred Fifteen Thousand and Two Hundred Dollars even).

# **ATTACHMENT 3**

Resumé – M. Alcantara

### Maida O. Alcantara

Page 1 of 2

### Professional Experience

### July 2019 - to current - MV Cheng and Associates

### City of Monterey Park (May, 2022 to present) Interim Senior Accountant (15 hours per week)

- Coordinate special projects for Management Services Director as requested.
- Assist in yearend closing, prepare yearend journal entries, account reconciliations, and prepare various GASB entries.
- Train and provide assistance to accountants in various accounting processes.
- Provide assistance for current annual audits (City and MTA)

### City of Rolling Hills (August, 2021 to January 2022 Part time Finance Director (10 hours per week).

- Fully responsible for 2 part time staff in the Finance Department..
- Hands on audit responsibility, bank reconciliation, General Ledger maintenance, supervision for accounts payable, payroll, cash receipts, and other various transactions for accuracy.
- Financial reporting, investment and banking reports for City Council and City Manager.
- Preparation of City budget, government reports, grant reporting and other reports as needed.
- Coordinate employee benefits, employee set ups and other human resources requirements of city employees.

### City of Adelanto (July, 2019 to June, 2021)

Hands-on assistance and expertise with the completion of audits and bank reconciliations.

- Independently and extensively research audit open items to prepare adjusting journal entries and back up materials for accurate response towards audit facilitation.
- Review previous months' bank reconciliations, cash receipts, payroll transactions and other various transactions for accuracy.
- Accomplish a "current status" policy on process procedures that will facilitate and assist future or current staff members. Provide training for staff for a smooth transition and turn- over to regular employees. Prepared various instructional policy procedures for Policy handbook.

### City of Sierra Madre (November, 2019 to March, 2020)

Provided assistance for completion of CAFR. Prepared adjusting journal entries and coordinated with auditors on outstanding issues, MD& A and review notes. Completed and prepared responses for GFOA Award. Reconciled CAFR to the General Ledger.

### 19 - 21

- Coordinated and prepared information and responses for the State Controller's Report. Reviewed SCO report for final submission. Prepared Special Districts Annual Report and Single Audit.
- Completed Annual Possessory report.
- Ongoing review and approval of journal entries, budget amendments and bank reconciliations.
- Prepare various reports including analysis of internal services funds, additional discretionary payments to PERS unfunded accrued liability and provide recommendations for budgeting purposes.
- Completed personnel budget worksheets in preparation of the FY 20-21 budget.
- Assisted in the preparation of the midyear budget report including the preparation of various budgeting scenarios for the City Manager.
- Current assignments include various analytical assistance for the FY 20-21 budget.

# November 2016 to June 2018 – Interim CFO - Finance Director, Don Bosco Technical Institute, 1151 Rosemead Blvd., Rosemead, California 91770

- Successfully upgraded Blackbaud Financial software including cloud migration.
- Accomplished "clean" and timely external audits, annual budgets, and financial statements. Resolved bank reconciliation issues.
- Coordinated and addressed transparency issues on financials for various clubs and parent organizations.
- Updated and provided streamlined policies, detailed accounting and procedural manuals.
- Spearheaded transfer of endowment portfolio to maximize returns and safety.

# October 2014 to May 2015 – Interim Accountant II, City of Chino Hills, 14000 City Center Drive, Chino Hills, California 91709

- Provided interim assistance during recruitment process. Maintained excellent accounting practices including timely bank reconciliations, water receivables reconciliation, daily cash flow analysis, and trust and developer deposits.
- Coordinated City Manager, Finance Department, and Public Works Department budget preparation.
- Responsible for five-year projection of investment earnings.

### December 2007 to December 2012 – Administrative Services Officer and Finance Director, City of Signal Hill, 2175 Cherry Avenue, Signal Hill, California 90755 (retired)

- Full management "hands-on" responsibility of all Finance Department programs and activities, including budget preparation and monitoring, accounting, financial planning, treasury, payroll, purchasing, information services, risk management and audits.
- Provided regular financial updates and discussed Finance Department activities to the City Manager, Department heads and council members. Provided financial input on proposed agreements and contracts both to the City Manager and City Attorney.
- Prepared monthly status reports on revenues and expenses and year to date budget.

- Preserved the City's financial stability during the recession, provided balanced budgets, and minimized impact of financial crisis on employee groups during difficult times.
- Prepared necessary actions during the Redevelopment reorganization, which involved various audits, reports and analysis including visits to Sacramento.

### July, 2002 to December, 2007 – Assistant Finance Director and Controller, City of South Pasadena, 1414 Mission Street, South Pasadena, California 91030

- Responsible for all accounting functions, audits, financial reporting and grants management.
- Accomplished detailed monthly status grants management reporting and information necessary to meet optimum grants management.

## August 2000 to July 2002 – Accounting Supervisor, Expenditures, City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741

• Responsible for accounts payable, expenditure audits, payroll and all expenditure functions of the City.

# March 1993 to July 2000 – Controller and Assistant Executive Director, Boys & Girls Clubs of Pasadena

- Responsible for all accounting functions.
- Assisted in various fundraising activities including Annual Gala, Ritz Carlton Auction event, Run for the Roses event, and Annual Pizza Cook off at the Pasadena Convention Center.

### Professional Affiliations

CSMFO – California Society of Municipal Finance Officers
 GFOA– Government Finance Officers Association
 Cal-ISBOA – California Independent Schools Business Officers Association
 School Board, South Pasadena Holy Family School – Finance Chair

### **Education**

Bachelor of Science in Business Administration, Economics University of Santo Tomas Manila, Philippines

#### References upon request



City Council Agenda Report

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	H. Ted Gerber, Director of Public Works
SUBJECT:	Approval of the Metropolitan Water District Stormwater for Direct Use Pilot Program and Project Installation at Hope Street and Mound Avenue

### Recommendation

It is recommended that the City Council:

- Authorize the City Manager to enter into an Agreement with Metropolitan Water District (MWD) and Upper San Gabriel Valley Municipal Water District to participate in the MWD Stormwater for Direct Use Pilot Program, including cost sharing the installation of stormwater capture and reuse equipment in and around the City Hall parking lots, to support related sustainability electrification improvements;
- Authorize appropriation of \$500,000 for the City's 50% portion of project costs, including \$350,000 from the Water Efficiency Fund Account No. 503, and \$150,000 from the General Fund Designated Stormwater Reserve Account No. 101; and
- 3. Authorize the City Manager or designee to execute all necessary documents related to this program.

### Background

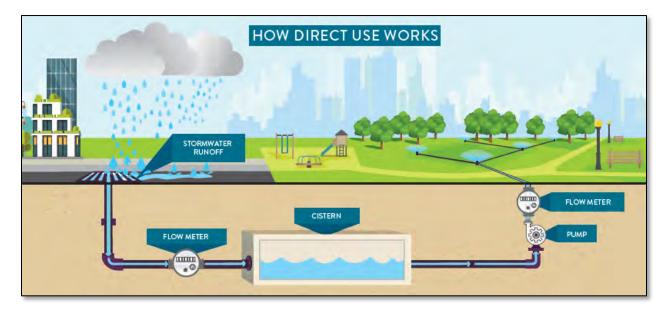
This item is related to an opportunity to install stormwater capture cisterns and water efficiency equipment in and around City Hall parking lots, as well as drainage improvements in the surrounding area to redirect stormwater runoff to the cisterns through the 1:1 cost sharing MWD Stormwater for Direct Use Pilot Program. The item was presented in coordination with City Hall electric vehicle infrastructure and solar panel/battery backup improvement recommendations at the July 20, 2022 City Council Meeting. Councilmembers expressed concerns over several elements of the project and advised the project be reconsidered by staff and brought back to Council with modifications. The revised project is presented in this report. The proposed agreement is presented in Attachment 1.

### Analysis

Metropolitan Water District's (MWD) Stormwater for Direct Use Pilot Program (Attachment 2) provides financial incentives to commercial, institutional and industrial sites to develop, monitor, and assess new or existing direct-use stormwater projects

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program October 19, 2022 Page 2 of 7

across MWD's service area. Southern California's water resources increasingly rely on a diverse water supply portfolio, therefore, since early 2020, MWD of Southern California has evaluated local stormwater capture projects to better understand their performance and regional water supply benefits. Direct-use projects capture local rainfall and stormwater runoff, and the captured water is typically stored in an underground cistern and used to meet non-potable demands, such as irrigation.



As shown in the above image, 'How Direct Use Works', the MWD program requires the inclusion of a meter to measure the capture and use of stormwater to offset potable or reclaimed water use. The project must also have an estimated minimum design capture and use of one acre-foot (325,851 gallons) per year. MWD's program supports new and retrofit construction projects. For a new construction project, such as the one proposed here, the City would have two years from agreement execution to complete construction and installation of metering equipment, start operation, and begin monitoring. From start-up, the City would be required to continue monitoring and annual reporting for three years. New projects can receive up to \$440,000 of eligible design, material, and construction costs, and \$20,000 per annual report for three years (\$60,000), for a total of \$500,000, with a required 1:1 match of \$500,000 from the City.

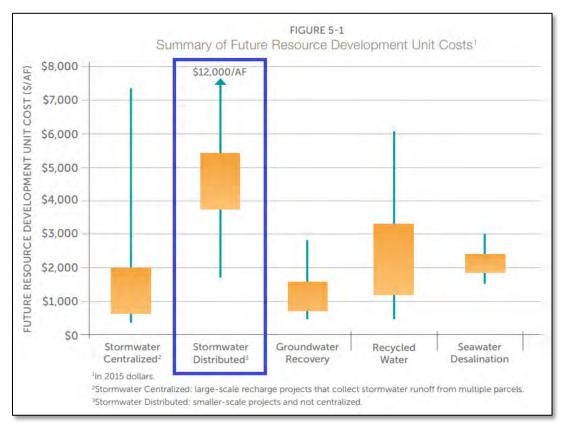
The City's initial proposal presented on July 20, 2022 included the installation of new underground cisterns inside the existing City Hall staff parking lot, and drainage improvements to redirect stormwater runoff from the parking lots and roadways surrounding City Hall to the underground cistern system. The project also included improvements and minor alterations to the area existing landscaping, including a passive gravity irrigation system to utilize the stored stormwater for landscape irrigation via solar powered pumps. The project was proposed to cost approximately \$1,000,000 and capture 1.23 acre-feet of water per year, 25% of which would be used for irrigation to existing and new landscaping around City Hall.

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program October 19, 2022 Page 3 of 7

Council comments from the July 20, 2022 proposal demonstrated concern over the cost benefits of the project, that is, the cost of the project versus the realized water supply benefits. In addition, there were concerns related to the project's proposal to increase landscaping around City Hall, therefore increasing irrigation requirements, and whether the project fit into the City's plans for stormwater infrastructure across the City. Lastly, the initial proposal's predicted water supply was based on a 30-year model, and Council advised that a shorter term 10-year model may be more appropriate, as modern precipitation conditions are dryer due to climate change and drought.

Considering a 10-year historic rainfall record, versus the previously used 30-year model, significantly reduces the expected precipitation per year. However, expanding the stormwater collection area increases the total stormwater runoff collected. The revised plan now proposed by staff expands the stormwater collection area from 1.23 acres to 10.18 acres, providing an anticipated runoff volume of 7.48 acre-feet per year.

During the July 20, 2022 meeting, Council discussed statistics on the studied costs for the development of stormwater projects from MWD's Integrated Water Resources Plan (IWRP), citing that smaller scale projects, such as the one proposed, are expected to cost \$1,750 to \$12,000 per acre-foot in 2015 dollars. Staff have provided the source of this information in the image below<sup>1</sup>:



<sup>&</sup>lt;sup>1</sup> MWD IWRP 2015 Update, Report No. 1518, Page 5.2 Figure 5-1 <u>https://www.mwdh2o.com/media/20011/2015-irp-update-report-web.pdf</u>, Appendix 12 – Cost Data <u>https://www.mwdh2o.com/media/18034/2015-irp-update-tech-app-web.pdf</u>

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program October 19, 2022 Page 4 of 7

MWD's methodology to develop these costs included amortizing the capital cost of a project over 30 years at a 5% rate, adding annual maintenance expenses, and dividing by the volume of water captured and utilized in acre-feet. Updating MWD's 2015 figures to 2022 dollars, utilizing Los Angeles Consumer Price Index (CPI), provides an expected cost range of \$2,300 to \$15,700 per acre-foot.

### Cost Benefits of the Revised Project

The revised project configuration (Attachment 3) moves the underground cisterns from the City Hall staff lot to the public parking lot across the street at Hope Street and Mound Avenue. This location was recently designated by the Council as the proposed site for a solar panel array through the Clean Power Alliance (CPA) Power Ready program, which is expected to be in place for at least 20 years. This relocation reduces the potential conflict of future City Hall modifications that could affect the lifespan of the stormwater capture project. The cisterns are planned to be located underground in the driving isle area of the parking lot, whereas the solar panel footings would be located alongside the vehicle parking spaces. In addition, the cisterns are planned to be installed prior to the start of the solar panel construction, therefore the two projects are not expected to conflict in their time of installation or spatial proximity. Staff will work with the Clean Power Alliance and the subsequent solar system developer to accommodate the cistern system construction, operation, and maintenance into the solar system agreement and lease documents. Moving the project to the Mound/Hope parking lot also affords the opportunity to eventually expand from the currently proposed two (2) cisterns with a combined storage of 60,000 gallons, to up to eight cisterns (8) with a combined storage of 240,000 gallons in the future.

With the proposed two-cistern configuration, 3.37 acre-feet (1,098,118 gallons) of water can be captured from the 7.48 acre-feet of anticipated runoff per year. Using MWD's same amortization methodology, this provides an \$11,141 per acre-foot cost for the City's \$500,000 investment, which is well within the expected cost range in 2022 dollars. The stored water will be used to irrigate the existing parkway planter landscaping around City Hall through solar powered pumps. The existing landscaping surrounding City Hall has a current estimated irrigation demand of 0.3 acre-feet. Therefore, the future predicted stormwater capture volume of 3.37 acre-feet offers the possibility of up to 3.07 acre-feet (one million gallons) of water per year to be captured and stored in the cisterns. This water would be available for other non-potable applications, such as the irrigation of City trees in various locations through the use of a water tanker truck. The cost of an electric powered water tanker truck is included in the project equipment cost and a component of the City's \$500,000 investment.

As a further enhancement and cost savings, staff are proposing to utilize the underground cistern facility to store water from the City potable water system that is typically discharged to the storm drain system from routine hydrant flushing. Staff estimate that approximately 1 acre-foot per year of City water is released when staff open fire hydrants to remove silt, rust, debris, and stagnant water from City water pipes. Instead of being released to the street, and discharged into storm drain catch basins, water would be captured utilizing a water tanker truck, and then stored in the cisterns. An additional acre-foot of water (4.37)

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program October 19, 2022 Page 5 of 7

ac-ft total), provides a reduced \$8,592 per acre-foot cost for the City's \$500,000 investment – in addition to the cost saving from an otherwise lost acre-foot of produced and treated groundwater. A future expansion of the cistern system to 240,000 gallons would increase the annual stormwater capture to 6.61 acre-feet, and realize an even greater cost benefit of \$4,934 per acre-foot (considering 7.61 acre-feet total with additional hydrant flushing water). If the initial project is approved, the City will seek \$1.3 million in funding for the additional cistern expansion from local, state, and federal grant opportunities, including the California Department of Water Resources Urban Community Drought Relief Program.

### Stormwater Compliance Benefits

Though there are significant cost effective water supply benefits to the project, the primary driver for the City to implement this installation is to achieve stormwater compliance. The federal Clean Water Act prohibits the discharge of pollutants into a "water of the United States" unless under a National Pollutant Discharge Elimination System (NPDES) permit. Created in 1972 by the Clean Water Act, the NPDES permit program is authorized to State governments by the U.S. Environmental Protection Agency (EPA) to perform permitting, administrative, and enforcement aspects of the program. NPDES permits contain discharge limits, monitoring and reporting requirements, and other provisions to protect human health and the environment. The permit translates general requirements of the Clean Water Act into specific provisions tailored to the operations of each permittee discharging pollutants.

Section 303(d) of the Clean Water Act requires States to prepare a list of water bodies that do not meet water quality standards, and establish pollutant load allocations for each of these water bodies, that is, a total maximum daily load (TMDL) that will likely achieve attainment of water quality standards. A TMDL represents an amount of pollutant that can be released into a specific water body without causing a decline in water quality and beneficial uses.

Stormwater and urban runoff is conveyed through Municipal Separate Storm Sewer Systems (MS4s) and ultimately discharged into receiving waters of the Los Angeles Region. The Los Angeles Regional Water Quality Control Board (LARWQCB), under the jurisdiction of the State Water Resources Control Board (SWRCB), issues permits under the NPDES Program. The NPDES program requires municipalities and counties of medium and larger population sizes to obtain MS4 Permits for discharges of stormwater runoff. The City is a co-permittee for an NPDES Permit issued by the LARWQCB, along with Los Angeles County, the LA County Flood Control District, and the many incorporated cities within Los Angeles County.

The MS4 Permit contains effluent limitations, receiving water limitations, minimum control measures requirements, and TMDL provisions. California State law requires Regional Boards to include an implementation plan for TMDLs and these plans generally include compliance schedules. The MS4 Permit outlines the process for developing watershed management programs (WMP), or enhanced watershed management programs (EWMP), as part of the implementation plan for applicable TMDLs.

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program October 19, 2022 Page 6 of 7

The majority of South Pasadena's land area is within the Upper Los Angeles River (ULAR) watershed. The ULAR EWMP requires the City to implement stormwater capture projects within this drainage area. Specifically, the EWMP's predicted stormwater capture capacity for the subwatershed that the project is within requires 13.3 acre-feet of stormwater capture capacity by 2028 (see EWMP Appendix 7A, Table 7A-40, included as Attachment 4). This project, categorized as a green street best management practices (BMP) project, will support the stated goals of the EWMP, and Hope Street and Mound Avenue are included in the EWMP as screened green street opportunities. The EWMP Implementation Strategy has set forth a goal of addressing Water Quality Priorities with 30% of the total control measure capacity made up of green streets, by the year 2028, and this project will contribute toward this goal. Within this subwatershed, the EWMP lists the implementation of both "green streets" and regional stormwater infiltration or capture/use projects as an optimal approach to reducing pollutant loading and meet water quality milestones.

If the Council decides to move forward with this opportunity, the MWD agreement (Attachment 1) includes certain procurement, insurance, indemnification, and intellectual property use requirements.

### **Fiscal Impact**

The MWD Stormwater for Direct Use Pilot Program provides \$440,000 in project construction costs and \$60,000 for reporting costs, at a total of \$500,000, which must be matched by the City. Stormwater and water efficiency project funding is available in the General Fund 101 Designated Stormwater Reserve, which has a current balance of \$600,000, and the Water Efficiency Fund 503, which has a current balance of \$985,737, and will net another \$54,605 this year after expenditures. During the budget adoption process, Council discussion indicated interest in accessing these funds for this project. Staff is proposing that the Council authorize appropriation of \$500,000 for the City's 50% portion of project costs, including \$350,000 from the Water Efficiency Fund Account No. 503, and \$150,000 from the General Fund Designated Stormwater Reserve Account No. 101.

### **Environmental Analysis**

Installation of stormwater capture/irrigation equipment for an existing drainage system at an existing facility is a negligible expansion, and is therefore exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

### Public Notification of Agenda Item

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

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program October 19, 2022 Page 7 of 7

### Attachments

- 1. Stormwater for Direct Use Pilot Program Draft Agreement between Metropolitan Water District of Southern California, Upper San Gabriel Valley Municipal Water District, and City of South Pasadena for the City Hall Stormwater Direct Use Project
- 2. MWD Stormwater for Direct Use Pilot Program Informational Flyer
- 3. Revised South Pasadena City Hall Stormwater Direct Use Project Conceptual Plan
- Excerpts from Upper Los Angeles Watershed (ULAR) Enhanced Watershed Management Program (EWMP) Table 6.E-18. Screened Green Street Opportunities and Appendix 7A, Table 7A-40 Compliance Targets and EWMP Implementation Plan.

# **ATTACHMENT 1**

Stormwater for Direct Use Pilot Program Draft Agreement between Metropolitan Water District of Southern California, Upper San Gabriel Valley Municipal Water District, and City of South Pasadena for the City Hall Stormwater Direct Use Project



### AGREEMENT

### BETWEEN

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, AND CITY OF SOUTH PASADENA

STORMWATER FOR DIRECT USE PILOT PROGRAM – SOUTH PASADENA CITY HALL

### STORMWATER DIRECT USE PROJECT

### AGREEMENT NUMBER

<mark>xxxxx</mark>

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### THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

#### AGREEMENT NO. XXXXXX

### STORMWATER FOR DIRECT USE PILOT PROGRAM SOUTH PASADENA CITY HALL STORMWATER DIRECT USE PROJECT

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, Upper San Gabriel Valley Municipal Water District, hereinafter referred to as USGVMD, and City of South Pasadena, hereinafter referred to as South Pasadena. USGVMWD and South Pasadena may be collective referred to as "Agencies."

#### Explanatory Recitals

- Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
- 2. This Agreement is entered into with Agencies in response to the launch of the Stormwater for Direct Use Pilot Program (Pilot Program) on January 21, 2020. As approved in Board Letter 8-5 dated September 10, 2019, the Pilot Program encourages development and monitoring of new and existing direct-use stormwater projects by providing financial incentives for construction or retrofit of projects and supplemental monitoring and reporting costs. The primary purpose of the Pilot Program is to collect data from several region-wide stormwater projects. The data collected will provide a better understanding of actual stormwater runoff capture volumes, costs, and project performance. The Pilot Program will help evaluate the potential water supply benefits delivered by stormwater capture projects and provide a basis for potential future funding approaches.
- USGVMWD, on behalf of South Pasadena submitted an online application for the South Pasadena City Hall Stormwater Direct Use Project (Project) on December 31, 2021. As approved in Board Letter X-X, dated [Date], the Board authorized Metropolitan to enter
   USGVMWD and South Pasadena
   Agreement No. xxxxxx

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into an agreement with a maximum of \$500,000 for the construction, monitoring, and reporting related to the Project. The effective date of this Agreement is [Date].

- 4. Under this Program, South Pasadena shall perform the work on the Project and own the Project and USGVMWD shall be responsible to Metropolitan for monitoring that work and reporting the costs and other deliverables under the Agreement to Metropolitan.
- 5. Metropolitan desires to enter into this agreement with Agencies, and Agencies desire to perform the work according to the terms set forth hereinafter.

### Terms of Agreement

### 1. <u>Scope of Work</u>

South Pasadena shall perform the work described in detail in the Scope of Work attached hereto as Exhibit A.

- a. Any adjustments to descriptions, budget amounts, and schedules in Exhibit A, require written notice to, and approval by Metropolitan; South Pasadena must certify that any such adjustments do not materially change the basic scope of work, the scheduled deliverables, and/or the Maximum Cost to Metropolitan as identified in this Agreement.
- b. South Pasadena shall be responsible for verifying completion of a consultant's or sub-consultants work in accordance with Exhibit A.

### 2. <u>Time and Term</u>

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from the effective date of the Agreement through December 31, 2027, subject to earlier termination pursuant to Section 22 Termination below.

- 3. <u>Agreement Administrators</u>
  - In performing the work under this Agreement, USGVMWD shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates Jessica Arm as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to USGVMWD.

- b. For purposes of this Agreement, USGVMWD designates Thomas A. Love, General
   Manager as the Agreement Administrator for USGVMWD. USGVMWD reserves
   the right to change this designation upon written notice to Metropolitan.
- c. For purposes of this Agreement, South Pasadena designates Ted Gerber, Director of Public Works, as the Agreement Administrator for South Pasadena. South Pasadena reserves the right to change this designation upon written notice to Metropolitan.

### 4. Independent Contractor

South Pasadena agrees to complete the Scope of Work detailed in Exhibit A under this Agreement in the capacity of an independent contractor and neither South Pasadena and its participating entities, consultants, and sub-consultants nor any of their employees shall be considered to be an employee or agent of Metropolitan. Participating entities are other public and private entities, separate from South Pasadena, which South Pasadena has indicated are participating in the work to provide deliverables as identified in Exhibit A.

#### 5. <u>Consultants and Sub-consultants</u>

- a. Agencies shall be responsible to Metropolitan for all work to be performed under this Agreement. All consultants and sub-consultants and their billing rates shall be approved by the USGVMWD and shall be reflected in consultant and sub-consultant invoices submitted by USGVMWD to Metropolitan. Agencies shall be liable and accountable for any and all payments or other compensation to all consultants and sub-consultants performing services under any agreement with Agencies that is necessary and applicable to the performance and completion of this Agreement. Metropolitan shall not be liable for any payment or other compensation for any consultants or sub-consultants.
- South Pasadena's contracts with consultants and sub-consultants shall require consultants and sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of

Third Parties, Audit, Indemnity and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

- As applicable, South Pasadena's use of consultants and sub-consultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.
- 6. <u>Metropolitan's Maximum Amount Payable and Reimbursement Procedure</u>
  - Metropolitan's maximum monetary contribution for the Project shall not exceed \$500,000. Agencies shall be responsible for all costs in excess of Metropolitan's payment as specified in this Agreement.
  - b. USGVMWD must include documentation in invoices that responsible parties have been paid for the costs submitted during the invoice period. The invoices should include a cover letter with a brief summary of the work completed under the costs invoiced and a discussion of any milestones reached or problems encountered during the period invoiced.
  - c. Metropolitan will reimburse costs incurred, for the following components:
    - i. Construction: Maximum Metropolitan payment of \$440,000 (1:1 match of eligible costs) for the construction portion of the Project.
       A 20 percent retention of funds will be held from each
       Metropolitan water invoice credit until Project construction is completed.
    - Monitoring/Reporting: Maximum Metropolitan payment of \$60,000 (\$20,000 per report) for a total of three reports, to cover the additional time and effort required to produce the data needed for this Pilot Program.
    - iii. In-kind services are not eligible for reimbursement and shall not be included in USGVMWD invoices to Metropolitan. In-kind services include, but are not limited to, work performed by staff of South Pasadena or staff of South Pasadena's participating entities, and related expenses (e.g., travel, overhead, etc.).

d. Eligible costs include work starting no earlier than the effective date of the Agreement, which is in compliance with the requirements of this Agreement and as set forth in Exhibit A. Metropolitan will not accept costs for work performed before the effective date of the Agreement.

### 7. Billings and Payments

- All invoices related to the Project must be submitted by USGVMWD to Metropolitan during the term of this Agreement to be considered for payment under the provisions of this Agreement. Invoices received after the end date of this Agreement will not be paid unless Metropolitan, in its sole discretion, grants Agencies, in writing, an extension of time to complete the work and submit its invoices. A sample invoice is provided in Exhibit C.
- b. USGVMWD shall submit quarterly invoices for eligible costs to Metropolitan's Accounts Payable Section, whose email address is <u>AccountsPayableBusiness@mwdh2o.com</u>, and provide a copy to the Agreement Administrator at <u>JArm@mwdhwo.com</u>. Any change of address must be submitted in writing to Metropolitan's Professional Services Contracting Team at <u>AgreementAddressChange@mwdh2o.com</u>. Without proper notification of an address change, USGVMWD's invoice payment may be delayed.
- c. The individual listed in this Agreement as USGVMWD's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:
  - Consultant's name and mailing address, South Pasadena's name and mailing address, Metropolitan's project name and agreement number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.
  - ii. Those invoices with consultant labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate,

number of hours worked, description of work performed, total amount due for labor charges.

- Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to South Pasadena 30 days after the date of the invoice.
   USGVMWD's invoices submitted more than 90 days after completion of work, may be delayed or not paid.
- e. Metropolitan and USGVMWD have entered into agreements for other projects in addition to this Agreement. Each agreement contains specific terms and conditions, payment processes, and project performance criteria. Unless approved in writing by Metropolitan, these agreements are independent from each other, and one agreement shall not be used to fulfill the performance requirements under other agreements. These provisions shall also apply to all future incentive agreements between Metropolitan and Agency.

### 8. <u>Reporting Requirements</u>

- a. USGVMWD shall submit quarterly progress reports to Metropolitan,
   accompanying each invoice, on the fifteenth day of the following month after
   the proceeding quarter, and in accordance with the reporting schedule in Exhibit
   B, Reporting Schedule. USGVMWD shall, at a minimum, include the items listed
   in Exhibit C, Quarterly Progress Report, and USGVMWD shall document all
   activities and expenditures to date in the progress reports. The submittal of
   these reports is a requirement for ongoing disbursement of funds.
- b. Upon completion of the Project, USGVMWD shall prepare and submit three Annual Monitoring Reports and a Final Report to Metropolitan, which shall include, at a minimum, the items listed in Exhibit D, Annual Monitoring Report & Database Collection, and Exhibit E, Final Report, respectively. All reportsshall be submitted in digital format and approved by Metropolitan prior to payment of funds by Metropolitan.
- Failure of USGVMWD to submit Progress Reports , Annual Monitoring Reports,
   or Final Report within the timeframe established in Exhibit B or within any
   authorized extension of time will be a breach of this agreement.

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### 9. <u>Ownership and Responsibilities</u>

- South Pasadena shall be the sole owner of Project facilities. Neither
   Metropolitan nor USGVMWD shall have no ownership right, title, security
   interest or other interest in the Project facilities.
- South Pasadena shall be solely responsible for all design, environmental compliance, right-of-way acquisitions, permits, construction, and cost of the Project and all modifications thereof.
- South Pasadena shall be solely responsible for operating and maintaining the Project, in accordance with all applicable local, state, and federal laws.
   Metropolitan shall have no rights, duties or responsibilities for operation and maintenance of Project facilities.

### 10. <u>Business Outreach Program</u>

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises. In performing services under this Agreement, South Pasadena shall endeavor to further this policy whenever practicable.

### 11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Agencies, including its participating entities, consultants, and sub-consultants, shall not assign or transfer their interest in this Agreement.

### 12. <u>Use of Materials</u>

Metropolitan will make available to USGVMWD such materials from its files as may be required by USGVMWD to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in USGVMWD's possession. Upon termination of this Agreement and payment of outstanding invoices of USGVMWD, or completion of work under this Agreement, USGVMWD shall turn over to Metropolitan any property of Metropolitan in its

possession and any calculations, notes, reports, electronic files, or other materials prepared by USGVMWD in the course of performing the services under this Agreement.

### 13. <u>Intellectual Property</u>

- a. All right, title and interest in all intellectual property conceived or developed pursuant to this Agreement shall be the property of South Pasadena and South Pasadena hereby grants Metropolitan and its member public agencies a perpetual, nonexclusive license, at no cost, to use the intellectual property developed in the course of the work performed under this Agreement by South Pasadena or any contractor and consultant working on the Project as described in Exhibit A. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.
- South Pasadena agrees that all results produced in the performance of this
   Agreement may be released to the public.
- c. Metropolitan may utilize any material prepared or utilize work performed by Agencies pursuant to this Agreement, including computer software, in any manner which Metropolitan deems proper without additional compensation to Agencies. Agencies shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to the paragraph unless Agencies accept such responsibility in writing.
- d. South Pasadena shall include the following language in its agreement with any consultant or contractor retained by South Pasadena City to work on the Project: "All intellectual property developed pursuant to this Agreement is owned by South Pasadena. As used herein, the term 'intellectual property' includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software."
- e. Agencies shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of their work for Metropolitan under this Agreement.

USGVMWD and South Pasadena

### 14. <u>Representations</u>

Each Party represents that it is represented by legal counsel, that it has reviewed this Agreement and agrees that:

- a. This Agreement is legally enforceable;
- Metropolitan may legally recover the costs incurred by Metropolitan pursuant to this Agreement in the water rates charged to its Member Agencies, including USGVMWD.

### 15. <u>Legal Requirements</u>

South Pasadena shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the Project work.

#### 16. <u>Guarantee and Warranty</u>

- Agencies guarantee and warrant that the Project work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work.
- Representatives of Metropolitan and USGVMWD shall at all times have access to the Project work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

### 17. <u>Indemnity</u>

- a. South Pasadena assumes all risk of injury to its employees, agents, consultants, sub-consultants, and contractors, including loss or damage to property, in the performance of this Agreement, except for those losses due to Metropolitan's negligence, recklessness or willful misconduct.
- b. South Pasadena shall defend, indemnify, and hold harmless Metropolitan, USGVMWD, their Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property to the proportionate extent arising out of, pertaining to, or related to South Pasadena's and its participating entities', consultants', and sub-

consultants' negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of the South Pasadena and its participating entities, consultants, and subconsultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

#### 18. Insurance

- a. South Pasadena shall procure and maintain or cause to be maintained for the duration of this Agreement insurance, or a program of self insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by South Pasadena and its participating entities, consultants, and sub-consultants, and their agents, representatives, or employees.
- b. South Pasadena shall sustain proof of insurance coverage in an updated ACORD form (attached hereto as Exhibit G), or equivalent, which in the case of self-insurance consists of a letter outlining the risk financing program, and incorporated by reference, during the term of this Agreement. Failure to provide the updated insurance ACORD form, or equivalent, annually may result in the withholding of South Pasadena's invoice payment. South Pasadena shall list the agreement number on the ACORD form, or equivalent, and email to Metropolitan's Agreement Administrator at <a href="https://www.stormwaterDirectUse@mwdh2o.com">StormwaterDirectUse@mwdh2o.com</a> and a copy to AgreementInsurance@mwdh2o.com.
- c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).
- ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).

#### USGVMWD and South Pasadena

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- iii. Workers' Compensation insurance as required by the State ofCalifornia and Employer's Liability Insurance.
- iv. Professional Liability or Errors and Omissions Liability insurance appropriate to South Pasadena's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- d. Minimum Limits of Insurance

South Pasadena shall maintain limits no less than:

- General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or location, or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- iv. Professional Liability or Errors and Omissions Liability: \$1,000,000per claim, with a \$2 million aggregate.
- e. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

- f. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:
  - Metropolitan, USGVMWD, their officers, officials, employees and agents are to be covered as additional insureds as respect to liability arising out of work or operations performed by or on behalf of South Pasadena; or automobiles owned, leased, hired or borrowed by South Pasadena.
  - ii. For any claims related to this Project, South Pasadena's insurance coverage shall be primary insurance as respect to Metropolitan, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be excess of South Pasadena's insurance and shall not contribute with it.
  - iii. Each insurance policy required by this clause shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.
  - iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- g. Other Endorsements and Insurance Provisions
  - All rights of subrogation under the property insurance policy (if the policy is required) have been waived against Metropolitan.
  - ii. The workers' compensation insurer, agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (South Pasadena) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

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- iii. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:
  - The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, South Pasadena shall provide evidence of insurance verifying that coverage is/was in effect during said five-year period.
  - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, South Pasadena must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  - A copy of the claims reporting requirements must be submitted to Metropolitan for review if requested.

### 19. <u>Audit</u>

- Agencies shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.
- b. Metropolitan will have the right to audit Agencies' invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of the Project as defined under this Agreement.
  - Agencies shall be responsible for maintaining the supporting documentation for a period of three years following completion of the Project as defined under this agreement

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c. Upon reasonable notice from Metropolitan, Agencies shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

### 20. <u>Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights</u> <u>Under the NLRA</u>

Metropolitan is an equal opportunity employer and a federal contractor. **Consequently, the** parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Agencies agree to submit to Metropolitan evidence of compliance with this section, as applicable, within 30 days of a request.

#### 21. <u>Prohibited Relationships with Sanctioned Countries and Persons</u>

Agencies represent and warrant that both 1) Agencies', and 2) to Agencies' knowledge, its directors, officers, employees, subsidiaries, participating entities, consultants, and subconsultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money USGVMWD and South Pasadena 16 Agreement No. xxxxxx

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laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Agencies are in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

### 22. <u>Termination</u>

- a. Metropolitan may terminate this Agreement with or without cause by providing written notice to Agencies not less than thirty (30) days prior to an effective termination date. Metropolitan's only obligation in the event of termination prior to completion of construction will be payment of fees, expenses, and noncancellable costs incurred prior to notification by the Agencies regarding breach of contract, including any retainage withheld by Metropolitan, in conformity with this Agreement up to and including the effective date of termination.
- Agencies may terminate this Agreement with or without cause by providing written notice to Metropolitan not less than thirty (30) days prior to an effective termination date. If Agencies terminate after start of operation of the Project, Agencies must provide all data collected prior to the effective date of termination. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.
- c. This Agreement may be terminated by Metropolitan upon written notice to the Agencies if the Project has not started operation within two years from the effective date of the Agreement.

### 23. Force Majeure Events

- Excuse to Performance: In addition to specific provisions of the Agreement, lack a. of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").
- Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

#### 24. <u>Notices</u>

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service or emailed and addressed to the contracting parties as follows:

Metropolitan Water District of Southern California Post Office Box 54153 Los Angeles, CA 90054-0153 Upper San Gabriel Valley Municipal Water District 602 Huntington Dr B Monrovia, CA 91016

USGVMWD and South Pasadena

### Attention: Jessica Arm Email: JArm@@mwdh2o.com

Attention: Thomas A. Love **Email: tom@usgvmwd.org** 

City of South Pasadena 1414 Mission St South Pasadena, CA 91030 Attention: H. Ted Gerber Email: tgerber@southpasadenaca.gov

Any party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

### 25. <u>Severability</u>

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

### 26. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

### 27. <u>Waiver</u>

No delay or failure by any party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

### 28. Entire Agreement

 This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are

not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

 Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

### 29. Joint Drafting

All parties have participated in the drafting of this Agreement.

//////

### Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

	THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
UPPER SAN GABRIEL VALLEY MUNICIPAL VALLEY WATER DISTRICT	Adel Hagekhalil General Manager
Ву	Ву
Thomas A. Love	Brad Coffey
General Manager	Group Manager Water Resource Management
Date	Date
APPROVED AS TO FORM:	APPROVED AS TO FORM: Marcia L. Scully General Counsel
Ву	Ву
Andrew L. Jared City Attorney	Setha Schlang Deputy General Counsel
Date	Date
CITY OF SOUTH PASADENA	
Ву	
H. Ted Gerber	
Director of Public Works	
Date	
Analyst Initials: agr# - date Attachments	
USGVMWD and South Pasadena	21 Agreement No. xxxxx
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### Exhibit A – Scope of Work

### STORMWATER FOR DIRECT USE PILOT PROGRAM SOUTH PASADENA CITY HALL STORMWATER DIRECT USE PROJECT

### 1.0 Project Description

The project involves installation of new underground cisterns inside the existing City Hall staff parking lot plus drainage improvements in the surrounding area to redirect stormwater runoff to the cisterns. The project also includes improvements and minor alterations to existing landscaping, and an irrigation system to utilize the stored stormwater for undscape irrigation with solar powered pumps.

The Project will capture stormwater from 1.22 acres of roof top and paved parking yeas that comprise the cisterns' drainage area. According to records at weather station U9W00093134 located at the University of Southern California (USC) downtown Los Angeles, ampus, the average annual precipitation for period 1989 to 2019 is 13.93 inches per yeal. Based on the cistern drainage area characteristics, this results in an average annual runof of 1.23 ac-ft per year. Long-term daily modeling of the system anews that the proposed cistern will capture 1.15 ac-ft/yr (93%) of the runoff, with the remaining 0.08 ac-ft/yr resulting from intense storms that exceed the capacity of the cisterns.

### 2.0 Proposed Water Savings Estimat

Water captured by the cisterns will be used to irrigate existing and proposed new landscaping in the parking lots and parkways along adjacent streets totaling 12,400 square feet. The consumptive water demand for this landscaped area is estimated at 1.19 ac-ft/year. Therefore, the water captured by the cisterns is more than 96% of the estimated consumptive water demand of the landscaped area. Table below shows the project estimated water savings.

Estimated water Sav	vings, as-ft/y		
Total Stormwiter Runon	Carrtur d Stormvater	Irrigation Water Demand	Water Savings
1.23	1.15	1.19	1.15

### 3.0 Proposed Monitoring Methods

Project vilumention stormwater capture and water savings by using flow meters at; 1) Inflow to the viscens, 2) Outflow from the cisterns, and 3) Drawdown pipe to the sanitary sewer. This data will provide a complete picture of the system water balance. In addition, the project will monitor water levels in the cisterns to guide system operation, scheduling and drawdown, and as a quality check on the flow monitoring data. Real-time project flow and level monitoring data will be available online.

### 4.0 Cost Estimates

Project Milestone	Total Project Cost	Metropolitan Funding Amount
Project Construction	\$1,020,000	\$440,000*
Annual Monitoring Report No. 1	\$	\$20,000
Annual Monitoring Report No. 2	5-	\$20,000
Annual Monitoring Report No. 3 & Final Report	\$	\$10,000
Total:	C <sup>1</sup> 020,000	\$500,000

\*20% retention from each invoice (totaling \$88,000) will be held by Metropolitan until completion of the Project's construction.

### 5.0 Updated Project Schedule

The following is an overview of the milestones and remaining schedule for the Project.

Work completed to date consists of; 1) concept plans, 2) hydrology/hydraulic study and modeling, 3) sizing of major equipment (cisterias, pipes, numps, solar), and 4) cost estimate.

Following table shows the preliminary milestone scheduls or remaining work for the project.

### **Preliminary Milestone Schedule**

reliminary willestone Schedule	
Milestone	Completion Date
1. City of S. Pasadena Funding Approval	July 2022
2. Design-Build Award	August 2022
3. 60% PS&E Package	October 2022
4. Begin Construction	December 2022
5. Substantive completion	August 2023
INS'	
$a^{\vee}$	

### Exhibit B – Reporting Schedule

### 1.0 Invoices and Progress Reports

Invoices and progress reports shall be submitted quarterly, per the reporting schedule below, throughout the Project's construction period.

Reporting Period	Due Date
Quarter 1 (Jan. 1 – Mar. 31)	May 15 <sup>th</sup>
Quarter 2 (Apr. 1– Jun. 30)	August 15 <sup>th</sup>
Quarter 3 (Jul. 1 – Sep. 30)	November 15 <sup>th</sup>
Quarter 4 (Oct. 1– Dec. 31)	February 15 <sup>th</sup>

### 2.0 Annual Monitoring Reports and Database Collection, and Final Report

Upon start of operation, the Project will begin the three-year monitoring and reporting period. Below is an example reporting schedule, assuming the Project begins operation in August 2023.

Report	Reporting Period*	Due Date
Annual Monitoring Report No. 1	Aug. 1, 2023 – Jun. 30, 2025	Jul. 31, 2025
Annual Monitoring Report No. 2	Jul. 1, 2025 – Jun. 30, 2026	Jul. 31, 2026
Annual Monitoring Report No. 3	Jul. 1, 2026 – Jun. 30, 2027	Jul. 31, 2027
Final Report	Nov. 1, 2027 – Jun. 30, 2027	Jul. 31, 2027

\*Reporting period must capture a full fiscal year of data.

### Exhibit C – Sample Invoice & Budget Tracking Sheet

BILL TOMetropolitan Water District of Southern CaliforniaAccounts Payable SectionP.O. Box 54153Los Angeles, CA 90054-0153AccountsPayableBusiness@mwdh2o.com		-			INVOICE		
AGENCY NAME	INVO	ICE DATE		INVOICE NUM	IBER	INVOIO	CE PERIOD
ADDRESS			PROJECT	NAME			
CONTACT			CONTACT	PHONE	AGREEM	ENT NU	MBER
ELIGIBLE PROJECT-RELA							
DESCRIPTION OF WORI (e.g., consultant costs a			nd supplies	s, etc.)			COST
MONITORING REPORTS							
REPORT #		SUBMITTED I	DATE				COST
1 2							
3							
5							
TOTAL COSTS PAID FOR CURRENT INVOICE				VVOICE	\$ -		
E	LIGIBLE	REIMBURSABL	E COSTS (U	IP TO \$440,000	OF TOTAL	COSTS)	·
		RETENTIO	N (20% OF	ELIGIBLE REIME	BURSABLE	COSTS)	\$-
				QUESTED AMOL ELIGIBLE REIMB			\$ -
		M	AXIMUM A	AWARD AMOUN	NT		
\$							-
PAID TO DATE		CUMULATIVE RETENTION	REIM COSTS F	LIGIBLE IBURSABLE FOR CURRENT NVOICE	CUMUL REIMBUI COS	RSABLE	REMAINING AWARD BALANCE
\$-		\$-	\$ -		\$500,00	0	\$-
By signing this invoice, a performed for metropo partner invoices.							
PROJECT MANAGER							

### Exhibit C – Sample Invoice & Budget Tracking Sheet

BILL TO:	BUDGET TRACKING	PROJECT NAME	INVOICE PERIOD	INVOICE NUMBER
Metropolitan Water District of Southern California Accounts Payable Section				
P.O. Box 54153			AGREEMENT NUMBER	
Los Angeles, CA 90054-0153			хххххх	

А	В	С	D	E	F	G	Н
DESCRIPTION OF WORK	TOTAL COSTS PAID FOR CURRENT INVOICE	ELIGIBLE REIMBURSABLE COSTS FOR CURRENT INVOICE (UP TO 50% OF B)	CUMULATIVE COSTS (INCLUDING CURRENT INVOICE)	CUMULATIVE ELIGIBLE REIMBURSABLE COSTS (INCLUDING CURRENT INVOICE) (UP TO 50% OF D)	TOTAL MONITORING COSTS PAID TO DATE	TOTAL AWARD AMOUNT	REMAINING AWARD BALANCE (G – (E+F))
TOTAL							

CUMULATIVE	
RETENTION	
CUMULATIVE	
REIMBURSABLECOSTS	\$-

### Exhibit D – Quarterly Progress Report

At a minimum, the following items shall be included in the Quarterly Progress Reports.

### 1. Cover Letter

Provide a brief description of the submittal, including the time period of the invoice, the amount invoiced in the respective invoice period, a list of items being submitted, and contact information. The letter must be signed and include the following language:

### "I am informed and believe that the information contained in this report is true and that the

### supporting data is accurate and complete."

### 2. Progress Report

### 2.1 Project Status

- a) Describe work performed during the stated period, by task.
- b) Describe major accomplishments, such as:
  - i. Tasks achieved
  - ii. Milestones met and deliverables completed
  - iii. Meetings held or attended
  - iv. Press release, etc.
- c) Where applicable, describe how the activities carried out differed from the plans outlined in the Project Scope of Work. Identify any problems encountered in the performance of the work under this Agreement, and how these matters were addressed.
- d) If the stated period's objectives were not met, explain why and how these goals will be approached for the next reporting period.

### 2.2 Cost Information

- a) Identify costs incurred during the stated period by [Agency] and each partnering/supporting entity working on the Project.
- b) Discuss how the actual budget is progressing in comparison to the latest Project budget. Describe any differences that occurred, identifying budget impacts and/or problems encountered, and describe how these matters will be addressed for the next reporting period.
- c) Provide a revised budget, by task, if changed from the latest Project budget.

### 2.3 Schedule Information

- a) Provide a Project schedule showing actual progress versus planned progress from the latest schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest Project schedule. Justify any differences that occurred, identifying schedule impacts and/or problems encountered, and describe how these matters will be addressed for the next reporting period.
- c) Provide a revised schedule, by task, if changed from the latest Project schedule.

### Exhibit E – Annual Monitoring Report & Database Collection

Project Site General Information	
Site Name	
Site Address	
City	
County	
Zipcode	
Member Agency	

Project Site Background Information	
Updated Construction/Installation	
Costs	
Detailed Maintenance Costs	
Monitoring Costs	
Age of Development	
Drainage Area Acres	
Principal Land Use	
(Industrial, commercial, institutional,	
highways and/or freeways, open	
space, or other)	
Secondary Land Use	
(Industrial, commercial, institutional,	
highways and/or freeways, open	
space, or other)	
Percent Impervious	
Main Type of Conveyance	
(Curb and gutters, grass swales, or	
both)	

Annual Monitoring Report Information	
Total Amount of Stormwater Captured	
Capture Frequency	
Cistern Size	
Amount Applied	
Frequency of Application	
Detention Time	
Type of Meter	
Type of Site	
(School, park, golf course, industrial	
and commercial site, cemetery, etc.)	
Nearest CIMIS Weather Station # <sup>1</sup>	

<sup>&</sup>lt;sup>1</sup> The nearest California Irrigation Management Information System (CIMIS) station can be found <u>here</u>.

Please provide the monthly total precipitation amounts during the past monitoring period based on the nearest CIMIS weather station. Please add additional rows as needed.

Month/Year	Project Site- Total Precipitation Amount (in)	CIMIS Station- Total Precipitation Amount (in) <sup>2</sup>

Describe in more detail the weather patterns from this past year. For example, how many months, if any, were there storm events? In which months did the storm events occur? How did the weather patterns affect how the captured stormwater was collected and managed?

Describe in more detail as to how the stormwater was used in this past year. For example, was the water beneficially used or discharged.

Describe in more detail as to how the captured stormwater was managed in this past year. For example, was the stormwater used immediately once captured, stored until cistern was full before use, or other.

<sup>&</sup>lt;sup>2</sup> Hourly, daily, monthly, and annual CIMIS data is available <u>here</u>.

### Below are the items that will be required in the annual database collection. An Excel spreadsheet will be provided upon completion of the Project.

	Site Information		Inflow Event Information		Outflow Event Information
Variable	Description	Variable	Description	Variable	Description
Site Name	Name of the project site	Event #	Number for each event	Event #	Number for each event
Site Address	Address of the project site	Site Name	Name of the project site	Site Name	Name of the project site
City	City where the project site is located	Event Type	Dry weather event or storm event	Event Type	Dry weather event or storm event
County	County where the project site is located	Days Since Last Storm Event	The number of days since the last storm event	Outflow- Date	The date of the event's outflow
Zipcode	Zipcode where the project site is located	Inflow- Date	The date of the event's inflow	Outflow- Meter Time	The time of the meter read for the outflow of the event
Member Agency	Agency of the project site	Inflow- Meter Time	The time of the meter read for the inflow of the event	Outflow- Meter read	The amount of water measured by the outflow meter
Climate Zone	Zone of the project site	Inflow- Meter Read	The amount of water measured by the inflow meter	Meter Read Units	The units of measurement for the meter read (gallons, ccf, etc.)
CIMIS Weather Station #	The station number of the nearest CIMIS weather station to the project site	Meter Read Units	The units of measurement for the meter read (gallons, ccf, etc.)		
Age of Development	Age of the project site	Precipitation Depth of the Meter Read (in)	The precipitation depth (in inches) measured at the time of the meter read		
Primary Land Use	Primary use of the project site: Industrial, residential, commercial, institutional, highways and/or freeways, open space, or other	Daily Precipitation Depth at the Project Site (in)	The total daily precipitation depth (in inches) at the project site		
Secondary Land Use	Secondary use of the project site: Industrial, residential, commercial, institutional, highways and/or freeways, open space, or other	Daily Precipitation Depth at the CIMIS Station (in)	The total daily precipitation depth (in inches) at the nearest CIMIS weather station		
Percent Impervious	Percentage of the site covered by imprevious surfaces	Runoff (in)	Total runoff depth in inches		
Main Type Conveyance	Curb and gutters, grass swales, or both	Runoff Vol Coef for Site	The total runoff divided by total precipitation depth for the catchment		
Controls	The stormwater controls used in the water: detention storage, wet pond, or none	Calculated Rv	Volumetric runoff coefficient for the storm event		
Type of Meter	Type of meter used on the project site	Month of the Storm Event	If a storm event occurred, please indicate the month(s) to which that the storm event took place		

#### User Guide for the Storm Event Database

USGVMWD and South Pasadena

### Exhibit F – Final Report

Describe your general findings and results of your stormwater project. When writing your description, consider the following questions:

- Did your project perform to your expectations?
- How much water did you capture and save through your project?
- Did your project capture as much stormwater as you had anticipated?
- What were the water quality benefits and costs savings from your project?

Were there any changes to how the stormwater was beneficially used during the term of the Pilot Program? For example, was the stormwater captured or stored differently during the Program? If so, what were the reasons for these changes and how did these changes impact how the stormwater was managed?

What lessons did you learn from your project during the term of the Pilot Program?

Is there any additional information you would like to provide regarding the collection and management of your stormwater program?

### Exhibit G – ACORD Form or Equivalent

AC	ORDTAT CERT			OF	ISSUE DATE (MM/DD/YY)	
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P.O. Be	olitan Water District of Southern Califs x 54153, Terminal Annex geles California 90054	omia		EXPIRAT DAT LEFT, BU LIABILIT REPRESI	ANY OF THE ABOVE DESCRIBED POLICIES B TION DATE THEREOF, THE ISSUING COMPANY YS WRITTEN NOTICE TO THE CERTIFICATE HO IT FAILURE TO MAIL SUCH NOTICE SHALL IM YY OF ANY NIND UPON THE COMPANY, ITS AC ENTATIVES.	WILL ENDEAVOR TO MAIL OLDER NAMED TO THE IPOSE NO OBLIGA-TION OR
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# **ATTACHMENT 2**

MWD Stormwater for Direct Use Pilot Program Informational Flyer

# STORMWATER FOR DIRECT USE PILOT PROGRAM



# Evaluating rainfall's potential

Southern California's water resources increasingly rely on a diverse water supply portfolio. Since early 2020, Metropolitan Water District of Southern California has evaluated local stormwater capture projects to better understand their performance and regional water supply benefits. This program provides financial incentives to develop, monitor and assess new or existing direct–use stormwater projects across the district's service area.

### What is direct use?

Direct-use projects capture local rainfall and stormwater runoff. The captured water is typically stored in an underground cistern and used to meet non-potable demands.

# Who can apply for funding?

The pilot program is open to commercial, institutional and industrial sites within Metropolitan's service area. Applications must be submitted by Metropolitan member agency where the project is located.

Projects are subject to review and selected on a first-come, first-served basis per climate zone (coastal, mid, inland) and project type (new or retrofit). Funding is secured once approved.

# Project types

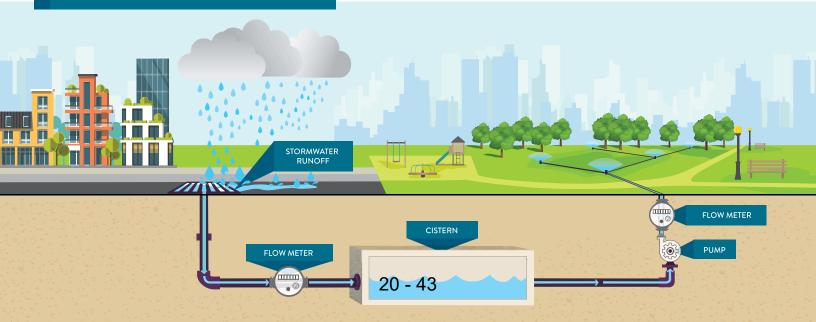
**New construction projects** entail construction of a rain capture system and installation of metering equipment.

**Retrofit projects** entail an installation of metering equipment at existing project sites.

# Criteria

To be eligible to participate in the pilot program, project must:

- Include meter(s) for measurement of capture and use
- Offset potable or reclaimed water use
- Be within Metropolitan's service area
- Have an estimated minimum design capture and use of one acre-foot per year
- Have completed CEQA documents, if needed
- Submit project schedule
- Submit original project construction cost at the time of application (for retrofit projects only)



### HOW DIRECT USE WORKS

# Funding

PROJECT TYPE	FUNDING COM	APONENTS		
	Construction/Installation	Monitoring & Reporting		
Retrofit	Up to \$100,000 of eligible costs (design, material, installation)	\$20,000/report		
	Capped at \$160,	000/project		
New Construction	1:1 match, up to \$440,000 of eligible costs (design, material, construction)	\$20,000/report		
New Construction	Capped at \$500,000/project			

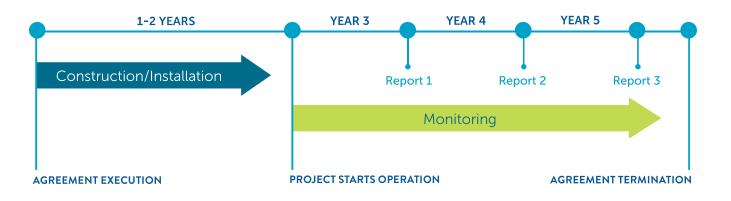
## Timeline

### **RETROFIT PROJECTS**

- 1. Projects have one year from agreement execution to complete installation of metering equipment and begin monitoring
- 2. Three years of monitoring and reporting

### NEW CONSTRUCTION PROJECTS

- 1. Projects have two years from agreement execution to complete construction and installation of metering equipment, start operation, and begin monitoring
- 2. Three years of monitoring and reporting



### **ABOUT METROPOLITAN**

The Metropolitan Water District of Southern California is a state-established cooperative of 26 member agencies – cities and public water agencies – that serve 19 million people in six counties. Metropolitan imports water from the Colorado River and Northern California to supplement local supplies and helps its members develop increased water conservation, recycling, storage and other resource management programs.

### **OUR MISSION**

The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

# Contact



Noosha Razavian StormwaterDirectUse@mwdh2o.com 213.217.6492

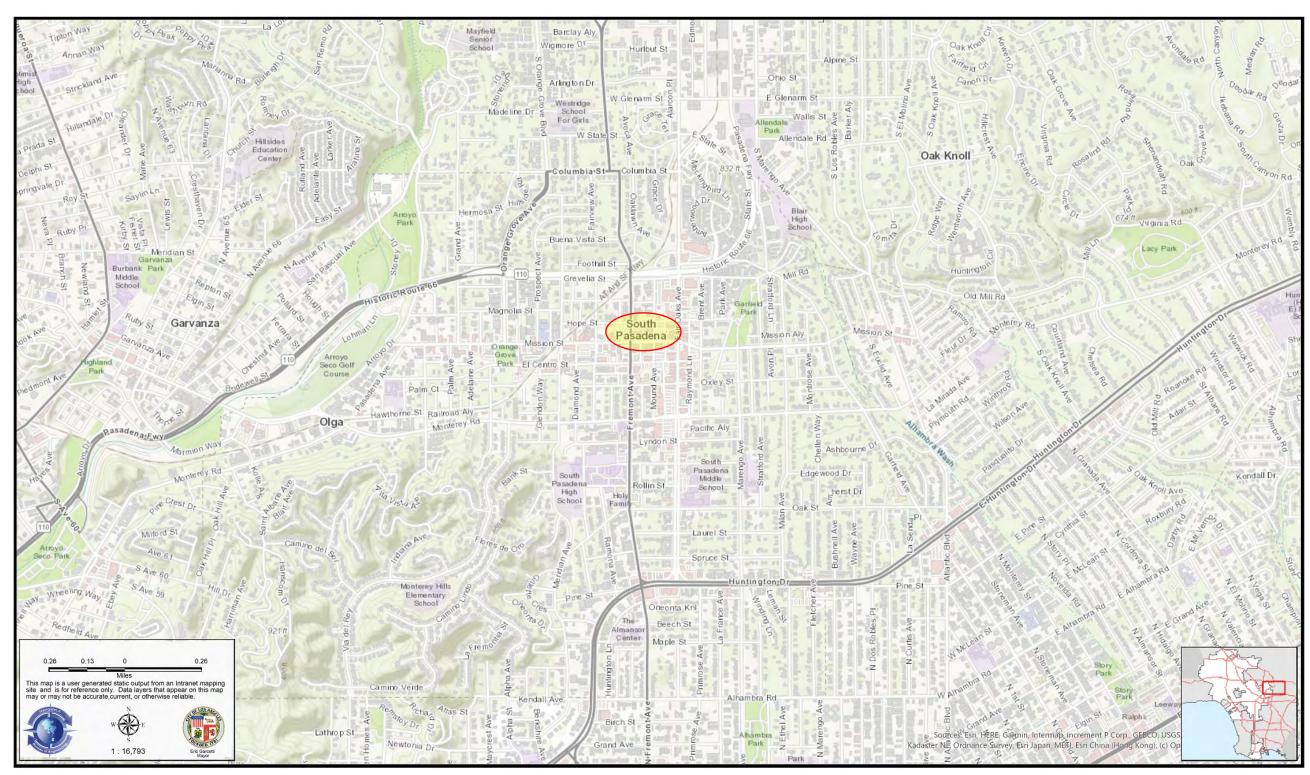
### (f) (2) (m) @mwdh20 my

mwdh2o.com/StormwaterDirectUse

MWD Imaging Services October 2020

# **ATTACHMENT 3**

Revised South Pasadena City Hall Stormwater Direct Use Project Conceptual Plan



# **CONCEPT PLANS - NOT FOR CONSTRUCTION**





September 27, 2022

### 20 - 46

MWD Stormwater Direct Use Program City Hall Stormwater Direct Use Project City of S. Pasadena

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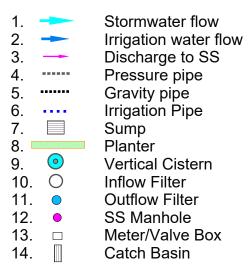


S. Pasadena City Hall Stormwater Direct Use Project

External DA

/DD/YY	REMARKS		
5/2022	Included external drainage area		02
6/2022	No new planters or landscaping. Irrigation to existing planters only.		02
/			
/			Α
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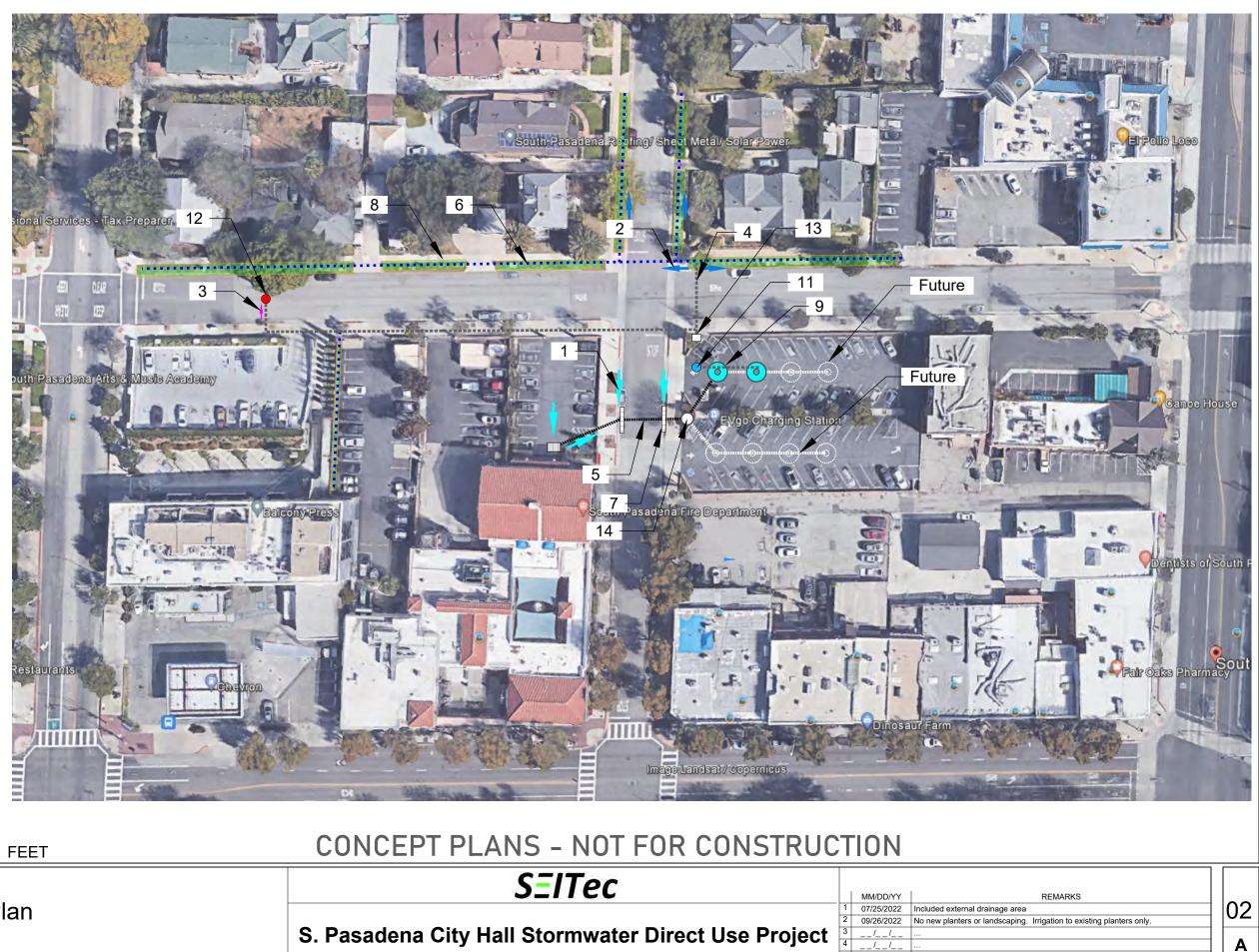
### **LEGEND**



### NOTES

- 1. Planters do not receive runoff
- 3. Site grading will remain mostly as is
- 4. Cisterns will have solar powered pumps

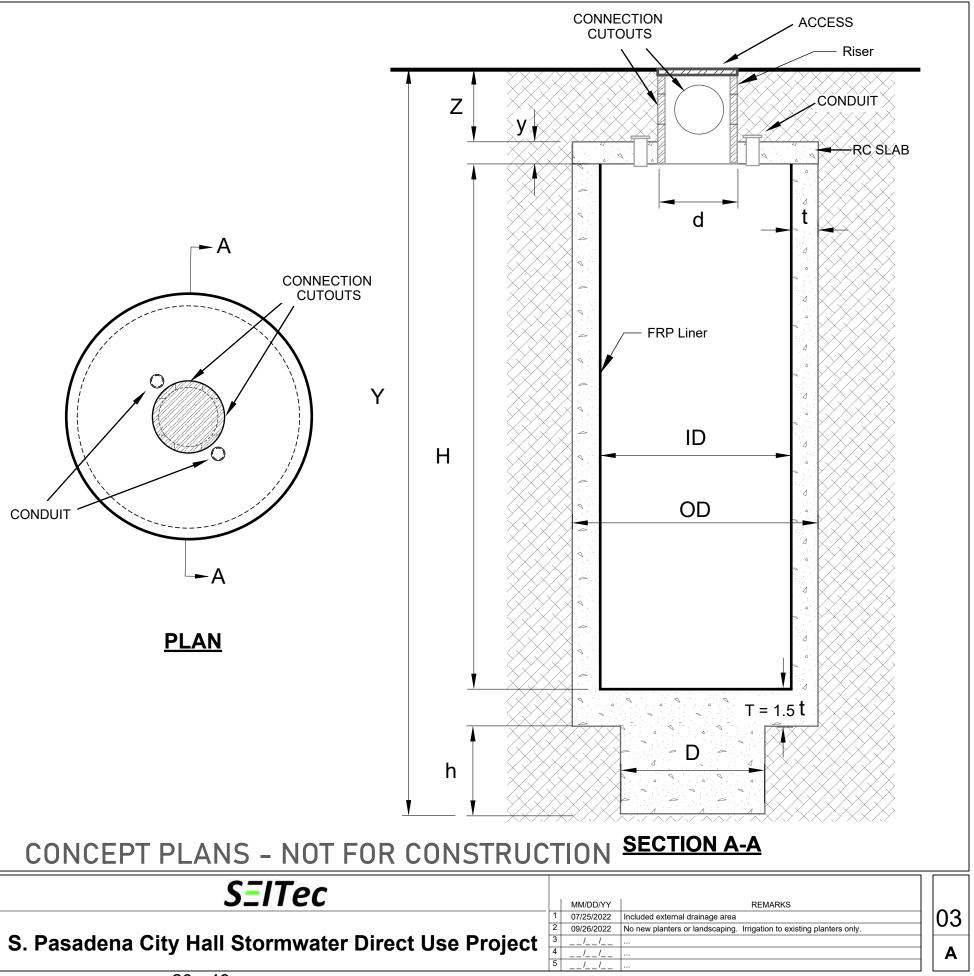
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			Plan	S. Pasadena City Hall Stormwater Direct Use Project	1 07/ 2 09/ 3 4 5

## **Specifications**

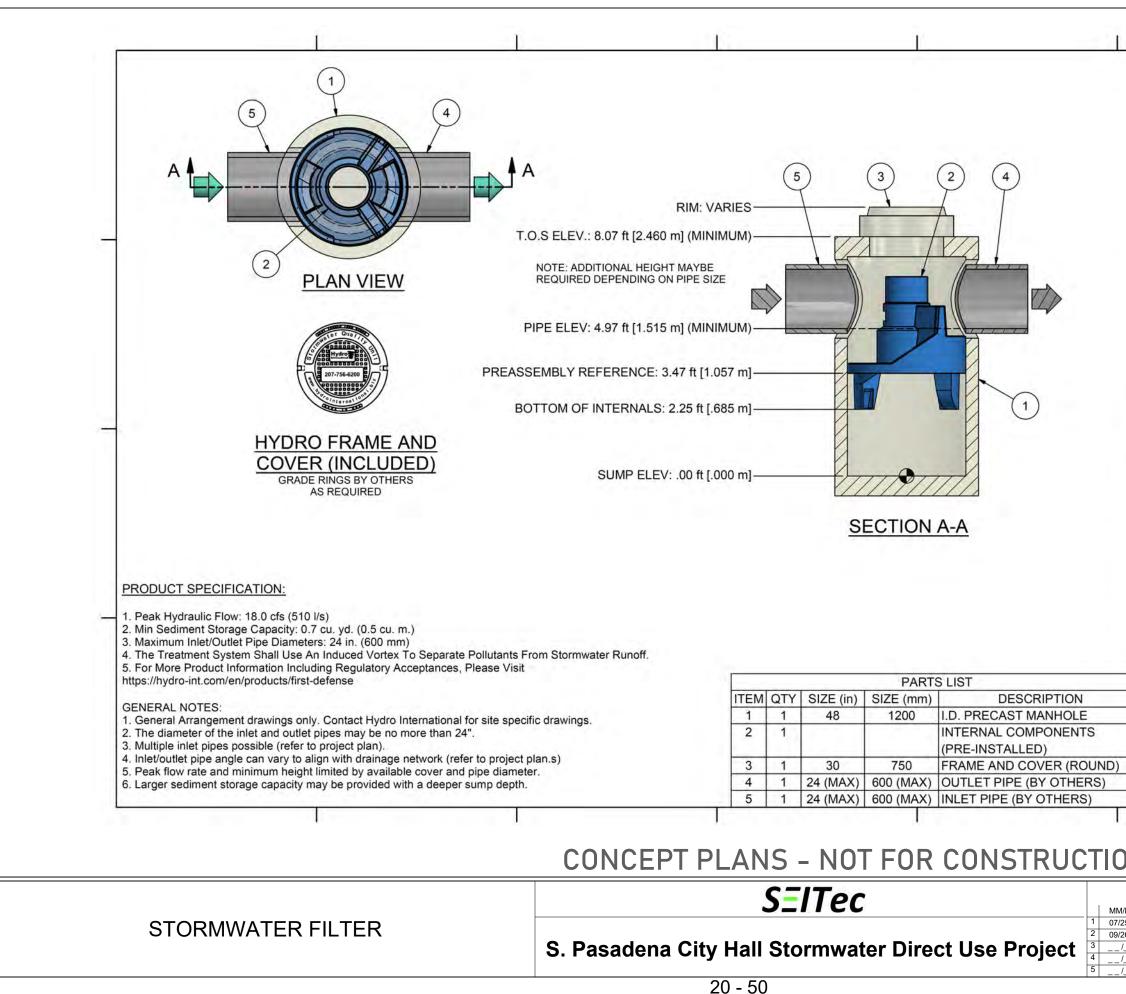
opeenieuliene	
WATERSILO CONTENT	NON POTABLE WATER
NOMINAL CAPACITY, GAL	30,000
MATERIAL	IN-SITU CAST CONCRETE
DESIGN CODE	ASTM C33 / C33M - 18
CONCRETE STRENGTH, PSI	4000
LINER	FRP
DESIGN PRESSURE	ATMOSPHERIC
DESIGN TEMPERATURE	AMBIENT
OUTSIDE DIAMETER (OD), FT	14
INSIDE DIAMETER (ID), FT	12
WALL THICKNESS (t), IN	12
DEPTH BELOW SURFACE (Z), FT	18
EXCATION DEPTH (Y), FT	38
INTERIOR HEIGHT (H), FT	30
BASE THICKNESS (T), IN	18
CONCRETE PLUG DEPTH (h), FT	4
CONCRETE PLUG DIA. (D), FT	6
WALL REINFORCEMENT	NONE
BASE REINFORCEMENT	NONE
WATERSILO COVER	RC SLAB
RC SLAB THICKNESS (y), IN	12
CONNECTION CUTOUTS	TWO NOS, 12-IN
ACCESS SHAFT MATERIA	HDPE
ACCESS SHAFT DIAM (d), IN	24
ACCESS COVER	CAST IRON
CONDUIT	2 NOS, 6 IN
	1



# NOT TO SCALE

WATERSILO

US Patent No.: US11028611B2



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DD/YY	REMARKS	
5/2022 5/2022	Included external drainage area           No new planters or landscaping.         Irrigation to existing planters only.	04
/	······································	Α
<u> </u>		A

Inputs			Outputs	
Project Name	S. Pasadena City Hall Stormwa	ter Cinture	Modeled (85th percentile storm) Rainfall Depth	(0) 1.07
Subarea ID	Internal + External 85th P.	tter capture	Peak Intensity (in/hr)	0.2461
Area (ac)	10.18		Undeveloped Runoff Coefficient (Cu)	0.1
Flow Path Length (ft)	1200		Developed Runoff Coefficient (Cd)	0.7472
Flow Path Slope (vft/hft)	.025	_	Time of Concentration (min)	38
85th percentile Rainfall Depth (in)	1.07		Clear Peak Flow Rate (cfs)	1.8719
Percent Impervious (0.01-1.0)	.809		Burned Peak Flow Rate (cfs)	1.8719
Soil Type (2-180)	13	*	24-Hr Clear Runoff Volume (ac-ft)	0.6727
Design Storm Frequency	85th percentile storm		24-Hr Clear Runoff Volume (cu-ft)	29300.7652
Fire Factor	0			
	graph (S. Pasadena C	City Hall Sto	ormwater Capture: Internal + Exter	mal 85th P.)
2.0 Hydro	graph (S. Pasadena C	City Hall Sto	ormwater Capture: Internal + Exter	mal 85th P.)
2.0 Hydro	graph (S. Pasadena C	City Hall Sto	ormwater Capture: Internal + Exter	mal 85th P.)
1.5 -	graph (S. Pasadena C	City Hall Sto	ormwater Capture: Internal + Exter	mal 85th P.)

# Long-Term (10-yr) Water Supply Modeling Results (ac-ft/y)

	Total Stormwater Runoff	Captured Stormwater	Runoff + DWF Exceeding Cistern Capacity	Dry Weather Inflow	Total Stormwater + DWF
ac-ft/y	7.5	3.4	4.1	0.01	7.5
gal/y	2,435,431	1,097,108	1,338,000	3,000	2,438,431
%	100%	45%	55%	0%	1009

# **CONCEPT PLANS - NOT FOR CONSTRUCTION**

### HYDROLOGY AND WATER USE MODELING **RESULTS - CITY HALL + EXTERNAL**

S. Pasadena City Hall Stormwater Direct Use Project

SEITec



	MM/DD/YY	REMARKS	
1	07/25/2022	Included external drainage area	05
2	09/26/2022	No new planters or landscaping. Irrigation to existing planters only.	00
3	/_/		_
4	/_/		Α
5	/_/		

# **Capital Cost**

			Unit	
Description	Unit	Quantity	Price	Item Total
Site preparation				36,000
SWPPP Implementation	LS	1	10,000	10,000
Traffic Control	Day	5	1,000	5,000
Utility Relocation	LS	1	15,000	15,000
Concrete Pavement removal	SF	300	5	1,500
Pavement Reconstruction	SF	300	15	4,500
Stormwater Diversion and Storage				344,500
Retrofit of existing stormwater sump	EA	1	5,000	5,000
New Catch Basins	EA	2	10,000	20,000
Inflow Filter	EA	1	15,000	15,000
Stormwater Collection Pipe - 6" by Open Trench	LF	50	250	12,500
30,000-Gallon Vertical Cisterns	EA	2	125,000	250,000
Submersible Cistern Pumps	EA	4	5,000	20,000
UV Sterilizer	EA	2	3,500	7,000
Connection to SS MH for Drawdown	EA	1	15,000	15,000
Green Streets Elements (Landscaping and Irrigation)				319,237
Planters underground Irrigation system	LF	3,829	3	11,487
Media Filter	EA	1	10,000	10,000
Meter/Valve Box	EA	1	1,500	1,500
Irrigation Pressure Line - 2" by open Trench	LF	450	125	56,250
System Solar Power	LS	1	30,000	30,000
Electrical, Instrumentation, and Controls	LS	1	50,000	50,000
Electric Vehicle Water Haul Truck, 2500-gallon	EA	1	160,000	160,000
Subtotal (1)				699,737
Mobilization			2%	13,995
Permits Allowances			1.5%	6,997
Subtotal (2)				720,729
Estimating Contingency			10%	72,073
Subtotal (3)				792,802
Construction Contingency			15%	118,920
Total Estimated Project Construction Cost				911,722
Design (10%)			10%	91,172
Total Estimated Project Cost				1,002,894





# **ATTACHMENT 4**

Excerpts from Upper Los Angeles Watershed (ULAR) Enhanced Watershed Management Program (EWMP)

# Enhanced Watershed Management Program (EWMP)

for the Upper Los Angeles River Watershed

Prepared for Upper Los Angeles River Watershed Management Group



**Preparation Leads** 







In Conjunction with the Black & Veatch Team CDM Smith Larry Walker Associates Paradigm Environmental Tetra Tech

20 - 54

January 2016

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# Acronyms and Abbreviations

А	RBOR	Area with Restoration Benefits and Opportunities for Revitalization
В	MP	best management practice
С	altrans	California Department of Transportation
С	DFW	California Department of Fish and Wildlife
С	fs	cubic feet per second
С	IMP	Coordinated Integrated Monitoring Program
С	TR	California Toxics Rule
С	WA	Clean Water Act
E	WMP	Enhanced Watershed Management Programs
E	WMP Area	Upper Los Angeles River Watershed Management Area
E	WMP Group	Upper Los Angeles River Watershed Management Group
G	IS	geographic information system
Η	IFS	High Flow Suspension
L	A	Los Angeles
L	ACDPW	Los Angeles County Department of Public Works
L	ACFCD	Los Angeles County Flood Control District
L	AR	Lost Angeles Region
L	ARWQCB	Los Angeles Regional Water Quality Control Board
L	FD	Low Flow Diversion System
L	ID	Low Impact Development
L	RS	load reduction strategy
L	SPC	Loading Simulation Program – C+
Ν	ICM	minimum control measure
Ν	1S4	Municipal Separate Storm Sewer System
N	IGO	non-governmental organization
N	IPDES	National Pollutant Discharge Elimination System
0	0&M	operations and maintenance
Р	CB	polychlorinated biphenyls
R	AA	Reasonable Assurance Analysis
R	WL	receiving water limitation
S	СМР	Stormwater Capture Master Plan

SUSTAIN System for Urban Stormwater Treatment Analysis and Integration

- TMDL Total Maximum Daily Load
- ULAR Upper Los Angeles River
- USEPA U.S. Environmental Protection Agency
- WBPC water body-pollutant combination
- WLA wasteload allocation
- WMMS Watershed Management Modeling System
- WQBEL water quality based effluent limit
- WQP water quality priority

## **Executive Summary**

The Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 (Permit) for Los Angeles County provides an innovative approach to Permit compliance through development of Enhanced Watershed Management Programs (EWMP). Through a collaborative approach, an EWMP for the Upper Los Angeles River (ULAR) Watershed Management Area (EWMP area) was developed by the ULAR EWMP Group. The ULAR EWMP Group is comprised of the cities of Los Angeles (lead coordinating agency), Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and the County of Los Angeles (Unincorporated County) and the Los Angeles County Flood Control District (LACFCD). By electing to comply with the optional compliance pathway in the MS4 Permit, the ULAR EWMP Group has leveraged this ULAR EWMP to facilitate a robust, comprehensive approach to stormwater management for the Los Angeles River watershed to address the priority water quality conditions in the EWMP area.

The planning area for the ULAR EWMP is the largest of all the EWMPs being developed in the Los Angeles (LA) region, representing 485 square miles of watershed and over 50 miles of mainstem LA River from its headwaters to just above the estuary. The LA River watershed has been subject to numerous water quality planning and compliance efforts, and the EWMP leveraged those efforts and identified additional projects to address water quality issues in the Upper LA River.

The vision for development of the EWMP was to utilize a multi-pollutant approach that maximizes the retention and use of urban runoff as a resource for groundwater recharge and irrigation, while also creating additional benefits for the communities in the ULAR watershed. This EWMP presents a toolbox of distributed and regional watershed control measures to address applicable stormwater quality regulations. Controlling pollutants in stormwater is a major challenge, and the EWMP Group members have been working towards improving stormwater quality for many years by implementing numerous stormwater capture projects across the watershed. State and federal regulations establish compliance timelines to address water quality issues, and this EWMP lays the path forward for implementation of

additional water quality improvement projects. For example, the Los Angeles River watershed is subject to a Total Maximum Daily Load (TMDL) for metals that requires compliance by 2028 and a bacteria TMDL that requires compliance by 2037. High levels of metals can negatively impact aquatic life (e.g., fish) in the rivers, creeks and estuary; elevated bacteria concentrations can pose a potential health risk to people that recreate in the watershed. This EWMP plan has been prepared to address water quality issues and comply with the Permit requirement and timelines in a quantitative manner.



# ES.1 Elements of the EWMP

The objective of the EWMP Plan is to determine the network of control measures (often referred to as best management practices [BMPs]) that will achieve required pollutant reductions while also providing

multiple benefits to the community and leveraging sustainable green infrastructure practices. This EWMP includes the following elements:

#### **ES.1.1** Water Quality Priorities

The identification of Water Quality Priorities (Section 3 of the EWMP) was an important first step in the EWMP Plan development process. The Water Quality Priorities highlight the pollutants and waterbodies that are potentially not attaining water quality standards. The Water Quality Priorities are a driver of the control measures in the EWMP. For example, if a water quality objective is not being attained, additional pollutant reduction is required and thus more or larger control measures are needed to achieve those reductions. Over 170,000 data records of water quality monitoring data were compiled and analyzed to determine three categories of Water Quality Priorities based on whether TMDLs have been developed for waterbody-pollutants, whether water quality exceedances have occurred in the last 10 years, and whether the stormwater system is a likely source of these pollutants. The water quality prioritization process of the Permit determines the water body-pollutant combinations (WBPCs) that will be addressed by the EWMP. The Permit defines three categories of Water Quality Priorities:

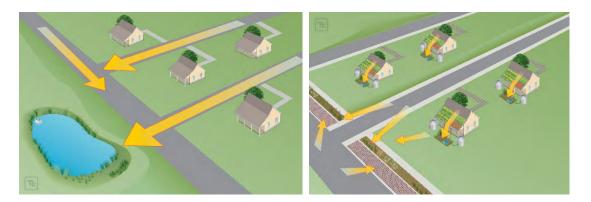
- **Category 1** are pollutants subject to an established TMDL.
- Category 2 are pollutants on the State Water Resources Control Board 2010 Clean Water Act Section 303(d) List of Impaired Water Bodies or those constituents that have sufficient exceedances to be listed.
- **Category 3** for pollutants with observed exceedances that are too infrequent to be listed, and parameters that are not considered typical pollutants.

The applicable TMDLs are the highest priority for stormwater quality compliance, and thus scheduling for addressing Water Quality Priorities was developed based on TMDL milestones (i.e., interim and numeric limits) and other representative Regional Board-adopted TMDLs. The scheduling of EWMP implementation is based on the milestones of the applicable metals, toxics and bacteria TMDLs, as follows:

- Achieve a 31 percent milestone for the Los Angeles River Metals TMDL by 2017;
- Achieve a 50 percent milestone for the Los Angeles River Metals TMDL by 2024;
- Achieve compliance (100 percent milestone) for the Los Angeles River Metals TMDL by 2028;
- Achieve compliance for the Los Angeles / Long Beach Harbors Toxics TMDL by 2032; and
- Achieve compliance for the Los Angeles River Bacteria TMDL by 2037.

#### ES.1.2 Watershed Control Measures

The Permit requires the identification of Watershed Control Measures, which are strategies and BMPs that will implemented through the EWMP, individually or collectively, at watershed-scale to address the Water Quality Priorities. Section 4 of the EWMP describes the regional projects and Section 5 of the EWMP describes the distributed BMPs. The total network of Low Impact Development (LID), green streets and regional BMPs is referred to as the EWMP Implementation Strategy. The BMP capacity to be implemented by 2037 has the equivalent capacity of 20 Rose Bowl stadiums. For EWMP development it was important to establish nomenclature / definitions of the various control measures. Distributed and regional control measures make up the EWMP Implementation Strategy (see figure below for an illustration of distributed versus regional approaches).



#### Illustration of Regional (left) and Distributed (right) BMP Approaches

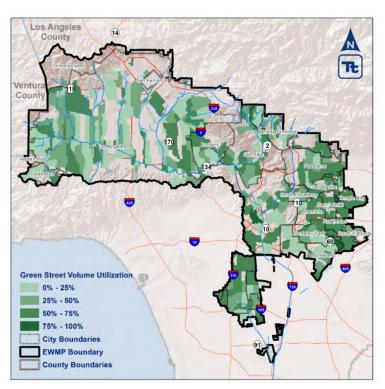
The three main categories of structural BMPs include low-impact development, green streets, and regional projects, as defined below:

Low-Impact Development: distributed structural practices that capture, infiltrate, and/or treat runoff at the parcel, normally less than 10 tributary acres (see LID illustration on next page). Common LID practices (discussed in Section 5) include bioretention, permeable pavement, and other infiltration BMPs that prevent runoff from leaving a parcel. Rainfall harvest practices such as cisterns can also be used to capture rainwater - that would otherwise run off a parcel - and use it to offset potable water demands. The types of LID incorporated into the EWMP are the LID ordinance, residential LID, and LID retrofits of public parcels. Since the vast majority (nearly 70 percent) of runoff from the developed portion of the watershed is generated from impervious areas on parcels, LID is a natural choice as a key EWMP strategy to treat runoff from parcel-based impervious areas. LID can be viewed as the "first line of defense" due to the fact that the water is treated on-site before it runs off from the parcel and travels downstream.

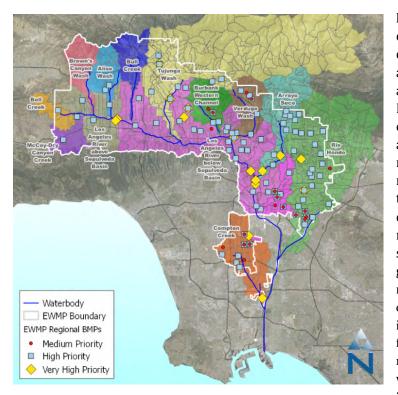


Illustration of LID implemented on a parcel (arrows indicate water pathways)

Green Streets: distributed structural practices that are typically implemented as linear bioretention/biofiltration installed parallel to roadways (see illustration of a green street on the next page). These systems receive runoff from the gutter via curb cuts or curb extensions (sometimes called bump outs) and infiltrate it through native or engineered soil media. Permeable pavement can also be implemented in tandem or as a standalone practice, such as in parking lanes of roads. As shown in the figure to the right, a high percentage of streets are planned for green street retrofits for the EMWP Implementation Strategy. Green streets have been demonstrated to provide "complete streets" benefits in addition to stormwater management, including pedestrian safety and traffic calming,



street tree canopy and heat island effect mitigation, increased property values, and even reduced crime rates.



**Regional projects:** Regional projects are centralized facilities located near the downstream ends of large drainage areas (typically treating 10s to 100s of acres; see illustration on the next page). Regional projects receive large volumes of runoff from extensive upstream areas and can provide a cost-effective mechanism for infiltration and pollutant reduction. . Runoff is typically diverted to regional projects after it has already entered storm drains. Routing offsite runoff to public parcels (versus treating surface runoff near its source, as with green streets and LID) often allows regional BMPs to be placed in costeffective locations. The ULAR EWMP includes over 120 regional BMPs (see figure to left), including multi-benefit regional projects that retain the storm water volume from the 85th percentile, 24-hour storm. The EWMP also includes regional projects on private land to assure pollutant reductions are achieved.



Illustration of a green street (arrows indicate water pathways)

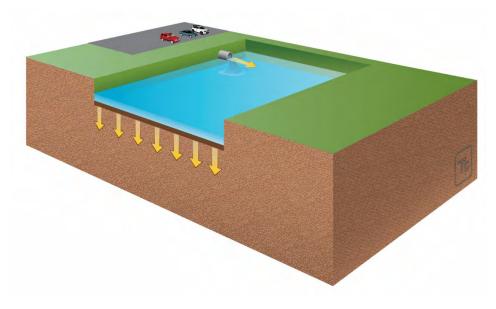


Illustration of a regional project (arrows indicate water pathways)

## **ES.1.3** Reasonable Assurance Analysis

A key element of each EWMP is the Reasonable Assurance Analysis (RAA) (presented in Section 6), which was used to quantitatively demonstrate that the EWMP Implementation Strategy will address the Water Quality Priorities. While the Permit prescribes the RAA as a quantitative demonstration that control measures will be effective, the RAA also uses a modeling process to identify and select potential control measures to be implemented by the EWMP. The Watershed Management Modeling System

(WMMS) is the basis for the modeling system used to conduct the RAA for the ULAR EWMP. WMMS is specified in the 2012 MS4 Permit as an approved tool to conduct the RAA. The LACFCD, through a joint effort with U.S. Environmental Protection Agency (USEPA), developed WMMS specifically to support informed decisions for managing stormwater.

The RAA demonstrates the calibrated modeling system is able to accurately predict flows and pollutant concentration in the LA River watershed. The RAA was developed based on complying with the applicable criteria for "limiting pollutants" during 90<sup>th</sup> percentile storm conditions. Limiting pollutants are the pollutants that drive BMP capacity (i.e., control measures that address the limiting pollutant will also address other pollutants). The limiting pollutants for ULAR are as follows:

- Wet weather zinc and *E. coli*: according to the modeling analysis and review of monitoring data, control of zinc and *E. coli* requires BMP capacities that are the largest among the Water Quality Priority (WQP) pollutants, and thus control of zinc and *E. coli* has assurance of addressing the other ULAR wet weather Water Quality Priorities. The RAA for ULAR first identifies the control measures to attain zinc limits (during the zinc critical condition) and then identifies additional capacity, if any, needed to achieve *E.coli* limits.
- Dry weather E. coli: among all the pollutants monitored during dry weather at mass emission stations in LA County, E. coli most frequently exceeds receiving water limitation (RWLs). During monitoring "snapshots" of over 100 outfalls along the LA River, over 85 percent of samples exceeded limits for E. coli during dry weather through the Bacteria Source Identification Study along the Los Angeles River (CREST, 2008). Among the dry weather WQP pollutants, achievement of dry weather RWLs for E. coli will be the most challenging.

The RAA was used to select the BMPs in the EWMP Implementation Strategy based on three primary elements:

- **Opportunity** Where can these BMPs be located and how many can be accommodated?
- **System Configuration** How is the runoff routed to and through the BMP and what is the maximum BMP size?
- Cost Functions What is the relationship between BMP volume/footprint/design elements and costs?

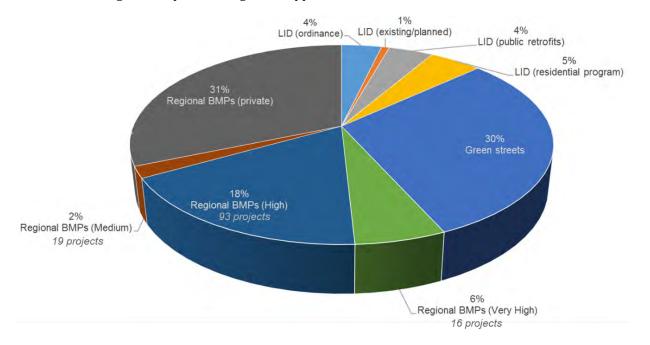
The WMMS considered millions of BMP scenarios and the EWMP Implementation Strategy was selected based on the most cost-effective scenarios, while incorporating the input from the EWMP Group related to the needs and opportunities within the communities.

## ES.1.4 Detailed EWMP Implementation Strategy and Compliance Schedule

The EWMP Implementation Strategy (presented in Section 7) is the "recipe for compliance" of each jurisdiction to address Water Quality Priorities and comply with the provisions of the MS4 Permit. The EWMP Implementation Strategy includes individual recipes for each of the 18 jurisdictions and each watershed/assessment area – Los Angeles River above Sepulveda Basin, Los Angeles River below Sepulveda Basin, Compton Creek, Rio Hondo, Verdugo Wash, Arroyo Seco, Burbank Western Channel, Tujunga Wash, Bull Creek, Aliso Wash, Bell Creek, McCoy-Dry Canyon, and Browns Canyon Wash. Implementation of the EWMP Implementation Strategy will provide a BMP-based compliance pathway for each jurisdiction under the MS4 Permit.

The EWMP Implementation Strategy is expressed in terms of [1] the volumes of stormwater and nonstormwater to be managed by each jurisdiction to address Water Quality Priorities, and [2] the control measures that will be implemented to achieve those volume reductions, as follows:

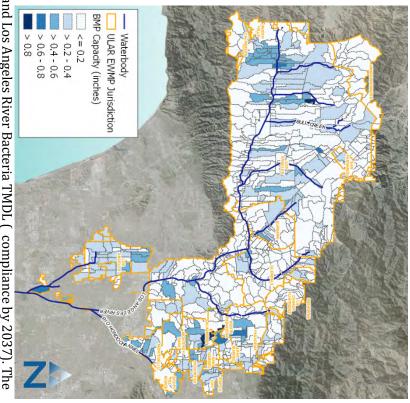
- **Compliance Targets**: for MS4 compliance determination purposes, the primary metric for EWMP implementation is the volume of stormwater managed by implemented control measures. The stormwater volume to be managed is considered the BMP performance goal for the EWMP.
- EWMP Implementation Strategy: the network of LID, green streets and regional BMPs that has reasonable assurance of achieving the Compliance Targets is referred to as the EWMP Implementation Strategy. The RAA modeling framework has been used to quantitatively demonstrate that the EWMP Implementation Strategy will address the Water Quality Priorities. The EWMP Implementation Strategy identifies the location and type of control measures to be implemented by each jurisdiction for compliance by 2037, which includes addressing all Water Quality Priorities including the limiting pollutants zinc and *E. coli*. The LID, green street and regional projects that will address the Water Quality Priorities is a network of control measures with the equivalent capacity of approximately 20 Rose Bowl stadiums. As shown in the figure below, for the set of BMPs to be implemented across the entire ULAR EWMP area by 2028, regional projects on public land make up 26 percent of the total control measure capacity. LID and green streets each make up 14 percent and 30 percent respectively. The EWMP Implementation Strategy will be validated and updated over time following review of water quality monitoring data through an adaptive management approach.



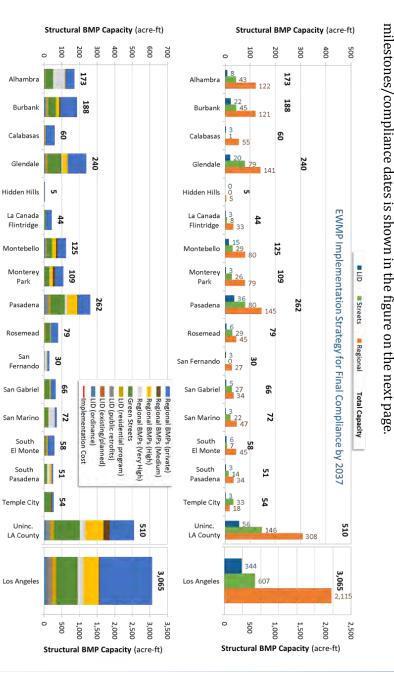
The EWMP Implementation Strategy is ultimately a recipe for compliance for each jurisdiction and subwatershed in the EWMP area. A total of 1,119 subwatersheds (see figure at top of next page) are provided a specific set of LID, green street and regional control measures. The BMP density is higher in some areas [dark blue] because either [1] relatively high load reductions are required, or [2] BMPs in those areas were relatively cost-effective (e.g., due to high soil infiltration rates). The EMWP Plan includes tabular versions of the map to the right in detailed appendices for each jurisdiction.

The total capacity of LID, green streets and regional BMPs to be implemented by each jurisdiction by 2037 (the compliance date for addressing *E. coli*) is shown in the bar chart at the bottom of this page. The strategy varies by jurisdiction depending on the pollutant reduction requirements and BMP preferences. The top panel groups the BMP types into LID, green streets and regional BMPs, while the bottom panel provides more resolution for the BMP subcategories.

The pace of implementation for the EWMP Implementation Strategy is rapid due to the compliance dates specified in the LA River Metals TMDL (interim milestones in 2017 and 2024), Los Angeles Harbor Toxics TMDL ( compliance by 2032



scheduling of BMPs across all 18 jurisdictions to be implemented to achieve those Toxics TMDL ( compliance by 2032) and Los Angeles River Bacteria TMDL ( compliance by 2037). The





**Contributing EWMP Jurisdictions** 



## **ES.1.5** Adaptive Management Framework

One of the key components of the EWMP is the incorporation of an Adaptive Management Approach for evaluating monitoring data and "lessons learned" or experience gained during implementation to evaluate EWMP implementation progress. The Permit specifies that an adaptive management process will be revisited every two years to evaluate the EWMP and update the program. The EWMP strategy will evolve based on monitoring results by identifying updates to the EWMP Implementation Plan to increase its effectiveness.

## ES.1.6 EWMP Implementation Costs and Financial Strategy

The costs to implement the EWMP will require orders of magnitude increases in stormwater program funding. The capital costs to address Water Quality Priorities by 2037 is estimated at over \$6.0 billion, with total operations and maintenance costs exceeding \$210 million per year once fully implemented (see table below). Expenditures for the EWMP Implementation Strategy will be coordinated with other regional efforts to improve habitat, promote greenways and increase access to the LA River and its tributaries. In order to garner community support for financing the costs, the multi-benefits of the LID, green streets and regional projects will be quantified including improved aesthetics, increased recreational opportunity, water supply augmentation and climate change resiliency. The financial strategy presented in this EWMP outlines a set of multiple approaches that allows each jurisdiction to consider and select the strategies that best fit their specific preferences.

Meta	nt to 31% Is TMDL one (2017)	Milesto to 50% TMDL M	tals TMDL one (2017) 6 Metals Milestone 024)	Milestone Complia	als TMDL (2024) to nce with 1DL (2028)	50% Metals TMDL Milestone (2024) to Compliance with Bacteria TMDL (2037)		Total at	
Capital	O&M/yr	Capital	O&M/yr	Capital	O&M/yr	Capital	O&M/yr	Capital	O&M/yr
168.78	17.01	458.65	55.27	2,889.50	176.91	2,580.94	210.84	6,097.87	210.84

Costs in units of \$ million

# Section 1 Introduction

This Enhanced Watershed Management Program for the Upper Los Angeles River (ULAR EWMP) describes a customized compliance pathway that participating agencies will follow to address the pollutant reduction requirements of the 2012 Municipal Separate Storm Sewer System (MS4) Permit (Order No. R4-2012-0175; National Pollutant Discharge Elimination System [NPDES] Permit No. CAS004001). By electing the optional compliance pathway in the MS4 Permit, the Upper Los Angeles River Watershed Management Group (EWMP Group) has leveraged this EWMP to facilitate a robust, comprehensive approach to stormwater planning for the Upper Los Angeles River watershed. This EWMP builds upon multiple previously-developed planning efforts<sup>1</sup> and identifies a detailed implementation strategy that provides not only water quality improvement but also environmental, aesthetic, recreational, water supply and/or other community enhancements. The strategy has been developed through an extensive stakeholder coordination process including three public workshops and numerous one-on-one meetings.

A total of 19 MS4 Permittees comprise the EWMP Group ("Group members" or "jurisdictions") including the cities of Los Angeles (lead coordinating agency), Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City, plus the County of Los Angeles, and the Los Angeles County Flood Control District (LACFCD)<sup>2</sup>. The City of South El Monte<sup>3</sup> joined the original 18 Group members through a letter of intent<sup>4</sup> submitted February 26, 2015.

The vision for development of the EWMP was to utilize a multi-pollutant approach that maximizes the retention and use of urban runoff as a resource for groundwater recharge and irrigation, while also creating additional benefits for the communities in the ULAR watershed. This EWMP presents a toolbox of distributed and regional watershed control measures (see **Figure 1-1**) to address applicable stormwater quality regulations including the following:

- Low impact development: control measures implemented on parcels to retain stormwater runoff during rain events. For the EWMP, the Group members' LID ordinances are also incorporated. In addition, residential LID programs are incorporated to incentivize adoption of rain cisterns and other methods to reduce runoff from residential properties, while also facilitating community engagement and awareness. Group members will also implement LID retrofits on public parcels.
- **Green streets:** the right-of-way along streets offers a significant opportunity to implement control measures on public land. The EWMP includes extensive green streets to retain runoff from

 $<sup>^1</sup>$  A Work Plan for the ULAR EWMP was submitted to the Regional Board in June 2014. The Work Plan described the work efforts and analyses that support this EMWP development."

<sup>&</sup>lt;sup>2</sup> See Appendix 1A for background information on the Los Angeles County Flood Control District.

<sup>&</sup>lt;sup>3</sup> A portion of South El Monte drains to the San Gabriel River watershed, which is covered by this ULAR EWMP. Details on the analyses and results for the San Gabriel River portion of South El Monte are provided in Appendix 1B.

<sup>&</sup>lt;sup>4</sup> Letter of Intent to join EWMP and CIMP from Anthony Ybarra, City of South El Monte City Manager, to Sam Unger, California Regional Water Quality Control Board, Los Angeles Region Executive Officer, dated February 26, 2015.

roads and alleys. Green streets will potentially offer many other benefits to communities in terms of aesthetics, safety and increased property values.

- Regional projects: these control measures are an emphasis of the Permit because they are able to capture runoff from large upstream areas. The EWMP emphasizes implementation of regional projects, particularly those that are able to retain the 85<sup>th</sup> percentile, 24-hour storm event. The ULAR EWMP includes 128 regional BMPs, including multi-benefit regional projects that retain the storm water volume from the 85th percentile, 24-hour storm for the drainage areas tributary to the multi-benefit regional projects. In addition, the EWMP includes regional projects on private land to assure required pollutant reductions are achieved.
- Institutional control measures: these control measures can be cost-effective because they
  prevent transport of pollutants in the watershed without building structures. The MS4 Permit
  requires Group Members to implement minimum control measures (MCMs), which are a subset of
  institutional control measures that may be enhanced over the course of EWMP implementation.

Collectively, these measures make up the "EWMP Implementation Strategy" also referred to as the "recipe for compliance," for the Group members. The EWMP Implementation Strategy is quantitatively robust, as modeling was used to demonstrate that RWLs and/or WQBELs will be achieved by the identified control measures, via a Reasonable Assurance Analysis (RAA). Over time, through adaptive management, the EWMP Implementation Strategy will evolve based on monitoring results, lessons learned during implementation and other factors.

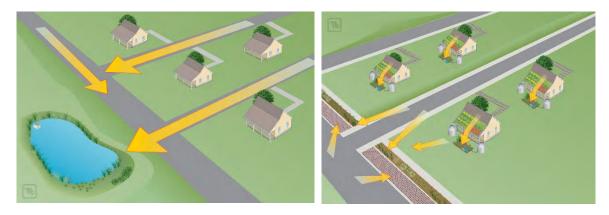


Figure 1-1. Conceptual Schematic of Regional (left) and Distributed (right) BMP Approaches

## 1.1 What Areas are Covered by this EWMP?

The area included in the ULAR EWMP is the largest of all the EWMP areas in Los Angeles County, approximately 485 square miles (**Figure 1-2**). The Los Angeles River is approximately 55 miles long, and five of six reaches lie within the ULAR EWMP area. The4 natural hydrology of the Los Angeles River watershed has been altered by channelization and the construction of dams and flood control reservoirs. The Los Angeles River and many of its tributaries are lined with concrete for most or all of their length. Soft-bottomed segments of the Los Angeles River occur where groundwater upwelling prevents armoring of the river bottom, most notably at the Glendale Narrows.

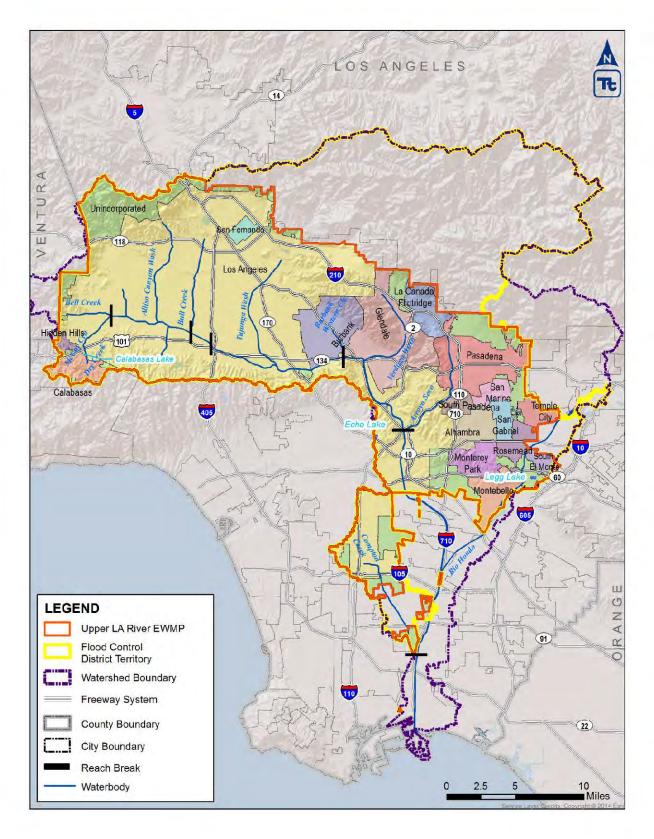


Figure 1-2. Upper Los Angeles River EWMP Area and Jurisdictions that Comprise the ULAR EWMP Group

The Los Angeles River is segmented into six reaches by the California Water Quality Control Plan, Los Angeles Region (Basin Plan) as follows: (listed from upstream to downstream; reach breaks are shown in **Figure 1-2**):

- Reach 6 begins at the headwaters of the Los Angeles River (the confluence of Arroyo Calabasas and Bell Creek) and extends to Balboa Boulevard.
- Reach 5 runs from Balboa Boulevard through the Sepulveda Basin.
- Reach 4 runs from Sepulveda Dam to Riverside Drive.
- Reach 3 runs from Riverside Drive to Figueroa Street.
- Reach 2 runs from Figueroa Street to Carson Street.
- Reach 1 runs from Carson Street to the estuary.

Major tributaries to ULAR EWMP area include Aliso Canyon Creek, Bell Creek, Bull Creek, Tujunga Wash, Burbank Western Channel, Arroyo Seco, Rio Hondo, and Compton Creek. The major water bodies in the ULAR EWMP area are summarized in **Table 1-1**. The ULAR EWMP area also includes Lake Calabasas, Echo Park Lake, and Legg Lake.

Waterbody	Associated Major Tributaries
LA River Reach 6	Dry Canyon Creek McCoy Creek Bell Creek Aliso Canyon Wash
LA River Reach 5	Bull Creek
LA River Reach 4	Pacoima Wash Tujunga Wash
LA River Reach 3	Burbank West Channel Verdugo Wash Arroyo Seco
LA River Reach 2	Rio Hondo Reach 2 and 3 Compton Creek
Echo Park Lake	
Legg Lake	
Calabasas Lake	

#### Table 1-1. Waterbodies within the ULAR EWMP Area

Collectively, the ULAR EWMP area makes up over 58 percent of the total LA River watershed area. A breakdown of the areas associated with the participating MS4 Permittees is provided in **Table 1-2**. All drainage infrastructure operated and maintained by the LACFCD within the ULAR EWMP area have been covered under this EWMP. It should be noted that agencies participating in the ULAR EWMP have no jurisdiction over the land owned by the State of California (i.e., California Department of Fish and Wildlife [CDFW], the State Lands Commission, and California Department of Transportation [Caltrans]) and the U.S. Government.

Agency	Land Area (Acres)	% of EWMP Area
City of Los Angeles	181,288.00	58.48
County of Los Angeles	41,048.07	13.24
LACFCD	NA	N/A
City of Alhambra	4,884.31	1.58
City of Burbank	11,095.20	3.58
City of Calabasas	4,005.68	1.29
City of Glendale	19,587.50	6.32
City of Hidden Hills	961.03	0.31
City of La Canada Flintridge	5,534.46	1.79
City of Montebello	5,356.38	1.73
City of Monterey Park	4,951.51	1.60
City of Pasadena	14,805.30	4.78
City of Rosemead	3,310.87	1.07
City of San Fernando	1,517.64	0.49
City of San Gabriel	2,644.87	0.85
City of San Marino	2,409.64	0.78
City of South El Monte	1,823.94	0.59
City of South Pasadena	2,186.20	0.71
City of Temple City	2,576.50	0.83
Area of ULAR EWMP Agencies	309,987.10	100

 Table 1-2. ULAR EWMP Agencies and Land Areas

# 1.2 Which Regulations are Motivating the EWMP?

While the EWMP comprises a multi-faceted document/program that is far broader than stormwater compliance, its fundamental purpose is to respond to regulatory requirements. Elements of the regulatory framework, including the MS4 Permit and applicable schedules for total maximum daily loads (TMDLs), are described in the following subsections.

## 1.2.1 Major Elements of the 2012 MS4 Permit

The Los Angeles Regional Water Quality Control Board (LARWQCB) adopted Waste Discharge Requirements for MS4 discharges within the Coastal Watersheds of Los Angeles County, except those discharges originating from the City of Long Beach MS4 (Order No. R4-2012-0175; NPDES Permit No. CAS004001) on November 8, 2012 (referred to herein as the MS4 Permit or Permit). The MS4 Permit, which became effective on December 28, 2012, applies to the LACFCD, County of Los Angeles and 84 incorporated cities within Los Angeles County, including cities in the ULAR watershed. The MS4 Permit replaces the 2001 MS4 permit.

The 2012 MS4 Permit contains effluent limitations, receiving water limitations (RWLs), minimum control measures (MCMs), and TMDL provisions, and outlines the process for developing watershed management programs, including the EWMP. The MS4 Permit incorporates the TMDL Wasteload

Allocations (WLAs) applicable to dry- and wet- weather as water quality based effluent limits (WQBELs) and/or RWLs. Section V.A of the Permit requires compliance with the WQBELs as outlined by the respective TMDLs. The EWMP provides a compliance pathway for attaining these limitations, as described in the next subsection.

The MS4 Permit also requires Permittees to implement MCMs to protect water quality in receiving waters (Part VI.D). Unlike previous Permits, the 2012 Permit allows for the modification of MCMs to more effectively address the highest priority water quality conditions. Permittees can evaluate current MCMs, identify potential modifications that will address Water Quality Priorities, and provide justification for modification and/or elimination of any MCM that is determined to not be applicable to the Permittee (with the exception of MCMs in the Planning and Land Development Program, which may not be eliminated). At this time, no Group members have elected to formally customize their MCMs, but may choose to do so over the course of EWMP implementation. Customization may include replacement of an MCM for a more effective measure, reduced implementation of an MCM, augmented implementation of the MCM, focusing the MCM on the water quality priority (WQP), or elimination of an MCM.

## **1.2.2** Role of EWMP for Permit Implementation

The EWMP provides a compliance pathway for attaining RWLs and WQBELs limitations. The definition of an EWMP, provided in Permit Section VI.C.1.g., is as follows:

"EWMP is one that comprehensively evaluates opportunities, within the participating Permittees' collective jurisdictional area in a Watershed Management Area, for collaboration among Permittees and other partners on multi-benefit regional projects that, wherever feasible, retain (i) all non-storm water runoff and (ii) all storm water runoff from the 85th percentile, 24-hour storm event for the drainage areas tributary to the projects, while also achieving other benefits including flood control and water supply, among others. In drainage areas within the EWMP area where retention of the 85th percentile, 24-hour storm event is not feasible, the EWMP shall include a Reasonable Assurance Analysis (RAA) to demonstrate that applicable WQBELs and RWLs shall be achieved through implementation of other watershed control measures. An EWMP shall:

i. Be consistent with the provisions in Part VI.C.1.a.-f and VI.C.5-C.8;

ii. Incorporate applicable State agency input on priority setting and other key implementation issues;

iii. Provide for meeting water quality standards and other CWA obligations by utilizing provisions in the CWA and its implementing regulations, policies and guidance;

iv. Include multi-benefit regional projects to ensure that MS4 discharges achieve compliance with all WQBELs set forth in Part VI.E. and do not cause or contribute to exceedances of receiving water limitations in Part V.A. by retaining through infiltration or capture and reuse the storm water volume from the 85th percentile, 24-hour storm for the drainage areas tributary to the multi-benefit regional projects.;

v. In drainage areas where retention of the storm water volume from the 85th percentile, 24hour event is not technically feasible, include other watershed control measures to ensure that MS4 discharges achieve compliance with all interim and WQBELs set forth in Part VI.E. with compliance deadlines occurring after approval of a EWMP and to ensure that MS4 discharges do not cause or contribute to exceedances of receiving water imitations in Part V.A.;

vi. Maximize the effectiveness of funds through analysis of alternatives and the selection and sequencing of actions needed to address human health and water quality related challenges and non-compliance;

vii. Incorporate effective innovative technologies, approaches and practices, including green infrastructure;

viii. Ensure that existing requirements to comply with technology-based effluent limitations and core requirements (e.g., including elimination of non-storm water discharges of pollutants through the MS4, and controls to reduce the discharge of pollutants in storm water to the maximum extent practicable) are not delayed;

ix. Ensure that a financial strategy is in place."

The ULAR EWMP meets all of these requirements as prescribed by the Permit.

#### **1.2.3** Applicable TMDLs and Implementation Schedules

A primary driver of the extent and scheduling of control measures that make up the EWMP Implementation Strategy are the applicable TMDLs in the LA River watershed. Section 303(d) of the Clean Water Act (CWA) requires states to prepare a list of water bodies that do not meet water quality standards and establish for each of these water bodies load and waste load allocations (load refers to pollutants), that is, a TMDL that will ensure attainment of water quality standards. A TMDL represents an amount of pollution that can be released by anthropogenic and natural sources of a watershed into a specific water body without causing a decline in water quality and beneficial uses. Unlike federal law, State law requires Regional Boards to include an implementation plan for TMDLs and these plans generally include compliance schedules.

A summary of the existing TMDLs for the ULAR is presented in the following tables:

- **Table 1-3** presents TMDLs developed for water bodies within the ULAR EWMP area and also TMDLs for downstream waterbodies.
- **Table 1-4** (mainstem and tributaries) and **Table 1-5** (lakes) show where the Permit assigns WQBELs, RWLs, or WLAs to Permittees within the ULAR EWMP area. The numeric WQBELs and RWLs as well as the WLAs for the USEPA TMDLs listed in **Table 1-3** and **Table 1-4** can be found in Attachments N and O of the Permit.
- A summary of the WLAs contained within these TMDLs applicable to participants in the ULAR EWMP area is provided in **Appendix 1.A**. These WLAs provide the overall water quality targets to be achieved through implementation of the EWMP and are key considerations for the RAA.
- Some of the Regional Board-adopted TMDLs presented in **Table 1-3** required responsible parties to submit a TMDL Implementation Plan to describe how they would achieve compliance with the WLAs. The cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South Pasadena, and Temple City, and Caltrans submitted TMDL Implementation Plans to address the impairments contained within the Metals TMDL. Additionally, the County of Los

Angeles and LACFCD submitted an integrated TMDL Implementation Plan to address multiple impairments. Once approved, the ULAR EWMP will take the place of those individual TMDL Implementation Plans.

TMDL	LARWQCB Resolution Number	Effective Date and/or EPA Approval Date
LA River Nitrogen Compounds and Related Effects	2003-009	03/23/2004
LA River Nitt ogen compounds and Related Effects	2012-010 (amended)	08/07/2014
Legg Lake Trash TMDL	2007-010	03/06/2008
LA River Trash	2007-012	09/23/2008
LA River Metals TMDL	2007-014	10/29/2008
	2010-003 (amended)	11/03/2011
LA River Bacteria TMDL	2010-007	03/23/2012
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL	2011-008	03/23/2012
Los Angeles Area Lakes TMDLs for Lake Calabasas, Echo Park Lake, and Legg Lake	NA (USEPA TMDL)	03/26/2012

TMDL	Constituent	LA River Reaches 1 – 6	Compton Creek	Rio Hondo R1 – R3	Arroyo Seco	Verdugo Wash	Burbank Western Channel	Tujunga Wash	Bell Creek	Bull Creek Aliso Canyon Wash McCoy Canyon Dry Canyon
LAR Trash	Trash	E	E	E	E	E	E	E	E	E
	Ammonia -N	E	E	E	E	E	E	E	E	E
LAR	Nitrate – N	E	E	E	E	E	E	E	E	E
Nutrients	Nitrite – N	E	E	E	E	E	E	E	E	E
	Nitrate as N + Nitrite as N	E	E	E	E	E	E	E	E	E
	Copper and Lead (dry and wet weather)	E	E	E1	E	E	E	E	E	
LAR Metals	Zinc (dry weather)			E1						
	Zinc (wet weather)	E	E	E	E	E	E	E	E	
	Cadmium (wet weather)	E	E	E	E	E	E	E	E	
DC and LA/LB Harbors Toxics	Sediment: DDTs, PCBs, Copper, Lead, Zinc, PAHs									
LAR Bacteria	E. coli	E/R	E/R	E/R	E/R	E/R	E/R	E/R	E/R	E/R

Table 1-4. Applicability of WQBELs and RWLs Associated with TMDLs as Identified in the Perm	it

Note that unless explicitly stated as sediment, constituents are associated with the water column

E – Effluent limit established based on a TMDL.

R – Receiving water limit established based on a TMDL.

1 – The dry weather metals limits only apply to Rio Hondo Reach 1.

		Lake				
TMDL	Constituents	Legg	Calabasas	Echo Park		
Legg Lake Trash TMDL	Trash	E				
	Total-P	WLA	WLA	WLA		
	Total-N	WLA	WLA	WLA		
	Trash			WLA		
USEPA Lakes TMDLs	PCBs (water and sediment)			WLA		
	Chlordane (water and sediment)			WLA		
	Dieldrin (water and sediment)			WLA		

# Table 1-5. Applicability of Water Quality Based Effluent Limitations and/or Wasteload Allocations Associated with TMDLs for Lakes as Identified in the Permit

Note that unless explicitly stated as sediment, constituents are associated with the water column.

E – Effluent limit established based on a TMDL.

PCB – polychlorinated biphenyls

WLA – Wasteload Allocation assigned in a USEPA TMDL, but not included as effluent or receiving water limitations.

## 1.3 EWMP Overview

The remainder of this EWMP includes the following sections:

- **Section 2 Legal Authority:** Presents the legal authority of each participating Permittee to implement or compel implementation of watershed control measures.
- Section 3 Priorities for Water Quality Compliance: Presents the process to identify and prioritize water quality impairments in the watershed based on review of available monitoring data. The water quality prioritization process of the Permit was used to determine the water body-pollutant combinations (WBPCs) that will be addressed by the EWMP. Note the EWMP Group has also developed a Coordinated Integrated Monitoring Program (CIMP) to collect water quality data and measure the effectiveness of the EWMP.
- Section 4 Overview of EWMP Control Measures: Regional Projects and Integration with Related Planning Efforts: Provides an overview of the benefits and role of regional projects in the EWMP and the detailed screening and analysis process used to prioritize regional project opportunities in the ULAR watershed. In addition, this section highlights *signature* regional projects that have been evaluated through detailed conceptual level designs by each of the EWMP Group members. ly, EWMP incorporates and will align with other regional planning efforts underway by many other agencies and organizations (e.g., the LA River Ecosystem Restoration Feasibility Study and the Stormwater Capture Master Plan),
- Section 5 Overview of EWMP Control Measures: Green Infrastructure and Institutional Control Measures: Complementary to the regional BMP program introduced in Section 4, robust green infrastructure programs will be critical to achieving water quality compliance in the Upper LA River watershed. This section provides a summary of the green infrastructure programs within the EWMP and highlights several signature projects as an example of the types of efforts that are upcoming and ongoing.

- Section 6 Reasonable Assurance Analysis Approach: A key element of the EWMP is the RAA, which is prescribed by the Permit as a process to demonstrate "that the activities and control measures...will achieve applicable WQBELs and/or RWLs with compliance deadlines during the Permit term." This section details how the RAA was used to evaluate the many different scenarios/combinations of institutional, distributed and regional control measures that could potentially be used to comply with the RWLs and WQBELs of the Permit, and was then used to select the control measures specified in the EWMP Implementation Strategy.
- Section 7 Detailed EWMP Implementation Strategy and Compliance Schedule: Outlines
  the output of the RAA process, referred to as the EWMP Implementation Strategy. This strategy
  can be thought of as the "recipe for compliance" for each jurisdiction to address Water Quality
  Priorities and comply with the provisions of the MS4 Permit. Through the RAA, a series of
  quantitative analyses were used to identify the capacities of Low Impact Development (LID),
  green streets and regional BMPs that comprise the EWMP Implementation Strategy and assure
  those control measures will address the Water Quality Priorities.
- Section 8 Compliance Determination and Adaptive Management Framework: Provides an overview of the compliance determination process and the adaptive management framework. The adaptive management process will be revisited every two years to evaluate the EWMP and update the program as necessary. As part of the process, the EWMP may be adapted and modified over time to become more effective as new program elements are implemented and information is gathered
- Section 9 EWMP Implementation Costs and Financial Strategy: Presents the financial strategy for addressing the additional costs of compliance with the 2012 MS4 Permit as a result of the extensive set of BMPs required for compliance. In the context of the EWMP, the financial strategy is deemed to represent the strategic options available to the Permittees for financing the program costs associated with the new MS4 Permit.
- Section 10 References: Contains a list of references cited in the EWMP.

Subwatershed	Street Name	Drainage Configuration	Centerline Length (ft)
615880	(unknown)	Bioretention (No Underdrains)	892
615880	Ashbourne Dr	Bioretention (No Underdrains)	29
615880	Camden Ave	Bioretention (No Underdrains)	730
615880	Camden Pkwy	Bioretention (No Underdrains)	1,066
615880 615880	Court Ave	Bioretention (No Underdrains)	434
615880	E Huntington Dr Garfield Ave	Bioretention (No Underdrains) Bioretention (No Underdrains)	1,528
615880	Garfield Rd	, ,	
615880	Huntington Dr	Bioretention (No Underdrains) Bioretention (No Underdrains)	1,081 165
615880	la Senda Pl	Bioretention (No Underdrains)	927
615880	N Curtis Ave	Bioretention (No Underdrains)	927
615880	N Dos Robles Pl	Bioretention (No Underdrains)	31
615880	N Marguerita Ave	Bioretention (No Underdrains)	20
615880	Oak St	Bioretention (No Underdrains)	25
615880	Olive Ave	Bioretention (No Underdrains)	637
615880	W Huntington Dr	Bioretention (No Underdrains)	165
615880	W Pine St	Bioretention (No Underdrains)	880
615980	(unknown)	Bioretention (No Underdrains)	15
615980	Amberwood Dr	Bioretention (No Underdrains)	632
615980	Brent Ave	Bioretention (No Underdrains)	50
615980	Chelten Way	Bioretention (No Underdrains)	15
615980	Chelton Way	Bioretention (No Underdrains)	15
615980	Clark Pl	Bioretention (No Underdrains)	143
615980	Ellincourt Dr	Bioretention (No Underdrains)	501
615980	Foothill St	Bioretention (No Underdrains)	389
615980	Garfield Ave	Bioretention (No Underdrains)	4,044
615980	Garfield Rd	Bioretention (No Underdrains)	4.044
615980	Grevelia St	Bioretention (No Underdrains)	986
615980	Hardison Ln	Bioretention (No Underdrains)	269
615980	Hardison Pl	Bioretention (No Underdrains)	284
615980	Hope St	Bioretention (No Underdrains)	6
615980	Las Flores Dr	Bioretention (No Underdrains)	51
615980	Le Droit Dr	Bioretention (No Underdrains)	627
615980	Milan Ave	Bioretention (No Underdrains)	1,608
615980	Mill Rd	Bioretention (No Underdrains)	286
615980	Mission Aly	Bioretention (No Underdrains)	73
615980	Mission St	Bioretention (No Underdrains)	1,111
615980	Mockingbird Ln	Bioretention (No Underdrains)	259
615980	Monterey Rd	Bioretention (No Underdrains)	1,194
615980	Montrose Ave	Bioretention (No Underdrains)	1,968
615980	Montrose Ln	Bioretention (No Underdrains)	602
615980	North Aly	Bioretention (No Underdrains)	206
615980	Oxley St	Bioretention (No Underdrains)	967
615980	Palermo Ln	Bioretention (No Underdrains)	105
615980	Park Ave	Bioretention (No Underdrains)	69
615980	Pico Aly	Bioretention (No Underdrains)	66
615980	Raymond Hill Rd	Bioretention (No Underdrains)	268
615980	Raymondale Dr	Bioretention (No Underdrains)	563
615980	South Aly	Bioretention (No Underdrains)	25
615980	Stratford Ln	Bioretention (No Underdrains)	18
615980	W State St	Bioretention (No Underdrains)	129
616080	Garfield Ave	Bioretention (No Underdrains)	128
616080	Garfield Rd	Bioretention (No Underdrains)	128
616080	Hardison Ln	Bioretention (No Underdrains)	21
616080	Hardison PI	Bioretention (No Underdrains)	3
616080	Raymond Hill Rd	Bioretention (No Underdrains)	73
636280	(unknown)	Biofiltration (Underdrains)	1,355
636280	Alpha St	Biofiltration (Underdrains)	1,039
636280	Alta Vista Ave	Biofiltration (Underdrains)	309
636280	Alta Vista Cir	Biofiltration (Underdrains)	62
636280	Bank St	Biofiltration (Underdrains)	364
636280	Beech St	Biofiltration (Underdrains)	290
636280	Berkshire Ave	Biofiltration (Underdrains)	144
636280	Bonita Dr	Biofiltration (Underdrains)	245
636280	Braewood Ct	Biofiltration (Underdrains)	29
636280	Cam Cerrado	Biofiltration (Underdrains)	356
636280	Cam del Cielo	Biofiltration (Underdrains)	299
636280	Cam del Sol	Biofiltration (Underdrains)	1,239
	1	1 /	

## Table 6.E-18. Screened Green Street Opportunities Considered in the EWMP for City of South Pasadena

Subwatershed	Street Name	Drainage Configuration	Centerline Length (ft)
636280	Cam Verde	Biofiltration (Underdrains)	944
636280	Cambridge Pl	Biofiltration (Underdrains)	533
636280	Collier Aly Diamond Ava	Biofiltration (Underdrains)	868
636280 636280	Diamond Ave Driveway	Biofiltration (Underdrains)	2,578 42
636280	E Moffatt St	Biofiltration (Underdrains) Biofiltration (Underdrains)	42
636280	el Centro St	Biofiltration (Underdrains)	403
636280	el Cerrito St el Cerrito Cir	Biofiltration (Underdrains)	239
636280	el Coronado St	Biofiltration (Underdrains)	371
636280	el Tesorito St	Biofiltration (Underdrains)	172
636280	Fairview Ave	Biofiltration (Underdrains)	500
636280	Flores de Oro	Biofiltration (Underdrains)	653
636280	Gillette Crescent St	Biofiltration (Underdrains)	790
636280	Glendon Ct	Biofiltration (Underdrains)	473
636280	Glendon Ln	Biofiltration (Underdrains)	244
636280	Glendon Way	Biofiltration (Underdrains)	1,180
636280	Hanscom Dr	Biofiltration (Underdrains)	121
636280	Hill Dr	Biofiltration (Underdrains)	35
636280	Illinois Dr	Biofiltration (Underdrains)	70
636280	Indiana Ave	Biofiltration (Underdrains)	1,419
636280	Indiana Pl	Biofiltration (Underdrains)	2
636280	Indiana Ter	Biofiltration (Underdrains)	52
636280	la Bellorita St	Biofiltration (Underdrains)	236
636280	la Fremontia St	Biofiltration (Underdrains)	1,042
636280	la Manzanita St	Biofiltration (Underdrains)	154
636280	la Portada St	Biofiltration (Underdrains)	423
636280	la Terraza St	Biofiltration (Underdrains)	268
636280	Las Palmitas St	Biofiltration (Underdrains)	460
636280	Loma Vista Ct	Biofiltration (Underdrains)	188
636280	Long Driveway	Biofiltration (Underdrains)	32
636280	Los Alisos	Biofiltration (Underdrains)	206
636280	Los Espacios	Biofiltration (Underdrains)	55
636280	Los Laureles St	Biofiltration (Underdrains)	174
636280	Lyndon St	Biofiltration (Underdrains)	759
636280	Maple St	Biofiltration (Underdrains)	300
636280	Maycrest Ave	Biofiltration (Underdrains)	512
636280	Meridian Ave	Biofiltration (Underdrains)	5,851
636280	Meridian Pl	Biofiltration (Underdrains)	189
636280	Monterey Rd	Biofiltration (Underdrains)	2,019
636280	Mountain View Ave	Biofiltration (Underdrains)	101
636280	N Maycrest Ave	Biofiltration (Underdrains)	26
636280	N Van Horne Ave	Biofiltration (Underdrains)	3
636280	No Name St/large Aly	Biofiltration (Underdrains)	18
636280	Oak Crest Ave	Biofiltration (Underdrains)	479
636280	Oak St	Biofiltration (Underdrains)	921
636280	Orange Grove Ave	Biofiltration (Underdrains)	620
636280	Pacific Aly	Biofiltration (Underdrains)	341
636280	Pico Aly	Biofiltration (Underdrains)	260
636280	Pine St	Biofiltration (Underdrains)	375
636280	Rollin St	Biofiltration (Underdrains)	787
636280	Saint Albans Ave	Biofiltration (Underdrains)	83
636280	Santa Fe Ln	Biofiltration (Underdrains)	170
636280	Santa Teresa	Biofiltration (Underdrains)	1,144
636280	Summit Dr	Biofiltration (Underdrains)	383
636280	Throop Aly	Biofiltration (Underdrains)	295
636280	Valley View Rd	Biofiltration (Underdrains)	760
636280	Van Horne Ave	Biofiltration (Underdrains)	3
636280	Via del Rey	Biofiltration (Underdrains)	4,244
636280	Wolford Ln	Biofiltration (Underdrains)	79
636480	(unknown)	Bioretention (No Underdrains)	6,627
636480	Amberwood Dr	Bioretention (No Underdrains)	392
636480	Amherst Dr	Bioretention (No Underdrains)	916
636480	Ashbourne Dr	Bioretention (No Underdrains)	7
636480	Avon Pl	Bioretention (No Underdrains)	604
636480	Bank St	Bioretention (No Underdrains)	2,026
636480	Beacon Ave	Bioretention (No Underdrains)	408
636480	Beech St	Bioretention (No Underdrains)	1,313
636480	Brent Ave	Bioretention (No Underdrains)	2,391
636480	Buena Vista Ln	Bioretention (No Underdrains)	50
636480	Buena Vista St	Bioretention (No Underdrains)	1,067
636480	Bushnell Ave	Bioretention (No Underdrains)	1,343

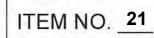
Subwatershed	Street Name	Drainage Configuration	Centerline Length (ft)
636480	Camden Pkwy	Bioretention (No Underdrains)	32
636480	Cedar Crest Ave	Bioretention (No Underdrains)	12
636480	Central Aly	Bioretention (No Underdrains)	82
636480 636480	Chelten Way	Bioretention (No Underdrains)	1,017
636480	Chelton Way	Bioretention (No Underdrains)	1,017
636480	Clark Pl	Bioretention (No Underdrains)	71
636480	Columbia Aly	Bioretention (No Underdrains)	31 31
	Columbia Ln	Bioretention (No Underdrains)	
636480	Crestlake Ave	Bioretention (No Underdrains)	856
636480	Diamond Ave	Bioretention (No Underdrains)	1,714
636480	Donaldo Ct	Bioretention (No Underdrains)	301
636480	E Huntington Dr	Bioretention (No Underdrains)	73
636480	Edgewood Dr	Bioretention (No Underdrains)	1,357
636480	Edison Ln	Bioretention (No Underdrains)	784
636480	el Centro St	Bioretention (No Underdrains)	2,204
636480	Elmpark St	Bioretention (No Underdrains)	521
636480	Empress Ave	Bioretention (No Underdrains)	851
636480	Exchange Ln	Bioretention (No Underdrains)	973
636480	Fair Oaks Aly	Bioretention (No Underdrains)	29
636480	Fair Oaks Ave	Bioretention (No Underdrains)	5,525
636480	Fairview Ave	Bioretention (No Underdrains)	2,676
636480	Fletcher Ave	Bioretention (No Underdrains)	3,297
636480	Foothill St	Bioretention (No Underdrains)	1,203
636480	Fremont Ave	Bioretention (No Underdrains)	8,733
636480	Fremont Ln	Bioretention (No Underdrains)	493
636480	Grace Dr	Bioretention (No Underdrains)	720
636480	Grevelia St	Bioretention (No Underdrains)	64
636480	Highland Aly	Bioretention (No Underdrains)	274
636480	Highland St	Bioretention (No Underdrains)	508
636480	Hope Ct	Bioretention (No Underdrains)	59
636480	Hope St	Bioretention (No Underdrains)	3,050
636480	Hopewell Ln	Bioretention (No Underdrains)	659
636480	Huntington Dr	Bioretention (No Underdrains)	6,220
636480	Huntington Ln	Bioretention (No Underdrains)	1,663
636480	la France Ave	Bioretention (No Underdrains)	1,957
636480	Laurel St	Bioretention (No Underdrains)	2,532
636480	Leman St	Bioretention (No Underdrains)	827
636480		Bioretention (No Underdrains)	608
636480	Library Ln	, ,	2,497
636480	Lyndon St	Bioretention (No Underdrains)	
	Magnolia Ln	Bioretention (No Underdrains)	346
636480	Magnolia St	Bioretention (No Underdrains)	790
636480	Maple St	Bioretention (No Underdrains)	2,121
636480	Maple Way	Bioretention (No Underdrains)	240
636480	Marengo Aly	Bioretention (No Underdrains)	27
636480	Marengo Ave	Bioretention (No Underdrains)	6,115
636480	Meridian Ave	Bioretention (No Underdrains)	1,487
636480	Milan Ave	Bioretention (No Underdrains)	5,750
636480	Mission Aly	Bioretention (No Underdrains)	253
636480	Mission St	Bioretention (No Underdrains)	3,765
636480	Mockingbird Ln	Bioretention (No Underdrains)	2
636480	Monterey Rd	Bioretention (No Underdrains)	3,571
636480	Mound Ave	Bioretention (No Underdrains)	<mark>2,619</mark>
636480	N Bushnell Ave	Bioretention (No Underdrains)	35
636480	N Electric Ave	Bioretention (No Underdrains)	35
636480	N Huntington Dr	Bioretention (No Underdrains)	988
636480	No Name St/large Aly	Bioretention (No Underdrains)	49
636480	North Aly	Bioretention (No Underdrains)	150
636480	Oak Meadow Ln	Bioretention (No Underdrains)	319
636480	Oak St	Bioretention (No Underdrains)	5,563
636480	Oaklawn Ave	Bioretention (No Underdrains)	1,359
636480	Oliver St	Bioretention (No Underdrains)	269
636480	Oneonta Aly	Bioretention (No Underdrains)	996
636480	Oneonta Knoll St	Bioretention (No Underdrains)	849
636480	Orange Grove Ave	Bioretention (No Underdrains)	88
636480	Oxley Aly	Bioretention (No Underdrains)	330
636480	Oxley St	Bioretention (No Underdrains)	3,589
636480	Ozmun Ct	Bioretention (No Underdrains)	49
636480	Pacific Aly	Bioretention (No Underdrains)	1,090
636480		, ,	624
	Palermo Ln Park Ave	Bioretention (No Underdrains) Bioretention (No Underdrains)	1,823
636480			

	TAR B PERFO	CLIANCE GETS: MP RMANCE DAL	EWMP IMPLEMENTATION PLAN: APPROACH TO ACHIEVE COMPLIANCE TARGETS, SUBJECT TO ADAPTIVE MANAGEMENT (BMP capacity expressed in units of acre-feet)												
	For Metals by 2028	For Bacteria by 2037		For Metals Attainment by 2028									For Bacteria Attainment by 2037		
Subwatershed ID	24-hour Volume Managed (acre-ft)	Additional 24-hour Volume Managed (acre-ft)	% Load Reduction Critical Condition	Low-Impact Development			Streets	Regional BMPs				ity		. <u>a</u> .	
				Ordinance	Planned LID	Public LID	Residential LID	Green Streets	Very High (public, owned)	High (public, owned)	Medium (public, non-owned)	Private	Total BMP Capacity (acre-ft)	Regional BMPs (private)	Cumulative BMP Capacity for both Metals and Bacteria (acre-ft)
636280	2.08	1.74	26%	0.19		0.00	0.58	1.03		1.60		0.00	3.4	1.74	5.1
636480	15.10	4.69	36%	0.43		0.04	0.74	6.92	0.05	4.52		0.65	<mark>13.3</mark>	4.69	18.0
639580	2.57	0.18	35%	0.03			0.13	0.02		3.60			3.8	0.18	4.0
Total	19.8	6.6	34%	0.6	0.0	0.0	1.4	8.0	0.0	9.7	0.0	0.6	20.5	6.6	27.1

## Table 7A-40. South Pasadena, LA River-below Sepulveda Basin: RAA Output and EWMP Implementation Plan for Final Compliance



City Council Agenda Report



DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager DVM for AC
PREPARED BY:	H. Ted Gerber, Director of Public Works
SUBJECT:	Reauthorize Appropriation and Approve of a Professional Services Agreement with Alta Planning + Design, Inc. for the Development of the 2022 and 2023 Slow Streets Program, in an Amount Not-to-Exceed \$255,570

#### Recommendation

It is recommended that the City Council:

- Reauthorize appropriation of \$150,000 from the General Fund Undesignated Reserves into Fiscal Year 2022-2023 Public Works Administration Professional Services Account No. 101-6010-6011-8170-000, that was previously authorized by the City Council in the FY 2021-2022, and was not utilized. Authorize an additional \$105,570 for the Slow Streets Program from the General Fund Undesignated Reserves into FY 2022-2023 Public Works Administration Professional Services Account No. 101-6010-6011-8170-000, to accommodate expanded community outreach, additional traffic analysis modeling, as well as parklet design, use guidelines, and installation support;
- Approve a Professional Services Agreement with Alta Planning + Design, Inc. for development of the 2022 and 2023 Slow Streets Program, including project initiation/administration, community outreach, design, monitoring, installation, project evaluation, and optional items to develop parklet designs, for a not-toexceed amount of \$255,570, including \$232,336 for the proposed amount, and a \$23,234 (10%) contingency; and
- 3. Authorize the City Manager to execute related documents to this agreement.

#### Background

The City's Slow Streets Program is intended to provide space for residents to safely walk and ride, and to support local businesses' use of outdoor space for dining or other purposes. This is accomplished by installing temporary program equipment along streets. In residential areas, this takes the form of temporary striping, curb extensions using reflective delineators, and bicycle lanes using short-term paint/tape and signs. In business areas the same elements are utilized, however temporary parklet structures are added to create usable street space, and other placemaking elements like furniture, plants, and art pieces are also incorporated.

Slow Streets Program October 19, 2022 Page 2 of 3

At the height of the COVID-19 pandemic, the City outreached to businesses to gather input on interest in development temporary outdoor seating and spaces in an effort to support the business community at a time when indoor activities were limited and patrons felt more comfortable outdoors. Today, the Slow Streets Program looks to solicit further input, and transition the temporary uses to permanent uses.

At the end of 2021, Public Works had completed the pre-design outreach and prepared preliminary engineering drawings illustrating the striping, curb extensions, parking and parklet layouts and dimensions to properly install program equipment and demonstration improvements along Mission Street, Hermosa Street, Grand Avenue, and Oak Street. Public Works was able to utilize a \$420,000 LA Metro Cycle 3 Open Streets Grant to purchase many of these components. The remaining program equipment that was pending delivery arrived in September 2022.

#### Analysis

Alta Planning + Design, Inc., the design team that conducted the 2021 work, along with sub-consultants Arroyo Group, Active San Gabriel Valley (ActiveSGV), and Iteris, Inc. have submitted a new scope, budget, and schedule to resume the project in 2022. The scope includes project initiation/administration, community outreach, design, monitoring, the residential section installation, project evaluation, and optional items to develop parklet designs. The temporary traffic control and physical installation of equipment along Mission Street will be completed by a separately contracted vendor with the project team's support. The proposed agreement is presented in the Attachment to this report. The consultant requested several minor changes to the City's professional standard applied, adding language to section 9 to clarify the City's risk in ownership of the written products, and adding language to section 13.1 to clarify the consultant's reliance on City provided materials, and the obligation to notify in becoming aware of any error, omission, or inconsistency.

A robust community engagement plan will be implemented consisting of a community design process before installation, continuing education and outreach during installation, and final feedback at the end of the 6-month installation period. Prior to installation, the project team will host a pop-up event, an open house, and two community stakeholder meetings, before the final design is brought to City Council for approval. This will provide several opportunities for stakeholders to voice input on placemaking components, such as parklets, planters, parking, or other programming. Stakeholders can also expect to see promotional materials and a door-to-door notification before the installation. During installation, the project team will provide five Farmer's Market pop-ups as part of its ongoing solicitation of input, while also operating a project website and conducting digital and paper-based surveys. At the end of the 6-month installation period, the project team will hold a final community meeting and develop an evaluation report, which will include an assessment of the design's observable performance, and an evaluation of the community's experience during and at the conclusion of the program.

Slow Streets Program October 19, 2022 Page 3 of 3

Though there was an initial discussion of implementing the Mission Street installation by the end of 2022, Staff have determined that this timeline is not feasible, and the schedule has been extended to accommodate the delay of equipment delivery, the desired length of public outreach, onboarding staff resources, and the anticipated level of Commission and Council engagement. The proposed schedule identifies a six-month installation, as discussed at a previous MTIC meeting, that would begin in Spring 2023 and could remain in place through the 2023 holiday season, and possibly later if successful.

## **Fiscal Impact**

On February 16, 2022, during the FY 2021-2022 Mid-Year Budget Update, City Council authorized the appropriation of \$150,000 from the General Fund Undesignated Reserves into FY 2022-2023 Public Works Administration (GF) Professional Services Account No. 101-6010-6011-8170-000 for the Slow Streets Program. This amount was not utilized as the program did not move forward in FY 2021-2022. Staff is recommending the previously appropriated \$150,000, as well as an additional \$105,570 (\$255,570 total) for expanded program elements, are appropriated by the Council from the General Fund Undesignated Reserves into FY 2022-2023 Public Works Administration (GF) Professional Services Account No. 101-6010-6011-8170-000. The \$255,570 includes \$232,336 for the proposed amount, and a \$23,234 (10%) contingency.

In August 2022, the City was awarded a grant of up to \$45,000 from the San Gabriel Valley Council of Governments (SGVCOG) toward the implementation of the Slow Streets Program with ActiveSGV. The grant is contingent on the funds being spent and the demonstration in place by November 15, 2023.

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

On August 16, 2022, the Mobility and Transportation Infrastructure Commission recommended to the City Council to approve moving forward with the proposed Slow Streets Program.

#### **Environmental Analysis**

Installation of temporary equipment for a demonstration program has no permanent effects on the environment, and is therefore exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15304 (e), Class 4 "minor alterations to land." Creation of temporary bicycle lanes on existing rights-of-way is also CEQA exempt in accordance with Article 19, Section 15304 (h), Class 4 "minor alterations to land."

#### Public Notification of Agenda Item

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

Attachment: Professional Services Agreement

# ATTACHMENT

Professional Services Agreement with Alta Planning + Design, Inc.

#### PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

#### (City of South Pasadena / Alta Planning + Design, Inc.)

#### 1. IDENTIFICATION

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

#### 2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Slow Streets Program Implementation**.
- 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": see Exhibit A
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

Professional Services Agreement – Consultant Services Page 1 of 15

## 21 - 5

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 Two Hundred and Fifty-Five Thousand and Five Hundred Seventy Dollars (**\$255,570**), including \$232,336 for the proposed work, and \$23,234 (10%) as a contingency.
- 3.5. "Commencement Date": October 20, 2022.
- 3.6. "Termination Date": A date on which the Public Works Director deems the work complete, but no later than June 30, 2024.

## 4. TERM

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

## 5. CONSULTANT'S DUTIES

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

Professional Services Agreement – Consultant Services Page 2 of 15 locality under the same or similar circumstances during the same period of time (Standard of Care) and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance use the reasonable Standard of Care to comply 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. **Emily Duchon** 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

Professional Services Agreement - Consultant Services

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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 in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

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

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

### 8. PREVAILING WAGES

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

#### 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be<u>come</u> and remain the property of City <u>upon payment in full to Consultant</u> 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. Any use except for the specific <u>purpose intended by this Agreement will be at the user's sole risk and without liability</u> <u>or legal exposure to Consultant.</u>

#### **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.

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- 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: **Slow Streets Program Implementation**

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- 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:

• Pro	ofessional Liability Insurance:	\$2,000,000 per occurrence, \$2,000,000 aggregate
• Ge	neral Liability:	
•	General Aggregate:	\$2,000,000
•	Products Comp/Op Aggregate	\$2,000,000
•	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
• Wo	orkers' 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'

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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 claimsmade basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the 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

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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: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.
- 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. <u>The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's Consultants, Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.</u>
- 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

H. Ted Gerber City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 460-6392 Facsimile: (626) 403-7241

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 If to Consultant

Emily Duchon Alta Planning + Design, Inc. 711 SE Grand Avenue Portland, OR 97214 Telephone: (734) 678-7096 Facsimile: (530) 230-9864

With copy to:

Contract Administrator Email: contracts@altago.com

#### **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

Professional Services Agreement – Consultant Services Page 12 of 15 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

Professional Services Agreement – Consultant Services Page 13 of 15 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.

Professional Services Agreement – Consultant Services Page 14 of 15 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" Alta Planning + Design, Inc.
By: Signature	By: Signature
Printed:	Printed:
Title:	Title:
Date:	Date:

\_\_\_\_\_

Attest:

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

Desiree Jimenez, City Clerk

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

#### Approved as to form:

By:\_\_\_\_

Andrew L. Jared, City Attorney

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

### **EXHIBIT A**

#### Scope of Work

Alta Planning + Design, Inc. and sub-consultants ActiveSGV, Arroyo Group, AimTD, and Iteris, Inc.

#### Task 1 – Project Initiation / Kickoff Meeting / Project Management (estimated completion Nov 2022)

The Alta Team will work with the City Project Manager to draft a schedule and hold a kick-off meeting with City staff. The meeting will be comprised of key staff members from the City and Alta team. The Alta team will finalize a project schedule within ten (10) working days after the kick-off meeting. The schedule will identify project milestones (tasks) and include time for City staff review of work products throughout the project. The meeting summary will state project goals, objectives and action items.

Deliverables: Agenda; Meeting Summary of Kick-off Meeting; Finalized Project Schedule.

#### Task 2 – Community Outreach

#### **Mission Street**

#### Before Installation (estimated completion May 2023)

The team will have touchpoints that will build of the work completed per agreed upon schedule at kickoff meeting. Below is a list of the activities planned prior to installation of the 6-month quick build project on Mission Street.

- One (1) Pop-up event to promote the citywide open house and answer questions about project (e.g., at farmers market) up to two staff members will be present from ActiveSGV.
- Door-to-door notification (1) (Mission Street Orange Grove to Fair Oaks) will be performed by ActiveSGV staff.
- One (1) Project poster/flyer to promote the project and provide information to the public.
- One (1) Citywide Open House in-person meeting at a community venue where the Alta team will show the final draft design for community feedback before Council. This meeting will include up to three (3) boards to provide information about the project. The project team will be represented by up to six (6) staff members including members of Alta, ActiveSGV and Arroyo Group.
- Two (2) Community Stakeholder Meetings These meeting will build upon the outreach completed in 2021. The team will hold up to two (2) community stakeholder meetings with local businesses and other corridor stakeholders. This outreach will include soliciting input on placemaking such as parklets and planters or other programming.
  - One (1) meeting held in-person at an outdoor venue (e.g, Station Square Park) with canopies, tables, chairs (provided by ActiveSGV).

- One (1) meeting format to be determined (virtual or in-person) if virtual a PowerPoint will be included.
- Mobility and Transportation Infrastructure Commission (MTIC) Meeting Prior to the City Council presentation, the Alta team will present the final design to MTIC.
- City Council presentation for final design Attendance at this meeting will include a PowerPoint Presentation. Up to five (5) members will be present from the project team, including Alta, ActiveSGV and Arroyo Group.

#### During Installation (estimated completion July 2023)

The quick build project itself is a form of outreach as this project serves as a demonstration of a potential final design for Mission Street. Throughout the 6-month installation period there will be multiple opportunities for the community to provide feedback.

- On-going input solicitation The Alta team will collaborate with City staff to create content for a webpage on the City website, outlining project information and establishing a means to collect public input.
- Five (5) Farmers Market Pop-ups Five (5) pop-up events will be conducted during the installation period of the project. These events will be staffed by up to two (2) ActiveSGV staff persons.
- Questionnaire or Survey In order to solicit public feedback on the project, a SurveyMonkey digital survey will be prepared, along with a paper survey for outreach at the Farmers' Market pop-ups.

#### End of Installation (estimated completion February 2024)

Six (6) months following installation, Alta will develop an evaluation report including an assessment of observational design functionality and community input throughout the installation period.

• One (1) Community Stakeholder Meeting - The Alta Team will solicit input from corridor stakeholders 6 months following initial implementation to assess how local businesses felt about the program and overall changes to Mission Street

#### Residential Streets (estimated completion February 2023)

ActiveSGV will lead the installation and specific door-to-door outreach along the three Slow Streets corridors (Oak Street, Hermosa Street, and Grand Avenue). This outreach will be conducted by ActiveSGV to inform residents of the installation.

Deliverables: Community Stakeholder Meetings (3); Citywide Open House (1); City Council meeting (1); Pop up events at the Farmers' market (6); Door-to-door notification (Mission Street Orange Grove to Fair Oaks Ave and the three residential corridors) (4); Project poster/flyer (1); Questionnaire or Survey (1) – digital SurveyMonkey survey and paper survey.

#### Task 3 – Slow Streets Design + Monitoring

<u>Task 3 Exclusions</u>: No engineering specifications document will be included. All construction information will be shown in directive exhibits, which will be prepared in accordance with the City of South Pasadena standards, NACTO Urban Bikeway Design Guide, and Caltrans Highway Design Manual, Chapter 1000. City of South Pasadena will make any readily available design-related information accessible to Alta. This includes all pertinent improvement plans, "to-scale" drawings, "as-built" plans, utility plans, and/or site improvement plans for the project area, if available. Utility relocation design, and coordination is not a part of this scope. It is assumed that no permits are required for this project as all processing and reviews will be through the City of South Pasadena. Traffic Control Plans are excluded from this proposal.

#### 3.1: Engineering Drawings for Mission Street (estimated completion May 2023)

The Alta team will design traffic calming measures including preparation of 60%, 90%, and 100% directive layout exhibits (1"= 40'; dual panel), including probable material cost estimates at each submittal. These documents include directive layout depicting street names, proposed signing and striping, on-street parking, and "Quick-Build" curb extension and parklet designs. Proposed elements will be shown as well as necessary removals or eradication. The directive layout exhibits will be developed based on Nearmap aerial photography; no topographic survey will be gathered for this project. Alta will also develop probable material cost estimates at each design stage. Exhibits will include dimensions and directives to install the demonstration project improvements.

Alta will review the concept design developed in 2021 and make any necessary design changes to reflect changes over the intervening year. This updated concept will serve as the 30% design. The 60% plans will build upon this 30% design. Any substantive changes reflecting Mobility and Transportation Infrastructure Commission (MTIC) comments form 2021 or later will be incorporated into the 60% plans.

The directive plans will adhere to the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines, NACTO Urban Design Guidelines, Caltrans Highway Design Manual, Chapter 1000, and any applicable City of South Pasadena standard plans. The plans will be prepared in AutoCAD. This task includes addressing one (1) round of consolidated and non-conflicting comments from the City following each submittal at the 60% and 90% stages. The anticipated sheet count is as follows: Title Sheet (1); Up to three (3) Directive Layout Sheets; Up to six (6) Traffic Control Sheets; Up to one (1) Detail Sheet (Total = 11 sheets).

Following approval of the 90% plans, the Alta team will coordinate materials purchase with the City and the City's 3rd-party installer of the demonstration project and traffic control company.

#### 3.2: Synchro Modeling (estimated completion May 2023)

The Alta team includes Iteris, who developed the initial traffic study for the Mission Street area. The team will perform analysis of up to five (5) Synchro model scenarios to help assess any potential issues with design alternatives. The Synchro modeling output will help inform the final design of the 6-month installation on Mission Street. As part of this task, Alta will review the previous Iteris traffic study and refer to it as needed during design. This task will include coordination assistance with City Staff and Metro for temporary signal timing changes at the Mission Street/Meridian Avenue signal during the duration of the demonstration project. Iteris staff will review the field equipment including controllers and signal preemption, review existing timing plans, coordinate meetings among Metro and City Staff to ensure standards and implementation needs are met, and develop new timing plans and coordinate the implementation of new timing plans. Up to five new signal timing plans will be developed for potential implementation.

#### 3.3: Parklet Support & Installation Monitoring (estimated completion July 2023)

The Alta team (via subcontractor Arroyo Group) will support the Parklet installation by providing high-level exhibits indicating the final location, layout and extents for previously ordered parklet flooring, pots and other furniture elements. Additionally, Arroyo Group will prepare landscaping details for the installation of plant material in the previously ordered pots as well as graphic support imagery for proposed plant materials. The Arroyo Group will also be present on-site to support the installation of the parklets.

#### 3.4 Final Directive Drawings for Residential Streets (estimated completion February 2023)

Alta will respond to one final round of comments on the directive drawings for the Residential Slow Streets as developed in 2021. Alta will assess the practicability of the comments and incorporate this feedback where appropriate into a final set of directive drawings and cost estimate. Alta will provide documentation for exclusion of feedback where justified.

Deliverables: 60% Directive Layout Exhibit Plans and Cost Estimate (Mission Street); 90% Directive Layout Exhibit Plans and Cost Estimate (Mission Street); 100% Directive Layout Exhibit Plans and Cost Estimate (Mission Street); Up to five (5) Synchro Modeling Scenarios (Mission Street); Plan exhibits indicating the final location, layout, and extents for previously ordered parklet flooring, pots, and other furniture elements. (Mission Street); Landscape details for installing plant material in the previously ordered pots. Details to include soil types and depths, sub-drainage systems, and plant material types, sizes, and spacing. (Mission Street); Provide graphic support imagery for proposed plant materials. (Mission Street); Final Directive Drawings for the Residential Slow Streets corridors..

#### Task 4 – Installation of Residential Slow Streets (estimated completion February 2023)

The Alta team will install the residential Slow Street treatment per the December 2021 designs on Oak Street, Hermosa Street, and Grand Avenue. ActiveSGV will lead the installation of the residential streets and conduct outreach before installation per Task 2.

Deliverable: Installation of Residential Slow Streets materials (Oak Street, Hermosa Avenue, Grand Avenue)

#### Task 5 – Project Evaluation (estimated February 2024)

At the kickoff meeting, Alta will confirm goal-related evaluation criteria for the City. The evaluation methods will be based on the goals of the project. For the residential streets, survey feedback and community input will be used to evaluate those installations. A more robust set of tools will be used to evaluate the Mission Street demonstration project including a survey/questionnaires (scoped in Task 2.1), bicycle and pedestrian counts, and observations of user behavior. The bicycle and pedestrian counts, motorist speed, volume counts, and an on-street parking utilization count will be conducted. These metrics will help determine the effectiveness of the new design as well as assess parking impacts for businesses in the area.

The Evaluation Memo will synthesize the measurable and observational data gathered throughout the course of the project and will document public support for the types of interventions that are being piloted through the demonstration projects. The Alta team will document community input regarding the changes in street design at stakeholder meeting, survey information gather at farmers' market and website.

Deliverable: Evaluation Memo; Bicycle & Pedestrian Counts for Mission Street – one 24-hr weekday and one 24-hour weekend day, before and during demonstration (four [4] total counts); Parking Utilization Counts for Mission Street (three (3) two-hour counts on two (2) separate days, before and during demonstration (twelve [12] total 2-hour counts); Speed and Volume Counts – One 24-hour vehicular bi-directional count with speeds, before and during demonstration (two [2] total volume and speed counts).

#### Task 6 – Project Administration (estimated completion February 2024)

The Alta Team will adhere to the project schedules and protocols established in Task 1 at the kick-off meeting. Alta's Project Manager will regularly report to the City Project Manager, providing email updates and provide monthly invoices and progress reports. If there are any project schedule delays, Alta's Project Manager and the City's Project Manager will discuss and agree on strategies to correct and mitigate delay to keep the project on schedule.

Deliverables: Attendance at up to twelve (12) project administration meetings with the City; Monthly Invoices and progress reports; Meeting summaries.

#### Task 7 – Parklet Design and Use (estimated completion July 2023)

<u>Task 7 Exclusions</u>: Cost Estimating, Phasing Strategies, Parking Studies or Management Programs, Surveying (design information based visual observations), Transportation Engineering, Lighting Design, Electrical Design, and Irrigation Design.

#### 7.1: Full Parklet Design Process - Conceptual Design & Options

Arroyo Group will create a custom, uniquely South Pasadena branded outdoor dining parklet and/or options for creating a range of other, non-outdoor dining parklet programming directions.

- Prepare prototypical parklet designs that feature upgraded temporary improvement ideas and experiences from currently implemented solutions, building on the 2021 work that has been done for the project. All design features would remain moveable or removable in application and may also include new art and placemaking ideas, as well as potential new greening and shading.
- Work with City departments to ensure new parklet designs represent a coordinated approach to safety while also being aesthetically pleasing.
- Solicit and incorporate community feedback using the overall outreach structure and process outlined in Task 2 above. Conduct limited additional community engagement as needed, such as consultations with specific business owners, to create a community-approved parklet design direction.

Deliverables: Up to three (3) enlarged concept plans providing prototypical designs, concept plans will express the proposed layout and arrangement of new temporary elements such as: painting / striping, site furniture, planter pots, artwork / art intent, prefabricated shade structures / umbrellas, protective vehicular barriers, raised / pedestal paving areas, and any other elements needed to complete a comfortable and unique outdoor seating space; One (1) overall concept plan locating parklet prototypes at specific locations with contextual consideration within the framework of the complete project improvements; Support images for key elements and features; Conceptual sections/elevations, as needed, to convey design intent for any vertical Elements; Document research and options studied into alternative protective barrier solutions and aesthetic treatments; Summary report, 11 x 17 format.

#### 7.2: Parklet Use Guidelines

Assist with setting up a permit process for local businesses to be responsible for implementing their own parklets, around the approved standardized design direction.

- Provide a detailed document addressing liability, maintenance, implementing roles/responsibilities, and detailed architectural controls.
- A detailed outline of the parklet guidelines document will be prepared including standards and controls needed for this project and to maintain high-level craft and consistent quality for the new parklets across a range of potential implementing parties and staggered installation timings.
- Includes ideas regarding quality control measures, implementation responsibilities, and an overall process for execution of the parklets by local business owners.

Deliverable: Parklet guidelines document.

#### 7.3: Full Parklet Design Process – Detailed Design

Required design documentation for construction bidding and implementation.

- Develop conceptual prototype designs to a detailed design level that could then be provided to a Contractor for implementation.
- Provide construction specifications as required.

Deliverables: Up to three (3) Enlarged Layout and Materials Plans, one for each parklet prototype indicating material / element callouts, element layout dimensions, spot grades, and any other information required to convey implementation intent for the parklets; One (1) Furniture Schedule indicating detailed supplier information including specific element model numbers, finishes, mounting types, and other information needed to procure prefabricated elements; Landscape Details, as required, to assist in implementation intent for the parklets; Planting Design / Planting Schedule, as required, with detailed information about plant types, sizes, and layout intent for any parklet planter pots; Technical Drawing Sheets, 24"x36" format; Construction Specifications, CSI 2016 format.

#### **EXHIBIT B**

#### **Project Fees**

All amounts are paid directly to Consultant, Alta Planning + Design, Inc., and no payments are made to subcontractors.

Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

## Total Fee: \$232,336.00 (itemization described below)

Direct Expenses: \$5,816.00 (components described below)

Travel and Printing: \$3,000.00

Data Collection including Bicycle & Pedestrian Counts, Vehicle Volume & Speed Counts, and Onstreet Parking Utilization (before & during demonstration – on Mission Street): \$2,816.00

#### Task 1 Fee – Project Initiation / Kickoff Meeting / Project Management: \$3,000.00

#### Task 2 Fee – Community Outreach: \$50,500.00

#### Task 3 Fee: \$86,720.00 (components described below)

Task 3.1: Engineering Drawings for Mission Street (Fee = \$45,000.00)

Task 3.2: Synchro Modeling (Fee = \$28,000.00)

Task 3.3: Parklet Support & Installation Monitoring (Fee = \$8,020.00)

Task 3.4: Final Directive Drawings for Residential Streets (Fee = \$5,700.00)

#### Task 4 Fee – Installation of Residential Slow Streets: \$30,500.00

- Task 5 Fee Project Evaluation: \$16,600.00
- Task 6 Fee Project Administration: \$13,200.00

#### Task 7 Fee: \$26,000.00 (components described below)

Task 7.1: Full Parklet Design Process - Conceptual Design & Options (Fee = \$12,000.00)

Task 7.2: Parklet Use Guidelines (Fee = \$8,000.00)

Task 7.3: Full Parklet Design Process – Detailed Design (Fee = \$6,000.00)



# City Council Agenda Report

DATE:	October 19, 2022
FROM:	Arminé Chaparyan, City Manager A
PREPARED BY:	Mary Jerejian, Management Analyst
SUBJECT:	Presentation of a Citywide Operational Status Update

#### Recommendation

It is recommended that the City Council receive a monthly Citywide operational status update.

#### Background

The City's Strategic Plan for 2021-2026 highlight was adopted by City Council on December 15, 2021. The overarching goals within the Strategic Plan include:

- 1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future;
- 2. Create a Strong Economic Development Strategy to Strengthen Local Business;
- 3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts;
- 4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs;
- 5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs; and
- 6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

In conjunction with the 2021-2026 Strategic Plan, the City Council adopted the 2022-2023 Fiscal Year Budget, which focuses on improved policies and procedures, re-establishing the City's Capital Improvement Program, re-sizing the organization in regard to recruitments, and continuous improvements in providing City services to the community.

Included in the Adopted Budget are Key Performance Indicators (KPIs) for each department that will quantify the City's accomplishments as a part of the 2022-2023 Fiscal Year.

Presentation of a Citywide Operational Status Update October 19, 2022 Page 2 of 8

The Strategic Plan, Fiscal Year 2022-2023 Budget, and Key Performance Indicators are the guiding documents to identify and prioritize City goals, projects, and dedicate resources to them.

Additionally, the City's Finance Ad Hoc Committee, was formed in September 2020 to review the Fiscal Year 2020-2021 Budget, the Annual Comprehensive Finance Report (ACFR) for Fiscal Year 2018-2019, and the address concerns of oversight and management of the City's budget process under the purview of previous administration at City Hall. The Ad Hoc Committee submitted a report of their findings at the June 15, 2022 City Council Meeting, and further discussed at the August 17, 2022 City Council Meeting. One of the recommendations was to provide quarterly updates to the Finance Commission and City Council. The City has committed to quarterly updates and looks to implement monthly updates in early 2023.

During City Council's deliberation of the report, the City Council directed staff to review department policies across the board. This element will be included as part of all department assessments. Department assessments which are being conducted by third-party qualified consultants, will include analysis of:

- 1. Operations;
- 2. Staffing;
- 3. Resources;
- 4. Workload and Output; and
- 5. Policies

As a part of addressing concerns of oversight and management, the City Manager's Office is presenting monthly operational updates to City Council.

The first operational status update was presented on September 21, 2022. Staff solicited feedback from City Council, and have adjusted the format of the operational update to include:

- A graph highlighting recruitments across every department
- A graph highlighting department assessment updates from each department

In addition to these graphs located within the staff report analysis section, there will be an attachment regarding projects and action item updates from each department related to Strategic Plan goals and Key Performance Indicators, along with the Finance Department's update on Performance Measures.

#### Analysis

According to the quarterly Strategic Plan update that is also presented to City Council tonight, the City has completed approximately 50% of the Strategic Plan, and 50% is in progress. There are currently 29 open recruitments citywide, 4 with signed offers as of October 13, 2022. Of those signed offers, 3 are full-time positions, and 1 is part-time.

## Department Assessment Updates

Department	Assessment Status	Next Steps
<ul> <li>Management Services</li> <li>City Clerk Assessment</li> <li>Human Resources Assessment</li> <li>Information Technology Assessment</li> </ul>	<ul> <li>City Clerk Assessment: Completed August 16, 2021.</li> <li>Human Resources Assessment is underway and consultant recommendations have been provided to the Department.</li> <li>Information Technology Assessment: In progress.</li> </ul>	<ul> <li>City Clerk Assessment: Recommendations in progress.</li> <li>Human Resources Assessment: Consultant recommending changes to Personnel Rules and Regulations and HR Policies.</li> <li>Information Technology Assessments: Recommendations will be provided when assessment is complete.</li> </ul>
City Manager's Office (Diversity Equity, Inclusion, and Belonging Assessment)	Completed June 30, 2021.	Implementing recommendations from the assessment are ongoing.
Finance Department	Not Commenced.	Following the Finance Director and Deputy Finance Director/Controller position, an assessment will be conducted of the Finance Department. The assessment is anticipated to commence March 2023.
Community Services	Assessment has launched and is in progress.	The consultant interviewed the City Manager and Deputy City Manager on October 6, 2022, along with the Community Services Department Director. A focus group was conducted by the Community Services Commission on October 10, 2022, and the Commission provided feedback. City Council interviews are set for November 2 and 16, 2022.
Community Development	Not initiated due to vacancies and existing workload in the department.	Staff anticipates soliciting a consultant in Fiscal Year 2023-2024.
Public Works	Completed Fall 2021.	The assessment indicated the need for additional staff, and the management of department work

		flows associated with its number of public commissions and meetings. Council approved re-organization of department resulting in the creation of job classifications for Transportation Program Manager, two Management Analysts, and consolidation of one Deputy Public Works Director. Staff will return to City Council in the near future to request approval of the consolidation of two positions to one Facilities and Parks Supervisor position, and creation of a new Senior Maintenance Worker position in the division. The request will also finalize the job description for the Transportation Program Manager.
Police Department	In Progress.	A community working group reviewed and revised the Request for Proposal (RFP), and it was re- released on September 29, 2022 to solicit more competitive bids for consideration. The closing date for the RFP is on October 31, 2022.
Fire Department	In Progress.	Staff is in the process of drafting an RFP.

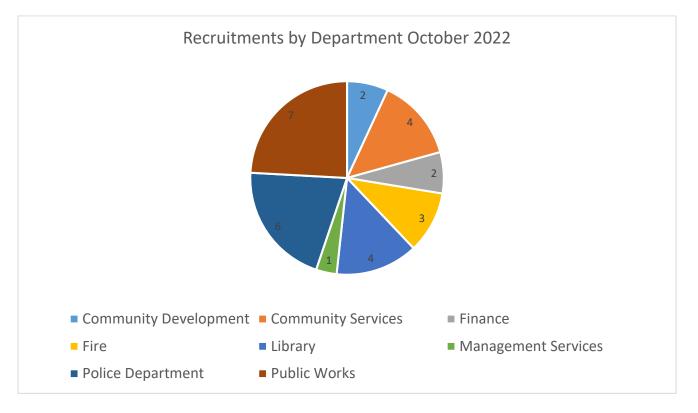
During the discussion of the first Operational Status Update presented at the September 21, 2022 City Council meeting, City Council directed the City Manager and staff to include an element of reviewing policies in all future department assessments. Department operations assessments will include the analysis of staffing levels, resources, work flows and outputs, policy review and general recommendations for improvements and next steps.

## **Recruitment Updates**

Department	Recruitments	Status of Recruitments
Community Development	Community Improvement Office and Planning Counter Technician.	The first round of interviews for the Public Counter Technician and Community Improvement Officer are being scheduled. The Senior Management Analyst (Housing Division) will begin employment on October 17, 2022 and Deputy Community Development Director is scheduled to begin on November 7, 2022.
Community Services	Recreation Leader positions in the Recreation Division and in the Senior Center, and Management Analyst for the Transit Division.	Interviews took place on September 29, 2022, and offers were extended to two Recreation Leaders for the Recreation Divisions, and another two extended to candidates for the Senior Center.
Finance Department	Finance Director and Deputy Finance Director/Controller.	A conditional offer for the Deputy Finance Director/Controller position was accepted on October 3, 2022, and the candidate is undergoing the background process. Recruitment for a Finance Director continues. The City Manager's Office has been working with Peckham & McKinney over the last couple of months on a recruitment and permanent placement of the Finance Director position. Eight candidates applied, and after a screening process, two candidates were invited to meet with the City Manager, Deputy City Manager and Interim Finance Director. One candidate was offered the position, and they accepted, but their current employer countered the offer with a promotional opportunity for a Director position, and the candidate decided to take the Director

		position at their current agency. The City Manager's team continues strategizing efforts, as many agencies are recruiting for the same positions, and want to ensure that the permanent Director is the best candidate for South Pasadena. We are working on placing an Interim Finance Director to begin on October 24, 2022, and their onboarding will be followed by the onboarding of the Deputy Finance Director/Controller in early November.
Fire Department	Firefighter/Paramedic, Firefighter/Paramedic (lateral), Fire Engineer promotional.	Staff is interviewing 22 Firefighter/Paramedic applicants on October 5 and 6 (10 entry level and 12 lateral applications). Fire Engineer promotional exam is scheduled for early November 2022.
Library	Full-time librarian for Adult and Digital Services, Part-time Clerk II, Part-Time Aide.	The full-time Librarian for Adult and Digital Services position was filled on September 26, 2022. Interviews for the promotional part-time Clerk II vacancy are underway, and interviews for the Part-Time Aide are being scheduled.
Management Services	Deputy City Clerk.	The Deputy City Clerk position opened on September 26, 2022. There are currently 31 applications that have been submitted to Human Resources. The position will close on October 24, 2022.
Police Department	Police Assistant, Police Cadets (3), Police Officers (3).	The Police Assistant position has been filled. One Police Cadet was hired and two Police Cadets are currently in the background process. A third recruitment for the Police Cadet will open next week to fill the remaining three vacancies.

		Four candidates are in the background process for the Police Officer position, and there are currently six vacancies.
		In addition, the Police Department has four police officers out with long-term injuries, and are operating with a deficit of 27% in sworn staffing levels.
Public Works	Maintenance Assistant, Facility/Parks Supervisor, Senior Water Production and Treatment Operator, Water Utility Worker II, Senior Maintenance Worker, Electrician, and Parks Maintenance Worker.	There is an active recruitment process for Electrician Maintenance Worker. Two candidates accepted the two Management Analyst positions, and began on September 26, 2022. The Electrician and Parks Maintenance Worker position is pending City Council approval and/or review with the Employee Association prior to Human Resources beginning a recruitment.



Presentation of a Citywide Operational Status Update October 19, 2022 Page 8 of 8

#### **Fiscal Impact**

There are costs associated with various elements referenced in the operational status updates within this report. Each department is responsible for paying for their respective assessments. All department assessments with their respective recommendations will be brought individually to City Council with fiscal impacts.

Attachments:

- 1. Citywide Updates Chart
- 2. Finance Department Performance Measurements
- 3. Key Performance Indicators from Fiscal Year 2022-2023 Adopted Budget

# **ATTACHMENT 1** Citywide Project Updates Chart

## <u>Citywide Project Updates</u> Department Major Projects- October 19, 2022

Department	Project(s)	Status	Next Steps
Community Development	Housing Element, General Plan, and Downtown Specific Plan	A 3 <sup>rd</sup> draft of the Housing Element was submitted to HCD on September 15, 2022. The General Plan and Downtown Specific Plan are in progress and being reviewed for consistency with the Housing Element.	A response on the 3 <sup>rd</sup> Draft Housing Element is expected from California Department of Housing and Community Development (HCD) by October 31, 2022.
Community Development	Electronic Permitting System	Four firms submitted and were interviewed by a Review Committee in Sept. 2022.	Award of contract is expected to be taken to City Council by Dec. 2022.
Community Services	CivicPlus Software Updates	A fully executed agreement has been sent to CivicPlus.	Staff will work with CivicPlus met with Thursday, October 13, 2022 to create an implementation timeline.
Community Services	Assessment of Existing Contracts with Facilities	Terms for the tennis facilities will be discussed on October 19, 2022.	Staff will work with the City Attorney's Office on next steps out of the closed session discussion.
Community Services	Co-Sponsorship Event Application and Process	Review by Department Heads is in progress, and a revised document was presented at the October 10, 2022 Community Services Commission meeting.	The Community Services Commission gave direction and recommendations to staff. Staff will include these recommendations in the document. Staff is planning a community engagement with the current co- sponsored organization to obtain their input on the policy.
City Manager's Office	Economic Development	The department will be launching the City's Guide to Doing Business and Fall Quarterly Major Developments and Projects Newsletter at the Business Networking Event that will be on October 12, 2022 from 8:30	The Economic Development team will be expanding business support programming and is exploring ways to conduct more outreach to our business community.

		AM – 10:30 AM at the Library Community Room.	
City Manager's Office	Communications Analysis	The department is preparing a Communications Analysis to track all communications tools in the City to better understand our outreach efforts, and how to improve these efforts.	The department will be working closely with other departments at the City's Interdepartmental Communications and Engagement Team (ICE-T) to create a standardized communication plan for programs and events.
			A community communications survey will launch soon, to solicit input on communications strategies.
City Manager's Office	Social Services	Social Services Task Force	The City Manager's Office has established a Social Services and Mental Health Task Force comprised of all service providers, faith based community and community partners that serve South Pasadena. The group meetings on a quarterly basis, and held its third meeting on September 29, 2022.
		Following the implementation of the City's Sundowntown Resolution passed in early 2022, the City will be hosting its first Social Services and Social Justice Forum on November 9, 2022 at 5:00 PM in the City Council Chambers.	Staff is working with the Social Services Task Force, Social Justice groups, community groups and members of the public to plan for this event. Service providers, social services and veterans resources will be on site and available. Press release, communications and invitation to follow.
		Mobile Crisis Program Media Day- October 26, 2022 at 10:00 AM in the City Council Chambers.	City Manager's Office is working with the San Gabriel Valley Council of Governments to plan for and host a press conference and media day to promote the launch of the Mobile Crisis

			Program and Supplemental Outreach Team.
Finance Department	Finance Policies and Procedures	The City Attorney will be reviewing the current emergency purchase provision to ensure that it is appropriately stated.	The item will be brought back for a 1 <sup>st</sup> reading in November 2022.
Finance Department	Bank Reconciliations	Bank Reconciliations are complete through July. Staff is currently working on August.	The department will complete the bank reconciliation within 30 days after the month ends.
Finance Department	Time Clock Plus (TCP) In-house Payroll Process	TCP completed in-person training the week of September 19, 2022. City Manager and Police Department staff are working together to review the set-up of the public safety personnel scheduling module.	Future training will be performed by Finance staff at the request of the departments. Public safety personnel will transition to scheduling system that ties in to TCP.
Finance Department	Monthly Investment Reports	Current and on schedule.	The department will continue to provide timely submissions to the City Council.
Finance Department	Audit	The audit is set to begin on November 21, 2022. This is six months earlier than the last year.	The department will prepare all necessary year-end schedules for audit.
Fire Department	CERT Trainings	The department is hosting basic CERT training on October 1, October 9, and October 16, 2022.	Approximately 20 community members are currently signed up, but the department encourages more applications to contact the Fire Department if they are interested.
Fire Department	Emergency Operations Plan	The department has presented the draft Emergency Operations Plan to the Public Safety Commission and Natural Resources Environmental Commission. Several meetings have also been hosted with various City stakeholders.	The department will present the Emergency Operations Plan to the City Council for adoption. The date for this presentation is tentatively for the December 7, 2022 City Council Meeting.
Fire Department	Local Hazard Mitigation Plan	The department has awarded a contract to a consultant to assist in the process. Several stakeholder	The department will continue to meet with required stakeholders and bring the draft plan to the City Council in early 2023.

		mostings have taken place and will	
		meetings have taken place and will	
L ib no ma		continue through the end of the year.	The second first the second still as your late the s
Library	Library Strategic Plan	The Library Strategic planning process for 2023-2027 has been underway since June. The consulting team has been on-site twice and gathered input from the community and from staff through an online survey and in-person sessions with staff, public, and the Strategic Planning Advisory Committee. In early October, senior Library staff worked with the consulting team to review a new mission statement, strategic focus areas, and related goals and tasks. Resource readiness was considered, i.e., how equipped/ready are current facilities, technology, and staffing to support goals and tasks. The consulting team made a presentation to the Library Board of Trustees on October 13, 2022. Staff have reviewed and analyzed all 1,061 comments that were collected from the online survey.	The consulting team will complete the Goal Setting and Visioning phase of the process, including identifying performance measures related to goals and tasks, and will embark on the Strategic Plan Development phase. A final Strategic Plan document will be delivered by the end of the calendar year and will be presented to City management, the public and the City Council
Library	Library Special Tax	The question of extending the Library Special Tax will be put to the voters in November, 2022 as Measure LL. Library staff have prepared a Frequently Asked Questions (FAQ) document about the Special Tax. The FAQ are also	Residents will vote on Measure LL at the November 8, 2022 General Municipal Election.

		available on the Library's website. Educational outreach about the Library's programs and services generally is underway.	
Management Services	November 8, 2022 General Municipal Election	In progress.	City Clerk's Office is working with the County of Los Angeles and City staff to secure Vote Centers for the Election.
Management Services	Board, Commission, and Committee Vacancies	In progress.	City Clerk's Office will work to fill vacancies within the coming months to ensure that all advisory bodies have a quorum.
Management Services	Public Records Requests	In progress.	City Clerk's Office is actively working to fulfill outstanding public records requests and establish process improvements to ensure timely responses.
Police & Public Works	Electrification	Participation Agreements approved by City Council.	Council provided direction to move forward with the implementation of public safety electric vehicles and the supporting electrical charging infrastructure at City Hall, partnering with Southern California Edison. Council also directed staff to enter in an agreement with the Clean Power Alliance to develop a solar and battery backup system adjacent to City Hall.
Public Works	Leaf Blower Ordinance	Implementation began on October 1, 2022, but enforcement will not begin until early 2023 to increase community outreach and to align with availability of grants or subsidy programs for residents and businesses.	Staff will continue to conduct outreach and marketing on the ordinance.

## **ATTACHMENT 2** Finance Performance Measures

South Pasadena Finance Department						
PERFORMANCE MEASUREMENTS- October 19, 2022						
Measurement	Unit of Measure	Type of Indicator	Status			
Accounting Management						
Complete Bank Reconciliations by 20th Day of						
Month	%	Effectiveness	Completed June 2022.			
Cash Bank Deposit 1x or 2x Per Week	%	Effectiveness	Current			
Electronic Bank Deposit Every Day	%	Effectiveness	Current			
Unmodified or "Clean" Audit Opinion Obtained			Audit scheduled for			
for CAFR	Yes/No	Effectiveness	November 21, 2022			
Number of Audit Findings	щ	<b>Efficiency</b>	Reduction of findings from seven to four			
Number of Audit Findings Award Received for ACFR Reporting	#	Efficiency	Application due January			
Excellence	Yes/No	Effectiveness	31, 2023.			
State Controller's Report Filed on timely basis	100,110	Lifedureneee	01,2020.			
(1/31)	Yes/No	Effectiveness	Will meet deadline			
Metro, Gas Tax Audits Completed on Schedule	Yes/No	Effectiveness	Due November 4, 2022.			
Payroll tax quarterly reports timely filed for						
State (DE9/DE9C)/Federal (941)	%	Effectiveness	Will meet deadline			
Financial Reporting to Decision Makers						
Distribute Monthly GL Revenue/Expenditure						
Reports to depts. by 15th of month	%	Effectiveness	Monthly assignment			
Present Quarterly Financial Banarta to City			Agendized for October 5,			
Present Quarterly Financial Reports to City Council in October, May and August	Yes/No	Effectiveness	2022, February 1, 2023 and May 3, 2023.			
Present Midyear Report to City Council in	103/110	Elicenveness	Successfully completed			
February	Yes/No	Effectiveness	March 2022			
Include 5-Year General Fund Financial			Successfully completed			
Projection in Midyear Report	Yes/No	Effectiveness	March 2022			
Treasury Management						
Present City Treasurer's Monthly Investment						
Report to City Council every month	%	Effectiveness	Current			
Present City's Investment Policy to City Council			To be agendized for			
in November 2022	Yes/No	Effectiveness	November 16, 2022			
Average Portfolio Par Balance	\$	Workload	Included in Investment Report			
Variance Between City Portfolio and LAIF Book	φ	VVUINIUAU	Included in Investment			
Rates of Return <i>City Higher or (City Lower)</i>	%	Effectiveness	Report			
Budgetary Management						
			Budget Calendar for 22-			
			23 to come out in			
Adopt Annual Budget in June	Yes/No	Efficiency	December.			
Include 5-Year General Fund Financial						
Projection in Proposed and Adopted Annual	Yes/No	Effectiveness	Successfully completed June 2022			
Budget	Tes/NO	Enectiveness				

Information Technology			
Complete Implementation of TCP Third-Party Electronic Timecard System by November 30, 2022	Narrative	Effectiveness	In Process
Attendance at Spring brook Annual Conference by 2 Department Employees Each Year	Yes/No	Efficiency	Planned for 22-23
<b>Contracts and Purchase Orders Management</b>			
Electronic Encumbrances Established for All Contracts and Purchase Order Having Value Greater than current policy limit	Yes/No	Efficiency	Already implemented
Payroll Management			
Annual Covered Payroll *	\$	Workload	Stated in budget.
Distribute W2s per IRS guidelines	Yes/No	Effectiveness	Successfully completed in 2022
Accounts Payable			
Complete Warrant Register With Inclusion of All Properly Prepared Payment Requests	%	Effectiveness	Bi-monthly task
Business Licensing			
Number of Licensing Accounts	#	Workload	To be stated in budget
Percentage of Licensing Accounts Paid Electronically	%	Efficiency	To be stated in budget
Utility Billing			
Number of Water Accounts	#	Workload	To be stated in budget
Percentage of Water Accounts Paid Electronically	%	Efficiency	To be stated in budget

\* = Detailed in Annual Budget

# **ATTACHMENT 3** Key Performance Indicators

The City Manager's Team is focused on improving the quality of life for residents, businesses and employees. With the move of Economic Development to the City Manager's Office, the City Manager's team is redefining community outreach and engagement, business support and service. A commitment to Strategic Plan goals and active legislative efforts ensure furthering the community's priorities while protecting and preserving quality of life in South Pasadena.

### Public Engagement/ Community Outreach

Establish and implement a targeted Community Outreach Program, including:

- 150-300 photos of the City, and Departments for marketing and documents by FY2022
- > 1,000 new followers across social media by the end of FY2022
- 5,000 Neighborhood Pulse subscribers by FY2022
- Explore creation of a City app for civic engagement, service requests and programming
- > Create a new City website that is user-friendly, current and well-maintained
- Strategic Plan Quarterly Updates
- Track communications outreach by assessing tools used to conduct outreach, tracking spending on such tools, and sharing impact and metric reports to City Council

# **Economic Development**

Develop and launch and Economic Development program:

- Business Concierge Service Program, including business visits and business review sessions with interdepartmental Economic Development Team
- Create a 'Guide to Doing Business in South Pasadena'
- Branding and marketing plan
- Host two business networking events in 2022

### Establish and Prioritize Healthy Workplace Culture

- > Establish Citywide internship and professional shadowing programs
- Host quarterly Mid Manager's Meetings
- Plan and Host City Open House Event

The Management Services Department oversees the Human Resources and Risk Management Division, the City Clerk's Office, and Information Services. The department is focused on effectively centralizing management of citywide grants and contracts, establishing and implementing the Grants Manual and Policy Document, hosting monthly grant meetings with all Departments to ensure compliance and provide training, providing secure and reliable technological infrastructure for the City by completing and implementing initiatives in the Technology Master Plan, and updating administrative policies.

# **City Clerk's Office**

Enhancing Customer Service through Innovation

- Continue to update and improve the City Clerk's webpage to provide quick access of information and accountability insuring public transparency on a quarterly basis, or as necessary changes to content arises
- Host and Record 2 trainings for Staff for Agenda Process
- Host and Record 2 onboarding trainings for appointed elected officials, including Commissioners and Staff Liaisons
- Host Commissioner Congress
- Continue to provide exemplary customer service, keeping in mind the diverse population we serve

2022 General Municipal Election

Successfully coordinate with the County for the City General Municipal Election in November

Utilize Records Management Systems to Account for and Maintain Citywide Records

- > Implement City's Records Retention schedule and host 2 trainings for staff
- Host Quarterly Records Clean Up Day, citywide, to include review of physical and electronic records
- Track and report on Public Records Act (PRA) Requests to the City Council on a monthly basis

# Human Resources and Risk Management

**Organizational Culture** 

- > Update Personnel Policies, Rules & Regulations
- > Building an Employer brand to attract and retain top caliber candidates
- Develop organizational culture framework
- > Enhance diversity, equity and inclusion (DEI) initiatives

Employee Experience (EX)

At the Finance Department, we strive to work efficiently and effectively. In the past few years we have launched various projects that will be in full effect this year.

### Workflows

In Fiscal Year 2021-2022, the Accounts Payable and Receivable functions became completely digital via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. It also falls in line with the City's environmental strategies by reducing the amount of paper used.

### Payroll

The Finance department has taken on the magnanimous task of in-house payroll. This allows staff to have more autonomy over their payroll. We endeavor to make this process more efficient, therefore time and attendance procedures are currently being developed. In FY 2022-2033, our goal is to successfully launch the Time and Attendance portion of payroll utilizing Time Clock Plus.

### Records

Finance converted document retention procedures to a digital format. In previous years, all documents were only paper copies. We have invested time into scanning and converting documents to a digital platform in order to have quicker access. This allows the department and the City to respond to inquiries quicker in the future. We continue to change all paper documents into a digital and/fillable form to continue these procedures.

### **Enterprise Resource Planning Upgrade**

Finance currently utilizes a software called Springbrook for its accounting needs and resources. This year we plan to take this software to new heights by enrolling in the Cloudbased system. This will allow the department to generate new reports and improved reports. As well as adding a layer of security to our financial data in the event of a natural disasters.

### **Bank Reconciliation**

Bank reconciliations shall be completed 30 days after the previous month end and no later than 45 days.

# Annual Audit and ACFR

The audit shall commence in November with the completion of the audit no later than January of the following year. The Annual Comprehensive Financial Report (ACFR) shall be completed and submitted to City Council in March following the prior fiscal year.

The South Pasadena Police Department meets the needs of the community by providing professional services to safe guard the city in crime prevention. Community outreach is accomplished by active patrols, educational programs, and social media through the City's website. The Key Performance Indicators (KPI) for the department demonstrate the need to quantify its information in a concise and articulate manner.

#### Computer Aided Dispatch and Record Management System (CAD/RMS)

- On March 22, 2022, the Motorola Flex System went into effect to bring the South Pasadena Police Department into 21<sup>st</sup> century of law enforcement
- The system incorporates a new Geographical Information System (GIS) that decreases the officer response time from time of dispatch
- > The CAD decreases response time to 911 calls for service
- All calls for service can be tracked in a detailed report as to the initiation of a call, time of response, and length of duration. This information can be tabulated in an annual report to the City Council
- The Records Management System capabilities unite several departments, patrol, detectives, and records division into a simultaneous report flow limiting human input errors
- The increase in information capture enhances the departments efficiency and provides an increase in details on a monthly basis

#### The South Pasadena Police Departments Assessment of 2022

- > The Request for Proposals have been completed and the selection process has begun
- The chosen firm will evaluate the separate bureaus of patrol, detectives, dispatch, traffic, records, and administration to examine work flow of each bureau and provide input to increase efficiency to the department as a whole

#### Racial and Identity Profiling Advisory (RIPA) AB 953

- The South Pasadena Police Department RIPA statistics began compilation on January 1, 2022, and submitted to the Department of Justice in April, 2023
- The RIPA statistics shall include:
  - Stop Data Demographics
  - o Calls for Service
  - Actions Taken During Stop by Officers
  - o Result of Stop
  - o Tests for Racial/Ethnic Disparities
  - Use of Force Analysis
  - Report-Specific Analyses

#### Enhanced Community Needs Outreach Via Mobile Crisis Outreach Unit

- Increase City's outreach efforts with a contracted partner
- Provide dedicated response to individuals experiencing mental health crises
- Track and report data regarding number of referrals for mental health and addiction treatment, along with placements aimed towards permanent housing for those experiencing homelessness

The Public Works Department is committed to improving public engagement and community access to project and program information in Fiscal Year 2022-2023. In addition to completing a department reorganization and recruitment of critical positions, Public Works will implement quarterly newsletters and website project updates to communicate its many endeavors to City stakeholders.

### Public Works Administration & Engineering

- > Fulfillment of up to 2,000 service requests annually.
- > Process 500 permits for encroachment, excavation, tree replacement, etc.

### Water & Sewer Infrastructure

- Produce sufficient water for South Pasadena, approximately 4,000 acre-feet annually.
- > Replace 50-100 meters, 10-12 fire hydrants, and 5-8 water service lines annually.
- > Remove and replace up to 1,000 linear feet (LF) of water main pipelines.
- > Collect 6,200 meter readings monthly.
- > Perform at least 10 area leak detection inspections to identify and repair leaks
- > Monthly sewer inspection and maintenance program.

### **Street & Sidewalk Maintenance**

- > Track repair and replacement of City sidewalks, curbs, and gutters.
- Track repair of street potholes.
- > Track replacement of damaged asphalt.

# Street/Median Trees & Parks Maintenance

- Plant 80-100 trees annually.
- Increase outreach and education programs regarding landscape & trees maintenance to quarterly.

### Facilities & Street Lights

> LED light conversion for up to 50 street, park, and field lights annually.

# **Environmental Programs & Sustainability**

- Increase water conservation rebate programs utilization by 25%.
- Provide 3 demonstrations and 2 citywide utility bill inserts/mailings promoting electric leaf blowers.
- Explore hosting quarterly eco-events focused on water conservation and landscaping.

The Library's main focus early in the 2022-2023 fiscal year is to complete its 5-year strategic planning process and to engage in education and outreach in support of the Library Special Tax measure that will be on the ballot in November, including the publication of a new library information brochure.

If the budget request for a full-time support services librarian is approved, the department will engage in a reorganization of roles and responsibilities in the Support Services division, and in documenting and revising the division's policies, procedures and workflows.

Special projects for 2022-2023 include replacing the Library Patio tables and benches, launching a laptop lending kiosk, implementing a materials acquisitions module in the Integrated Library System (ILS), and launching the Library of Things lending program.

### Outreach

- > Add 500 people to the Library's e-newsletter recipient list
- > Conduct 15 SPUSD and private school class visits at the start of the school year

### Operations

- Review and revise 4 administrative policies
- > Add 4,500 new items to the collection
- Rent the Community Room 20 times annually

# **Programs & Services**

- Exceed 12,000 visitors per month on average
- Lend 20,000 items per month on average
- Present at least 8 programs for adults, such as book discussions, author talks, hands-on crafting, concerts, and films
- Exceed program attendance of 4,000 individuals annually

The Community Services Department is responsible for providing the community with recreational, cultural, and social programs for people of all ages in a safe and well-maintained facility. The department has three divisions comprising Senior, Recreation, and Transit Divisions. We facilitate special events, leisure classes, and senior services including lifelong learning, Dial-A-Ride and Nutrition Program, facility and gazebo reservations, after school and summer camps, and more. The Community Services Department builds a strong sense of community to improve the quality of life for all residents.

### Administration

- Work with Recreation Leased Facilities Ad-Hoc Committee to review contract management of lease agreements
- > Construction of Berkshire and Grevelia pocket parks

### Recreation

- Improve Camp Med and Special Events outreach by establishing a quarterly newsletter between the Recreation Division and school district
- Redesign and update the indoor and outdoor facilities pamphlet as well as the park, walking paths, and trail pamphlet
- Increase afterschool and summer enrollment by 10%
- Add 2 additional staff trainings with at least one focused on behavior management in childcare settings
- Increase Park and Facility Rentals by 10%
- Increase participation in contract classes by 20%

### **Senior Services**

- Increase social media followers by 5%
- Increase Senior Services Constant Contact subscribers by 10%
- Increase meals served on-site and to homebound seniors by 5%
- Increase Senior Center Memberships by 5%
- Re-introduce senior excursions and host 12 trips
- Host a Health & Wellness Fair by partnering with 45 vendors to increase awareness of aging matters and services

# **Transit Division**

- Establish a referral program to increase ridership
- Reinstate group trips and plan two outings per month
- Have on-time performance of 80% or higher for the fiscal year
- > Procurement of one new Plug-in Electric Vehicle to replace one CNG fleet

The Community Development Department strives to provide excellent customer service by efficiently managing workload and thereby reducing processing times, building plan check approvals and permit issuance.

# Administration

Encourage interdepartmental collaboration to improve entitlement applications and public information regarding development projects; continue to improve department processes

- > Assist City Manager's Office (CMO) with major developments quarterly newsletter
- Conduct six (to be held every other month) interdepartmental development projects coordination meetings

# Planning & Building

Reduce processing time for discretionary applications and building plan check by securing an electronic permitting system.

- Process 25 discretionary applications (PC, CHC, DRB)
- > Process 50 administrative (by-right) applications

# **Code Enforcement**

Respond to resident complaints by investigating, opening cases, and closing cases. Reduce closure rates.

- > Ensure complaint is investigated within four days of receiving complaint
- > Follow up on open cases within one month
- > Provide quarterly reports to City Council on code enforcement activity

# Film & Art

Process film applications efficiently while eliminating impacts to residents and neighborhoods.

- Minimum film permits: 175
- Develop a public art policy
- Provide quarterly reports to City Council on film activity

# Housing

Obtain certification from HCD on the 6<sup>th</sup> Cycle Housing Element 2021-2029 and conduct community outreach efforts related to the housing programs implementation.

Conduct housing informational workshops or study sessions: 4

### UNITS OF MEASURE

This is the most basic unit of measurement. Includes raw sources of data that measure productivity. Includes both inputs (number of requests, cases, applications, complaints, referrals received); and outputs (number of requests, cases, applications, complaints, referrals closed).

### **Total Response Time**

- > Fires
- ≻ EMS

### **Turnout Times**

- ➢ Fires
- ≻ EMS

# Number of Emergency Calls

- Fires
- ≻ EMS
- > Service

# Number of EMS Transports

# Number of Mutual/Automatic Aid Responses

- Given
- Received

# **Number of Fire Prevention Inspections**

- Company Field
- Mandated Occupancy Inspections
- > Certificate of Occupancy (COO)/ New Business
- Brush Clearance

# **Number of Plan Checks**

- Fire Sprinkler
- Fire Alarm
- ➢ Building

# **Training Hours**

### Leave Usage

- Sick
- Comp
- Worker's Comp/ IOD hours



ITEM NO. 23

**City Council Agenda Report** 

SUBJECT:	Receive and File Memo on Public Hearing Notifications for Ordinances
PREPARED BY:	Domenica Megerdichian, Deputy City Manager
FROM:	Arminé Chaparyan, City Manager
DATE:	October 19, 2022

#### Recommendation

It is recommended that the City Council receive and file a memo on public hearing notification processes on ordinances

#### Background/Analysis

The City of South Pasadena has had a past practice of calling first and second reading of ordinances "public hearings", while State law does not call for this requirement for regular ordinances. The attached memo communicates the changes and processes that will be followed moving forward on the appropriate and required notification processes.

#### **Fiscal Impact**

There is no fiscal impact to this clarification on ordinance notification processes.

Attachment: Memo on Public Hearing Notifications for Ordinances



# City of South Pasadena Memo City Manager's Office

Date: October 12, 2022

From: Domenica K. Megerdichian, Deputy City Manager

To: City Council

Subject: Public Hearing Notifications for Ordinances

The City of South Pasadena has had a practice of calling first and second reading of ordinances "public hearings". State law does not require this for general ordinances. State law does require noticed public hearings for adoption of ordinances such as the building code and fire code. The two noticing practices conflict, and often time, staff finds difficulty in navigating discerning what is past practice from what is required.

Please accept this memo as a notice, that moving forward, the City of South Pasadena will be adhering to the State law requirements as they stand, and abandoning the past practice of first and second readings being "public hearings" noticed in the newspaper.