

CITY OF SOUTH PASADENA CITY COUNCIL

AGENDA

SPECIAL MEETING CLOSED SESSION

WEDNESDAY, JULY 20, 2022 4:00 P.M.

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena Special City Council Closed Session Meeting will be conducted in-person from the City Manager's Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena. Pursuant to AB 361 Government Code section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

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

Public Participation may be made as follows:

- In Person Hybrid City Hall, City Manager's Conference Room, Second Floor, 1414 Mission St
- Via Zoom Meeting ID: 226 442 7248
- Written Public Comment written comment must be submitted by <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=aEFuSGszQ2I5WjJkemloTms0RTIVUT09 or
- 3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

CALL TO ORDER: Mayor Michael Cacciotti

ROLL CALL: Mayor Michael Cacciotti

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

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

- 1. City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)
- 2. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01388)
- 3. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01161)
- 4. Maria Marroquin de Navarro, et al. v. City of South Pasadena, et al. (LASC Case No. 20STCV07509)

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 773 Bonita Drive

901 Bonita Drive 215 Fairview Avenue 302 Fairview Avenue 1037, 1039 Grevelia Street

535 Meridian Avenue 885 Oneonta Drive

530 Orange Grove Avenue 534 Orange Grove Avenue 529 Prospect Avenue

540 Prospect Avenue 808 Valley View 822 Valley View

1131 Columbia Street 216 Fairview Avenue 217 Fremont Avenue 225 Fremont Avenue 1110 Glendon Way 1002 Hope St. 1008 Hope St. 726 Meridian Ave. 1707 Meridian Avenue

Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: California Department of Transportation

Under Negotiation: Price and terms

C. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 704 Mound Ave.

712 Mound Ave.

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: Scott Hancock Under Negotiation: Price and terms

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **July 20, 2022**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.

7/14/2022 Christina A. Muñoz

Date Christina A. Muñoz, Deputy City Clerk



CITY OF SOUTH PASADENA CITY COUNCIL

A G E N D A REGULAR MEETING WEDNESDAY, JULY 20, 2022, AT 7:00 P.M.

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

The Meeting will be available:

- In Person Hybrid City Council Chambers, 1424 Mission Street
- Live Broadcast via the website http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- 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/i/82599992830or
- 3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID.

CALL TO ORDER: Mayor Michael Cacciotti

ROLL CALL: Mayor Michael Cacciotti

Mayor Pro Tem
Councilmember

PLEDGE OF ALLEGIANCE: Councilmember Jack Donovan

PUBLIC COMMENT GUIDELINES

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

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

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

Option 3:

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

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

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

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

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

PRESENTATIONS

3. STAFF RECOGNITION

Promotions:

Public Works Operations Manager Catrina Peguero

Deputy Public Works Director Anteneh Tesfaye

Senior Civil Engineer Hasmik Korkis

Recognition: Ederson Gramajo (PD) for receiving a DUI Enforcement Award from Mothers

Against Drunk Driving (MADD)

Outgoing: Accounting Manager Armine Trashian

4. MERCHANT MINUTE – Cos & Pi

Business Owners: Xochilt Perez and Casey Wiele

5. PROCLAMATION DECLARING SUPPORT FOR AND STANDING IN SOLIDARITY WITH THE PEOPLE OF UKRAINE

COMMUNICATIONS

6. COUNCILMEMBER COMMUNICATIONS

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

7. <u>CITY MANAGER COMMUNICATIONS</u>

8. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

CONSENT CALENDAR

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$239,516.07; GENERAL CITY WARRANTS IN THE AMOUNT OF \$1,162,092.02; ONLINE PAYMENTS IN THE AMOUNT OF \$105,541.62; TRANSFERS IN THE AMOUNT OF \$265,840.74; PAYROLL IN THE AMOUNT OF \$1,646,910.16

Recommendation

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

10. PRESENTATION OF CITY COUNCIL MEETING MINUTES

Recommendation

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

11. MONTHLY INVESTMENT REPORT FOR MAY 2022

Recommendation

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

12. AWARD OF CONTRACTS TO MULTIPLE CONSULTANTS TO PROVIDE ON-CALL PROFESSIONAL SERVICES FOR PUBLIC WORKS PROJECTS & PROGRAMS

Recommendation

It is recommended that the City Council:

- 1. Accept proposals from multiple vendors (consultants) to provide on-call professional services across twenty-nine (29) disciplines for Public Works projects and programs, and
- 2. Authorize the City Manager to execute Master Service Agreements with the Consultants.

13. CONFIRMATION OF SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER ARMINÉ CHAPARYAN

Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended City Manager's employment agreement.

14. ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY, FOR THE PERIOD OF AUGUST 16, 2022 THROUGH SEPTEMBER 15, 2022

RESOLUTION

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

Recommendation

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

15. DISCRETIONARY FUNDS REQUEST FROM COUNCILMEMBER JACK DONOVAN FOR VARIOUS ITEMS

Recommendation

It is recommended that the City Council approve the following discretionary funds requests: \$500 to assist with the cost of flowers for the South Pasadena Tournament of Roses float, \$1,500 to assist with the cost of the Summer Concerts in the Park series, and \$1,500 and an additional \$1,500 for the Summer Movies in the Park.

16. AUTHORIZE THE CITY MANAGER TO ACCEPT A GRANT AWARD (MEASURE B) LOS ANGELES COUNTY **DEPARTMENT** OF HEALTH **SERVICES** IN AN THE AMOUNT NOT TO **EXCEED** \$85,060 FOR PURCHASE OF **TWO** CARDIAC MONITORS/DEFIBRILLATORS

Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager to accept a grant award from the Los Angeles County (County) Department of Health Services (DHS) Emergency Medical Services Agency (EMS Agency) in an amount not to exceed \$85,060;
- 2. Increase line-items for revenue "Miscellaneous Grants" 101-0000-0000-5071-003 and expenditure "Medical Supplies" 101-5010-5011-8025 by \$85,060;
- 3. Authorize the purchase of two cardiac monitor/defibrillators (Monitors) from Zoll Medical Corporation in the amount of \$84,989; and
- 4. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(11)(j).

17. APPROVAL OF RESOLUTIONS AND RELATED MATTERS FOR THE LIBRARY SPECIAL TAX

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE RELATING TO EXTENSION OF THE LIBRARY SPECIAL TAX ORDINANCE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, AS CALLED BY RESOLUTION NO. 7767

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8. 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION: AND TO REQUEST THAT THE **REGISTRAR-**RECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER FULL SERVICES TO THE CITY OF SOUTH PASADENA RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

Recommendation

It is recommended that the City Council:

- Approve language and terms of the ballot measure to be presented to voters to extend the Library Special Tax to be effective on July 1, 2024 and remain in effect until otherwise terminated by majority vote of the electorate in South Pasadena; and
- 2. Adopt a resolution related to the November 8, 2022, General Municipal Election:
 - a. Submitting to the voters a question relating to the extension of the Library Special Tax Measure on the November 8, 2022 General Municipal Election ballot;
 - b. Directing the City Attorney to prepare an impartial analysis of the Library Special Tax Measure;
- 3. Approve requesting the County of Los Angeles to designate the measure (Measure) as Measure L (for library), with second alternative Measure LL, and third alternative Measure B (for "book"); and
- 4. Adopt a Resolution consolidating the General Municipal Election with the November 8, 2022 Countywide Election.

18. ADOPT A RESOLUTION REESTABLISHING THE STREET NAME OF HAWTHORNE STREET AND UPDATE THE RAILROAD ALLEY STREET SIGNS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REESTABLISING THE STRET NAME OF HAWTHORNE STREET

Recommendation

It is recommended that the City Council:

- 1. Adopt a resolution to reestablish the street name of Hawthorne Street for the roadway currently signed as 'Railroad Alley'; and
- 2. Direct staff to update the 'Railroad Alley' street signs to 'Hawthorne Street' signs.

19. APPROVAL OF AN AGREEMENT WITH THE SOUTH PASADENA CHAMBER OF COMMERCE (CHAMBER) FOR CONTINUED FUNDING FROM BUSINESS IMPROVEMENT TAX (BIT) REVENUES FOR ECONOMIC DEVELOPMENT ACTIVITIES

Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with the South Pasadena Chamber of Commerce (Chamber) for continued funding from Business Improvement Tax (BIT) revenues for economic development activities.

20. APPROVE A PURCHASE ORDER TO D&R OFFICE WORKS, INC. FOR WORKSTATIONS AT THE GARFIELD WATER DISTRIBUTION FACILITY

Recommendation

It is recommended that the City Council:

- 1. Accept a quote from D&R Office Works, Inc. for the purchase of twelve (12) workstations for the Garfield Water Distribution Facility, including delivery, assembly, and sales tax; and
- 2. Authorize the City Manager to execute a purchase order with D&R Office Works, Inc. in an amount not to exceed \$55,000, including the \$49,438.39 quoted price and a \$5,438.39 contingency.
- 21. AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH XEROX FINANCIAL SERVICES, LLC AND AN AGREEMENT WITH MRC SMART TECHNOLOGY SOLUTIONS, FOR THE LEASE OF TWELVE XEROX MULTI-FUNCTION COPIERS, AND MAINTENANCE SERVICES, FOR A FIVE-YEAR TERM

Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager to execute a lease agreement with Xerox Financial Services, LLC, for the lease of twelve (12) Xerox multi-function copiers, at a monthly lease cost of \$2,000; and
- 2. Authorize the City Manager to execute a service agreement with MRC Smart Technology Solutions for the maintenance of the twelve (12) leased Xerox multi-function copiers, for a five-year term.
- 22. APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE SOUTH PASADENA PRESERVATION FOUNDATION (SPPF) FOR INSPECTION AND EVALUATION OF HISTORIC UNOCCUPIED CALTRANS SURPLUS HOMES

Recommendation

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the South Pasadena Preservation Foundation (SPPF) to inspect and evaluate the historic unoccupied surplus Caltrans properties, and to identify the character-defining features.

23. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HBI INSPECTIONS FOR RESIDENTIAL INSPECTION SCOPE OF REPAIRS AND COST OF REPAIRS

Recommendation

It is recommended that the City Council:

- 1. Review and approve of the Professional Services Agreement with HBI Inspections for residential inspection scope of repairs and cost of repairs services related to the Caltrans surplus unoccupied properties for a total not-to-exceed amount of \$140,000; and
- 2. Authorize the City Manager to execute any documents related to this Agreement. enter into a Professional Services Agreement with HBI Inspections for residential inspection scope of repairs and cost of repairs services related to the Caltrans surplus unoccupied properties for a total not-to-exceed amount of \$140,000.

PUBLIC HEARING

24. PUBLIC HEARING ON CHARGES ASSESSED BY THE COUNTY OF LOS ANGELES DEPARTMENT OF AGRICULTURAL COMMISSIONER WEIGHTS AND MEASURES FOR THE ABATEMENT OF HAZARDOUS VEGETATION ON RESPECTIVE PARCELS OF UNIMPROVED PRIVATE PROPERTIES CONSTITUTING A FIRE HAZARD

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of pending charges, confirm the 2022 Los Angeles County Declaration List of Charges (LACo Declaration List).

ACTION / DISCUSSION

25. REVIEW OF RESIDENT REQUEST FOR ADDITION OF A SECOND CROSSING GUARD AT THE INTERSECTION OF HUNTINGTON DRIVE AND MARENGO AVENUE DURING THE 2022-2023 SCHOOL YEAR

Recommendation

It is recommended that the City Council provide direction regarding the request for the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue during the 2022-2023 school year.

26. DISCUSSION AND DIRECTION ON CITY HALL ELECTRIFICATION & RELATED IMPROVEMENT PROJECTS

Recommendation

It is recommended that the City Council:

- 1. Provide direction on the City Council's interest in participating in the Southern California Edison (SCE) Charge Ready Program, including consideration of a 10-year commitment to share the cost of installing Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification;
- 2. Provide direction to City staff on developing plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification;

- 3. Provide direction on the City Council's interest in participating in the Clean Power Alliance (CPA) Power Ready Program, including consideration of up to a 20-year commitment, to facilitate installation of solar panels at the Hope/Mound City parking lot and battery backup systems at City Hall to support building electrification;
- 4. Provide direction on the City's participation in the Metropolitan Water District (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;
- 5. Set a date for a public hearing to adopt contracts for energy conservation/alternative energy supply, pursuant to California Government Code Section 4217.10.

27. PROVIDE DIRECTION REGARDING A PROPOSED MASTER LEASE AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ENTERPRISE FLEET MANAGEMENT INC. FOR POLICE DEPARTMENT FLEET TRANSITION TO BATTERY ELECTRIC VEHICLES

Recommendation

It is recommended that the City Council:

- 1. Provide direction regarding a Proposed Master Lease Equity Agreement between the City of South Pasadena and Enterprise Fleet Management Inc.; and
- 2. Provide direction regarding appropriation of \$304,124 for the leasing of ten (10) new Tesla Model Y and ten (10) Tesla Model 3 vehicles from Enterprise Fleet Management Inc.; and
- 3. Provide direction regarding appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc.; and
- 4. Provide direction regarding a 15% project contingency for unforeseen expenses, including inflationary cost pressures; and
- 5. Authorize the City Manager to execute all related documents on behalf of the City.

28. AWARD OF A CONTRACT FOR WASTE CONSULTANT IN SUPPORT OF AMENDING EXCLUSIVE REFUSE SERVICE AGREEMENT

Recommendation

It is recommended that the City Council award a contract with a consultant to assist the City in amending its current exclusive refuse service agreement with Athens Services as well as to assist the City in negotiating rates with its current exclusive refuse waste hauler.

INFORMATION REPORTS

29. APPROVAL OF MOBILE CRISIS PILOT PROGRAM AGREEMENT LETTER

Recommendation

It is recommended that the City Council approve the San Gabriel Valley Council of Government (SGVCOG) Mobile Crisis Pilot Program Agreement Letter, in coordination with the adopted 2022 Legislative Platform.

30. DISCUSSION OF HOUSING ELEMENT LETTER FROM THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND POSSIBLE DIRECTION TO STAFF ON STRATEGIES

Recommendation

It is recommended that the City Council:

- 1. Review HCD's July 8, 2022, letter reviewing South Pasadena's 2nd Draft Housing Element (Attachment 1); and,
- 2. Provide direction regarding strategies to address HCD's comments.

PUBLIC COMMENT - CONTINUED

31. CONTINUED PUBLIC COMMENT - GENERAL

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

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

August 3, 2022 CANCELLED

August 17, 2022 Regular City Council Meeting 7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

www.southpasadenaca.gov/CityCouncilMeetings2022

Regular meetings are live streamed via the internet at:

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **July 20, 2022**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.

7/14/2022 /S

Date Christina A. Muñoz, Deputy City Clerk

PROCLAMATION



City of South Pasadena Proclamation Declaring Support for and Standing in Solidarity with the People of Ukraine

WHEREAS, on August 24, 1991, following the Verkhovna Rada (Parliament) of the Ukrainian Soviet Socialist Republic's approval of the Act of Declaration of Independence, Ukraine officially reestablished and declared itself an independent democratic state; and

WHEREAS, the Act of Declaration declared that only the Constitution, laws, orders of the Government, and other legislative acts of the republic would be valid in the territory of Ukraine; and

WHEREAS, on February 24, 2022, the Russian Federation, under the leadership of its president Vladimir Vladimirovich Putin, launched a brutal, unprovoked act of war and a full-scale invasion of Ukraine; and

WHEREAS, there is clear and ample evidence of systemic and massive war crimes and crimes against humanity committed against the people of Ukraine by the armed forces of the Russian Federation; and

WHEREAS, the crimes committed by the armed forces of the Russian Federation include specific genocidal intent to destroy Ukrainians as a national group, willful and mass execution of Ukrainian civilians, rape, torture, widespread physical harm and mental harm, and the forceful transfer of Ukrainian children to the Russian territories; and

WHEREAS, the war crimes committed by the Russian Federation meet the definition of genocide as contained in Article II of the 1948 Genocide Convention; and

WHEREAS, the City of South Pasadena recognizes that the Russian Federation is committing acts of genocide against the Ukrainian people; and

WHEREAS, the City of South Pasadena joins the international community in condemning this genocide and honoring those who fight for a free, independent, and democratic Ukraine.

NOW, THEREFORE, I, Michael Cacciotti, on behalf of the City Council of the City of South Pasadena, hereby proclaim on July 20, 2022 our support solidarity with the people of Ukraine, commend their strength and courage, and urge our citizens to support those fighting for democracy and freedom.

__7/20/22_

Mayor, Michael A. Cacciotti

Date



City Council Agenda Report

ITEM NO. 9

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY: Kenneth L. Lo

: Kenneth L. Louie, Interim Deputy City Manager

SUBJECT:

Approval of Prepaid Warrants in the Amount of \$239,516.07; General City Warrants in the Amount of \$1,162,092.02; Online Payments in the Amount of \$105,541.62; Transfers in the Amount of \$265,840.74; Payroll in the Amount of \$1,646,910.16

Recommendation

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

Fiscal Impact

Prepaid Warrants:			
Warrant # 314652-314674	\$	69,918.14	
ACH	\$	169,597.93	
Voids	\$	0	
General City Warrants:			
Warrant # 314675-314809	\$	405,048.29	
ACH	\$	757,043.73	
Voids	\$	0	
Payroll Period Ending: 06/10/2022	\$	737,150.22	
Payroll Period Ending: 06/13/2022	\$	1,338.03	
Payroll Period Ending: 06/14/2022	\$	1,100.77	
Payroll Period Ending: 06/24/2022	\$	876,744.19	
Payroll Period Ending: 06/29/2022	\$	30,576.95	
Wire Transfers Out – To (LAIF)	\$	0	
Wire Transfers In – From (LAIF)	\$ \$ \$	0	
Wire Transfers (RSA)	\$	0	
Wire Transfers Out – To (Acct # 2413)	\$	239,880.50	
Wire Transfers Out - To (Acct # 1936)		25,960.24	
Online Payments	\$	105,541.62	
RSA:			
Prepaid Warrants	\$	0	
General City Warrants	\$	0	
Total	\$	3,419,900.61	

Approval of Warrants July 20, 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. Payroll

ATTACHMENT 1 Warrant Summary

City of South Pasadena Demand/Warrant Register		Date	7/20/2022
Recap by fund	Fund No.		Amounts
Occupation I	404	Prepaid	Written
General Fund Insurance Fund	101 103	78,352.75 3,215.10	390,132.63
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	11,000.00	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	3,740.34
Local Transit Return "C"	207	143.00	858.50
TEA/Metro Sewer Fund	208 210	- 142.99	32,620.94
CTC Traffic Improvement	211	142.33	-
Street Lighting Fund	215	142.98	69,821.07
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund Mission Meridian Public Garage	223 226	-	3,423.26
Housing Authority Fund	228	-	3,423.20
State Gas Tax	230	142.98	3,177.46
County Park Bond Fund	232	-	2,089.83
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W Measure H	239 241	-	670.41
Prop C Exchange Fund	242	-	71,907.85
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture Police Grants - State	270 272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	_	88,723.90
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	17,976.96
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	425,808.19
Water Fund	500	285.96	49,390.68
Water Efficinency Fund 2016 Water Revenue Bonds Fund	503 505	-	-
SRF Loan - Water	506	132,483.17	- -
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	13,607.14	-
	O. l	000 540 07	- 4 400 040 00
	Column Totals: _	239,516.07	1,160,342.02
Recap by fund	Fund No.		Amounts
504	207	Prepaid	Written
RSA	227	-	1,750.00
RSA F	Report Totals:	-	1,750.00
	_	_	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	City Report Totals:	_	1,401,608.09
	Payroll Period End	ing: 06/10/2022	737,150.22
	Payroll Period End	0	1,338.03
	Payroll Period End		1,100.77
	Payroll Period End	ing: 06/24/2022	876,744.19
	Payroll Period End		30,576.95
	Wire Transfer Out		-
	Wire Transfer In - I Wire Transfer - RS		-
	Wire Transfer Out		239,880.50
	Wire Transfer Out		25,960.24
	Online Payments		105,541.62
	Voids - Prepaid		-
	Voids - General W	arrant	-
	Grand Report Total:	_	3,419,900.61
	topoit iotali	-	5,715,500.01

ATTACHMENT 2 Prepaid Warrant List

Check Detail

User: ealvarez

Printed: 07/11/2022 - 2:33PM



Check Number Check Date Amount TTLRADVG - Totally Rad Video Games 314652 06/14/2022 10153357 Line Item Date Line Item Description 06/08/2022 Mobile Laser Tag for In-House Camp Med Field Trip: 06/08/2022 774.00 774.00 Inv 10153357 Total 774.00 314652 Total: 774.00 TTLRADVG - Totally Rad Video Games Total: **UNDRWDFF - Underwood Family Farms** 314653 06/14/2022 01127 Inv Line Item Date Line Item Description 06/22/2022 Summer Camp Med Field TripL: 06/22/2022 to Underwood Family 600.00 600.00 Inv 01127 Total 600.00 314653 Total: **UNDRWDFF** - **Underwood Family Farms Total:** 600.00 Total: 1,374.00

Check Detail

User: ealvarez

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Check Number Cl	heck Date	Amount
AQU8030 - Aquarium o	of the Pacific	
	5/21/2022	
Inv 9050267		
<u>Line Item Date</u> 06/14/2022	<u>Line Item Description</u> Summer Camp Med Field Trip on 06/14/2022	1,459.50
Inv 9050267 Total		1,459.50
314654 Total:		1,459.50
AQU8030 - Aquarium o	of the Pacific Total:	1,459.50
CSD3014 - Ca. State Di 314655 06	sbursement Unit 5/21/2022	
Inv PR 06/10/20	022	
<u>Line Item Date</u> 06/08/2022	<u>Line Item Description</u> PR Batch 61022.06.2022 Garnishment - Case # FAMSS - 1406906	814.15
Inv PR 06/10/2022	Total	814.15
314655 Total:		814.15
CSD3014 - Ca. State Di	sbursement Unit Total:	814.15
INMC9010 - Inland Me 314656 06	echanical Services, Inc. 5/21/2022	
Inv 17362		
<u>Line Item Date</u> 02/09/2022	<u>Line Item Description</u> Citywide Airflow Analysis of HVAC System at City Facilies Citywide Airflow Analysis of HVAC System at City Facilies	900.00
02/09/2022	Citywide Airilow Analysis of HVAC System at City Facilies	11,000.00
Inv 17362 Total		11,900.00
314656 Total:		11,900.00
INMC9010 - Inland Me	echanical Services, Inc. Total:	11,900.00
VRMZ7000 - Munoz, V 314657 06	Valerie 5/21/2022	

Check Number	Check Date	Amount
1		

Inv PR 06/10/	2022	
Line Item Date 06/08/2022	<u>Line Item Description</u> PR Batch 61022.06.2022 - Garnishment	750.00
		750.00
Inv PR 06/10/202	z Total	750.00
314657 Total:		750.00
VRMZ7000 - Munoz,	Valerie Total:	750.00
PRKTBLES - Park Ta 314658 C Inv PT1674	bles 16/21/2022	
<u>Line Item Date</u> 06/08/2022	<u>Line Item Description</u> Plastic Trash Can Liner Inserts: Qty # 54	4,873.05
Inv PT1674 Total		4,873.05
314658 Total:		4,873.05
PRKTBLES - Park Ta	bles Total:	4,873.05
PSNS7101 - Pasadena 314659 0 Inv 90007380	6/21/2022	
<u>Line Item Date</u> 06/02/2022	<u>Line Item Description</u> 26 Week Subscription Renewal	313.85
Inv 900073808 To	otal	313.85
314659 Total:		313.85
PSNS7101 - Pasadena	Star-News Total:	313.85
	Officers Association 700-0000-0000-2246-000 6/21/2022	
<u>Line Item Date</u> 06/08/2022 06/08/2022	<u>Line Item Description</u> PR Batch 61022.06.2022 SPPOA - Union Dues PR Batch 61022.06.2022 SPPOA Insurance	2,754.15 2,029.27
Inv June 2022 Tot	al	4,783.42
0 Total:		4,783.42
SOU5435 - S.P. Police	Officers Association Total:	4,783.42
A.P. Chaok Datail (7/11)	2022 2.27 DM	Page 2

Check Number Check Date Amount

SOU5451 - S.P. Public S	service Employees Association 700-0000-0000-2248-000	
0 06/ Inv June 2022	221/2022	
Line Item Date	Line Item Description	
06/08/2022	PR Batch 61022.06.2022 SPPSEA - Union Dues	1,380.00
Inv June 2022 Total		1,380.00
0 Total:		1,380.00
SOU5451 - S.P. Public S	ervice Employees Association Total:	1,380.00
	Service Employees Association-PT 700-0000-0000-2249-000 21/2022	
Inv June 2022	21/2022	
<u>Line Item Date</u> 06/08/2022	<u>Line Item Description</u> PR Batch 61022.06.2022 PART TIME ASSN. DUES / FEE	304.00
Inv June 2022 Total		304.00
0 Total:		304.00
CEAP7000 - S.P. Public	Service Employees Association-PT Total:	304.00
SOU5230 - S.P.Firefight		
0 06/ Inv June 2022	21/2022	
Line Item Date 06/08/2022	<u>Line Item Description</u> PR Batch 61022.06.2022 Fire Assn. Insurance	177.42
06/08/2022 06/08/2022	PR Batch 61022.06.2022 Firefighters 3657 - Union PR Batch 61022.06.2022 FFA Fire Rec Fees	2,050.00 90.00
Inv June 2022 Total		2,317.42
my june 2022 10tal		2,317.42
0 Total:		2,317.42
SOU5230 - S.P.Firefight	ers L-3657 Total:	2,317.42
SSDV2018 - Sandoval, S		
0 06/ Inv PR 06/10/20	² 1/2022 22	
Line Item Date	Line Item Description	
06/08/2022 06/08/2022	PR Batch 61022.06.2022 - Garnishment PR Batch 61022.06.2022 - Garnishment	485.00 737.00
Inv PR 06/10/2022	Total	1,222.00

Check Number Check Date	Amount
0 Total:	1,222.00
SSDV2018 - Sandoval, Sheila Total:	1,222.00
TRIPEPIS - Tripepi Smith 314660 06/21/2022 Inv 7840	
Line Item DateLine Item Description05/11/2022Redistricting Services	16,448.00
Inv 7840 Total	16,448.00
314660 Total:	16,448.00
TRIPEPIS - Tripepi Smith Total:	16,448.00
Total:	46,565.39

Check Detail

User: ealvarez

07/11/2022 - 2:38PM Printed:



Check Number Check Date	Amount
ADJWEST - Adjudicate Inc. 314661 06/28/2022 Inv 566497	
Line Item DateLine Item Description06/08/2022Mediation - Legal Services	2,025.00
Inv 566497 Total	2,025.00
314661 Total:	2,025.00
ADJWEST - Adjudicate Inc. Total:	2,025.00
AIS0107 - Alliant Insurance Svcs,Inc. 0 06/28/2022 Inv 1948334	
Line Item Date Line Item Description 06/21/2022 Special Events Insurance for the SP Eclectic Music Festival	1,443.00
Inv 1948334 Total	1,443.00
0 Total:	1,443.00
AIS0107 - Alliant Insurance Svcs,Inc. Total:	1,443.00
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo 0 06/28/2022 Inv 651313	
Line Item Date 06/21/2022Line Item Description Personnel Matters	2,874.90
Inv 651313 Total	2,874.90
0 Total:	2,874.90
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:	2,874.90
CWNC2501 - Carl Warren & Company 0 06/28/2022	

Check Number Chec	ck Date	Amount
Inv 2021257-2021	277	
<u>Line Item Date</u> 06/21/2022	Line Item Description City Claims Admin	1,772.10
Inv 2021257-2021277	Total	1,772.10
Total:		1,772.10
WNC2501 - Carl Warre	n & Company Total:	1,772.10
EOF8011 - Quadient Fin	ance USA, Inc.	
000001007505	3/2022	
<u>Line Item Date</u> 06/16/2022	Line Item Description Postage Meter Reserve Account	500.00
Inv 0000010275872 T	otal	500.00
Total:		500.00
EOF8011 - Quadient Fin	ance USA, Inc. Total:	500.00
WRCB833 - State Water	Resources Control Board	
06/28	3/2022	
Inv D1702066		
<u>Line Item Date</u> 06/28/2022 06/28/2022	Line Item Description Water Revolving Fund Contract # D1702066 & Project 1910154-001 Water Revolving Fund Contract # D1702066 & Project 1910154-001	50,589.50 81,893.67
Inv D1702066 Total		132,483.17
Total:		132,483.17
WRCB833 - State Water	Resources Control Board Total:	132,483.17
OBR7131 - The Advanta 06/28	ge Group 3/2022	
Inv 142682	5/2022	
	<u>Line Item Description</u> HRA May 2022 Admin Fee	318.00
Inv 142682 Total		318.00
Inv June 2022		
	Line Item Description HRA June 2022 Premium	14,857.22
Inv June 2022 Total		14,857.22
AP-Check Detail (7/11/202)	2 - 2:38 PM)	Page 2

Check Number Check Date	Amount
0 Total:	15,175.22
COBR7131 - The Advantage Group Total:	15,175.22
Total:	156,273.39

Check Detail

User: ealvarez

Printed: 07/11/2022 - 2:40PM



Check Number Check Date	Amount
DTV5012 - DIRECTV 314662 07/11/2022 Inv 068653046220629	
Line Item Date 06/29/2022Line Item Description ACCT #068653046X22629; EOC COMMUNICATION 06/28/2022	96.98
Inv 068653046220629 Total	96.98
314662 Total:	96.98
DTV5012 - DIRECTV Total:	96.98
MMA2011 - MMASC 314663 07/11/2022 Inv 5177	
Line Item Date 06/30/2022Line Item DescriptionTiara Solorzano 2022 Summer Seminar	100.00
Inv 5177 Total	100.00
Inv 5186	
Line Item Date 06/30/2022Line Item Description Mary Jeregian 2022 Summer Seminar	100.00
Inv 5186 Total	100.00
314663 Total:	200.00
MMA2011 - MMASC Total:	200.00
RANCHOCU - Rancho Cucamonga Quakes 314664 07/11/2022 Inv 53543EJ	
Line Item Date Line Item Description 07/07/2022 Summer Camp Med Field Trip: Rancho Cucamonga Quakes 07/12/2	550.00
Inv 53543EJ Total	550.00
314664 Total:	550.00

Check Number Check Date	Amount
RANCHOCU - Rancho Cucamonga Quakes Total:	550.00
Total:	846.98

Check Detail

User: ealvarez

Printed: 07/13/2022 - 10:25AM



Check Number Check Date	Amount
DABN8267 - Bohan, Diana 101-8030-8021-8267-000	
0 07/13/2022 Inv 8455	
Line Item Date Line Item Description	
07/05/2022 Contract Instructor-Yoga: 06/02/2022-06/28/2022	115.20
Inv 8455 Total	115.20
Inv 8459	
<u>Line Item Date</u> <u>Line Item Description</u>	
07/05/2022 Contract Instructor-Yoga Walk In: 06/02/2022-06/28/2022	100.00
Inv 8459 Total	100.00
0 Total:	215.20
DABN8267 - Bohan, Diana Total:	215.20
CSD3014 - Ca. State Disbursement Unit	
314665 07/13/2022 Inv PR 06/24/2022	
Line Item Date	814.15
Inv PR 06/24/2022 Total	814.15
314665 Total:	814.15
CSD3014 - Ca. State Disbursement Unit Total:	814.15
COR7788 - Cornforth, Robert Darren	
0 07/13/2022 Inv 7976	
Line Item Date 06/13/2022Line Item Description Class Instructor Tennis Beginner - 04/09-06/18/22	780.00
Inv 7976 Total	780.00
Inv 7977	
<u>Line Item Date</u> <u>Line Item Description</u>	

Check Number (Check Date	Amount
06/13/2022	Class Instructor Tennis Beginner: 04/09/22-06/18/22	468.00
Inv 7977 Total		468.00
Inv 7981		
<u>Line Item Date</u> 06/13/2022	<u>Line Item Description</u> Class Instructor Tennis Intermediate: 04/09/22-06/18/22	702.00
Inv 7981 Total		702.00
Inv 8170		
<u>Line Item Date</u> 06/13/2022	<u>Line Item Description</u> Class instructor Tennis Beginner: 04/09/22-06/18/22	624.00
Inv 8170 Total		624.00
0 Total:		2,574.00
COR7788 - Cornforth	, Robert Darren Total:	2,574.00
PMLDONG - Dong, P	amela 17/13/2022	
Inv 8462	1//13/2022	
<u>Line Item Date</u> 06/27/2022	<u>Line Item Description</u> June Tai Chi Qi Gong: 06/06/22-06/27/22	84.00
Inv 8462 Total		84.00
Inv 8465		
<u>Line Item Date</u> 06/27/2022	<u>Line Item Description</u> June Tai Chi Qi Gong walk in 06/13/22-06/27/22	40.00
Inv 8465 Total		40.00
Inv 8469		
<u>Line Item Date</u> 06/27/2022	<u>Line Item Description</u> June Tai Chi Martial Arts Introduction: 06/01/2022-06/27/2022	32.00
Inv 8469 Total		32.00
Inv 8473		
<u>Line Item Date</u> 06/27/2022	<u>Line Item Description</u> June Tai Chi Martial Arts Walk In Introduction: 06/06-06/27/22	28.00
Inv 8473 Total	Sale Iai Chi Matai i ita Mak ii maodacion 00/00 00/27/22	28.00
111V 04/3 Total		20.00
314666 Total:		184.00
PMLDONG - Dong, P	amela Total:	184.00
AP Chack Datail (7/13)		Daga 2

Check Number Check Date Amount

CRHY8067 - Hartney,	Corev	
0 07	7/13/2022	
Inv 8391		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Basketball Fundamentals Intermediate: 05/21/22-06/18/22	286.00
Inv 8391 Total		286.00
Inv 8393		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Basketball Fundamentals Beg: 05/21/22-06/18/22	357.50
Inv 8393 Total		357.50
0 Total:		643.50
CRHY8067 - Hartney,	Corey Total:	643.50
PODM8264 - Juceam, S 314667 07	Scott 1/13/2022	
Inv 06/17/2022		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Summar Movies in the Park A/V Package	800.00
06/29/2022	Summar Movies in the Park A/V Package	1,000.00
Inv 06/17/2022 Tot	tal	1,800.00
314667 Total:		1,800.00
PODM8264 - Juceam,	Scott Total:	1,800.00
PRKA8267 - Parker-Ar 314668 07	nderson Enrichment //13/2022	
Inv 8166		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor Anime, Cartooning, Comics: 06/20-06/24/22	1,113.75
Inv 8166 Total		1,113.75
Inv 8167		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor Fornite/Pokemon Art: 06/20-06/24/22	866.25
Inv 8167 Total		866.25
314668 Total:		1,980.00

Check Number Check Date Amount

PRKA8267 - Parker-A	nderson Enrichment Total:	1,980.00
RCKL8032 - Rocketol		
314669 0 Inv 8104	7/13/2022	
Line Item Date	Line Item Description	
06/29/2022	Class Instructor Explorer Camp: 06/06/22-06/10/22	813.75
Inv 8104 Total		813.75
Inv 8105		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor Lego Amusement: 06/06/22-06/10/22	930.00
Inv 8105 Total		930.00
Inv 8171		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor Detective Camp: 06/13/22-06/17/22	1,627.50
Inv 8171 Total		1,627.50
Inv 8172		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor Lego Mega Machines: 06/13/22-06/17/22	1,627.50
Inv 8172 Total		1,627.50
314669 Total:		4,998.75
RCKL8032 - Rocketole	ogy LLC Total:	4,998.75
SAN8032 - San Pascua 314670 0	I Stables 7/13/2022	
Inv 8135	1113/2022	
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor AM CAMP Week 1	2,440.00
Inv 8135 Total		2,440.00
Inv 8136		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Contract Class Instructor AM CAMP Week 2	1,960.00
Inv 8136 Total		1,960.00
Inv 8137		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Contract Class Instructor AM CAMP Week 3	520.00

Check Number	Check Date	Amount
Inv 8137 Total		520.00
Inv 8144		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Contract Class Instructor PM CAMP Week 1	920.00
Inv 8144 Total		920.00
Inv 8145		
<u>Line Item Date</u> 06/29/2022	Line Item Description Contract Class Instructor PM CAMP Week 2	440.00
Inv 8145 Total		440.00
314670 Total:		6,280.00
SAN8032 - San Pascu	al Stables Total:	6,280.00
SSDV2018 - Sandoval	I, Sheila	
0 Inv PR 06/24/	07/13/2022 /2022	
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> PR Batch 62422.06.2022 - Garnishment	737.00
06/22/2022	PR Batch 62422.06.2022 - Garnishment	485.00
Inv PR 06/24/202	22 Total	1,222.00
0 Total:		1,222.00
SSDV2018 - Sandoval	l, Sheila Total:	1,222.00
0	William 101-8030-8021-8267-000 07/13/2022	
Inv 8421	Line Item Decoriation	
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-June Functional Fitness: 06/03/22-06/27/22	352.00
Inv 8421 Total		352.00
Inv 8423		
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-June Functional Fitness Friday only	16.00
Inv 8423 Total		16.00
Inv 8424		
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-June Functional Fitness Walk In	320.00
AP-Check Detail (7/13	(/2022 10:25 AM)	Page 5

320.00 688.00 688.00 150.00 150.00
688.00 150.00 150.00
150.00 150.00
150.00
150.00
150.00
150.00
150.00
142.98 142.98
142.99 143.00
142.98 142.98
857.91
857.91
857.91
236.00
236.00
2,954.70

Check Number C	Check Date	Amount
Inv 8088 Total		2,954.70
Inv 8095		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Contract Class Instructor -Summer Camp Week 2	2,954.70
Inv 8095 Total		2,954.70
Inv 8096		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Contract Class Instructor -Summer Camp Week 3	1,969.80
Inv 8096 Total		1,969.80
Inv 8097		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Contract Class Instructor -Summer Camp Week 4	2,954.70
Inv 8097 Total	·	2,954.70
Inv 8396		
<u>Line Item Date</u> 06/29/2022	<u>Line Item Description</u> Class Instructor the Skateside Beginner - 06/05/22-06/26/22	522.90
Inv 8396 Total		522.90
314673 Total:		11,592.80
LEBE8032 - The Skate	eside, LLC Total:	11,592.80
PUFG8267 - Wong, Pa 314674 0	uline 7/13/2022	
Inv 8440	, 10, 20, 20, 20, 20, 20, 20, 20, 20, 20, 2	
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-Sr Line Dance: 06/02/2022-06/30/2022	32.00
Inv 8440 Total		32.00
Inv 8443		
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-Sr Line Dance: 06/02/2022-06/30/2022	112.00
Inv 8443 Total		112.00
Inv 8493		
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Int Line Dance: 06/01/2022-06/29/2022	48.75
Inv 8493 Total		48.75

Check Number Check Date	Amour	ıt
Inv 8499		
<u>Line Item Date</u> <u>Line Item</u> 07/05/2022 <u>Int Line I</u>	<u>Description</u> nnce: 06/01/2022-06/29/2022 247.0	00
Inv 8499 Total	247.0)0
Inv 8540		
	description structor-Sr Line Dance: 06/01/22-06/29/22 16.2	25
Inv 8540 Total	16.2	25
314674 Total:	456.0	00
PUFG8267 - Wong, Pauline Total:	456.0)0
		=
Total:	34,456.3	;1

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: ealvarez

Printed: 07/13/2022 - 11:55AM



Check Number Ch	eck Date	Amount
ABCBEE - ABC Bee Co 314675 07/ Inv 7055	ntrol 20/2022	
<u>Line Item Date</u> 05/18/2022	<u>Line Item Description</u> Humane Bee Removal-Statford Ave.	550.00
Inv 7055 Total		550.00
314675 Total:		550.00
ABCBEE - ABC Bee Co	ntrol Total:	550.00
ACHG2013 - A-Check C 314676 07/ Inv 59-0678348	Clobal 20/2022	
<u>Line Item Date</u> 05/31/2022	<u>Line Item Description</u> Payment for electronic background services	239.75
Inv 59-0678348 Tota	al	239.75
314676 Total:		239.75
ACHG2013 - A-Check C	dobal Total:	239.75
ATGC8530 - Acorn Tech 0 07/ Inv 95903	nology Services 20/2022	
<u>Line Item Date</u> 06/01/2022	<u>Line Item Description</u> IT Montly Service Charge (May)	23,000.00
Inv 95903 Total		23,000.00
0 Total:		23,000.00
ATGC8530 - Acorn Tech	nology Services Total:	23,000.00
SEAHSNG - Ah Song, S 314677 07/	eung 20/2022	

Check Number Check Date	Amount
Inv 122664	
<u>Line Item Date</u> <u>Line Item Description</u> 06/22/2022	330.00
Inv 122664 Total	330.00
314677 Total:	330.00
SEAHSNG - Ah Song, Seung Total:	330.00
AIR6010 - Airgas USA LLC	
0 07/20/2022 Inv 9989816874	
<u>Line Item Date</u> <u>Line Item Description</u> 06/30/2022 OXYGEN CYLINDER RENTAL-JUNE 2022	445.05
Inv 9989816874 Total	445.05
0 Total:	445.05
AIR6010 - Airgas USA LLC Total:	445.05
ALAL5011 - Alert-All Corp. 314678 07/20/2022 Inv 222060215	
Line Item Date 06/27/2022Line Item DescriptionFIRE SAFETY EVENT SUPPLIES	499.43
Inv 222060215 Total	499.43
314678 Total:	499.43
ALAL5011 - Alert-All Corp. Total:	499.43
ALH0179 - Alhambra Car Wash 314679 07/20/2022	
Inv May 2022	
Line Item DateLine Item Description06/21/2022Police Department Car Washes - May 2022	247.00
Inv May 2022 Total	247.00
314679 Total:	247.00
ALH0179 - Alhambra Car Wash Total:	247.00

		spital Med Ctr	
314680 Inv	07/2 3/26/2022	0/2022	
<u>Line 1</u>	Item Date /2022	<u>Line Item Description</u> Medical Supplies for Fire Department; 3/26/2022	1,171.58
Inv 3/	/26/2022 Total		1,171.58
Inv	4/25/2022		
<u>Line 1</u>	Item Date /2022	<u>Line Item Description</u> Medical Supplies for Fire Department; 4/25/2022	68.10
	/25/2022 Total		68.10
Inv	5/13/2022		
<u>Line l</u> 05/13	Item Date /2022	<u>Line Item Description</u> Medical Supplies for Fire Department; 5/13/2022	82.92
Inv 5/	/13/2022 Total		82.92
Inv	5/19/2022		
<u>Line 1</u> 05/19	<u>Item Date</u> /2022	<u>Line Item Description</u> Medical Supplies for Fire Department; 5/19/2022	16.80
Inv 5/	/19/2022 Total		16.80
Inv	5/23/2022		
<u>Line 1</u> 05/23	Item Date /2022	Line Item Description Medical Supplies for Fire Department; 5/23/2022	20.59
Inv 5/	23/2022 Total		20.59
314680 To	tal:	_	1,359.99
ALH0181 -	- Alhambra Ho	spital Med Ctr Total:	1,359.99
ACMT292 314681	-	nagement Services, Inc. 0/2022	
Inv	78070		
<u>Line 1</u> 06/13	Item Date /2022	Line Item Description Crossing Guard Services: 05/15/2022-05/28/2022	9,395.37
Inv 78	8070 Total		9,395.37
Inv	78416		
Line 1 06/23	<u>Item Date</u> /2022	<u>Line Item Description</u> Crossing Guard Services: 05/29/22-06/11/22	2,640.33
Inv 78	8416 Total		2,640.33

Check Number Check Date	Amount
Inv 78632	
<u>Line Item Date</u> <u>Line Item Description</u> 06/29/2022	3,751.16
Inv 78632 Total	3,751.16
314681 Total:	15,786.86
ACMT2920 - All City Management Services, Inc. Total:	15,786.86
ALL0197 - All Star Fire Equipment, Inc. 314682 07/20/2022	
Inv 239173	
Line Item DateLine Item Description04/14/2022NOMEX BRUSH COAT WI/LETTERING; S BENITEZ	332.86
Inv 239173 Total	332.86
314682 Total:	332.86
ALL0197 - All Star Fire Equipment, Inc. Total:	332.86
ALLI3041 - Alliant Insurance Services, Inc. 314683 07/20/2022	
Inv W1732822	
<u>Line Item Date</u> <u>Line Item Description</u> 04/08/2022	148.75
Inv W1732822 Total	148.75
314683 Total:	148.75
ALLI3041 - Alliant Insurance Services, Inc. Total:	148.75
MPM5011 - AMPM Door, Inc.	
0 07/20/2022 Inv 51543	
Line Item Date Line Item Description 04/05/2022 Service Maintenance Provider-FD Side Entrance	507.45
Inv 51543 Total	507.45
0 Total:	507.45
AMPM5011 - AMPM Door, Inc. Total:	507.45
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ANT0243 - Antrim's Se 314684 07	curity Co., Inc. /20/2022	
Inv 59961	20/2022	
<u>Line Item Date</u> 05/02/2022	Line Item Description Key Duplication	48.51
Inv 59961 Total		48.51
Inv 60062		
<u>Line Item Date</u> 05/12/2022	<u>Line Item Description</u> Key Duplication-CM Office	49.61
Inv 60062 Total		49.61
Inv 60103		
<u>Line Item Date</u> 05/24/2022	<u>Line Item Description</u> Key Duplication-CM office	36.38
Inv 60103 Total		36.38
314684 Total:		134.50
ANT0243 - Antrim's Se	curity Co., Inc. Total:	134.50
	nc. (Formerly Empire Cleaning Supply) /20/2022	
Line Item Date 06/07/2022	<u>Line Item Description</u> Fire Dept- Apparatus Cleaning Supplies	616.37
Inv S5260625.001	Total	616.37
314685 Total:		616.37
EMPI5011 - Aramsco, I	nc. (Formerly Empire Cleaning Supply) Total:	616.37
RIAL6501 - Arriola, Ri 314686 07	chard /20/2022	
Inv 6/24/2022		
<u>Line Item Date</u> 06/24/2022	<u>Line Item Description</u> Mileage Claim-Richard Arriola 6/24/2022	20.48
Inv 6/24/2022 Tota		20.48
314686 Total:		20.48
RIAL6501 - Arriola, Ri	chard Total:	20.48

ATTM4011 - AT & T N 314687 0'	Mobility 7/20/2022	
Inv 287288006		
* * * * * * * * * * * * * * * * * * *	The Book of	
<u>Line Item Date</u> 05/02/2022	<u>Line Item Description</u> Public Works Cell Phones -April-May 2022-Admin & Hotspots	703.95
05/02/2022	Public Works Cell Phones -April-May 2022-Admin & Hotspots Public Works Cell Phones -April-May 2022-Sewer	40.48
05/02/2022	Public Works Cell Phones -April-May 2022-Water Prod.	157.18
05/02/2022	Public Works Cell Phones -April-May 2022-Water Dist.	214.14
Inv 287288006612	2X05 Total	1,115.75
314687 Total:		1,115.75
ATTM4011 - AT & T N	Aobility Total:	1,115.75
AT&T5011 - AT&T		
314688 0	7/20/2022	
Inv 331841-07	563432	
Line Item Date	Line Item Description	
06/07/2022	AN (331 841-0756 343 2) Service (06/07/2022-07/06/2022)	33.97
Inv 331841-07563	432 Total	33.97
Inv 331841-08	023436	
Line Item Date	Line Item Description	
06/07/2022	AN (331 841-0802 343 6) Service (06/07/2022-07/06/2022)	33.97
* 221041 00022	40 CT . 1	22.07
Inv 331841-08023	436 Total	33.97
Inv 626441-64	973570	
IIIV 020111 01	7/33/10	
Line Item Date	Line Item Description	004.55
06/13/2022	AN (626441-64973570) Service (06/13/2022-07/12/2022)	934.55
Inv 626441-64973	570 Total	934.55
1111 020111 01375	, v 13	
314688 Total:		1,002.49
	7/20/2022	
Inv 000018250	1087	
Line Item Date	Line Item Description	
05/27/2022	AN 9391036943 Services (04/27/2022-05/26/2022)	8,105.50
Inv 000018250087	7 Total	8,105.50
	M(0)	
Inv 000018250	1408	
Line Item Date	Line Item Description	
06/06/2022	AN CLAPDOPAS Services (04/27/2022-05/26/2022)	322.27
Inv. 000019250466) Tatal	322.27
Inv 000018250468	o total	322.21

Inv 000018375857		
	<u>Line Item Description</u> AN 9391062308 Services (05/20/2022-06/19/2022)	14,435.28
Inv 000018375857 Tot		14,435.28
		-,
Inv 000018376183		
	<u>Line Item Description</u> AN 9391081369 Services (05/20/2022-06/19/2022)	65.64
Inv 000018376183 Tot	tal	65.64
314689 Total:		22,928.69
ATCN9011 - AT&T Total:		23,931.18
CIN4011 - AT&T Mobility 314690 07/20	/2022	
Inv 287014917916		
	<u>Line Item Description</u> AN (287014917916) Services (05/09/2022 - 06/08/2022)	789.80
Inv 287014917916X00	6 Total	789.80
Inv 287269956155	X06	
	<u>Line Item Description</u> AN (287269956155) Services (06/07/2022 - 07/06/2022)	307.07
Inv 287269956155X00	6 Total	307.07
Inv 287297984615	X06	
	<u>Line Item Description</u> AN (287297984615) Services (05/03/2022 - 06/02/2022)	294.26
Inv 287297984615X00		294.26
Inv 287312118886	X06	
Line Item Date	Line Item Description	
	AN (287312118886) Services (05/03/2022 - 06/02/2022)	589.76
Inv 287312118886X06	5 Total	589.76
314690 Total:		1,980.89
CIN4011 - AT&T Mobility	Total:	1,980.89
BFWB4011 - Badge Frame	e, Inc.	
0 07/20	/2022	

Check Number Check Date	Amount
Inv 39398	
<u>Line Item Date</u> <u>Line Item Description</u> 05/11/2022 <u>Line Item Description</u> Retirement Plaques for Detective Michael Palmieri	158.39
Inv 39398 Total	158.39
0 Total:	158.39
BFWB4011 - Badge Frame, Inc. Total:	158.39
BAK0369 - Baker & Taylor Books	
0 07/20/2022 Inv 2036670444	
<u>Line Item Date</u> <u>Line Item Description</u> 05/20/2022 Books for Library	1,137.71
Inv 2036670444 Total	1,137.71
Inv 2036726845	
Line Item Date 06/20/2022Line Item Description Books for Library	424.28
Inv 2036726845 Total	424.28
Inv 2036739004	
Line Item Date 05/24/2022Line Item Description Books for Library	282.23
Inv 2036739004 Total	282.23
Inv 2036743902	
Line Item DateLine Item Description06/06/2022Books for Library	252.07
Inv 2036743902 Total	252.07
Inv 2036743954	
<u>Line Item Date</u> <u>Line Item Description</u> 06/17/2022 Books for Library	342.85
Inv 2036743954 Total	342.85
Inv 2036749400	
Line Item Date Line Item Description 06/01/2022 Books for Library	415.66
Inv 2036749400 Total	415.66
Inv 2036750689	
Line Item Date Line Item Description	
AP Check Datail (7/13/2022 11:55 AM)	Porce &

Che	ck Number Che	eck Date	Amount
	05/24/2022	Books for Library	33.16
	Inv 2036750689 Tota	al	33.16
	Inv 2036771651		
	<u>Line Item Date</u> 06/02/2022	Line Item Description Books for Library	374.11
	Inv 2036771651 Tota	al	374.11
	Inv 2036778292		
	<u>Line Item Date</u> 06/17/2022	<u>Line Item Description</u> Books for Library	211.76
	Inv 2036778292 Tota	al	211.76
	Inv 2036789658		
	<u>Line Item Date</u> 06/10/2022	<u>Line Item Description</u> Books for Library	289.70
	Inv 2036789658 Tota	al	289.70
	Inv 2036791573		
	Line Item Date 05/31/2022	Line Item Description Books for Library	5.99
	Inv 2036791573 Tota	al	5.99
	Inv 2036802807		
	<u>Line Item Date</u> 06/21/2022	Line Item Description Books for Library	192.13
	Inv 2036802807 Tota	al	192.13
	Inv 2036816767		
	Line Item Date 06/10/2022	<u>Line Item Description</u> Books for Library	34.53
	Inv 2036816767 Tota	al	34.53
	Inv 2036818721		
	<u>Line Item Date</u> 06/23/2022	Line Item Description Books for Library	69.54
	Inv 2036818721 Tota	al	69.54
	Inv 2036833243		
	Line Item Date	Line Item Description	#0# 01
	06/21/2022	Books for Library	585.81
	Inv 2036833243 Tota	al	585.81
_			

Check Number Chec	k Date	Amount
Inv 2036833244		
<u>Line Item Date</u> 06/21/2022	Line Item Description Books for Library	403.59
Inv 2036833244 Total		403.59
0 Total:		5,055.12
BAK0369 - Baker & Taylo	Books Total:	5,055.12
BAK0366 - Baker & Taylo 0 07/20		
Inv H61432160	2022	
	<u>Line Item Description</u> DVDs/ CDs	95.06
Inv H61432160 Total		95.06
Inv H61471860		
<u>Line Item Date</u> 05/25/2022	Line Item Description DVDs/ CDs	11.41
Inv H61471860 Total		11.41
Inv H61523360		
Line Item Date 05/26/2022	Line Item Description DVDs/ CDs	11.41
Inv H61523360 Total		11.41
Inv H61544440		
<u>Line Item Date</u> 05/31/2022	Line Item Description DVDs/ CDs	38.03
Inv H61544440 Total		38.03
Inv H61634640		
<u>Line Item Date</u> 06/08/2022	Line Item Description DVDs/ CDs	32.24
Inv H61634640 Total		32.24
Inv H61710750		
	Line Item Description DVDs/ CDs	33.07
Inv H61710750 Total		33.07
Inv H61818050		
Line Item Date	ine Item Description	

Check Number Chec	k Date	Amount
06/24/2022	DVDs/ CDs	42.52
Inv H61818050 Total		42.52
0 Total:		263.74
BAK0366 - Baker & Taylo	r Entertainment Total:	263.74
HYLYBEHN - Behnam, H : 314691 07/20		
Inv 122341		
	Line Item Description Refund for class due to particiapant no longer able to attend.	405.00
Inv 122341 Total		405.00
314691 Total:		405.00
HYLYBEHN - Behnam, H	aley Total:	405.00
BT4U8180 - Better 4 You M 314692 07/20 Inv 0522-3319		
	<u>Line Item Description</u> Meals for Onsite and Home Delivery: May 2022	6,470.00
Inv 0522-3319 Total		6,470.00
314692 Total:		6,470.00
BT4U8180 - Better 4 You N	Aeals, Inc. Total:	6,470.00
NCOBORLD - Borland, No. 314693 07/20. Inv 122682		
	Line Item Description Refund for class due to low enrollment per intructor's request.	164.00
Inv 122682 Total		164.00
314693 Total:		164.00
NCOBORLD - Borland, N	icola Total:	164.00
TYBL7000 - Borrello, Tyle 314694 07/20.		
A.P. Cl. 1. D. 4. 11 (7/12/2022)		

Inv 06/07-06/	0.00/22	
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> ADV. PUBLIC INFOR. OFFICER FOR DET. BORRELLO 06/07-(ADV. PUBLIC INFOR. OFFICER FOR DET. BORRELLO 06/07-(89.48
06/22/2022	ADV. PUBLIC INFOR. OFFICER FOR DET. BORRELLO 00/07-0	22.22
Inv 06/07-06/08/2	22 Total	111.70
314694 Total:		111.70
ΓYBL7000 - Borrello,	Tyler Total:	111.70
BCDJ4011 - Bravo Cl	nrysler Dodge Jeep Ram of Alhambra	
314695 (Inv 424890	07/20/2022	
Line Item Date	Line Item Description	
06/10/2022	Police Department Automotive Maint. Unit # 1908 - AC Repair	285.46
Inv 424890 Total		285.46
314695 Total:		285.46
3CDJ4011 - Bravo Ch	nrysler Dodge Jeep Ram of Alhambra Total:	285.46
	nc. (Formerly Dunbar Inc.) 07/20/2022	
Inv 4928121	77/20/2022	
<u>Line Item Date</u> 05/31/2022	<u>Line Item Description</u> Armored Cash Transportation - Excess Services May 2022	123.31
Inv 4928121 Tota	.1	123.31
314696 Total:		123.31
DBAR3011 - Brinks I	nc. (Formerly Dunbar Inc.) Total:	123.31
PMAB8021 - Budka, 1		
314697 (Inv 8447	77/20/2022	
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-Meditattion	12.80
Inv 8447 Total		12.80
Inv 8453		
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Contract Instructor-Meditation: 06/07/2022-06/28/2022	24.00
Inv 8453 Total		24.00
A.P. Chack Datail (7/13	(2022 11 55 AM)	Dage 12

214607 T-4-1.		36.80
314697 Total:		30.80
PMAB8021 - Budka, Pa	amela Avry Total:	36.80
	Transportation 7/20/2022	
<u>Line Item Date</u> 04/27/2022	<u>Line Item Description</u> Signals & Lighting Shared Cost with Caltrans Jan-March 2022	1,150.78
Inv SL220939 Tota	al	1,150.78
314698 Total:		1,150.78
DEP5072 - CA Dept of	Transportation Total:	1,150.78
CAL5236 - CA Linen S 314699 07	Services 7/20/2022	
Inv 1993040		
<u>Line Item Date</u> 06/09/2022	<u>Line Item Description</u> Fire Station Linen Rental and Cleaning Services	120.28
Inv 1993040 Total		120.28
Inv 1995617/19	997451	
<u>Line Item Date</u> 06/16/2022	<u>Line Item Description</u> Fire Station Linen Rental and Cleaning Services	104.59
Inv 1995617/1997	451 Total	104.59
Inv 1997916		
<u>Line Item Date</u> 06/23/2022	<u>Line Item Description</u> Fire Station Linen Rental and Cleaning Services	112.36
Inv 1997916 Total		112.36
Inv 2000072		
<u>Line Item Date</u> 06/30/2022	<u>Line Item Description</u> Fire Station Linen Rental and Cleaning Services	92.85
Inv 2000072 Total		92.85
314699 Total:		430.08
CAL5236 - CA Linen S		430.08

CAN0607 - Cantu Grap 314700 07	phics Inc. 7/20/2022	
Inv 20905	7.20.20.20	
Line Item Date	Line Item Description	
06/20/2022	14" x 22" PVC Sign	33.08
Inv 20905 Total		33.08
314700 Total:		33.08
CAN0607 - Cantu Graj	phics Inc. Total:	33.08
CAEN9297 - Carollo E 0 07	ngineers 7/20/2022	
Inv FB14393		
Line Item Date	Line Item Description	07,075,70
09/09/2021 09/09/2021	Preparation of City's Integrated Water & Resource Mgmt. Plan Preparation of City's Integrated Water & Resource Mgmt. Plan	27,075.79 6,103.65
Inv FB14393 Total		33,179.44
IIIV FB14393 10tai		33,177.77
0 Total:		33,179.44
o fotal:		33,179. 11
CAEN9297 - Carollo E	ngineers Total:	33,179.44
CDW5246 - CDW Gov 0 07	ernment LLC 7/20/2022	
Inv X933959		
<u>Line Item Date</u> 05/31/2022	<u>Line Item Description</u> Adobe Photoshop 1 Year Subscription Renewal	642.10
Inv X933959 Total		642.10
0 Total:		642.10
CDW5246 - CDW Gov	ernment LLC Total:	642.10
TIM4011 - Charter Co		
314701 07 Inv 002976305	7/20/2022 2722	
Line Item Date	Line Item Description	
05/27/2022	AN 8448 20 899 0029763 Services (05/16/2022-06/15/2022)	229.14
Inv 002976305272	22 Total	229.14
Inv 005200505	2622	
Line Item Date	Line Item Description	
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05/26/2022	AN 8448 20 899 0052005 Services (05/11/2022-06/10/2022)	3,472.86
Inv 005200505262	22 Total	3,472.86
Inv 007019306	60122	
<u>Line Item Date</u> 06/01/2022	<u>Line Item Description</u> AN 8448 30 008 0070193 Services (06/01/2022-06/30/2022)	167.90
Inv 007019306012	22 Total	167.90
Inv 022496406	60822	
<u>Line Item Date</u> 06/08/2022	<u>Line Item Description</u> AN 8448 30 008 0224964 Services (06/08/2022-07/07/2022)	48.54
Inv 022496406082	22 Total	48.54
Inv 025196705	52222	
<u>Line Item Date</u> 05/22/2022	<u>Line Item Description</u> AN 8448 30 008 0251967 Services (05/22/2022-06/21/2022)	233.23
Inv 025196705222	22 Total	233.23
Inv 035599006	60222	
<u>Line Item Date</u> 06/02/2022	<u>Line Item Description</u> AN 8448 30 008 0355990 Services (06/02/2022-07/01/2022)	418.13
Inv 035599006022	22 Total	418.13
Inv 035790506	60522	
<u>Line Item Date</u> 06/05/2022	<u>Line Item Description</u> Service for period 06/05/2022- 07/04/2022.	130.52
Inv 035790506052	22 Total	130.52
214501 5 . 1		4.700.22
314701 Total:		4,700.32
TIM4011 - Charter Co	ommunications Total:	4,700.32
DANCHEZ - Chavez, 1 314702 0'	Daniela 07/20/2022	
Inv 2204201		
<u>Line Item Date</u> 07/12/2022	<u>Line Item Description</u> Pro-Rated Refund: Application Denied SPMC 19.61(b)(2)	66.00
Inv 2204201 Total	I	66.00
314702 Total:		66.00
DANCHEZ - Chavez,	Daniela Total:	66.00

YOLDCVZ - Chavez, Yo 314703 07/2	landa 20/2022	
Inv 2204193		
<u>Line Item Date</u> 07/12/2022	<u>Line Item Description</u> Pro-Rated Refund: Application Denied SPMC 19.61(b)(2	66.00
Inv 2204193 Total		66.00
314703 Total:		66.00
YOLDCVZ - Chavez, Yo	landa Total:	66.00
LILACHU - Chu, Lila 314704 07/2 Inv 122667	20/2022	
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> Refund for Adventures in Stem class due to low enrollment.	328.00
Inv 122667 Total		328.00
314704 Total:		328.00
LILACHU - Chu, Lila To	otal:	328.00
ALPD4010 - City of Alha	mbra Police Department	
314705 07/2 Inv SP 05/2022	20/2022	
	Lina Itam Dagarintian	
<u>Line Item Date</u> 06/23/2022	Line Item Description Inmate housing for the month of May 2022	3,010.00
Inv SP 05/2022 Total		3,010.00
314705 Total:		3,010.00
ALPD4010 - City of Alha	mbra Police Department Total:	3,010.00
SPMN3010 - City of Sout		
314706 07/2 Inv 14044 - 6/15/	20/2022 22	
Line Item Date	Line Item Description	
06/15/2022	Dog Park Utility Billing: 04/11/2022-06/07/2022.	528.56
Inv 14044 - 6/15/22	Total	528.56
Inv 19126 - 6/8/2	2	
Line Item Date	Line Item Description	
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Check Number (Check Date	Amount
06/08/2022	Park Dept. Utility Bill: 04/05/2022- 05/31/2022.	539.55
Inv 19126 - 6/8/22	2 Total	539.55
Inv 19386 - 6/	15/22	
<u>Line Item Date</u> 06/28/2022	<u>Line Item Description</u> Arroyo Park Utility Bill: 04/11/2022-06/07/2022	528.56
Inv 19386 - 6/15/2	22 Total	528.56
Inv 19387 - 6/	15/22	
<u>Line Item Date</u> 06/15/2022	<u>Line Item Description</u> Arroyo Park Utility Bill: 04/11/2022-06/07/2022.	493.16
Inv 19387 - 6/15/2	22 Total	493.16
314706 Total:		2,089.83
SPMN3010 - City of S	outh Pasadena Total:	2,089.83
	nth Pasadena-Recreation Petty Cash 07/20/2022 05/22	
<u>Line Item Date</u> 07/05/2022	<u>Line Item Description</u> Petty Cash reimbursement for Recreation Division.	136.82
Inv 06/09-07/05/2	22 Total	136.82
314707 Total:		136.82
SOU5343 - City of Sou	nth Pasadena-Recreation Petty Cash Total:	136.82
Inv 7/5/2022	07/20/2022	
Line Item Date 07/05/2022 07/05/2022	<u>Line Item Description</u> Reimburse Petty Cash-PW Servicr Yard-Parks Reimburse Petty Cash-PW Servicr Yard-Sewer	58.64 10.35
07/05/2022 07/05/2022	Reimburse Petty Cash-PW Servicr Yard-Street Reimburse Petty Cash-PW Servicr Yard-Admin	61.30 11.01
07/05/2022 07/05/2022	Reimburse Petty Cash-PW Servicr Yard-Water Dist. Reimburse Petty Cash-PW Servicr Yard-Facilities	82.26 7.36
Inv 7/5/2022 Tota	1	230.92
314708 Total:		230.92
PCYD6010 - City of So	outh Pasadena-Yard Total:	230.92

CIV2123 - CivicStone, Ll 0 07/2	LC 20/2022	
Inv 2018-177	20/2022	
<u>Line Item Date</u> 06/21/2022	Line Item Description Caltrans Housing Consultant: May 2022	3,978.75
Inv 2018-177 Total		3,978.75
Inv 2018-181		
Line Item Date	Line Item Description	
07/04/2022	Caltrans Housing Consultant: June 2022	9,737.50
Inv 2018-181 Total		9,737.50
0 Total:		13,716.25
CIV2123 - CivicStone, Ll	I.C. Total·	13,716.25
MNCOBIAN - Cobian, N 314709 07/2	20/2022	
Inv 122821		
<u>Line Item Date</u> 06/28/2022	Line Item Description Refund for summer Camp Med due to emergency change of plans.	176.00
Inv 122821 Total		176.00
314709 Total:		176.00
MNCOBIAN - Cobian, M	Aonica Total:	176.00
CDPS1020 - Code Publis		
314710 07/2 Inv 70370	20/2022	
Line Item Date	Line Item Description	
07/24/2022	Code Publishing Annual Fee - June 2021 to June 2022	1,130.00
Inv 70370 Total		1,130.00
314710 Total:		1,130.00
CDPS1020 - Code Publis	hing Inc. Total:	1,130.00
	o,Highsmith & Whatley,PC	
0 07/2 Inv 51751	20/2022	
Line Item Date	Line Item Description	
·		

Check Number C	heck Date	Amount
05/16/2022	Under Collection of UUT: April 2022	207.95
Inv 51751 Total		207.95
Inv 51964		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> General Services: May 2022	10,000.00
Inv 51964 Total		10,000.00
Inv 51965		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> Labor & Employment: May 2022	1,445.50
Inv 51965 Total		1,445.50
Inv 51966		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> Water & Utilities: May 2022	171.50
Inv 51966 Total		171.50
Inv 51967		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> Special Projects: May 2022	5,130.50
Inv 51967 Total		5,130.50
Inv 51968		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> Litigation: May 2022	3,601.50
Inv 51968 Total		3,601.50
Inv 51969		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> Litigation: May 2022	9,044.00
Inv 51969 Total		9,044.00
Inv 51970		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> Litigation: May 2022	4,312.00
Inv 51970 Total		4,312.00
Inv 51971		
Line Item Date 06/06/2022	<u>Line Item Description</u> Litigation: May 2022	6,127.39
Inv 51971 Total		6,127.39

Check Number Check Date	Amount
Inv 51972	
Line Item DateLine Item Description06/06/2022Litigation: May 2022	2,263.25
Inv 51972 Total	2,263.25
Inv 51973	
<u>Line Item Date</u> <u>Line Item Description</u> 06/06/2022 <u>Line Item Description</u> Litigation: May 2022	686.00
Inv 51973 Total	686.00
	000.00
Inv 51974 <u>Line Item Date</u> <u>Line Item Description</u>	
06/06/2022 Litigation: May 2022	9,204.69
Inv 51974 Total	9,204.69
Inv 52214	
<u>Line Item Date</u> <u>Line Item Description</u> 06/07/2022 <u>Line Item Description</u> Under Collection of UUT: May 2022	128.82
Inv 52214 Total	128.82
	52,323.10
0 Total:	32,323.10
CHWP2010 - Colantuono, Highsmith & Whatley, PC Total:	52,323.10
CMME4011 - Commline Inc.	
314711 07/20/2022 Inv 0003240	
<u>Line Item Date</u> <u>Line Item Description</u> 06/29/2022 <u>Line Item Description</u> Maintenance and repair of Dial-A-Ride radios	600.00
Inv 0003240 Total	600.00
III 00052 IV 10tal	
314711 Total:	600.00
CMME4011 - Commline Inc. Total:	600.00
CRDA1021 - Corodata Records Management	
0 07/20/2022 Inv RS4803286	
<u>Line Item Date</u> <u>O5/31/2022</u> <u>Line Item Description</u> AN 042023 Storage (05/01/2022-05/31/2022)	454.43
Inv RS4803286 Total	454.43

Check Number Check Date	Amount
0 Total:	454.43
CRDA1021 - Corodata Records Management Total:	454.43
CRSR2010 - Corodata Shredding Inc.	
0 07/20/2022	
Inv DN1364010 Line Item Date Line Item Description	
05/31/2022 AN SD041103, Service through 05/31/2022	147.93
Inv DN1364010 Total	147.93
0 Total:	147.93
V Total.	
CRSR2010 - Corodata Shredding Inc. Total:	147.93
MNBL8170 - Crestline Software, LLC dba MuniBilling 0 07/20/2022	
Inv 15662	
<u>Line Item Date</u> <u>Line Item Description</u> 06/10/2022	8,402.69
06/10/2022 Absolit Charges - May 2022 06/10/2022 Water Billing Services - June 2022	24,813.81
06/10/2022 Lock Box - May 2022	754.60
Inv 15662 Total	33,971.10
0 Total:	33,971.10
MNBL8170 - Crestline Software, LLC dba MuniBilling Total:	33,971.10
DIANCRIS - Cristales, Diane	
314712 07/20/2022 Inv 122819	
<u>Line Item Date</u> <u>Line Item Description</u> 06/27/2022 <u>Line Item Description</u> Refund for Garfield Park gazebo A and B due to cancellation.	84.00
Inv 122819 Total	84.00
314712 Total:	84.00
DIANCRIS - Cristales, Diane Total:	84.00
CRSSTWN9 - Crosstown Electrical & Data Inc.	
314713 07/20/2022 Inv 4620-003	
Line Item Date Line Item Description	

Check Number Check Date	Amount
07/12/2022 Fair Oaks Ave. Traffic Signal Improvements Project 07/12/2022 Fair Oaks Ave. Traffic Signal Improvements Project	71,907.85 17,976.96
Inv 4620-003 Total	89,884.81
314713 Total:	89,884.81
CRSSTWN9 - Crosstown Electrical & Data Inc. Total:	89,884.81
CTCTCH - CTC Technology & Energy 314714 07/20/2022 Inv 22340090	
<u>Line Item Date</u> <u>Line Item Description</u> 06/01/2022	2,695.74
Inv 22340090 Total	2,695.74
314714 Total:	2,695.74
CTCTCH - CTC Technology & Energy Total:	2,695.74
DSP0755 - D & S Printing 314715 07/20/2022 Inv 6007	
<u>Line Item Date</u> <u>Line Item Description</u> 06/22/2022	154.13
Inv 6007 Total	154.13
Inv 6009 Line Item Date Line Item Description	
06/28/2022 Police Department Printing Services	435.49
Inv 6009 Total	435.49
314715 Total:	589.62
DSP0755 - D & S Printing Total:	589.62
DVVLZ - David Volz Landscape Architects, Inc. 314716 07/20/2022 Inv 422275	
Line Item Date Line Item Description 06/22/2022 Berkshire and Grevelia Pocket Park Construction Documents.	88,723.90
Inv 422275 Total	88,723.90

CHECK PAULIDEI CHECK Date	Amount
314716 Total:	88,723.90
DVVLZ - David Volz Landscape Architects, Inc. Total:	88,723.90
DAYWIREL - Day Management Corporation 314717 07/20/2022 Inv INV721191	
Line Item Date Line Item Description 04/18/2022 EMERGENCY DISASTER COMMUNICATION TESTING AND F	171.77
Inv INV721191 Total	171.77
314717 Total:	171.77
DAYWIREL - Day Management Corporation Total:	171.77
BETTDBOW - Debow, Bettina 314718 07/20/2022 Inv 122509	
Line Item DateLine Item Description06/15/2022Refunable secuirty deposit of War Memorial Building reservation.	522.00
Inv 122509 Total	522.00
314718 Total:	522.00
BETTDBOW - Debow, Bettina Total:	522.00
DIG0800 - Digital Telecommunications Corp 0 07/20/2022 Inv 124017	
Line Item DateLine Item Description06/09/2022AN 124017 Phone Services	261.74
Inv 124017 Total	261.74
0 Total:	261.74
DIG0800 - Digital Telecommunications Corp Total:	261.74
GDM6710 - DLT Solutions LLC 314719 07/20/2022 Inv 1691880	
Line Item Date 06/02/2022 Line Item Description AutoCad Subscription Renewal - 07/27/22 - 07/26/2025	1,122.50

Check Number

Check Date

Amount

Check Number Ch	eck Date	Amount
Inv 1691880 Total		1,122.50
314719 Total:		1,122.50
GDM6710 - DLT Solution	ons LLC Total:	1,122.50
DDLP8010 - Dr. Detail I 0 07/	Ph.D 20/2022	
Inv 2579	20/2022	
<u>Line Item Date</u> 06/13/2022	<u>Line Item Description</u> Camp Med lower and mid-level carpet cleaning.	495.00
Inv 2579 Total		495.00
0 Total:		495.00
DDLP8010 - Dr. Detail I	Ph.D Total:	495.00
DUB0187 - DuBois, And 314720 07/ Inv 03/29-03/31/	20/2022	
<u>Line Item Date</u> 06/30/2022	<u>Line Item Description</u> INTERNAL AFFAIRS TRAINING FOR CPL. DUBOIS 03/29/2022	15.09
Inv 03/29-03/31/22	Total	15.09
Inv 06/01-06/02	22	
<u>Line Item Date</u> 06/30/2022	<u>Line Item Description</u> RAPID NEEDS ASSESSMENT FOR CPL. DUBOIS 06/01-06/02/2	527.95
Inv 06/01-06/02/22	Total	527.95
Inv 06/16-06/17/	22	
Line Item Date 06/30/2022	<u>Line Item Description</u> BENELLI AND 1991 TRAINING FOR CPL. DUBOIS 06/16-06/17	734.46
Inv 06/16-06/17/22	Total	734.46
314720 Total:		1,277.50
DUB0187 - DuBois, And	rew Total:	1,277.50
ECMS5010 - ECMS, Inc 314721 07/ Inv INV601452	20/2022	
<u>Line Item Date</u> 05/31/2022	Line Item Description FIREFIGHTING TURNOUT CLOTHING REPAIRS AND CLEAN	61.98

Check Number Check Date	Amount
Inv INV601452 Total	61.98
314721 Total:	61.98
ECMS5010 - ECMS, Inc. Total:	61.98
ECPLSYTM - Economic & Planning Systems, Inc. 314722 07/20/2022	
Inv 214034-7	
Line Item DateLine Item Description06/09/2022Inclusionary Housing In-Lieu Fee Study: May 2022	2,502.50
Inv 214034-7 Total	2,502.50
314722 Total:	2,502.50
ECPLSYTM - Economic & Planning Systems, Inc. Total:	2,502.50
EDSPPBHG - Education Specialty Publishing 314723 07/20/2022 Inv 66501	
Line Item DateLine Item Description06/22/2022EDUCATION FIRE SAFETY PAMPHLETS	383.00
Inv 66501 Total	383.00
314723 Total:	383.00
EDSPPBHG - Education Specialty Publishing Total:	383.00
MCHLELY - Ely, Michelle 314724 07/20/2022 Inv 122303	
<u>Line Item Date</u> <u>Line Item Description</u> 06/09/2022	261.00
Inv 122303 Total	261.00
314724 Total:	261.00
MCHLELY - Ely, Michelle Total:	261.00
ENT5426 - Entenmann-Rovin 314725 07/20/2022	

Check Number C	Check Date	Amount
Inv 0165590-I	N	
<u>Line Item Date</u> 05/05/2022	<u>Line Item Description</u> Flat and rounded badges for Police Department	420.49
05/05/2022	Duty badge for code enforcement officer	118.00
Inv 0165590-IN T	otal	538.49
Inv 0165614-I	N	
<u>Line Item Date</u> 05/06/2022	<u>Line Item Description</u> Flat and rounded badges for Police Department	221.97
Inv 0165614-IN T		221.97
314725 Total:		760.46
ENT5426 - Entenmanı	n-Rovin Total:	760.46
EEPS7000 - Express S		
0 0 Inv 27199903	7/20/2022	
<u>Line Item Date</u> 05/18/2022	<u>Line Item Description</u> Contract Services for Park, Sewer, and Street Maint.	2,908.70
Inv 27199903 Tota	al	2,908.70
Inv 27238387		
<u>Line Item Date</u> 05/25/2022	<u>Line Item Description</u> Contract Services for Park, Sewer, and Street Maint.	2,415.70
Inv 27238387 Tota	al	2,415.70
0 Total:		5,324.40
		,
EEPS7000 - Express S	ervices Inc. Total:	5,324.40
EXSF8020 - Extreme S 314726 0	Safety 7/20/2022	
Inv 3000352	1120/2022	
<u>Line Item Date</u> 06/13/2022	<u>Line Item Description</u> Police Department Gas Mask Fittings	275.00
Inv 3000352 Total		275.00
314726 Total:		275.00
EVCEGGG E	Cofeen Teach	275.00
EXSF8020 - Extreme S	alety lotal:	275.00

FED1109 - FedEx 314727 0'	7/20/2022	
Inv 7-769-5417		
<u>Line Item Date</u> 05/27/2022	Line Item Description Package Priority Mail Overnight	49.75
Inv 7-769-54170 T	Cotal	49.75
Inv 7-790-7884	47	
<u>Line Item Date</u> 06/17/2022	<u>Line Item Description</u> Express Shipping Services for Water Division	314.50
Inv 7-790-78847 T	Cotal	314.50
314727 Total:		364.25
FED1109 - FedEx Tota	l:	364.25
FNRT4011 - Forensic N 314728 0'	Nurse Response Team 7/20/2022	
Inv 05142022		
<u>Line Item Date</u> 06/01/2022	<u>Line Item Description</u> SART Medical Exam DR 22-4244	1,400.00
Inv 05142022 Tota	al	1,400.00
314728 Total:		1,400.00
FNRT4011 - Forensic N	Nurse Response Team Total:	1,400.00
GALL5011 - Galls, LL 314729 0'	C 7/20/2022	
Inv 021202025		
<u>Line Item Date</u> 06/14/2022	<u>Line Item Description</u> Police Clothing & Safety Equipment for Officer Zamora FY21-22	915.06
Inv 021202025 To	tal	915.06
Inv 021304535	8	
Line Item Date 06/28/2022	<u>Line Item Description</u> Police Department Uniforms and Gear	3,873.30
Inv 0213045358 T	otal	3,873.30
314729 Total:		4,788.36
GALL5011 - Galls, LLC Total:		4,788.36
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RYAN - Garcia, Ryan		
314730 07/ Inv 5/31/2022	/20/2022	
Line Item Date	Line Item Description	
05/31/2022	Mileage Claim-Ryan Garcia 5/31/2022	13.57
Inv 5/31/2022 Total		13.57
Inv 6/4/2022		
<u>Line Item Date</u> 06/04/2022	<u>Line Item Description</u> Mileage Claim-Ryan Garcia 6/4/2022	13.57
Inv 6/4/2022 Total		13.57
314730 Total:		27.14
RYAN - Garcia, Ryan To	otal:	27.14
GCCG2015 - Gateway V	Water Mgmt Authority /20/2022	
Inv HTU-21-57		
<u>Line Item Date</u> 08/25/2021	<u>Line Item Description</u> Harbor Toxic Upstream Allocation cost for FY 2021-2022	670.41
Inv HTU-21-57 Tot	al	670.41
314731 Total:		670.41
GCCG2015 - Gateway V	Water Mgmt Authority Total:	670.41
EGGO4011 - Giron-Gar		
314732 07/ Inv 06/16-06/17	/20/2022 //22	
<u>Line Item Date</u> 06/23/2022	<u>Line Item Description</u> BENELLI & 1911 TRAINING FOR OFFICER GIRON-GARRIDO	646.90
Inv 06/16-06/17/22	Total	646.90
314732 Total:		646.90
EGGO4011 - Giron-Gar	rrido, Elias Total:	646.90
NCGY7000 - Godoy, Ni		
314733 07/ Inv 09/20/-02/18	/20/2022 8/22	
Line Item Date	Line Item Description	
7		

Check Number Check Date	Amount
07/06/2022 BASIC POLICE ACADEMY FOR OFFICER GODOY 09/20/21-02	2,358.50
Inv 09/20/-02/18/22 Total	2,358.50
314733 Total:	2,358.50
NCGY7000 - Godoy, Nicholas Total:	2,358.50
GRA6601 - Grainger	
314734 07/20/2022 Inv 9332725291	
Line Item DateLine Item Description06/02/202250 Gallon Capacity Trash Can for War Memorial Building	1,859.39
Inv 9332725291 Total	1,859.39
314734 Total:	1,859.39
GRA6601 - Grainger Total:	1,859.39
GRED4011 - Gramajo, Ederson 314735 07/20/2022 Inv MGNCPS2ST27	
<u>Line Item Date</u> 06/30/2022	55.00
Inv MGNCPS2ST27 Total	55.00
314735 Total:	55.00
GRED4011 - Gramajo, Ederson Total:	55.00
GLC12997 - Graphic Electric Inc. 314736 07/20/2022 Inv 98905	
Line Item Date Line Item Description 05/10/2022 Replace Lighting at Senior Center	384.72
Inv 98905 Total	384.72
Inv 98906	
Line Item Date Line Item Description 05/10/2022 Troubleshoot and repair power receptor at Orange Grove Park	498.26
Inv 98906 Total	498.26
314736 Total:	882.98
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GLCI2997 - Graphic Ele	ectric Inc. Total:	882.98
HHA5011 - H & H Whol	esale Parts	
	20/2022	
Inv 1IN0505258		
<u>Line Item Date</u> 06/09/2022	Line Item Description DIESEL EXHAUST FLUID, OIL ABSORBANT, BLUE DEF	472.44
Inv 1IN0505258 Tot	al	472.44
314737 Total:		472.44
HHA5011 - H & H Whol	esale Parts Total:	472.44
HAKO8031 - Hakobian,		
314738 07/2 Inv 06/14/2022	20/2022	
<u>Line Item Date</u> 06/20/2022	<u>Line Item Description</u> Refund for Camp Med snacks.	356.00
Inv 06/14/2022 Tota	I	356.00
314738 Total:		356.00
HAKO8031 - Hakobian,	Christine Lucy Total:	356.00
ADHA6116 - Herrera, A		
314739 07/2 Inv 4/10/2022	20/2022	
<u>Line Item Date</u> 04/10/2022	<u>Line Item Description</u> Mileage Claim-Adam Herrera 4/10/2022	24.69
Inv 4/10/2022 Total		24.69
Inv 5/26/2022		
Line Item Date	Line Item Description	
05/26/2022	Mileage Claim-Adam Herrera 5/26/2022	24.69
Inv 5/26/2022 Total		24.69
Inv 5/27/2022		
<u>Line Item Date</u> 05/27/2022	<u>Line Item Description</u> Mileage Claim-Adam Herrera 5/27/2022-2 call outs	49.38
Inv 5/27/2022 Total		49.38

Check Number C	Check Date	Amount
314739 Total:		98.76
ADHA6116 - Herrera,	Adam Total:	98.76
HQAB8100 - Hi Qualit	ty Auto Body Inc.	
0 0' Inv 18580	7/20/2022	
Line Item Date	Line Item Description	
05/05/2022	Police Dept. Unit # 198: Replace Wheels, Valve Stems, Tires	2,954.70
Inv 18580 Total		2,954.70
0 Total:		2,954.70
HOA B0100 H: O1:	to Anta Bada Las Tatala	2,954.70
	ty Auto Body Inc. Total:	2,734.70
	ter deLlamas & Associates 7/20/2022	
Inv SIN018052	2	
<u>Line Item Date</u> 06/03/2022	<u>Line Item Description</u> Sales Tax (April - June 2022) & Audit Services Q4/2021	1,213.74
Inv SIN018052 To	otal	1,213.74
314740 Total:		1,213.74
HDLC3010 - Hinderlit	ter deLlamas & Associates Total:	1,213.74
HIST7000 - Historic R		
314741 0' Inv 15249	7/20/2022	
Line Item Date	Line Item Description	
05/20/2022 05/20/2022	Project 2039 Edgewood Drive 2444-COA Project 2039 Edgewood Drive 2444-COA	6,150.00 -6,150.00
05/20/2022	Project 2039 Edgewood Drive 2444-COA	6,150.00
Inv 15249 Total		6,150.00
314741 Total:		6,150.00
HIST7000 - Historic R	desources Group Total:	6,150.00
	, Reagan 7/20/2022	
Inv 062222		
<u>Line Item Date</u>	Line Item Description	

Check Number Ch	eck Date	Amount
06/22/2022	Electrical Work for Police Department Vehicles	350.00
Inv 062222 Total		350.00
314742 Total:		350.00
HOMCOMMU - Hom, F	Reagan Total:	350.00
HOM1515 - Home Depor		
314743 07/2 Inv 2532021	20/2022	
<u>Line Item Date</u> 02/14/2022	Line Item Description BUILDING MAINTENANCE-SUPPLIES	345.83
Inv 2532021 Total		345.83
Inv 3763410		
Line Item Date	Line Item Description	
02/03/2022	BUILDING MAINTENANCE-SUPPLIES	139.11
Inv 3763410 Total		139.11
Inv 5221521		
<u>Line Item Date</u> 02/21/2022	<u>Line Item Description</u> RETURN PLASTIC STA-TITE, CABLE USB, AND LIGHTNING/	-112.37
Inv 5221521 Total		-112.37
Inv 5221522		
Line Item Date	Line Item Description	
02/21/2022	BUILDING MAINTENANCE-SUPPLIES	29.75
Inv 5221522 Total		29.75
Inv 6744058		
<u>Line Item Date</u> 04/21/2022	<u>Line Item Description</u> Parts to repair broken gate	126.79
Inv 6744058 Total		126.79
Inv 6751851		
<u>Line Item Date</u> 05/11/2022	<u>Line Item Description</u> Rope for City Facility Flags	68.63
Inv 6751851 Total		68.63
Inv 8122564		
Line Item Date	Line Item Description	
06/28/2022	DEPARTMENT EXPENSE-CORD, BLOWER	401.31

Check Number Ch	neck Date	Amount
Inv 8122564 Total		401.31
Inv 8122565		
<u>Line Item Date</u> 06/28/2022	<u>Line Item Description</u> DEPARTMENT EXPENSE-CABLES, ORGANIZER, FLOTOOL	453.77
Inv 8122565 Total		453.77
Inv 8122566		
Line Item Date 06/28/2022	<u>Line Item Description</u> DEPARTMENT EXPENSE-FILES, TAPCON BITS, HOOKS, PIN	462.85
Inv 8122566 Total		462.85
	2008	
Inv H6610-3812 <u>Line Item Date</u>	Line Item Description	
02/14/2022	Refridgerator for City Hall 1st floor	941.54
Inv H6610-381208	Total	941.54
Inv WP3295925	59	
<u>Line Item Date</u> 04/26/2022	Line Item Description GE 16.6 Cubic Foot Refridgerator for Recreation Division	868.77
Inv WP32959259 T	otal	868.77
		2 725 00
314743 Total:		3,725.98
HOM1515 - Home Depo	ot Credit Services Total:	3,725.98
IBLS6116 - Ibarra, Luis 314744 07.	s /20/2022	
Inv 4/1/2022	20/2022	
Line Item Date 04/01/2022	<u>Line Item Description</u> Mileage Claim-Luis Ibarra-4/1/2022 @ 8:10am	4.80
Inv 4/1/2022 Total		4.80
Inv 4/1/2022#2		
Line Item Date 04/01/2022	<u>Line Item Description</u> Mileage Claim-Luis Ibarra 4/1/2022 @ 3:55PM	4.80
Inv 4/1/2022#2 Tota	al	4.80
Inv 4/10/2022		
<u>Line Item Date</u> 04/10/2022	<u>Line Item Description</u> Mileage Claim-Luis Ibarra-4/10/2022	4.80
Inv 4/10/2022 Total		4.80
1117 7/10/2022 10tal		4.00

Check Number Check Date	Amount
Inv 4/2/2022	
Line Item DateLine Item Description04/02/2022Mileage Claim-Luis Ibarra-4/2/2022	4.80
Inv 4/2/2022 Total	4.80
Inv 4/8/2022	
Line Item DateLine Item Description04/08/2022Mileage Claim-Luis Ibarra-4/8/2022	4.80
Inv 4/8/2022 Total	4.80
Inv 6/11/2022	
Line Item Date 06/11/2022Line Item Description Mileage Claim-Luis Ibarra-6/11/2022	4.80
Inv 6/11/2022 Total	4.80
314744 Total:	28.80
IBLS6116 - Ibarra, Luis Total:	28.80
IMGN8032 - iMagen 314745 07/20/2022 Inv 36050-1	
Line Item Date 06/22/2022Line Item Description Recreation T-Shirts for Summer 202206/22/2022Recreation T-Shirts for Summer 2022	2,000.00 960.85
Inv 36050-1 Total	2,960.85
314745 Total:	2,960.85
IMGN8032 - iMagen Total:	2,960.85
JUKAIMAI - Imai, Juka 314746 07/20/2022 Inv 122754	
Line Item Date 06/27/2022Line Item DescriptionRefund due to low enrollment per instructor's request.	164.00
Inv 122754 Total	164.00
314746 Total:	164.00
JUKAIMAI - Imai, Juka Total:	164.00

INCG6011 - Interwest	Consulting Group	=
0 0	7/20/2022	
Inv 76972		
<u>Line Item Date</u> 03/17/2022	<u>Line Item Description</u> 815 Freemont Project Expediting: February 2022	6,185.00
Inv 76972 Total		6,185.00
Inv 78517		
<u>Line Item Date</u> 05/19/2022	<u>Line Item Description</u> 815 Freemont Project Expediting: April 2022	3,615.00
Inv 78517 Total		3,615.00
0 Total:		9,800.00
INCG6011 - Interwest	Consulting Group Total:	9,800.00
JSAR4011 - Jack's Aut		
314747 0° Inv 17397	7/20/2022	
<u>Line Item Date</u> 06/30/2022	<u>Line Item Description</u> Automotive Repairs for Police Department Unit # 1404	895.53
Inv 17397 Total		895.53
Inv 17463		
<u>Line Item Date</u> 06/30/2022	<u>Line Item Description</u> Automotive Repairs for Police Department Unit # 0218	748.36
Inv 17463 Total		748.36
Inv 17464		
<u>Line Item Date</u> 06/30/2022	<u>Line Item Description</u> Automotive Repairs for Police Department Unit # 1703	1,858.35
Inv 17464 Total		1,858.35
314747 Total:		3,502.24
314/4/ Iotal.		3,502.24
JSAR4011 - Jack's Aut	o Repair Total:	3,502.24
KAR1897 - Karbelnig, 314748 0°	Dr. Alan 7/20/2022	
Inv 01/21/2022		
<u>Line Item Date</u> 01/21/2022	<u>Line Item Description</u> Psychological Evaluation 1/21/22	500.00
Inv 01/21/2022 To	tal	500.00
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314748 Total:		500.00
KAR1897 - Karbelnig	s, Dr. Alan Total:	500.00
VCTLANIE - Lanier,		
314749 Inv 122467	07/20/2022	
<u>Line Item Date</u> 06/23/2022	<u>Line Item Description</u> Refund for class due to low enrollment per intructor's request.	164.00
Inv 122467 Total		164.00
314749 Total:		164.00
VCTLANIE - Lanier,	Victoria Total:	164.00
LEXI4011 - Lexipol I		
0 Inv INVLEX	07/20/2022 10674	
<u>Line Item Date</u> 06/14/2022	<u>Line Item Description</u> Annual Law Enforcement Policy Manual & Daily Training Bulletins	9,982.45
Inv INVLEX106	74 Total	9,982.45
0 Total:		9,982.45
LEXI4011 - Lexipol I	LC Total:	9,982.45
LIFE822 - Life-Assist		
314750 Inv 1218788	07/20/2022	
Line Item Date	Line Item Description	
06/14/2022	Medical Supplies Fire Dept.	3,710.00
Inv 1218788 Tota	al Control of the Con	3,710.00
Inv 1221868		
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> Medical Supplies Fire Dept.	837.02
Inv 1221868 Tota	al	837.02
314750 Total:		4,547.02
LIFE822 - Life-Assist	Inc. Total:	4,547.02
AP Check Datail (7/13	/2022 11 55 AND	Daga 26

M34011 - M3 Office Inc.		
314751 07/2 Inv 44023-0	20/2022	
	Line Item Description	
<u>Line Item Date</u> 06/14/2022	Line Item Description Furniture for Children's Services Office at Library	3,116.50
Inv 44023-0 Total		3,116.50
314751 Total:		3,116.50
514751 Total.		2,
M34011 - M3 Office Inc.	Total:	3,116.50
MGMTPRTN - Manager 314752 07/2	ment Partners Inc. 20/2022	
Inv INV10627	20/2022	
Line Item Date	Line Item Description	
06/08/2022	Finance Department Policy and Procedures Manual	702.10
06/08/2022 06/08/2022	Finance Department Policy and Procedures Manual Finance Department Policy and Procedures Manual	2,174.80 123.10
Inv INV10627 Total		3,000.00
314752 Total:		3,000.00
		,
MGMTPRTN - Manager	ment Partners Inc. Total:	3,000.00
MCAD1021 - MCA Direc 314753 07/2	ct LLC 20/2022	
Inv 2022094		
<u>Line Item Date</u> 05/19/2022	<u>Line Item Description</u> Election Supplies	76.81
Inv 2022094 Total		76.81
314753 Total:		76.81
MCAD1021 - MCA Direc	ct LLC Total:	76.81
MCMCKAY - Mckay, M		
314754 07/2 Inv 266129911	20/2022	
Line Item Date	Line Item Description	
<u>Line Item Date</u> 05/27/2022	<u>Line Item Description</u> Refund fines due to citation dismissed	50.00
	Refund fines due to citation dismissed	50.00 50.00
05/27/2022	Refund fines due to citation dismissed	

Check Number Check	Date	Amount
314754 Total:		50.00
MCMCKAY - Mckay, Mich	ael Total:	50.00
SCML5010 - McLellan, Scot	t	
314755 07/20/2	022	
Inv 05/20/2022		
	ne Item Description DVANCED VEHICLE EXTRICATION & NEW CAR TECHNOL	315.00
Inv 05/20/2022 Total		315.00
Inv 5/20/22-S BENI'		
	ne Item Description DVANCED VEHICLE EXTRICATION&NEW CAR TECH FOR	315.00
Inv 5/20/22-S BENIT To	otal	315.00
14755 Total:		630.00
CML5010 - McLellan, Scot	t Total:	630.00
IER2145 - Merit Oil Comp		
14756 07/20/2 Inv 716644	022	
Line Item Date L	ne Item Description uel for City Vehicles: 2,500 Gallons	13,420.59
Inv 716644 Total		13,420.59
Inv 716668		
	ne Item Description nleaded Gasoline for PW Yard-6/15/2022	6,951.86
Inv 716668 Total		6,951.86
14756 Total:		20,372.45
MER2145 - Merit Oil Company Total:		20,372.45
MNV9126 - Mission Meridi 314757 07/20/2		
Inv 331-103 - 03/22		
	ne Item Description IMV HOA Fees/Hospital - Mar 2022	804.13
	MV HOA Fees/Parking - Mar 2022	1,730.17
Inv 331-103 - 03/22 Tota	ส	2,534.30
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Inv 331-103 - 04	V22	
<u>Line Item Date</u> 05/19/2022	<u>Line Item Description</u> MMV HOA Fees/Hospital - Apr 2022	804.13
05/19/2022	MMV HOA Fees/Parking - Apr 2022	1,730.17
Inv 331-103 - 04/22		2,534.30
mv 331-103 - 0 4 /22	Total	2,00 1.00
314757 Total:		5,068.60
		,
MMV9126 - Mission Me	ridian Village POA Total:	5,068.60
SHMYANO - Miyano, S		
	20/2022	
Inv 122818		
Line Item Date 06/25/2022	<u>Line Item Description</u> Refund for summer Camp Med due to emergency change of plans.	176.00
Inv 122818 Total		176.00
014550 T I		177,00
314758 Total:		176.00
SHMYANO - Miyano, S	haron Total:	176.00
MOR2900 - Morrow & 1 314759 07/	Holman Plumbing Inc 20/2022	
Inv P-5-18471	20/2022	
<u>Line Item Date</u> 05/17/2022	<u>Line Item Description</u> Plumbing Repair-Water Spicket replacement in Orange Grove	1,516.95
00/1//2022	The state of the s	
Inv P-5-18471 Total		1,516.95
314759 Total:		1,516.95
MOR2900 - Morrow & l	Holman Plumbing Inc Total:	1,516.95
JNNG8110 - Nugent, Jon 314760 07/	nathan 20/2022	
Inv 06/10/2022 V		
Line Item Date	Line Item Description	
06/10/2022	06/10/2022 WILDLAND EXAM	77.00
Inv 06/10/2022 WII	LD Total	77.00
314760 Total:		77.00
517/00 IOIAI.		77.00

JNNG8110 - Nugent, Jonat	han Total:	77.00
IICC8025 - Occupational H	lealth Centers of California	
314761 07/20/ Inv 15688450	2022	
	Line Item Description	
	DOT physical for DMV	145.00
Inv 15688450 Total		145.00
Inv 75522796		
	<u>Line Item Description</u> DOT physical for DMV	113.50
Inv 75522796 Total		113.50
111V 73322790 Total		1.500
314761 Total:		258.50
314/01 Iotal.		250.50
IICC8025 - Occupational H	lealth Centers of California Total:	258.50
-		
RMVORTGA - Ortega, Ra 314762 07/20/		
Inv 266126370		
<u>Line Item Date</u> 07/12/2022	<u>Line Item Description</u> Refund Duplicate Citation Payment	100.00
Inv 266126370 Total		100.00
21.45(2.5)		100.00
314762 Total:		100.00
RMVORTGA - Ortega, Ra	mon V. Total:	100.00
		100.00
OLNP8010 - Outlook News 314763 07/20/		
Inv 74945		
<u>Line Item Date</u> 02/28/2022	Line Item Description Public notice - tobacco item publication 2/18/22	756.00
02/28/2022	rubile notice - tobacco nem publication 2/18/22	
Inv 74945 Total		756.00
Inv 75036		
	Line Item Description	
03/15/2022	Found property notices 21-1607	99.00
Inv 75036 Total		99.00
Inv 75038		
Line Item Date	Line Item Description	
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Check Number C	heck Date	Amount
03/18/2022	Public notice - tobacco item 3/18 publication	744.00
Inv 75038 Total		744.00
314763 Total:		1,599.00
OLNP8010 - Outlook N	Newspapers Group Total:	1,599.00
CRPC7000 - Pech, Car 314764 0° Inv 0016	olos 7/20/2022	
Line Item Date 06/28/2022	<u>Line Item Description</u> INVOICE PAID BY OFFICER ON SITE AT TRAINING 05/31-06/(250.00
Inv 0016 Total		250.00
Inv 05/30-06/0	3/22	
<u>Line Item Date</u> 06/28/2022	<u>Line Item Description</u> SO CAL GANG CONFERENCE FOR OFFICER PECH 05/31-06/0	1,005.57
Inv 05/30-06/03/22	2 Total	1,005.57
314764 Total:		1,255.57
CRPC7000 - Pech, Car	los Total:	1,255.57
PRCT4011 - Perez, Ch 314765 0° Inv 04/11-04/1	7/20/2022	
Line Item Date 06/28/2022 06/28/2022	<u>Line Item Description</u> FORCE ENCOUNTER ANALYSIS TRAINING OFFICER PEREZ FORCE ENCOUNTER ANALYSIS TRAINING OFFICER PEREZ	619.91 612.16
Inv 04/11-04/13/22 Total		1,232.07
314765 Total:		1,232.07
PRCT4011 - Perez, Ch	ristoper Total:	1,232.07
	Group Information Systems 7/20/2022	
<u>Line Item Date</u> 06/21/2022	<u>Line Item Description</u> Annual Parking Citation Processing & Database Access	4,140.01
Inv 052022184 To	tal	4,140.01

Check Number Cl	heck Date	Amount
314766 Total:		4,140.01
PHOE4610 - Phoenix G	roup Information Systems Total:	4,140.01
	8 Bank, Inc. Reserve Account /20/2022 018565	
<u>Line Item Date</u> 06/29/2022 06/29/2022	<u>Line Item Description</u> Reimb. Postage Reserve Acct # 8000-9090-1018-5655 Reimb. Postage Reserve Acct # 8000-9090-1018-5655	700.00 450.00
Inv 800090901018:	565 Total	1,150.00
314767 Total:		1,150.00
PIT8031 - Pitney Bowes	Bank, Inc. Reserve Account Total:	1,150.00
HLLYPLNK - Plank, H 314768 07 Inv 122166	(olly //20/2022	
Line Item Date 06/09/2022	<u>Line Item Description</u> Refund for Garfield Park gazebo reservation due to double bookin	125.00
Inv 122166 Total		125.00
314768 Total:		125.00
HLLYPLNK - Plank, H	olly Total:	125.00
POS8031 - Positive Prop 314769 07 Inv 06982035	motions Inc. /20/2022	
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> FIRE SAFETY EVENT SUPPLIES	376.35
Inv 06982035 Total	I	376.35
314769 Total:		376.35
POS8031 - Positive Pro	motions Inc. Total:	376.35
POSU8132 - Prudential 0 07 Inv 52582860	Overall Supply /20/2022	
<u>Line Item Date</u> 05/17/2022	<u>Line Item Description</u> Scraper Mat Cleaning Services Sewer Division 05/17/2022	3.87

Check Number Che	eck Date	Amount
05/17/2022	Scraper Mat Cleaning Services Street Trees 5/17/2022	3.87
05/17/2022	Scraper Mat Cleaning Services Street Division 5/17/2022	3.87
05/17/2022	Scraper Mat Cleaning Services Facilities Maint.5/17/2022	3.87
05/17/2022	Scraper Mat Cleaning Services Street Lighting 5/17/2022	3.87
Inv 52582860 Total		19.35
Inv 52582861		
Line Item Date	Line Item Description	0.20
05/17/2022 05/17/2022	Uniform Cleaning Services Sewer Division 5/17/2022 Uniform Cleaning Services Street Lighting 5/17/2022	9.30 11.10
05/17/2022	Uniform Cleaning Services Sureet Eighting 3/17/2022 Uniform Cleaning Services Facility Division 5/17/2022	14.03
05/17/2022	Uniform Cleaning Services Street Tree Maint.5/17/2022	9.30
05/17/2022	Uniform Cleaning Services Street Maintenance 05/17/2022	23.48
		(7.21
Inv 52582861 Total		67.21
Inv 52582862		
Line Item Date	Line Item Description	25.15
05/17/2022	Uniform Cleaning Services Water Distribution 5/17/2022	35.15
05/17/2022	Uniform Cleaning Services Water Production 5/17/2022	26.63
Inv 52582862 Total		61.78
Inv 52582863		
Line Item Date	Line Item Description	
05/17/2022	Scraper Mat Cleaning Services Water Production 5/17/2022	6.24
05/17/2022	Scraper Mat Cleaning Services Water Distribution 5/17/2022	6.23
Inv 52582863 Total		12.47
Inv 52584805		
Line Item Date	Line Item Description	
05/24/2022	Scraper Mat Cleaning Services Street Trees 5/24/2022	3.87
05/24/2022	Scraper Mat Cleaning Services Street Division 5/24/2022	3.87
05/24/2022	Scraper Mat Cleaning Services Sewer Division 5/24/2022	3.87
05/24/2022	Scraper Mat Cleaning Services Street Lighting 5/24/2022	3.87
05/24/2022	Scraper Mat Cleaning Services Facilities Maint. 5/24/2022	3.87
Inv 52584805 Total		19.35
Inv 52584806		
Line Item Date	Line Item Description	
05/24/2022	Uniform Cleaning Services Street Lighting 5/24/2022	11.10
05/24/2022	Uniform Cleaning Services Sewer Division 5/24/2022	9.30
05/24/2022	Uniform Cleaning Servicess Street Tree Maint. 5/24/2022	9.30
05/24/2022	Uniform Cleaning Services Street Maintenance 5/24/2022	20.84
05/24/2022	Uniform Cleaning Services Facility Division 5/24/2022	14.03
Inv 52584806 Total		64.57
Inv 52584807		
Line Item Date	Line Item Description	

Check Number Check Date		Amount
05/24/2022 05/24/2022	Uniform Cleaning Services Water Distribution 5/24/2022 Uniform Cleaning Services Water Production 5/24/2022	35.15 26.63
03/24/2022	Olinoili Cleaning Services water Floddetion 3/24/2022	20.03
Inv 52584807 Tota	al	61.78
Inv 52584808		
<u>Line Item Date</u> 05/24/2022	<u>Line Item Description</u> Scraper Mat Cleaning Services Water Production 5/24/2022	6.24
05/24/2022	Scraper Mat Cleaning Services Water Distribution 5/24/2022 Scraper Mat Cleaning Services Water Distribution 5/24/2022	6.23
Inv 52584808 Tota	al	12.47
0 Total:		318.98
POSU8132 - Prudentia	l Overall Supply Total:	318.98
QUINLI - Quingchun,		
314770 0' Inv Planning 3'	7/20/2022 73	
Line Item Date	Line Item Description	
06/27/2022	Refund Site Plan Review - 330 Orange Grove	486.00
Inv Planning 373	Total	486.00
314770 Total:		486.00
QUINLI - Quingchun,	Li Total:	486.00
REPA8170 - R.E. Patte 314771 0'	erson & Associates 7/20/2022	
Inv 1439	1120/2022	
Line Item Date 06/01/2022	<u>Line Item Description</u> Development of Local Hazard Mitigation Plan	10,000.00
00/01/2022	Development of Local Hazard Witagation Flair	
Inv 1439 Total		10,000.00
314771 Total:		10,000.00
REPA8170 - R.E. Patte	erson & Associates Total:	10,000.00
RADIOMH - Radio M 314772 0'	obile 7/20/2022	
Inv 18076		
<u>Line Item Date</u> 06/09/2022	<u>Line Item Description</u> Command Share-Replacement of MCT Unit on Reserve Ambulance	5,171.28
Inv 18076 Total		5,171.28

Check Number Check Date		Amount
314772 Total:		5,171.28
RADIOMH - Radio Mobile Total:		5,171.28
RED8995 - Red Wing Business Advant	Account	
0 07/20/2022	age recount	
Inv 824-1-104634		
Line Item Date 06/21/2022 Line Item De Public Works	scription Footware Voucher Program-Tim Rodriguez-Street Div	248.03
Inv 824-1-104634 Total		248.03
Inv 989-1-62169		
Line Item Date 04/22/2022 Line Item De Public Works	scription Footware Voucher Program-Victor Magana-Water Div	250.00
Inv 989-1-62169 Total		250.00
Inv 989-1-63828		
Line Item DateLine Item De05/25/2022Public Works	scription Footware Voucher Program-Jose Almeda Water Div.	250.00
Inv 989-1-63828 Total		250.00
0 Total:		748.03
RED8995 - Red Wing Business Advant	age Account Total:	748.03
RTPC5500 - Regional TAP Service Cen 314773 07/20/2022	ter	
Inv 6016738		
<u>Line Item Date</u> 06/29/2022	scription y Senior Pass May	280.00
Inv 6016738 Total		280.00
314773 Total:		280.00
RTPC5500 - Regional TAP Service Cen	ter Total:	280.00
ROWI2011 - Right of Way Inc.		
314774 07/20/2022 Inv 60604		
<u>Line Item Date</u> 05/31/2022	scription rices for Traffic Control (Apr-Jun 2022)	4,146.00
03/31/2022 On Cun Serv	\ 1	

774 Total:		4,146.0
WI2011 - Right of Way Inc. Total:		4,146.0
7777 - Rincon Consul	Itants, Inc.	
Inv 36266	0.02022	
<u>Line Item Date</u> 01/12/2022	<u>Line Item Description</u> 1900 Alpha Project Expediting: December 2021	2,006.2
Inv 36266 Total		2,006.2
Inv 36267		
Line Item Date	Line Item Description	2 220 /
01/12/2022	512 Grand Project Expediting: December 2021	3,338.7
Inv 36267 Total		3,338.7
Inv 37655		
Line Item Date 03/09/2022	<u>Line Item Description</u> 1507 Garfield Project Expediting: February 2022	1,096.
Inv 37655 Total		1,096.2
Inv 37656		
Line Item Date	Line Item Description	
03/09/2022	606 Fair Oaks Project Expediting: February 2022	720.0
Inv 37656 Total		720.0
Inv 38354		
<u>Line Item Date</u> 04/11/2022	<u>Line Item Description</u> 152-154 St. Albans Project Expediting: Aug'21 to Mar'22	88.7
Inv 38354 Total		88.
Inv 38355 <u>Line Item Date</u>	Line Item Description	
04/11/2022	1507 Garfield Project Expediting: March 2022	107.5
Inv 38355 Total		107.
Inv 38356		
Line Item Date	Line Item Description	2/2
04/11/2022	237 Monterey Road Project Expediting: Aug'21 - Mar'22	262.5

Check Number Cl	neck Date	Amount
Inv 38358		
<u>Line Item Date</u> 04/11/2022	<u>Line Item Description</u> 606 Fair Oaks Project Expediting: March 2022	270.00
Inv 38358 Total		270.00
0 Total:		7,890.00
RIN7777 - Rincon Cons	ultants, Inc. Total:	7,890.00
RHCC7101 - Rio Hondo 314775 07. Inv S22-219-ZS	/20/2022	
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> FIELD TRAINING OFFICER COURSE FOR OFFICER PEREZ 0:	50.00
Inv S22-219-ZSPS	Total	50.00
314775 Total:		50.00
RHCC7101 - Rio Hondo	o College Total:	50.00
GABRVRA - Rivera, G 314776 077 Inv 1061	abriel /20/2022	
<u>Line Item Date</u> 06/22/2022	<u>Line Item Description</u> Active Shooter Response Training on 07/30/22	1,000.00
Inv 1061 Total		1,000.00
314776 Total:		1,000.00
GABRVRA - Rivera, Ga	abriel Total:	1,000.00
314777 07	iel Valley Medical Center /20/2022	
Inv 839039		
<u>Line Item Date</u> 06/08/2022	Line Item Description Blood draw 839039	48.00
Inv 839039 Total		48.00
Inv 889191		
* * * * * * * * * * * * * * * * * * * *	Line Item Description	40.00
<u>Line Item Date</u> 06/08/2022	Blood draw 889191	48.00

Inv 890175		
Line Item Date	Line Item Description	
06/05/2022	Blood draw for MR #890175	48.00
Inv 890175 Total		48.00
314777 Total:		144.00
SGVMC111 - San Gabr	iel Valley Medical Center Total:	144.00
	Valley Water Association	
314778 07. Inv 2022 Fees	/20/2022	
Line Item Date	Line Item Description	224126
05/27/2022	SGVWA 2022 Membership Fees	2,341.26
Inv 2022 Fees Total		2,341.26
314778 Total:		2,341.26
SGVWA - San Gabriel V	Valley Water Association Total:	2,341.26
MICH4011 - Sanchez, N		
314779 07. Inv 06/07-06/08	/20/2022 //22	
Line Item Date	Line Item Description	01.40
06/22/2022 06/22/2022	ADV. PUBLIC INFO OFFICER FOR CPL. SANCHEZ 06/07-06/08 ADV. PUBLIC INFO OFFICER FOR CPL. SANCHEZ 06/07-06/08	81.48 8.37
Inv 06/07-06/08/22	Total	89.85
21.4552 51		90.05
314779 Total:		89.85
MICH4011 - Sanchez, N	Aichael Total:	89.85
SCAT6710 - Scott's Aut		
314780 07. Inv 17070	/20/2022	
Line Item Date 06/13/2022	<u>Line Item Description</u> Police Department Automotive Maint. Unit 1501 (1706)	418.91
Inv 17070 Total	2 - Farment Manufacture Manufacture (1700)	418.91
		710.71
Inv 17071		
<u>Line Item Date</u> 06/13/2022	Line Item Description Police Department Automotive Maint. Unit # 1908	443.31
A.D. Cl 1. D 11 (7/10/2)	000 11 55 110	P 40

Check Number Cl	heck Date	Amount
Inv 17071 Total		443.31
Inv 17079		
<u>Line Item Date</u> 06/15/2022	<u>Line Item Description</u> Police Department Automotive Maint. Unit # 0218	187.29
Inv 17079 Total		187.29
Inv 17105		
<u>Line Item Date</u> 06/28/2022	<u>Line Item Description</u> Police Department Automotive Maintenance Unit # 1909	85.00
Inv 17105 Total		85.00
314780 Total:		1,134.51
SCAT6710 - Scott's Aut	omotive Total:	1,134.51
314781 07 Inv 24300	ars Inc /20/2022	
<u>Line Item Date</u> 06/14/2022	<u>Line Item Description</u> Shift Calendars for Fire Department Staff	634.50
Inv 24300 Total		634.50
314781 Total:		634.50
SHI5011 - Shift Calenda	ars Inc Total:	634.50
SHO7777 - Showcases		
0 07 Inv 323604	/20/2022	
<u>Line Item Date</u> 05/19/2022	Line Item Description CD cases	267.84
Inv 323604 Total		267.84
0 Total:		267.84
SHO7777 - Showcases T	Total:	267.84
SCOT8300 - So Cal Off 314782 07 Inv IN2726833	ice Technologies /20/2022	
Line Item Date	Line Item Description	

Check Number Check Date		Amount
06/06/2022 AN CO	72:21L24-002-S Black/Color Copies	25.14
Inv IN2726833 Total		25.14
314782 Total:		25.14
SCOT8300 - So Cal Office Techno	logies Total:	25.14
CHA3010 - SPCC Corporation 0 07/20/2022 Inv 8291		
Line Item Date 06/09/2022 Line Ite Sound a	m <u>Description</u> and Staging for Library Stage at Eclectic Music Festival	1,000.00
Inv 8291 Total		1,000.00
0 Total:		1,000.00
CHA3010 - SPCC Corporation To	tal:	1,000.00
SPOH8032 - Spohn Ranch, Inc. 314783 07/20/2022 Inv SP014		
	m <u>Description</u> ement of 8 Skatelite Pro Panels at Skate Park	10,000.00
Inv SP014 Total		10,000.00
314783 Total:		10,000.00
SPOH8032 - Spohn Ranch, Inc. To	otal:	10,000.00
SPBK - Springbrook Holding Cor 0 07/20/2022	npany, LLC	
Inv INV-009659		
	m <u>Description</u> ny Transaction Fee - May 2022	129.00
Inv INV-009659 Total		129.00
Inv TM INV-005504		
	m Description lementation of Payroll Services: 05/30/22-06/12/2022	179.00
Inv TM INV-005504 Total		179.00
0 Total:		308.00
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K - Springbrook Holdi	g Company, LLC Total:	308.00
.5219 - Staples Business		
07/20/ Inv 3508067202	1022	
	ine Item Description Cleaning supplies for SC	18.08
Inv 3508067202 Total	saming supplies for the	18.08
2500645410		
Inv 3508647410 <u>Line Item Date</u> <u>I</u>	ine Item Description	
	ffice Supplies	439.52
Inv 3508647410 Total		439.52
Inv 3508647411		
<u>Line Item Date</u> <u>I</u> 05/25/2022 I	ine Item <u>Description</u> ublic Works Department- Water Div.Supplies	76.18
Inv 3508647411 Total		76.18
Inv 3508788454		
Line Item Date I	ine Item Description	
05/25/2022	City Council Supplies	85.07
Inv 3508788454 Total		85.07
Inv 3509579263		
	ine Item Description Office Supplies	66.25
Inv 3509579263 Total		66.25
Inv 3509579264		
Line Item Date I	ine Item Description	11.04
	City Council Supplies	11.84
Inv 3509579264 Total		11.09
Inv 3509579265		
<u>Line Item Date</u> <u>I</u> 06/06/2022	ine Item Description City Council Supplies	17.79
Inv 3509579265 Total		17.79
Inv 3509653590		
<u>Line Item Date</u> <u>I</u> 06/01/2022	ine Item Description OFFICE SUPPLIES	54.97
00.0112022	THE SOLLERS	J 1 .7/

Inv 3509653590 Total	54
Inv 3509804073	
<u>Line Item Date</u> <u>Line Item Description</u> 06/04/2022	76
Inv 3509804073 Total	76
Inv 3509822288	
Line Item Date Line Item Description	
06/05/2022 Construction paper, desk lamp	48
Inv 3509822288 Total	48
Inv 3509951868	
Line Item Date Line Item Description 06/08/2022 Binders	38
Inv 3509951868 Total	38
Inv 3509951869	
<u>Line Item Date</u> <u>Line Item Description</u> 06/01/2022 City Clerk Supplies	130
Inv 3509951869 Total	130
Inv 3509951870	
Line Item Date	58
Inv 3509951870 Total	58
Inv 3510012804	
Line Item Date Line Item Description	
06/08/2022 Office Supplies	32
Inv 3510012804 Total	32
Inv 3510081416	
Line Item Date Line Item Description 06/08/2022 Office Supplies	341
Inv 3510081416 Total	341
Inv 3510081417	
Line Item Date Line Item Description 06/10/2022 surgical masks	165
Inv 3510081417 Total	165

ck Number Ch	eck Date	Amoun
Inv 3510081418		
Line Item Date 06/10/2022	<u>Line Item Description</u> TV stand for Library presentations and meetings	440.9
Inv 3510081418 Tot		440.9
Inv 3510081419		
<u>Line Item Date</u> 06/10/2022	<u>Line Item Description</u> Binders, post-its, dividers	73.8
Inv 3510081419 Tot	al	73.8
Inv 3510081421		
Line Item Date 06/10/2022	<u>Line Item Description</u> PD Office Supplies	261.3
Inv 3510081421 Tot		261.3
IIIV 3310081421 100	a1	201.3
Inv 3510081422		
<u>Line Item Date</u> 06/08/2022	<u>Line Item Description</u> Teen Center supplies	239.1
Inv 3510081422 Tot	al	239.1
Inv 3510252509		
<u>Line Item Date</u> 06/11/2022	Line Item Description Paper	48.5
Inv 3510252509 Tot	al	48.5
Inv 3510252511		
<u>Line Item Date</u> 06/11/2022	Line Item Description Hanging strips	7.7
Inv 3510252511 Tota	al	7.7
Inv 3510252512		
Line Item Date	Line Item Description	
06/11/2022	Cardstock	20.5
Inv 3510252512 Tot	al	20.5
Inv 3510252513		
Line Item Date 06/11/2022	<u>Line Item Description</u> paper	48.5
Inv 3510252513 Total	al	48.3
Inv 3510431301		
Line Item Date 06/08/2022	Line Item Description Office Supplies	25.9

ck Number Check Date	Amou
Inv 3510431301 Total	25.
Inv 3510431302	
<u>Line Item Date</u> <u>Line Item Description</u> 06/15/2022	206.
Inv 3510431302 Total	206.
Inv 3510431303	
<u>Line Item Date</u> <u>Line Item Description</u> 06/15/2022	11.
Inv 3510431303 Total	11.
Inv 3510431304	
<u>Line Item Date</u> <u>Line Item Description</u> 06/15/2022	58.
Inv 3510431304 Total	58.
Inv 3510431305	
<u>Line Item Date</u> <u>Line Item Description</u> 06/15/2022 <u>PD Office Supplies</u>	83.
Inv 3510431305 Total	83.
Inv 3510431306	
<u>Line Item Date</u> <u>Line Item Description</u> 06/15/2022 <u>PD Office Supplies</u>	150.
Inv 3510431306 Total	150.
Iny 3510431307	
Line Item Date Line Item Description 06/08/2022 Line Item Description Teen Center supplies	198.
•	198.
Inv 3510431307 Total	196.
Inv 3510560905	
Line Item Date Line Item Description 06/17/2022 HR Supplies	437.
Inv 3510560905 Total	437.
Inv 3510719108	
<u>Line Item Date</u> <u>Line Item Description</u> 06/18/2022	84.
and the supplies (Brendy	01.

Inv 351071910	9	
Line Item Date 06/18/2022	<u>Line Item Description</u> City Clerk Supplies (Event)	
Inv 3510719109 To	otal	
Inv 3510719110	0	
Line Item Date	Line Item Description	
06/18/2022	City Clerkl Supplies (Event)	
Inv 3510719110 To	otal	
Inv 351086270	3	
Line Item Date 06/22/2022	<u>Line Item Description</u> Engineering Division Supplies	2
Inv 3510862703 To		2
Inv 351086270		
Line Item Date	Line Item Description	
06/28/2022	Laminated tapes for label machine.	1
Inv 3510862707 To	otal	1
Inv 351092965	8	
<u>Line Item Date</u> 06/23/2022	Line Item Description Office Supplies	
Inv 3510929658 To	otal	
Inv 351092965	9	
Line Item Date	Line Item Description	
06/22/2022 06/22/2022	OFFICE AND PRINT SUPPLIES OFFICE AND PRINT SUPPLIES	1
Inv 3510929659 To	otal	2
Inv 351099954	4	
Line Item Date	Line Item Description	
06/24/2022	Office Supplies	
Inv 3510999544 To	otal	
Inv 3511199883	3	
Line Item Date 06/22/2022	Line Item Description DEPARTMENT SUPPLIES-LAMINATOR	2
Inv 3511199883 To	otal	2
Inv 3511199884	4	
Line Item Date	Line Item Description	

06/28/2022	Face mask for Camp Med participants.	66.1
Inv 3511199884 To	tal	66.1
Inv 3511199885	5	
Line Item Date 06/29/2022	<u>Line Item Description</u> SC office supplies	299.4
Inv 3511199885 To	tal	299.4
Inv 3511290320	6	
Line Item Date 06/28/2022	<u>Line Item Description</u> TV for Library presentations and meetings	1,763.9
Inv 3511290326 To	tal	1,763.9
Inv 351129032	7	
Line Item Date 06/28/2022	Line Item Description Children's face masks	198.3
		198.
Inv 3511290327 To	otal	198
Inv 3511626460		
Line Item Date 06/30/2022	<u>Line Item Description</u> Office Supplies	125.0
Inv 3511626460 To		125.0
IIIV 3311020400 1C	пат	125.0
Inv 3512124303	3	
Line Item Date 06/30/2022	Line Item Description PD Office Supplies	34.1
Inv 3512124303 To	otal	34.1
IIIV 331212 1 303 10	, rai	5
Inv 3512124304		
Line Item Date 06/30/2022	<u>Line Item Description</u> PD Office Supplies	520.2
Inv 3512124304 To	ntal	520.2
00121210011		
tal:		8,099.9
5219 - Staples Busi	ness Advantage Total:	8,099.9
SUTOM - Suotmaa	a, Jax	
784 07	//20/2022	
Inv 122311	Line Item Description	
Line Item Date 06/09/2022	<u>Line Item Description</u> Refund for fencing class due to participant no longer able atten	100.

Inv 122311 Total	
	100.00
314784 Total:	100.00
JAXSUTOM - Suotmaa, Jax Total:	100.00
SCRR4010 - Superior Court of California, County of LA 314785 07/20/2022	
Inv May 2022	
Line Item Date 06/21/2022Line Item Description Citations Processed for May 2022	4,163.00
Inv May 2022 Total	4,163.00
314785 Total:	4,163.00
SCRR4010 - Superior Court of California, County of LA Total:	4,163.00
PAULTAN - Tan, Pauline 314786 07/20/2022 Inv 122665	
<u>Line Item Date</u> <u>Line Item Description</u> 06/22/2022 <u>Line Item Description</u> Refund for Adventures in Stem class due to low enrollment.	164.00
Inv 122665 Total	164.00
314786 Total:	164.00
PAULTAN - Tan, Pauline Total:	164.00
TERZHYK - Terzyan, Hayak 314787 07/20/2022 Inv 000314	
Line Item Date Line Item Description 06/28/2022 NOTARY SERVICES FOR POLICE CADET APP. ESTHER RODF	90.00
Inv 000314 Total	90.00
314787 Total:	90.00
TERZHYK - Terzyan, Hayak Total:	90.00
GPPT9090 - The Silver Bullet Corporation 0 07/20/2022	
Inv 8814064	
<u>Line Item Date</u> <u>Line Item Description</u>	

Check Number Ch	eck Date	Amount
03/02/2022	Gopher Abatement-Arroyo Park on 3/2/2022	250.00
Inv 8814064 Total		250.00
Inv 8814065		
<u>Line Item Date</u> 03/24/2022	<u>Line Item Description</u> Gopher Abatement-Arroyo Park on 3/24/2022	250.00
Inv 8814065 Total		250.00
Inv 9184909		
<u>Line Item Date</u> 03/24/2022	<u>Line Item Description</u> Gopher Abatement-Pasadena Ave Median on 3/24/2022	95.00
Inv 9184909 Total		95.00
Inv 9231732		
<u>Line Item Date</u> 04/13/2022	<u>Line Item Description</u> Gopher Abatement-Arroyo Park on 4/13/2022	250.00
Inv 9231732 Total		250.00
Inv 9231733		
<u>Line Item Date</u> 04/21/2022	<u>Line Item Description</u> Gopher Abatement-Arroyo Park on 4/21/2022	250.00
Inv 9231733 Total		250.00
Inv 9231734		
<u>Line Item Date</u> 04/26/2022	<u>Line Item Description</u> Gopher AbatementPasadena Ave Median on 4/26/2022	95.00
Inv 9231734 Total		95.00
Inv 9307649		
<u>Line Item Date</u> 05/18/2022	<u>Line Item Description</u> Gopher Abatement-Pasadena Ave Median on 5/18/2022	95.00
Inv 9307649 Total		95.00
Inv 9428833		
<u>Line Item Date</u> 06/16/2022	<u>Line Item Description</u> Gopher Abatement-Arroyo Park on 6/16/2022	250.00
Inv 9428833 Total		250.00
Inv 9428835		
Line Item Date 06/16/2022	Line Item Description Gopher Abatement-Pasadena Ave Median on 6/16/2022	95.00
Inv 9428835 Total	Copiler Addictioner asaucita Ave Prediction Of 10/2022	95.00 95.00

Check Number Check Date	Amount
0 Total:	1,630.00
GPPT9090 - The Silver Bullet Corporation Total:	1,630.00
URBP8035 - The Urban Pet 314788 07/20/2022 Inv 220000839970	
Line Item Date	159.98
Inv 220000839970 Total	159.98
314788 Total:	159.98
URBP8035 - The Urban Pet Total:	159.98
SHLVTIJT - Tijitro, Shelvie 314789 07/20/2022 Inv 122670	
<u>Line Item Date</u> <u>Line Item Description</u> 06/22/2022 <u>Line Item Description</u> Refund for Fornite and Pokemon art academy	165.00
Inv 122670 Total	165.00
314789 Total:	165.00
SHLVTIJT - Tijitro, Shelvie Total:	165.00
TOM4455 - Tom's Men's Wear & Uniform's, Inc. 314790 07/20/2022 Inv 20253	
<u>Line Item Date</u> <u>Line Item Description</u> 07/05/2022 Police Dept. Clothing & Uniforms	7.72
Inv 20253 Total	7.72
Inv 21648	
Line Item DateLine Item Description06/07/2022Fire Safety Clothing & Equipment for P Riddle	1,003.00
Inv 21648 Total	1,003.00
Inv 21649	
Line Item Date Line Item Description 06/07/2022 Fire Safety Clothing & Equipment for P Riddle	132.30
Inv 21649 Total	132.30

314790 Total:		1,143.02
TOM4455 - Tom's Men's Wear & Uniform's, Inc. Total:		1,143.02
0.4.	ccess Elevator Inc. 07/20/2022	
Inv 84504		
<u>Line Item Date</u> 06/01/2022 06/01/2022	<u>Line Item Description</u> Elevator Preventative Maint-June 2022 Elevator Preventative MaintJune 2022	535.37 535.38
Inv 84504 Total		1,070.75
314791 Total:		1,070.75
TAEV9224 - Total Ac	ccess Elevator Inc. Total:	1,070.75
ADTR5011 - Tregenz 314792 Inv 5/16/22-5	07/20/2022	
<u>Line Item Date</u> 05/20/2022	<u>Line Item Description</u> OFFICER 2A-HR MANAGEMENT FOR COMPANY OFFICERS;	400.00
Inv 5/16/22-5/20	//22 Total	400.00
314792 Total:		400.00
ADTR5011 - Tregenz	a, Adam Total:	400.00
TSA8011 - Tsai Fong 314793 Inv 12852	Books, Inc. 07/20/2022	
<u>Line Item Date</u> 06/15/2022	<u>Line Item Description</u> Books/DVDs/CDs	25.33
Inv 12852 Total		25.33
314793 Total:		25.33
TSA8011 - Tsai Fong	Books, Inc. Total:	25.33
GLYTURRT - Turre 314794 Inv 122302	ntine, Glynis 07/20/2022	
Line Item Date	Line Item Description	
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Check Number Check Date	Amount
06/09/2022 Refunable security deposit for Youth House reservation.	261.00
Inv 122302 Total	261.00
314794 Total:	261.00
GLYTURRT - Turrentine, Glynis Total:	261.00
UCL6115 - UC Regents 314795 07/20/2022 Inv 3013-178	
<u>Line Item Date</u> <u>Line Item Description</u> 06/01/2022	2,215.05
Inv 3013-178 Total	2,215.05
314795 Total:	2,215.05
UCL6115 - UC Regents Total:	2,215.05
ULIN8021 - Uline, Inc. 0 07/20/2022 Inv 150169160	
<u>Line Item Date</u> <u>Line Item Description</u> 06/29/2022	3,586.31
Inv 150169160 Total	3,586.31
0 Total:	3,586.31
ULIN8021 - Uline, Inc. Total:	3,586.31
UQMS8010 - Unique Management Svcs Inc. 0 07/20/2022 Inv 6101459	
Line Item DateLine Item Description06/01/2022Library Recovery Services	128.15
Inv 6101459 Total	128.15
0 Total:	128.15
UQMS8010 - Unique Management Svcs Inc. Total:	128.15
POR4707 - United Site Services, Inc. 314796 07/20/2022	
AP Chack Datail (7/12/2022 - 11:55 AM)	Page 61

Check Number Ch	eck Date	Amount
Inv 114-131755	71	
<u>Line Item Date</u> 07/06/2022	<u>Line Item Description</u> Skate Park Portable Toilet Services: 06/14-07/11/22	368.33
Inv 114-13175571 7	otal	368.33
314796 Total:		368.33
OR4707 - United Site S	Services, Inc. Total:	368.33
RBA3011 - Urban Fut		
14797 07/ Inv CD-2021-07	20/2022 8	
Line Item Date	Line Item Description	1.770.00
07/12/2022 07/12/2022	CDIAC Continued Disclosure and Compliance Services - FY 2021 CDIAC Continued Disclosure and Compliance Services - FY 2021	1,750.00 3,050.00
Inv CD-2021-078 T	otal	4,800.00
14797 Total:		4,800.00
RBA3011 - Urban Fut	ures Inc. Total:	4,800.00
ALD4011 - Valdez, Cat		
14798 07/ Inv 06/06-06/10	20/2022 //22	
<u>Line Item Date</u> 06/22/2022	Line Item Description KRAV MAGA INSTRUCTOR TRAINING FOR OFCR. VALDEZ (138.82
Inv 06/06-06/10/22	Total	138.82
14798 Total:		138.82
ALD4011 - Valdez, Cat	alina Total:	138.82
	20/2022	
Inv 1.17-1.23.22 <u>Line Item Date</u>	Line Item Description	72.01
01/25/2022	Mileage Claim-Ruben Vargas-January:17,21,22,23	73.01
Inv 1.17-1.23.22 To	tal .	73.01
14799 Total:		73.01
AR1111 - Vargas, Rube	en Total:	73.01
)22 - 11:55 AM)	Page 62

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VTIN4010 - Ven Tek International 314800 07/20/2022	
Inv 130693	
Line Item DateLine Item Description07/06/2022Annual Renewal of Ventek Parking Garage FY 2021-22	1,815.00
Inv 130693 Total	1,815.00
314800 Total:	1,815.00
VTIN4010 - Ven Tek International Total:	1,815.00
VERW6711 - Verizon Wireless	
314801 07/20/2022 Inv 9907233966	
Line Item Date Line Item Description 06/06/2022 AN 571839627-0001 Services (04/24/2022-05/23/2022)	32.06
Inv 9907233966 Total	32.06
Inv 9907439815	
 -	
<u>Line Item Date</u> <u>Line Item Description</u> 05/26/2022	507.26
Inv 9907439815 Total	507.26
Inv 9907806229	
<u>Line Item Date</u> <u>Line Item Description</u> 06/01/2022 AN 642443919-0001 Services (05/02/2022-06/01/2022)	1,099.01
Inv 9907806229 Total	1,099.01
Inv 9909066903	
<u>Line Item Date</u> <u>Line Item Description</u> 06/17/2020 <u>AN 842311063-00002 Services (05/18/2022-06/17/2022)</u>	1,762.43
Inv 9909066903 Total	1,762.43
314801 Total:	3,400.76
VERW6711 - Verizon Wireless Total:	3,400.76
VEWI8020 - Vision Electric Wholesale Inc. 0 07/20/2022	
Inv 1000683	
Line Item Date Line Item Description 04/26/2022 Electrical Lighting Hardware for PD	175.39

Check Number	Check Date	Amount
Inv 1000683 Tota	al	175.39
0 Total:		175.39
VEWI8020 - Vision E	electric Wholesale Inc. Total:	175.39
VUL6601 - Vulcan Ma	aterials Company 07/20/2022	
Inv 73257088	3	
<u>Line Item Date</u> 04/15/2022	<u>Line Item Description</u> Water Division-Base purchase for backfill	805.67
Inv 73257088 To	tal	805.67
Inv 73257089		
<u>Line Item Date</u> 04/15/2022	<u>Line Item Description</u> Base Rock for stock pile at storage facilitie	740.07
Inv 73257089 To	tal	740.07
Inv 73257090		
<u>Line Item Date</u> 04/15/2022	<u>Line Item Description</u> Asphalt for stock at storage facilities	1,921.30
Inv 73257090 To	tal	1,921.30
0 Total:		3,467.04
VUL6601 - Vulcan Ma	aterials Company Total:	3,467.04
WES4152 - West Coas		
0 Inv 1-8027	07/20/2022	
<u>Line Item Date</u> 06/07/2022	<u>Line Item Description</u> Citywide Urban Forestry Services-6/6/2022	9,075.00
Inv 1-8027 Total		9,075.00
Inv 184305		
<u>Line Item Date</u> 03/31/2022	<u>Line Item Description</u> Citywide Urban Forestry Services-3/16/2022-3/31/2022	8,235.00
Inv 184305 Total		8,235.00
Inv 185971		
<u>Line Item Date</u> 05/15/2022	<u>Line Item Description</u> Citywide Urban Forestry Services-5/1/2022-5/15/2022	1,525.00
Inv 185971 Total		1,525.00
1 D Cl 1 D 1 1 (7/12	V2022 11 77 13 0	D (1

Inv 185972		
Line Item Date	Line Item Description	040.00
04/30/2022 04/30/2022	Citywide Urban Forestry Services-5/1/2022-5/15/2022 Citywide Urban Forestry Services-5/1/2022-5/15/2022	840.00 1,000.00
04/30/2022	Citywide Urban Forestry Services-5/1/2022-5/15/2022 Citywide Urban Forestry Services-5/1/2022-5/15/2022	18,420.00
04/30/2022	Citywide Urban Forestry Services-5/1/2022-5/15/2022	360.00
Inv 185972 Tota	al	20,620.00
Inv 186476		
<u>Line Item Date</u> 05/31/2022	<u>Line Item Description</u> Citywide Urban Forestry Services-5/16/2022-5/31/2022	320.00
05/31/2022	Citywide Urban Forestry Services-5/16/2022-5/31/2022	14,042.00
05/31/2022	Citywide Urban Forestry Services-5/16/2022-5/31/2022	2,178.00
05/31/2022	Citywide Urban Forestry Services-5/16/2022-5/31/2022	5,080.00
Inv 186476 Tota	al	21,620.00
Inv 187021		
<u>Line Item Date</u> 06/15/2022	<u>Line Item Description</u> Citywide Urban Forestry Services-6/1/2022-6/15/2022	3,260.00
Inv 187021 Tota	al	3,260.00
Inv 187022		
Line Item Date	Line Item Description	
06/15/2022	Citywide Urban Forestry Services-6/1/2022-6/15/2022	2,840.00
06/15/2022 06/15/2022	Citywide Urban Forestry Services-6/1/2022-6/15/2022	5,276.00 70.00
06/15/2022	Citywide Urban Forestry Services-6/1/2022-6/15/2022 Citywide Urban Forestry Services-6/1/2022-6/15/2022	5,800.00
00/13/2022	Chywlde Glodii I Glestry Scrvices-6/1/2022-6/13/2022	3,600.00
Inv 187022 Tota	al	13,986.00
0 Total:		78,321.00
WES4152 - West Co	east Arborists, Inc. Total:	78,321.00
ZHONGWU - Wu, 2 314802	Zhonghui 07/20/2022	
Inv 05442C		
<u>Line Item Date</u> 07/12/2022	<u>Line Item Description</u> Refund Duplicate Charge for Citation Payment	83.21
Inv 05442C Tota	al	83.21
Mv 05772C 100	•••	05.21
314802 Total:		83.21
ZHONGWU - Wu, Z	Zhonghui Total:	83.21

	07/20/2022	
Inv 3261064		
<u>Line Item Date</u> 06/06/2022	<u>Line Item Description</u> AN 010-0061587-002 Services (05/06/2022 - 06/05/2022)	309.37
Inv 3261064 Tota	ıl	309.37
Inv 3276262		
<u>Line Item Date</u> 06/18/2022	<u>Line Item Description</u> AN 010-0061587-003 Services (05/18/2022 - 06/17/2022)	162.35
Inv 3276262 Tota	પી	162.35
Inv 3296256		
<u>Line Item Date</u> 06/10/2022	<u>Line Item Description</u> AN 010-0061587-001 Services (06/10/2022 - 07/09/2022)	1,906.08
Inv 3296256 Tota	ત	1,906.08
314803 Total:		2,377.80
XRXF5010 - Xerox F	inancial Services Total:	2,377.80
YTI1023 - Y Tire Per 314804		
Inv 33087	07/20/2022	
<u>Line Item Date</u> 06/14/2022	<u>Line Item Description</u> Police Department - Automotive Maintenance Unit #1501 (1706)	1,104.61
		· · · · · · · · · · · · · · · · · · ·
Inv 33087 Total		1,104.61
Inv 33087 Total Inv 33216		1,104.61
	<u>Line Item Description</u> Vehicle Maint Fire Engine - RA81 - Tires	1,104.61 2,412.50
Inv 33216 <u>Line Item Date</u>		
Inv 33216 <u>Line Item Date</u> 06/28/2022		2,412.50
Inv 33216 <u>Line Item Date</u> 06/28/2022 Inv 33216 Total 314804 Total:		2,412.50 2,412.50
Inv 33216 <u>Line Item Date</u> 06/28/2022 Inv 33216 Total 314804 Total:	Vehicle Maint Fire Engine - RA81 - Tires formance LLC Total:	2,412.50 2,412.50 3,517.11
Inv 33216 <u>Line Item Date</u> 06/28/2022 Inv 33216 Total 314804 Total: YTI1023 - Y Tire Per	Vehicle Maint Fire Engine - RA81 - Tires formance LLC Total:	2,412.50 2,412.50 3,517.11

Check Number Ch	neck Date	Amount
Inv 122820 Total		176.00
314805 Total:		176.00
RBCAYEE - Yee, Rebec	ca Total:	176.00
HYNGYI - Yi, Hyang 314806 07/ Inv 122335	/20/2022	
<u>Line Item Date</u> 06/08/2022	<u>Line Item Description</u> Class cancelled due to low enrollment per instructor's request.	95.00
Inv 122335 Total		95.00
314806 Total:		95.00
HYNGYI - Yi, Hyang To	otal:	95.00
PTZM4011 - Zamora, P 314807 07/ Inv 165463	atrick /20/2022	
<u>Line Item Date</u> 06/07/2022	<u>Line Item Description</u> Safety Clothing for Zamora	48.94
Inv 165463 Total		48.94
Inv 165516 <u>Line Item Date</u> 06/13/2022	<u>Line Item Description</u> Safety Clothing for Zamora	48.94
Inv 165516 Total		48.94
Inv 194122 <u>Line Item Date</u> 06/14/2022	<u>Line Item Description</u> Fuel for Training 6/14/22	74.38
Inv 194122 Total		74.38
Inv 20947745		
<u>Line Item Date</u> 06/07/2022	Line Item Description Safety Clothing for Zamora	70.03
Inv 20947745 Total		70.03
Inv 2453818		
<u>Line Item Date</u> 06/10/2022	<u>Line Item Description</u> Fuel for Training 6/10/22	49.85
Inv 2453818 Total		49.85

Inv 9022623	
<u>Line Item Date</u> <u>Line Item Description</u> 06/16/2022 <u>Fuel for Training 6/16/22</u>	75.00
Inv 9022623 Total	75.00
314807 Total:	367.14
PTZM4011 - Zamora, Patrick Total:	367.14
ZAVA4011 - Zavala, Jeanette 314808 07/20/2022 Inv 06/14-06/16/22	
Line Item DateLine Item Description06/22/2022TRAINING MANAGER'S WORKSHOP FOR P.A. II ZAVALA 06/06/22/2022TRAINING MANAGER'S WORKSHOP FOR P.A. II ZAVALA 06/	543.00 347.29
Inv 06/14-06/16/22 Total	890.29
314808 Total:	890.29
ZAVA4011 - Zavala, Jeanette Total:	890.29
Total:	702,146.46

Accounts Payable

Check Detail

User: ealvarez

Printed: 07/13/2022 - 11:57AM



Check Number Check Date	Amount
CLA3030 - County of Los Angeles 314809 07/20/2022 Inv FY2022-23	
Line Item Date 06/24/2022Line Item Description City of South Pasadena LAFCO Cost FY22-23	1,524.89
Inv FY2022-23 Total	1,524.89
314809 Total:	1,524.89
CLA3030 - County of Los Angeles Total:	1,524.89
SPBK - Springbrook Holding Company, LLC 0 07/20/2022 Inv INV-009205	
Line Item Date 07/12/2022Line Item Description Springbrook Annual Renewal FY 2022-23	32,612.48
Inv INV-009205 Total	32,612.48
0 Total:	32,612.48
SPBK - Springbrook Holding Company, LLC Total:	32,612.48
SWRCB833 - State Water Resources Control Board 0 07/20/2022 Inv 13813-550-0	
Line Item Date 07/31/2022Line Item Description07/31/2022Clean Water Revolving Fund: Project C-06-7863-11007/31/2022Clean Water Revolving Fund: Project C-06-7863-110	177,755.06 248,053.13
Inv 13813-550-0 Total	425,808.19
0 Total:	425,808.19
SWRCB833 - State Water Resources Control Board Total:	425,808.19

Total: 459,945.56

ATTACHMENT 4 Online Payments

SOUTH PASADENA

Online Payment Log				
Date	Vendor	Amount	Description	
6/9/2022	So Cal Gas	\$860.86	Online Payment for City's So Cal Gas Accounts.	
6/9/2022	So Cal Edison	\$26,920.02	Online Payment for City's So Cal Edision Accounts.	
6/22/2022	UMPQUA Bank	\$15,181.91	Online Payment for City's May 2022 Credit Card Expenses.	
7/5/2022	So Cal Edison	\$61,629.41	Online Payment for City's So Cal Edision Accounts.	
7/11/2022	So Cal Gas	\$949.42	Online Payment for City's So Cal Gas Accounts.	

Total: \$105,541.62

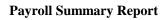
SOUTH PASADENA

Date	Description	Amoun
05.01.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$29.73
05.01.2022	Panera Bread for Budget Staff Meeting	\$129.42
05.01.2022	Ace - Library Supplies	\$39.66
05.03.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$34.13
05.03.2022	San Gabriel Valley Legislative Network Event for Tamara Binns	\$60.00
05.03.2022	Smart & Final - Senior Center Mother's Day Lunch	\$123.93
05.03.2022	Yubico Multi Factor Authentication for Police	\$992.25
05.04.2022	Council Meeting Dinner / TWOHEY's	\$92.33
05.04.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$26.57
05.04.2022	Med-Tech Resources - Lightbar Covers and Magnets for Police	\$339.53
05.05.2022	Marriot - SCAG Conference	\$205.21
05.05.2022	B&H Photo - Hard Sided Carrying Cases for Memory Lab Equipment	\$754.00
05.05.2022	eBay - Vintage Sony Color Video Monitor for Library Memory Lab	\$325.24
05.05.2022	Grocery Outlet - Community Services Supplies	\$80.54
05.05.2022	Smart & Final - Community Services Supplies	\$215.11
05.06.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$28.82
05.06.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$23.99
05.06.2022	Marriot - SCAG Conference	\$4.26
05.08.2022	Gotprint.com - Printing of Fine Free Information for Library	\$112.29
05.08.2022	Zoom Subscription for Library	\$161.14
05.08.2022	Whentowork Inc Library Staff Scheduling Software	\$132.00
05.09.2022	Monthly Zoom Charge for Community Development	\$16.11
05.10.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$27.98
05.11.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$24.52
05.12.2022	Zoom Subscription for Public Works	\$161.15
05.12.2022	Zoom Subscription for Public Works	\$161.14
05.12.2022	Hyatt Regency Long Beach - CALED Annual Conference for Mary Jerjian	\$4.00
05.12.2022	Smart & Final - Senior Center Mother's Day Luncheon	\$134.88
05.12.2022	Alin Party Supplies - Supplies for Senior Prom	\$12.72
05.13.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$24.49
05.13.2022	Yourmember-careers - Library Job Posting	\$99.50
05.13.2022	Pavilions - Cupcakes for Senior Prom	\$54.95
05.13.2022	Pavilions - Cupcakes for Senior From	\$54.95
05.13.2022	Hobby Lobby - Senior Prom Supplies	\$57.36
05.13.2022	OC Sheriffs - Field Training Officer Policy	\$65.00
05.15.2022	Hyatt Regency Long Beach - CALED Annual Conference for Mary Jerjian	\$264.23
05.17.2022	Gio's Bakery - Council Budget Review Meal	\$55.75
05.17.2022	Trader Joe's - ET and Council Meeting Review Meeting	\$8.32
05.17.2022	La Monorca Bakery - ET and Council Meeting Review Meeting	\$50.00
05.17.2022	Crowdcast - Virtual Program Streaming Software	\$10.00
05.18.2022	Council Meeting Dinner / Shakers	\$92.06
05.18.2022	City Council Meeting Supplies / Vons	\$18.07
05.18.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$22.60
05.18.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$28.62
05.18.2022	Target - City Manager Supplies	\$48.92
05.18.2022	Staples - Binders for City Council Budget Meetings	\$84.27
05.18.2022	Duo Security for Police Department	\$1,440.0
05.19.2022	Panera Bread for Budget Staff Meeting	\$1,440.0
05.19.2022	Hyatt Regency - Cal Cities Legislation Conference for Tamara Binns	\$488.02
05.20.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$31.99
05.20.2022	Mendocino Farms - PW Budget Review w/ CM Zneimer Meal	\$103.72
05.20.2022	So Cal Mobile Base - Fuel for Transit Division	\$46.03
05.20.2022	So Cal Mobile Base - Fuel for Transit Division	\$0.20
05.20.2022	So Cal Mobile Base - Fuel for Transit Division	\$17.58
05.20.2022	So Cal Mobile Base - Fuel for Transit Division	\$62.46
05.20.2022	Smart Draw - Accident Reconstruction Software for Police Department	\$357.00
05.20.2022	Porters Electronics - Library Memory Lab Equipment	\$729.99
05.20.2022	TGP - Library Memory Lab Equipment	\$1,759.9
	LAEDC Membership for Community Development	
05.21.2022		\$50.00
05.21.2022	Amazon - Office Furniture and Supplies for CM Office	\$132.29
05.22.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$31.30 \$36.00
05.22.2022	Amazon - Office Furniture and Supplies for CM Office	\$36.00
05.22.2022	Gotprint.com - Book group Bookmarks	\$171.01
05.22.2022	So Cal Mobile Base - Fuel for Transit Division	\$73.02
05.22.2022	Gus's BBQ - Finance Department Working Lunch for Budget	\$131.87

05.24.2022	Canva - Library Graphic Design	\$119.40
05.24.2022	Mammas Brick Oven Pizza - Youth Commission End of Year Dinner	\$73.87
05.25.2022	LA DHS EMT / EMT Recertification for Chief Szenchi	\$152.31
05.25.2022	City Council Meeting Supplies / Vons	\$99.98
05.25.2022	West Coast Trophy - Det. Palmieri Retirement Plaque	\$44.10
05.25.2022	The Habit - Council Dinner	\$31.39
05.25.2022	So Cal Mobile Base - Fuel for Transit Division	\$59.83
05.25.2022	eBay - Memory Lab Equipment	\$870.75
05.25.2022	IQ Air - Air Purifier for Library	\$441.06
05.26.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$22.87
05.26.2022	Motor Officer Fuel Expense / Chevron South Pasadena	\$27.10
05.26.2022	Winchell's - Business Safety Workshop Snack for PD	\$96.25
05.26.2022	Vons - CM Office Supplies	\$11.62
05.26.2022	Chipotle - Lunch for Oral Panel 05/25/2022 Interviews	\$64.61
05.27.2022	CA Park Rec Society - Playground Certification Course	\$675.00
05.29.2022	League of CA Cities General Membership for Diana Mahmud	\$45.00
05.29.2022	Big Lots - Community Services Supplies	\$256.63
05.29.2022	Smart & Final - Community Services Supplies	\$85.31
05.29.2022	Dominos Pizza for Community Services	\$117.12
Total:		\$15,181.91

ATTACHMENT 5 Payroll Summary

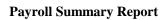
Payroll





Payroll Date:	6/10/2022	Regular			
Checks				\$	2,119.45
Direct Deposits				\$	466,746.90
IRS Payments				\$	97,014.57
EDD - State of CA				\$ \$ \$ \$	28,698.14
PERS Pension				\$	119,894.80
Deferred Comp				Ś	22,676.36
PERS Health				\$,
			Subtotal:	\$	737,150.22
Payroll Date:	6/13/2022	Off-Cycle			
Checks				\$	331.44
Direct Deposits				\$	714.11
IRS Payments				\$	57.16
EDD - State of CA				\$	-
PERS Pension				\$	235.32
Deferred Comp				\$ \$	-
PERS Health				\$	-
			Subtotal:	\$	1,338.03
Payroll Date:	6/14/2022	Off-Cycle			
Checks				Ś	1,035.42
Direct Deposits				Ś	-,
IRS Payments				s'	65.35
EDD - State of CA				Ś	-
PERS Pension				\$ \$ \$ \$ \$	_
Deferred Comp				\$	_
PERS Health				\$	-
			Subtotal:	\$	1,100.77
Payroll Date:	6/24/2022	Regular			
Checks				\$	4,116.19
Direct Deposits				\$	455,091.06
					89,675.70
IRS Payments				Ş	09,075.70
_				\$ \$	
IRS Payments				\$ \$ \$	25,667.30
IRS Payments EDD - State of CA				\$ \$ \$ \$	25,667.30 111,469.03
IRS Payments EDD - State of CA PERS Pension				\$ \$ \$ \$ \$ \$	25,667.30 111,469.03 22,664.30 168,060.61

Payroll





Payroll Date:	6/29/2022	Off-Cycle		
Checks				\$ 18,338.64
Direct Deposits				\$ -
IRS Payments				\$ 9,377.68
EDD - State of CA				\$ 2,860.63
PERS Pension				\$ -
Deferred Comp				\$ -
PERS Health				\$ -
			Subtotal:	\$ 30,576.95
			Grand Total:	\$ 1,646,910.16



City Council Agenda Report

ITEM NO. 10

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager 4

PREPARED BY:

Yolanda Chavez, Records Specialist Christina Muñoz, Deputy City Clerk

SUBJECT:

Presentation of City Council Meeting Minutes

Recommendation

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

Executive Summary

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

Fiscal Impact

Funds for these services were accounted for in the City Clerk's Fiscal Year 2021-2022 operational budget.

Attachments:

- 1. January 12, 2022 Special Meeting
- 2. January 19, 2022 Regular Meeting
- 3. February 2, 2022 Regular Meeting
- 4. February 16, 2022 Regular Meeting
- 5. February 23, 2022 Special Meeting
- 6. March 2, 2022 Regular Meeting
- 7. March 28, 2022 Special Meeting

ATTACHMENT 1

January 12, 2022 Special Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL - SPECIAL MEETING

MINUTES WEDNESDAY, JANUARY 12, 2022 AT 6:30 PM

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, January 12, 2022, at 6:30 p.m. The City Council Chamber is located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Tameka Cook, Chief City Clerk, announced a quorum.

CITY Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tameka STAFF Cook, Chief City Clerk, Christina Muñoz, Deputy City Clerk were present

PRESENT: at Roll Call. Other staff members presented reports or responded to

questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Diana Mahmud.

PUBLIC COMMENT

Public Comment - Items on the Agenda

Mayor Cacciotti announced public comments are intended to address matters on the agenda for the meeting. Members of the public have the option of emailing, participating

via Zoom (audio), or speaking in-person to address the City Council, as listed on the agenda.

Zoom Public Comment:

Yvonne LaRose stated that she'll submit her comments in writing for the next meeting since her topic is not on the agenda.

John Cervantes comments were inaudible.

PRESENTATIONS

1. INTRODUCTION OF STAFF

Management Services Director Demirjian introduced Tameka Cook, Chief City Clerk.

City Manager Chaparyan introduced Domenica Megerdichian, Deputy City Manager.

CONSENT CALENDAR

2. <u>ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE</u> <u>MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY</u>

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF JANUARY 12 THROUGH FEBRUARY 12, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

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

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Councilmember Donovan and approved by roll call vote to approve Consent Calendar Item 2.

Motion carried, 5-0.

STUDY SESSION

3. <u>CELL TOWER REVENUE DATE ON CURRENT CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS AND DISCUSSION OF FISCAL YEAR 2022 – 2026 CIP PROJECTS</u>

Recommendation

- 1. Receive and file presentation by Bartel & Associates, LLC
- 2. That the City Council give direction on the use of the Cell Tower Revenue.

COUNCIL ACTION AND MOTION

Interim Finance Director Louie made a presentation and provided an overview of the item.

Mary Beth Redding, Bartel & Associates, LLC, made a presentation regarding CalPERS liability in the City.

Councilmember Zneimer asked should the City pay CalPERS and their investment dropped, would the City's unfunded liability interest go up.

Ms. Redding stated that's correct and noted anytime money is invested in a trust, there is a chance it might not do well but expects that the CalPERS investments should earn approximately 7%.

Councilmember Mahmud asked what CalPERS rate of return has been for the previous 10 years.

Ms. Redding stated that their last 10 years has been approximately 8.5%.

Councilmember Mahmud inquired about different types of investments.

Ms. Redding stated CalPERS offers five pre-set trust options that are conservatively invested; moreover, she is unable to provide specific advice pertaining to investments.

Mayor Pro Tem Primuth inquired about the projection of the actual costs and asked if that is "pay as you go" to pay off the pension liability.

Ms. Redding referenced the contribution projection slide in the PowerPoint and clarified part of the bill allocates funding for future benefits and the payments include paying interest and paying down the principle.

Mayor Pro Tem Primuth inquired if Public Employees' Pension Reform Act (PEPRA) employees will make a significant impact for the unfunded liability in the future. Ms. Redding stated that is correct and noted the PEPRA employees have a lower cost in the long run.

Mayor Pro Tem Primuth stated that Governor Brown's administration passed legislation in 2014 that increased the contribution rates and inquired why the City is way above the rates set by the State.

Ms. Redding noted that compared to other cities, South Pasadena is in good shape and stated that its partially due to the investment results over the years.

Mayor Pro Tem Primuth inquired if the City should be aiming at any targets to be fiscally prudent.

Ms. Redding stated that its financially advantageous to pay it down as soon as possible to avoid interest payments and noted it is a up to the City on how it budgets contribution payments.

Councilmember Mahmud noted that when she was elected to the City Council, the City was hit with an unfunded liability from CalPERS. She inquired when the phasing in of the new rate of return will end.

Ms. Redding stated it will be phasing in during fiscal year 2024/25.

Mayor Pro Tem Primuth inquired what type of contribution would it take to decrease the City's contribution projection.

Ms. Redding noted that its difficult to determine but it is possible.

Mayor Cacciotti inquired regarding the impacts on Cities who had increased benefits.

Ms. Redding noted that the agencies who were the worst funded, had adopted those benefits.

Councilmember Mahmud suggested allocating funds to unfunded liabilities in proportion to their respective allocation.

Ms. Redding suggested if the City Council allocated funds to Other Post-Employment Benefits (OPEB) plan or pre-funding, the discount rate would change and the liability would drop. She noted the more funds the City allocates, the more the liability decreases.

Mayor Pro Tem Primuth expressed his support for prorated allocation.

Staff expressed their support for Councilmember Mahmud's recommendation.

There was a discussion amongst the City Council and staff to designate a flat amount to OPEB.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to allocate 1.25 million to OPEB and the remaining balance

of the \$5.374 million would be allocated to PERS to satisfy unfunded actual liability and to direct staff to bring back an item at a future City Council meeting to approve those actions.

Motion carried, 5-0.

4. <u>UPDATE ON CURRENT CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS</u> AND DISCUSSION OF FISCAL YEAR 2022 – 2026 CIP PROJECTS

COUNCIL ACTION AND MOTION

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

Senior Management Analyst Medina made a presentation regarding the funding and allocations for projects.

Councilmember Zneimer referenced the recently approved Rectangular Rapid-Flashing Beacon (RRFB) and inquired when they would be installed. She inquired if it would be cost-effective to use electricity instead of solar if there is electrical access at the project site.

Public Works Director Gerber noted that not all projects may be synchronized and staff is re-examining all projects to ensure the most cost-effective manner. He noted the two RRFB's on Mission Street are currently in the design phase. He stated the one by Fairview Street, there was a discussion to install the RRFB on a lamp post but will seek Commission and City Council feedback.

Councilmember Mahmud inquired about the Water Master Plan and its timeline.

Public Works Director Gerber noted that the document will go before the Public Works Commission and City Council for review and approval.

Councilmember Mahmud noted that she did not see a reference to the Fremont Complete Streets project, amongst the other transportation project and asked if it was omitted.

Public Works Director Gerber confirmed that the project is on the current list and is referenced as the Fremont/Huntington Mobility Active Transportation Project.

Councilmember Mahmud asked if there will be a recommendation to fully fund the Maintenance of Effort (MOE) and noted that if the City does not satisfy MOE, that it could potentially leave \$500,000 on the table that could fund transportation projects.

Public Works Director Gerber stated that staff believes they could use the other grant funds to qualify for the MOE.

Councilmember Mahmud asked if there is a plan to provide funding for the Mission Street traffic study and safety enhancement for the Farmer's Market.

Public Works Director Gerber stated there are plans for events with that funding in the near future. He noted that enhancements to the Farmer's Market has always been apart of the operating budget.

Mayor Pro Tem Primuth inquired about budgetary pressure points for the CIP budget.

Public Works Director Gerber responded that water infrastructure projects and street rehabilitation account for significant budget commitments for the future.

Mayor Cacciotti inquired about the Fair Oaks off ramp project.

Public Works Director Gerber noted that project is within the proposed plan.

Mayor Cacciotti inquired about a list of streets identified for cape and slurry seal repairs.

Public Works Director Gerber stated that he can send a list out once the CIP is adopted and have the information readily available for the public.

Councilmember Mahmud noted that it was previously discussed that staff would determine which streets would need repairs.

Councilmember Zneimer inquired about tree maintenance and replacement.

Public Works Director Gerber stated that a proposed urban forest master plan is included in the proposed CIP budget.

Councilmember Zneimer inquired if there will be a list of protected and historic trees in the community.

Public Works Director Gerber answered affirmatively.

City Manager Chaparyan provided a brief recap of the discussion points and thanked the City Council for their feedback.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 8:43 p.m., to the next Regular City Council meeting scheduled on Wednesday, January 19, 2022.

Respectfully submitted:
Christina Muñoz. Deputy City Clerk

South Pasadena City Council

Christina Muñoz Deputy City Clerk

Special Meeting Minutes

January 12, 2022

ATTACHMENT 2

January 19, 2022 Regular Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL - REGULAR MEETING

MINUTES WEDNESDAY, JANUARY 19, 2022 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, January 19, 2022, at 7:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Tameka Cook, Chief City Clerk, announced a quorum.

CITY Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tameka STAFF Cook, Chief City Clerk; Christina Muñoz, Deputy City Clerk were present PRESENT: at Roll Call. Other staff members presented reports or responded to

questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Jon Primuth.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. PUBLIC EMPLOYMENT - PERFORMANCE EVALUATION

(Government Code Section 54957)

Title: City Manager

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

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Government Code sec. 54956.9(d)(1)

- 1. Owen Cliff Snider v. City of South Pasadena, (UPC Case No. LA-CE-1180-M)
- 2. Fahren James and Victoria Patterson v. City of South Pasadena, et al. (CDCA, Case No. 2:21-cv-08256-DSF-KK)

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

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

City Attorney Jared referenced the Conference with Legal Counsel – Existing Litigation and Conference with Legal Counsel – Anticipated Litigation Closed Session Agenda items from the January 12, 2022 City Council Meeting as follows:

A. <u>CONFERENCE WITH LEGAL COUNSEL</u>- **EXISTING LITIGATION** (Government Code Section 54956.9(d)(1))

- City of South Pasadena v. The Dow Chemical Company, et al. (Case No.2:20cv-07765-MWF-(SP)
- 2. Smith v. City of South Pasadena (LASC Case No.19BBCV00118)
- 3. Estate of Lim (Case No. BC707395)

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

B. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) Number of Potential Cases: 1

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted no action was taken in closed session.

The City Council recessed closed session from the January 12, 2022 meeting at 6:30 p.m.

PUBLIC COMMENT

2. Public Comment - General

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

Zoom Public Comment:

Felix Gutierrez discussed the 175th anniversary of the Adobe Flores building.

Josh Albrektson discussed HCD's comments on the City's draft housing element.

Yvonne LaRose briefly discussed the City's redistricting process.

PRESENTATIONS

3. Introduction of Staff

Community Development Director Frausto-Lupo introduced Associate Planner Braulio Moreno Madrid, Associate Planner Susana Martinez, and Associate Planner Sandra Robles.

4. Merchant Minute

Laurie Wheeler, South Pasadena Chamber of Commerce, introduced Kelly Kidd, owner of Kidd's Jewelry Heist. Mr. Kidd presented an overview of his business.

COMMUNICATIONS

5. Councilmembers Communications

Councilmember Mahmud discussed a recent meeting of the Design Review Board; discussed a recent meeting of the Library Board of Trustees;

Moved by Councilmember Mahmud, Seconded by Mayor Cacciotti to transition commercial customers from 50% to 100% renewable energy rate.

Moved by Councilmember Mahmud, Seconded by Mayor Cacciotti for a proposed ordinance banning the furnishing of disposable eating utensils unless specifically requested.

Councilmember Donovan discussed a recent meeting of the Caltrans Properties Ad-Hoc Committee; discussed a recent Ad-Hoc committee meeting pertaining to batting cages, skate parks, and golf course; discussed a recent Athens Ad-Hoc Contract Committee meeting pertaining to refine trash proposals.

At this point in the meeting, Mayor Cacciotti moved to Item No. 13 pursuant to Elections Code 21607.1(D)

PUBLIC HEARING

13. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING COMMUNITIES OF INTEREST RELATED TO REDISTRICTING FOR SOUTH PASADENA CITY COUNCIL DISTRICTS

Recommendation

- 1. Receive a report on the redistricting process and permissible criteria to be considered to redraw district boundaries; and
- 2. Conduct a public hearing to receive public input regarding communities of interest.

COUNCIL ACTION AND MOTION

Management Services Director Demirjian introduced the item and introduced Ken Chawkins from National Demographics Corporation.

Ken Chawkins, National Demographics Corporation, made a presentation and provided an overview of the item.

Mayor Cacciotti opened the public hearing.

Yvonne LaRose asked how the redistricting meshes with the General Plan and housing element as it pertains to population growth.

Josh Albrektson requested that the new district maps make it possible for residents to be within walking distance from their Councilmember.

John Martin stated that the population numbers in the Dave's Redistricting map tool has incorrect numbers.

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

Councilmember Mahmud noted rentals are spread out throughout the community and that its healthy for the City.

Councilmember Zneimer asked if it was possible to not split Via Del Rey and keep it in one district.

Mr. Chawkins stated that it depends on where the census blocks are located and noted that census blocks cannot be split up into different districts.

Councilmember Donovan reiterated Councilmember Zneimer's thoughts and noted that other areas on Fremont Avenue and Meridian Avenue are also split up into different districts.

Mr. Chawkins stated that it is important to receive specific direction from the City Council and what they want accomplished in the new map.

Councilmember Donovan agreed that rentals should be spread out throughout the different districts.

Mayor Pro Tem Primuth discussed the School District's approach to their map and how they divided the elementary school attendance areas.

Mr. Chawkins noted there was minimal public input regarding the topic in the School District. He noted that the School District board members set their specific priorities for their map.

Mayor Pro Tem Primuth discussed potential priorities for the City Council in regard to the new map.

There was discussion amongst the City Council regarding communities of interest, compactness, commercial areas and number of renters in each district; and, legal compliance.

Councilmember Mahmud stated that there should be a balance of commercial and residential properties in drafting the new map.

Management Services Director Demirjian discussed upcoming workshops and opportunities for public input on the new maps.

Councilmember Communications Continued

Councilmember Zneimer discussed the Caltrans owned properties.

Moved by Councilmember Zneimer, seconded by Mayor Cacciotti to direct staff to draft a deconstruction ordinance that would go before the Cultural Heritage Commission and then the City Council.

Mayor Pro Tem Primuth discussed a recent meeting of the Mobility, and Transportation Infrastructure Commission; discussed pedestrian safety recommendations and street maintenance.

Mayor Cacciotti shared a photo of a recent community soccer event; shared a photo of the recent Holy Family Church giving bank; shared a photo of advance technology electric vehicles for the Police Department; shared a photo of the Arroyo Seco Trails; shared a photo of a recent meeting with the South Pasadena Preservation Foundation.

6. City Manager Communications

City Manager Chaparyan stated that the City is seeking community feedback regarding City Commissions.

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

None.

CONSENT CALENDAR

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

9. <u>AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST CONTRACT</u> AMENDMENT WITH HDL SOFTWARE, LLC

Recommendation

It is recommended that the City Council authorize the City Manager to execute the first contract amendment with HdL Software, LLC to extend agreement through October 31, 2023.

10. ADOPTION OF A RESOLUTION AUTHORIZING SIGNATORIES ON CITY BANKING ACCOUNTS AND RELATED BANKING DOCUMENTS

Recommendation

- 1. A resolution superseding Resolution No. 7698, Authorizing Signatures on City Bank Accounts; and
- 2. A resolution superseding Resolution No. 7699, Authorizing Signatures on the City's Local Agency Investment Fund (LAIF) Account

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

12. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH PRO FORMA ADVISORS, LLC FOR RESTAURANT CONSULTANT SERVICES

Recommendation

It is recommended that the City Council

- 1. Appropriate \$19,770 from the Arroyo Seco Golf Course reserve account to account No. 295-8040-8043-8020-000;
- Award a contract to Pro Forma Advisor, LLC for restaurant consultant services
 to assist in the business proforma, authoring of a request for proposals (RFP),
 RFP process, interviews, and evaluation process in acquiring a new operator
 for the Arroyo Seco Golf Course restaurant in the amount of \$19,770; and
- 3. Authorize the City Manager to execute a professional services agreement with Pro Forma Advisors.

Councilmember Zneimer requested to pull Item Nos. 8 and 11.

Councilmember Mahmud noted that Item No. 12 includes an additional document.

A motion was made by Councilmember Mahmud, seconded by Councilmember Donovan and approved by roll call vote to approve Consent Calendar Item(s) 9, 10, and 12 as presented and amended.

Motion carried, 5-0.

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

8. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$354,382.66; GENERAL CITY WARRANTS IN THE AMOUNT OF \$232,621.24; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$181,952.21; VOIDS IN THE AMOUNT OF (\$116.71); TRANSFERS IN THE AMOUNT OF \$5,086,782.07; PAYROLL IN THE AMOUNT OF \$789,960.39

Recommendation

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

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired if the payment to the South Pasadena Humane Society was the normal monthly payment.

Management Services Director Demirjian noted that the payment might be for more than one billing cycle and stated that staff will confirm the invoice amount.

Mayor Cacciotti discussed the recent rising costs of the South Pasadena Humane Society.

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

Motion carried, 5-0.

11. MONTHLY INVESTMENT REPORT FOR NOVEMBER 2021

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for November 2021.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired if the City has been looking at alternative investments that would result in a better return for the City.

Interim Finance Director Louie stated the Finance Commission is looking at more aggressive investments and noted that staff plans to bring an item to the City Council in the near future to discuss alternative investments.

Councilmember Zneimer inquired about the yield amounts on more aggressive investments.

Interim Finance Director Louie stated rates could potentially be looking at 3 to 6% return as opposed to the 0.5% return that the City currently receives.

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 11, as presented.

Motion carried, 5-0.

PUBLIC HEARING CONTINUED

14. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS (ADU) INCLUDING SECTION 36.350.200.J (DESIGN STANDARDS FOR HISTORIC PROPERTIES) AND ADOPTION OF DESIGN GUIDELINES FOR ADU DEVELOPMENT ON HISTORIC PROPERTIES

ORDINANCE

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 ("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

Recommendation

- 1. Read by title for first reading, waiving further reading, and introduce an ordinance to amend Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200 (Design Standards for Historic Properties); and
- 2. Adopt Design Guidelines for ADU Development on Historic Properties.

COUNCIL ACTION AND MOTION

Community Development Director Frausto-Lupo made a presentation and provided a quick overview of the item.

Mayor Cacciotti opened the public hearing.

With no requests to speak, the public hearing was closed.

Councilmember Zneimer thanked Architectural Resources Group, the Planning Commission, the Cultural Heritage Commission, and City staff for their work on this item.

Councilmember Mahmud reiterated Councilmember Zneimer's thoughts.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Item No. 14, as presented.

Motion carried, 5-0.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 9:15 PM, to the next Regular City Council meeting scheduled on Wednesday, February 2, 2022.

February 2, 2022.	Respectfully submitted:
	Christina Muñoz Deputy City Clerk
	APPROVED:
ATTEST:	MICHAEL CACCIOTTI MAYOR
Christina Muñoz Deputy City Clerk	

ATTACHMENT 3

February 2, 2022 Regular Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL - REGULAR MEETING

MINUTES WEDNESDAY, FEBRUARY 2, 2022 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, February 2, 2022, at 7:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Tameka Cook, Chief City Clerk, announced a quorum.

CITY Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tameka STAFF Cook, Chief City Clerk; Christina Muñoz, Deputy City Clerk were present PRESENT: at Roll Call. Other staff members presented reports or responded to

questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Jack Donovan.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. PUBLIC EMPLOYMENT - PERFORMANCE EVALUATION

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

Title: City Manager

City Attorney Jared reported that Council met in Closed Session to receive a briefing on the item. He noted that the City Council voted 5-0 to bring back an item to a future open session meeting for a 3% increase to the City Manager's compensation.

B. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code Section 549561)

Claimant: Sirin Ozen Hallberg

Agency Claimed Against: City of South Pasadena

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

C. CONFERENCE WITH LEGAL COUNSEL: REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 815 Mission Street, South Pasadena (portion thereof)

APN: 5315-020-900

Agency Negotiator: Armine Chaparyan, City Manager

Under Negotiations: Price and Terms

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

The City Council recessed closed session at 7:02 p.m.

PUBLIC COMMENT

2. Public Comment - General

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

Zoom Public Comment:

The following individuals expressed their support for the South Pasadena High School Anti-Bias Club's proposed Black Lives Matter Mural at Orange Grove Park:

Alexander Aquino Lauren Black Noah Cohan Levi Srebalus Lulu Lopez

Helen Tran

Sean Myers

Robin Myers

Zack Brown

Quinn Manzo

Carly Weinstein

Eric Valeznic

Kris Kuramitsu

Scott Cune

Alexa Morales

Phung Huynh

Jenni Robinson

Vanessa Godson

Scarlet Sigh

Maya Turun

Remy Julian Lorenz

Patricia Aruza

Leslie Ito

Andy Perry

Ella Hushagen

Karen Mack

Sorel Barnard

F.J.

Steve Wong

Rich Albom

Victoria Marshall expressed concern regarding an incident with her daughter at a recent City event and an incident report was not filed.

Shlomo Nitzani expressed concerns with the peacocks in his neighborhood and requested the City Council take action to remove them.

John Srebalus his support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park; he referenced a report pertaining to racial disparity in South Pasadena Education Foundation's (SPEF) tuition-based summer school.

Ali Shirmohamadi expressed his concern as to why his tow company wasn't chosen by the City for tow services.

Yvonne LaRose expressed concern with the Black Lives Mural Design and the lack of "professionals" included in the mural.

Mayor Cacciotti noted that the City Council received a letter from CareFirst that included 82 signatures.

Written Public Comment:

The following individuals expressed their written support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park:

Karen Taylor Lissa Reynolds Sharon Mizota Amy & Ken Betts Karissa Adams Jenny Gillett

PRESENTATIONS

3. <u>Proclamation Declaring February 2022 as "Black History Month" in the City of South Pasadena</u>

Mayor Cacciotti presented a proclamation declaring February 2022 as "Black History Month" in the City of South Pasadena.

PRESENTATIONS

4. Library Board of Trustees

Chief City Clerk Cook noted that there were additional documents included for this item.

A motion was made by Councilmember Mahmud, seconded by Mayor Pro Tem Primuth and approved by roll call vote to appoint the following individuals to the Library Board of Trustees:

- Fred J. Pratt (3-year term until 12/2024)
- Kenneth I. Gross (1-year term until 12/2022)

Motion carried, 5-0.

COMMUNICATIONS

5. Councilmembers Communications

Councilmember Zneimer yielded her time to any other Councilmembers who needed additional time.

Councilmember Mahmud discussed a recent meeting of the Cal Cities Los Angeles County Division Board; discussed a recent meeting of the Los Angeles County Blue Ribbon Committee regarding homelessness; discussed a recent South Pasadena Chamber Shop Talk regarding Southern California Edison (SCE); noted that the City Council will hear an item at their next meeting regarding the transition of commercial customers to 100% renewable energy.

Councilmember Donovan discussed a recent meeting of the Youth Commission; provided a brief update regarding the sale of the Caltrans homes; discussed updates from the Athens Ad-Hoc Committee;

Mayor Pro Tem Primuth discussed a recent meeting of the Festival of Balloons Committee; discussed the upcoming Arroyo Verdugo Joint Powers Authority meeting.

Mayor Cacciotti shared ideas discussed at the 4th of July Festival of Balloons Committee; highlighted the Public Works Department and shared a quick video.

Motion by Mayor Cacciotti, seconded by Councilmember Mahmud, to bring an item to the Public Safety Commission and City Council regarding legislation to examine the root cause of the theft of catalytic converters.

6. <u>City Manager Communications</u>

City Manager Chaparyan provided an update on the City's redistricting process.

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

None.

CONSENT CALENDAR

- 8. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.
- 9. ADOPTION OF A RESOLUTION AUTHORIZING THE COUNTY OF LOS ANGELES AGRICULTURE COMMISSIONER TO INSPECT AND ABATE WEEDS, BRUSH AND NATIVEVEGETATION DECLARED TO BE AN EXISTING OR POTENTIAL FIRE HAZARD, AND SCHEDULE A PUBLIC HEARING TO BE HELD ON FEBRUARY 16, 2022, TO HEAR OBJECTIONS OR PROTESTS TO THE VEGETATION MANAGEMENT PROGRAM

Recommendation

It is recommended that the City Council adopt the resolution authorizing the County of LosAngeles Agriculture Commissioner to inspect and abate weeds, brush and native vegetation declared to be an existing or potential fire hazard and schedule a Public Hearing to be held on February 16, 2022, to hear objections or protests to the vegetation management program.

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

Recommendation

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

11. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS (ADUS) INCLUDING SECTION 36.350.200.J (DESIGN STANDARDS FOR HISTORIC PROPERTIES) AND ADOPTION OF DESIGN GUIDELINES FOR ADU DEVELOPMENT ON HISTORIC PROPERTIES

ORDINANCE

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 ("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council:

- 1. Read by title only for second reading, waiving further reading, and adopt an ordinance to amend Chapter 36 (Zoning)of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200.J (Design Standards for Historic Properties); and
- 2. Adopt Design Guidelines for ADU Development on Historic Properties.

12. AUTHORIZE CELL TOWER REVENUE USAGE

Recommendation

It is recommended that the City Council authorize:

- 1. The City Manager to execute the creation of an OPEB (Other Post-EmploymentBenefits) trust;
- 2. The placement of \$1,125,000 of General Fund Reserves into the new OPEB trust;
- 3. Appropriation of \$4,374,439 the Cell Tower Revenues from General Fund Reserves to pay down the current Unfunded Actuarial Liability (UAL);
- 4. Appropriation of \$1,000,000 reserved for paydown of pension and medical liabilities:
- 5. The payment of \$2,847,124 into the City's Sworn Safety CalPERS (PERS)plan; and
- 6. The payment of \$1,402,315 into the City's Miscellaneous PERS plan.

Councilmember Zneimer requested to pull Item No. 8.

A motion was made by Councilmember Donovan, seconded by Councilmember Mahmud and approved by roll call vote to approve Consent Calendar Item(s) 9-12 as presented.

Motion carried, 5-0.

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

8. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$8,945.53; GENERAL CITY WARRANTS IN THE AMOUNT OF \$831,488.44; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$15,345.20; VOIDS IN THE AMOUNT OF (\$78.00); TRANSFERS IN THEAMOUNT OF \$14,731.63: PAYROLL IN THE AMOUNT OF \$1,570,081.28

Recommendation

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

COUNCIL ACTION AND MOTION

Councilmember Zneimer referenced the CalgonCarbon warrant request and asked if they City reached out to any other vendors to provide those services.

Public Works Director Gerber stated that the existing vessel is designed by CalgonCarbon so staff did not have a choice to use another vendor. He noted that staff is looking for alternative funding sources to mitigate costs for the future.

Councilmember Zneimer referenced the West Coast Arborist warrant request and asked if their scope of duties include inspections on the health of the City's aging trees.

Public Works Director Gerber answered affirmatively.

Councilmember Zneimer referenced the San Gabriel Basin Water Quality Authority warrant request and inquired about the pumping right fees.

Public Works Director Gerber noted that these are part of the cost required for the City to pump drinking water out of the basin and into the City. He noted he will research how often the City pays that fee.

Councilmember Mahmud noted that she believes it's an annual payment.

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve the Item No. 8, as presented.

Motion carried, 5-0.

ACTION / DISCUSSION

13. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONDEMNING THE CITY'S HISTORY AS A SUNDOWN TOWN AND PAST PRACTICES OF INSTITUTIONALIZED RACISM; TAKE ACTION TO JOIN THE GOVERNMENT ALLIANCE ONRACE & EQUITY (GARE); DIRECT STAFF TO ENGAGE IN ADDITIONAL EQUITY- DEVELOPING ACTIVITIES

Recommendation

It is recommended that the City Council:

- Adopt a resolution entitled "Resolution of the City Council of the City of South Pasadena Condemning the City's History as a Sundown Town and Past Practices of InstitutionalizedRacism"; and
- Direct staff to attend information sessions on the Government Alliance on Race & Equity (GARE) and discuss the membership with our neighboring cities; and
- 3. Direct staff to engage in the following Equity-Developing Activities:
 - a. Review the deeds of properties currently owned by the City or owned in the future in coordination with LA County Registrar Recorder adoption and implementation plan; remove any existing racially restrictive housing covenants; and for any property purchased in the future remove the racially restrictive housing covenant prior accepting property;
 - b. Hire artists to perform at the Music in the Parks reflecting a wide variety of cultural backgrounds, countries, and sounds:
 - Support an annual community forum in demonstration of South Pasadena's commitment to promote diversity, equity and inclusion in the community; hosted by Assistant to the City Manager Tamara Binns;
 - d. Continue to support the spirit of inclusionary initiatives proposed by county legislation, budget proposals, and policies that would reverse past racist policies and reduce racial disparities consistent with this Resolution, and actively oppose state and county legislation, budget proposals, and policies that would impede the goals of the Resolution Condemning the City's History as a Sundown Town and Past Practices ofInstitutionalized Racism".
 - e. Continue to promote diversity in the membership of city commissions; and
 - f. Continue to provide diversity, equity, and inclusion training for all city employees.

COUNCIL ACTION AND MOTION

Assistant to the City Manager Binns made a presentation and provided a quick overview of the item.

Councilmember Mahmud briefly reviewed the recommended actions.

Councilmember Zneimer referenced the Government Alliance on Race and Equity webinar and asked if elected officials can participate.

Assistant to the City Manager Binns confirmed the webinar is open to the public and elected officials.

Mayor Cacciotti requested that staff remind the community about the webinar at the next City Council meeting.

Councilmember Zneimer asked if it was possible to identify the 125 displaced Japanese residents referenced in the staff report.

Assistant to the City Manager Binns stated that staff has been investigating that question and will continue to work with local groups to identify additional information.

Councilmember Zneimer referenced section 5 of the proposed resolution pertaining to events in the City and asked that additional events be included.

Councilmember Zneimer noted that a preposition is missing from the language in section 4 of the proposed resolution.

Mayor Pro Tem Primuth referenced section 4 of the proposed resolution regarding the removal of existing racially restrictive housing covenants and expressed support to make that process easier in the future.

Mayor Cacciotti opened the public comment period.

Zoom Public Comment:

Yvonne LaRose thanked Assistant to the City Manager Binns for her work on this items; suggested the installation of plaques for the properties affected by the removal of existing racially restrictive housing covenants.

Anne Bagasao thanked Assistant to the City Manager Binns for her work on this item; asked why the City still celebrates Columbus Day; stated that the appointment of City Commissioners should be more equitable; expressed her support for the Black Lives Matter Mural.

Alexander Aquino expressed his support for the proposed resolution condemning the City's history as a Sundown Town.

Ella Hushagen expressed her support for the proposed resolution condemning the City's history as a Sundown Town.

F.J. Pratt stated more needs to be done in the City to promote inclusion.

Michael Savela expressed his support for the proposed resolution condemning the City's history as a Sundown Town.

Helen Tran expressed her support for the proposed resolution condemning the City's history as a Sundown Town.

John Srebalus expressed his support for the proposed resolution condemning the City's history as a Sundown Town.

Albert Perez expressed his support for the proposed resolution condemning the City's history as a Sundown Town.

Deputy City Clerk Muñoz noted that the following written public comments were received:

Sofia Lopez Singleton John Aboud Jim Dowd Care First South Pasadena Ryan Bell Stefani Williams

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

Councilmember Mahmud complemented Assistant to the City Manager Binns and City staff for their work on this resolution.

Councilmember Zneimer requested minor revisions that can be brought back to a future City Council meeting.

City Attorney Jared stated the typographical error in Section 4 can be accommodated to add the word "to".

Assistant to the City Manager Binns noted that City staff can work with other organizations in the City to accommodate other events in the City.

Councilmember Mahmud acknowledged Community Services Director Pautsch's work on diverse entertainment options during City events; thanked community members for their work on this item.

Councilmember Donovan thanked City staff for their work on this resolution.

A motion was made by Councilmember Mahmud, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 14, as amended by the City Attorney.

Motion carried, 5-0.

14. APPROVAL OF AGREEMENT FOR A FIVE-YEAR CONTRACT TO THE SOUTH PASADENA CHAMBER OF COMMERCE FOR THE OPERATION OF THE SOUTH PASADENA FARMERS'MARKET

Recommendation

It is recommended that the City Council approve a five (5) year Contract with the South Pasadena Chamber of Commerce for the operation of the South Pasadena Farmers' Market.

COUNCIL ACTION AND MOTION

Management Analyst Jerejian made a presentation and provided a quick overview of the item.

Councilmember Mahmud inquired if staff has considered increasing the amount of produce vendors to 75-80%.

Management Analyst Jerejian stated that it's possible to increase the numbers.

Laurie Wheeler, South Pasadena Chamber of Commerce, stated that the ratio of vendors sometimes depends on what produce is in-season at the time; agreed to maximize 80% produce and 20% food vendors and a 50% produce and 50% food vendor minimum.

Councilmember Mahmud requested language in the contract stating the South Pasadena Chamber of Commerce be responsible for the movement of devices related to the street closure plan and the development of a traffic control plan.

Ms. Wheeler stated that the Chamber has an outside vendor who erects and removes traffic control barriers and directional signage.

Councilmember Zneimer stated parking signage is needed for the Farmers Market.

Councilmembers discussed additional parking options for the Farmers Market and City Attorney Jared confirmed that amended language can be added to the agreement to include additional parking locations.

Ms. Wheeler confirmed the Chamber will work with the City on additional parking for the event.

Councilmember Mahmud inquired if the Chamber has an agreement with the current owner of the school district's former administration site.

Ms. Wheeler stated the Chamber does not currently have an agreement with South Pasadena Unified School District lot. She confirmed there is an agreement with the new owner of the school district's former administration site.

Councilmember Mahmud asked if this agreement is time sensitive as a number of items need modification.

City Manager Chaparyan stated that staff can work with the Chamber and bring back a modified agreement within the next month.

Councilmember Zneimer stated that the restrooms provided at the museum are often overburdened.

Ms. Wheeler listed the restrooms available for the event and noted that additional signage can be added to identify the additional restrooms.

City Manager Chaparyan stated the Public Works Department will work with the Chamber to determine to proper number of additional restrooms needed.

The City Council expressed their appreciation to Ms. Wheeler and the Chamber of Commerce for all the work they do for the Farmers Market.

Mayor Cacciotti opened the public comment period.

Zoom Public Comment:

Yvonne LaRose recommended a temporary shuttle to transport people to the farmers market as a way to mitigate the parking issues.

Deputy City Clerk Muñoz noted that the following written public comments were received:

Carole Gallegos thanked the City for their partnership of the farmers market. Norma & Ulises Medrano expressed their support for the farmers market. Benjamin Smith expressed his support for the farmers market.

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

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to bring this item back as a future agenda item after the City and Chamber work out additional details of the agreement.

Motion carried, 5-0.

15. INVESTMENT PHILOSOPHY

Recommendation

It is recommended that the City Council

- 1. Review report: and
- 2. Provide input regarding future investment philosophy.

COUNCIL ACTION AND MOTION

Interim Finance Director Louie made a presentation and provided a quick overview of the item.

Mayor Pro Tem Primuth inquired if the bond at Morgan Stanley the most aggressive fund.

Interim Finance Director Louie stated that the City's bond performance is 1.26% and the Local Agency Investment Fund (LAIF) is earning 0.2%.

Mayor Pro Tem Primuth asked what the next step would be after a bond portfolio.

Interim Finance Director Louie stated that the Finance Commission would like to see the City invest additional funds with Morgan Stanley.

Councilmember Zneimer asked what the Finance Commission's recommendation was for investing with Morgan Stanley.

Interim Finance Director Louie stated the Commission was in favor of \$16.5 million; he noted they are presenting a bigger balance to City Council as the balances have increased.

Councilmember Mahmud asked if the Finance Commission would approve the updated dollar amount that is now being recommended to the City Council.

Interim Finance Director Louie answered affirmatively.

Councilmember Zneimer asked how much the first installment of the American Rescue Plan Act (ARPA) funds.

Interim Finance Director Louie stated that they are equal installments of about \$3 million.

Councilmember Zneimer clarified that the investment doesn't include the ARPA funds.

Mayor Cacciotti opened the public comment period.

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

Mayor Cacciotti shared a PowerPoint slide of different investments from the Air Quality Management District (AQMD).

Councilmember Zneimer asked if the City can invest in State Municipal Bonds.

Interim Finance Director Louie stated he will investigate and provide an answer to the City Council.

Mayor Cacciotti stated that he prefers a moderate aggressive approach to investments.

The City Council discussed different levels of risk in regard to investments.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve a transfer from LAIF of \$21,500,000 and to direct the Finance Commission to examine other potential investments beyond the bonds offered by Morgan Stanley.

Motion carried, 5-0.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 10:33 p.m., to the next Regular City Council meeting scheduled on Wednesday, February 16, 2022.

vicanceday, restrainy 10, 2022.	Respectfully submitted:
	Christina Muñoz Deputy City Clerk
	APPROVED:
	MICHAEL CACCIOTTI MAYOR
ATTEST:	
Christina Muñoz Deputy City Clerk	_

ATTACHMENT 4

February 16, 2022 Regular Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL - REGULAR MEETING VIA ZOOM TELECONFERENCE

MINUTES WEDNESDAY, FEBRUARY 16, 2022 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, February 16, 2022, at 7:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Christina Muñoz, Deputy City Clerk, announced a quorum.

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

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Diana Mahmud.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

- 1. Noreen Lim, et al. v. City of South Pasadena (LASC Case No. BC707395)
- 2. Alison Smith v. City of South Pasadena (LASC Case No. 19BBCV00118)

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

The City Council recessed closed session at 7:10 p.m.

PUBLIC COMMENT

2. Public Comment - General

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

Zoom Public Comment:

Wendy Lee expressed concern regarding a nuisance neighbor on Meridian and the obstructed use of a public right of way.

Noah Kuhn expressed his support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park.

Yvonne LaRose added to her written public comment to express her support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park; expressed appreciation for the sundown town resolution that was recently passed.

Lulu Talesnick Lopez expressed her support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park; expressed appreciation for the sundown town resolution that was recently passed.

John Srebalus expressed his support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park.

Alexa Morales expressed her support for the South Pasadena High School Anti-Bias Club Black Lives Matter Mural at Orange Grove Park.

Deputy City Clerk Muñoz noted the following written Public Comment was received:

Deborah Lutz noted her opposition regarding murals associated with political movements and specifically any that are actively working in opposition to City government.

PRESENTATIONS

3. Pet Adoption

Ryan Meters, Pasadena Humane Society, discussed the process of pet adoption.

COMMUNICATIONS

4. Councilmembers Communications

Councilmember Zneimer shared photos of wind damages at the Arroyo Seco Golf Course; shared photos of graffiti at Garfield Park; shared a photo of no-parking signs for 4-axle trucks on the Meridian Hillside; shared photos of a resident development and dumping on a neighboring property; discussed a recent special meeting of the Public Works Commission.

Councilmember Mahmud discussed a recent Cal Cities Environmental Quality Committee; discussed SB 379, a bill that would create an automated solar permitting system; discussed BizFed's green hydrogen program; discussed a recent meeting of the San Gabriel Valley Council of Governments (SGVCOG) Transportation Committee.

Mayor Pro Tem Primuth requested that the City Manager look into the issue of the property mentioned in general public comment; discussed a recent meeting of the Arroyo Verdugo Joint Powers Authority; discussed a recent meeting of the Public Safety Commission; discussed a recent meeting of the Mobility Transportation & Infrastructure Commission.

Councilmember Donovan discussed a recent meeting of the Leased Property Ad-Hoc Committee; discussed the recent restaurant proposals at the Arroyo Seco Golf Course; discussed the batting cages management proposals; discussed the wind damage at the Arroyo Seco Golf Course; discussed a recent meeting of the Finance Commission; discussed the City's upcoming waste collection survey.

Mayor Cacciotti discussed the neighbor nuisance mentioned during general public comment; discussed the Air Quality Management District (AQMD) pollution update; provided an update on the Public Safety Commission's discussion on catalytic converter thefts; shared photos of recent events around the City; shared a photo he took with a Councilmember from the City of Glendale; shared a photo of a resident running; shared a photo of a green lawn mower equipment event; shared a photo of a vaccination and testing site at Holy Family Church; shared a photo of a recent meeting with a company who provides environmental lawn equipment; shared a photo

of a charging station in the City; shared a photo of himself having coffee during a meeting with City staff at a local coffee shop.

Moved by Mayor Cacciotti, seconded by Mayor Pro Tem Primuth to place the Anti-Bias Club Black Lives Matter Mural on the March 2, 2022 City Council agenda.

5. City Manager Communications

City Manager Chaparyan provided an update on the City's redistricting process and noted public hearings coming up on March 2nd and March 16th; noted that City Hall is closed on Monday for Presidents Day.

Public Work Director Gerber provided an update on the warrant item pertaining to the San Gabriel Basin Water Quality Authority; he noted the annual payment is over \$42,000 and is paid in two installments during the year.

Assistant to the City Manager Binns provided an update on the sundown town resolution and noted that information sessions will be available on zoom on February 22nd and March 22nd.

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

None.

CONSENT CALENDAR

- 7. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.
- 8. THIS ITEM WAS MOVED OUT-OF-ORDER FOR SEPARATE DISCUSSION.
- 9. CONFIRMATION OF AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER ARMINÉ CHAPARYAN

Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended employment agreement.

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

Councilmember Donovan requested to pull Item No. 12 Councilmember Zneimer requested to pull Item No. 7, 10 and 11. City Manager Chaparyan requested to pull Item No. 8.

Councilmember Donovan requested to pull Item No. 12.

City Attorney Jared provided a summary update pertaining to Item No. 9.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Consent Calendar Item 9 as presented.

Motion carried, 5-0.

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

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$63,206.25; GENERAL CITY WARRANTS IN THE AMOUNT OF \$446,016.20; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$132,496.67; VOIDS IN THE AMOUNT OF (\$3,330.00); TRANSFERS IN THE AMOUNT OF \$5,031,428.03; PAYROLL IN THE AMOUNT OF \$726,424.01

Recommendation

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

COUNCIL ACTION AND MOTION

Councilmember Zneimer asked what duties Landcare and West Coast Arborists perform.

Public Works Director Gerber clarified that Landscare performs landscaping/routine work and West Coast Arborists handles tree pruning and planting.

Councilmember Zneimer asked who performs assessments on trees and tree conditions.

Public Works Director Gerber noted West Coast Arborists primarily provides assessments on City trees with City staff also assisting on occasion.

Councilmember Zneimer asked if the warrant request paid to West Coast Arborists was for work that took place in the past month.

Interim Finance Director Louie noted the warrant request includes two different invoices.

Public Works Director Gerber noted that amount of work can fluctuate at any given time depending on the amount of work.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve the Item No. 7, as presented.

Motion carried, 5-0.

8. AWARD OF CONTRACT TO STUDIO SPECTRUM, INC., FOR VIDEO PRODUCTION, WEB STREAMING AND ARCHIVING SERVICES IN AN AMOUNT NOT TO EXCEED \$53,880 ANNUALLY

Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Studio Spectrum, Inc. (Studio Spectrum), to provide video production, web streaming and archiving services through June 30, 2024.

COUNCIL ACTION AND MOTION

Management Services Director Dermirjian stated changes were included in the additional docs; clarified language in the contract states there's an option to continue the contract for an additional two years.

Councilmember Zneimer inquired about the contract end date.

Management Services Director Dermirjian affirmed the contract includes a termination date and an option to extend the contract for an additional two years.

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

Motion carried, 5-0.

10. ADOPTION OF A RESOLUTION AUTHORIZING SUBMITTAL OF THE CALRECYCLE SB 1383 LOCAL ASSISTANCE PROGRAM APPLICATION

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTORIZING SUBMITTAL OF AN APPLICATION FOR THE SB1383 LOCAL ASSISTANCE GRANT PROGRAM

Recommendation

It is recommended that the City Council:

- Adopt a resolution authorizing the submittal of a grant application to participate in the State of California Department of Resources Recycling and Recovery's (CalRecycle) SB1383 Local Assistance Grant Program; and
- 2. Authorize the City Manager to execute all documents required to obtain the grant.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired about the time period of the contract.

Environmental Services & Sustainability Manager Kasparian stated the 5-year term in the contract is a standard term.

Councilmember Mahmud noted that the 5-year term is appropriate.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve the Item No. 10, as presented.

Motion carried, 5-0.

11. ADOPTION OF A RESOLUTION AUTHORIZING SUBMITTAL OF A NOTIFICATION OF INTENT TO COMPLY WITH SENATE BILL 1383 REGULATIONS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTORIZING SUBMITTAL OF A NOTIFICATION OF INTENT TO COMPLY WITH SENATE BILL 1383 REGULATIONS

Recommendation

It is recommended that the City Council adopt a resolution authorizing the submittal of a "Notification of Intent to Comply" to the State of California Departments of Resources Recycling and Recovery's (CalRecycle) for compliance with SB1383 regulations.

COUNCIL ACTION AND MOTION

Councilmember Zneimer inquired about the State target dates to comply with SB 1383.

Environmental Services & Sustainability Manager Kasparian stated the requirement of 75% reduction by 2025 is to reduce the greatest amounts of greenhouse gas emissions.

Councilmember Zneimer stated that the notice of intent to comply is due in March 2022 and asked if this waiver of eligibility is triggered by filing the notice of intent to comply. Environmental Services & Sustainability Manager Kasparian noted that the timeline is not contingent on the notice of intent to comply.

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

Motion carried, 5-0.

12. APPROVE UPGRADE OF CLEAN POWER ALLIANCE'S DEFAULT ENERGY OPTION TO ONE HUNDRED PERCENT "GREEN" RENEWABLE ENERGY FOR THE CITY'S COMMERCIAL CUSTOMERS

Recommendation

It is recommended that the City Council approve an upgrade of Clean Power Alliance's default energy option for the City's commercial accounts from the fifty percent "Clean" renewable energy option to the one hundred percent "Green" renewable energy option.

COUNCIL ACTION AND MOTION

Councilmember Donovan expressed concern with the item and noted that he doesn't want to force residents and businesses to enroll in the renewable energy program.

Councilmember Zneimer asked what Councilmember Mahmud's role in the Clean Power Alliance (CPA) and if there is a potential conflict of interest for her to participate in the item.

Councilmember Mahmud noted that she is the City's representative on the CPA and is currently the Chair.

City Attorney Jared noted that there is no conflict of interest for Councilmember Mahmud to participate in the item.

Environmental Services & Sustainability Manager Kasparian made a presentation and provided a quick overview of the item.

Mayor Pro Tem Primuth asked if the presentation to the Chamber of Commerce included staff's recommendation of going to 100% renewable energy for the businesses.

Environmental Services & Sustainability Manager Kasparian answered affirmatively and noted that the recommendation was generally well received by the Chamber.

Councilmember Donovan expressed concern with the item and noted that the item feels rushed.

Mayor Cacciotti opened the public comment period.

Deputy City Clerk Muñoz noted the following written public comment was received:

The following individuals expressed their support for going to 100% renewable energy:

Carolina Gonzalez Wesley Reutimann Barbara Ishida Sandy Lee

Chris Bray expressed concern with the item and noted that the City should not market the Clean Power Alliance to the City.

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

Councilmember Mahmud provided an overview of the history of this item; noted that any Clean Power Alliance customer can opted out of the program; noted that Southern California Edison is increasing their rates in March 2022.

Mayor Pro Tem Primuth noted a high level of residential users find the renewable energy appealing; stated businesses might find the program appealing as well; noted that there is time in place for customers to opt out.

Councilmember Zneimer stated some individuals might believe that the City is taking away the business owners ability to opt out; stated that the recommended actions should be revised; stated more public outreach should have been conducted.

Environmental Services & Sustainability Manager Kasparian noted that the City plans to distribute a flyer/mailer to the business community, highlight the changes on social media, and provide additional outreach meetings if necessary.

City Attorney Jared clarified that this item is not rate-setting.

Councilmember Mahmud noted that currently, 93% of the City's commercial customers have opted into the Clean Power Alliance.

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

Motion carried, 4-0-1 (Councilmember Donovan abstaining).

PUBLIC HEARING

13. PUBLIC HEARING TO RECEIVE OBJECTIONS OR PROTESTS TO THE VEGETATION MANAGEMENT PROGRAM REGARDING THE ABATEMENT

OF WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY AND AUTHORIZING BY MINUTE ORDER THE ABATEMENT OF HAZARDOUS VEGETATION

Recommendation

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7748, adopt by motion an order directing the abatement of hazardous vegetation.

COUNCIL ACTION AND MOTION

Fire Chief Riddle made a presentation and provided a quick overview of the item.

Mayor Cacciotti opened the public hearing.

With there being no requests to speak, the public hearing was closed.

Councilmember Zneimer asked what kind of weed abatement methods are being used in the City.

Fire Chief Riddle stated hand tools are used and noted no chemicals are utilized.

Councilmember Zneimer asked if the City utilizes goats for weed abatement.

Fire Chief Riddle stated the City previously used goats and are making plans to use them again next year.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 13, as presented.

Motion carried, 5-0.

ACTION/DISCUSSION

14. DISCRETIONARY FUND REQUEST FROM MAYOR CACCIOTTI IN THE AMOUNT OF \$1,000 AND COUNCILMEMBER ZNEIMER IN THE AMOUNT OF \$500 TO ASSIST WITH THE COST OF THE FIREWORKS SHOW FOR THE FESTIVAL OF BALLOONS EVENT

Recommendation

It is recommended that the City Council approve the Discretionary Fund request by Mayor Cacciotti designating \$1,000 and Councilmember Zneimer designating \$500 to assist with the cost of the fireworks show for the Festival of Balloons event.

COUNCIL ACTION AND MOTION

Community Services Director Pautsch made a presentation and provided a quick overview of the item.

City Manager Chaparyan noted an additional document was received for this item which stated that Mayor Pro Tem Primuth wanted to contribute \$500 from his discretionary fund.

Joseph Payne, Festival of Balloons Committee, noted the costs for the fireworks show has gone up from previous years; provided an overview of the event and its theme.

Councilmember Mahmud stated she would like to contribute \$500 from her discretionary fund as well.

Councilmember Donovan noted he would like to contribute \$500 from his discretionary fund as well.

Mayor Cacciotti opened the public comment period.

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

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Mahmud and approved by roll call vote to approve the following discretionary fund allocations:

- 1. Mayor Cacciotti \$1,000
- 2. Mayor Pro Tem Primuth \$500
- 3. Councilmember Zneimer \$500
- 4. Councilmember Mahmud \$500
- 5. Councilmember Donovan \$500

Motion carried, 5-0.

15. DISCUSSION OF THE ELECTED CITY TREASURER POSITION

Recommendation

It is recommended that the City Council discuss the position of the elected City Treasurer and provide direction to staff.

COUNCIL ACTION AND MOTION

Interim Finance Director Louie made a presentation and provided a quick overview of the item.

Councilmember Mahmud asked for a historical overview of the City Treasurer position and asked if the position was ever appointed.

Interim Finance Director Louie noted that staff researched historical knowledge but was unable to find details on whether it was an appointed position.

Councilmember Mahmud asked if the City Council can set certain standards and qualifications for individuals to run for the City Treasure position.

City Attorney Jared noted that the City Council cannot set certain qualifications for an elected position; stated that he's not aware any previous ballot measures about the City Treasurer position.

Councilmember Mahmud suggested contacting the previous elected City Clerk and City Treasurers for any historical knowledge.

Councilmember Zneimer asked if this change in the City Treasurer position is required to be put on the ballot.

City Attorney Jared answered affirmatively.

Councilmember Zneimer asked when the City Attorney analysis would be available for the potential ballot measure.

City Attorney Jared noted that an analysis could be prepared in time for the next City Council meeting.

Mayor Cacciotti asked if it's common for other cities to have a Finance Commission.

City staff provided backgrounds on their previous agencies.

Mayor Cacciotti asked who determines the stipend of the City Treasurer.

City Attorney Jared stated he believes its determined by City Council action and will look into this matter further.

Mayor Cacciotti opened the public comment period.

City Treasurer Pia provided historical background on the City Treasurer position and the Finance Commission.

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

Councilmember Mahmud inquired about the process if the measure does not pass and no candidate files for the position.

City Attorney Jared stated the City Council can appoint an individual after the election.

Councilmember Mahmud asked if a special election would be required after two years if the City Council appointed someone.

City Attorney Jared noted that he will research the matter.

Councilmembers expressed concern having the elected City Treasurer position on the ballot at the same time as having a ballot measure to make the position appointed.

Mayor Pro Tem Primuth stated that having a special election for a potential ballot measure is not cost effective.

Councilmember Zneimer requested more legal research into this issue.

Mayor Cacciotti requested more information on the compensation.

A motion was made by Councilmember Mahmud, seconded by Mayor Cacciotti and approved by roll call vote to table the item until after the November 2022 election in order not to confuse voters and to request legal research and to clarify the South Pasadena Municipal Code section on compensation.

Motion carried, 5-0.

16. MID-YEAR REPORT

Recommendation

It is recommended that the City Council

- 1. Increase Estimated Revenues by \$758,002 as detailed in Exhibit A;
- 2. Increase General Fund appropriations by \$740,000 as detailed Exhibit A;
- 3. Increase Special Fund appropriations for Operations and Maintenance by \$250,000 as detailed in Exhibit B; and
- 4. Increase Capital Improvement Program (CIP) appropriations by \$250,000 as detailed in Exhibit B.

COUNCIL ACTION AND MOTION

Interim Finance Director Louie made a brief presentation and provided a quick overview of the item and changes in the additional documents.

Mayor Cacciotti asked why telephone expenses have increased by \$100,000.

Interim Finance Director Louie and Management Services Director Dermirjian noted the land line costs have increased due to tariffs but noted that staff is looking into cost saving options.

Mayor Pro Tem Primuth asked why plan check fees have increased by \$100,000.

Interim Finance Director Louie noted the original amount was under budged and plan check costs are based on the activity in the planning department.

Councilmember Zneimer and Donovan expressed their support for the changes.

Mayor Cacciotti asked if the Finance Commission was in support of all the changes.

Interim Finance Director Louie answer affirmatively.

Councilmember Mahmud thanked the community for passing Measure A, which increased the City's sales tax.

Mayor Cacciotti opened the public comment period.

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

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 16, as presented and amended.

Motion carried, 5-0.

17. REVIEW OF PUBLIC ART PROJECTS AND EXHIBITS

Recommendation

It is recommended that the City Council:

- Review the public art proposals received to utilize the repurposed Civic Center Art Gallery funds; and
- 2. Direct staff to develop a Public Art Policy to govern the development of both City-commissioned and unsolicited public art in public spaces prior to the implementation of any new public art projects.

Based on the variety of proposals received and locations proposed, staff is recommending that a Public Art Policy be developed by staff and approved by the City Council prior to the award of any public art projects.

COUNCIL ACTION AND MOTION

Deputy Community Development Director Lin made a presentation and provided a quick overview of the item.

Councilmember Mahmud asked if other agencies have public art policies in-place.

Deputy Community Development Director Lin answered affirmatively.

Mayor Cacciotti asked if other agencies allow public art on public property.

City Attorney Jared stated staff has done preliminary research and general there are cities who have policies that are in the City code that would restrict where murals can go and to address art on private property; he noted that many agencies don't have these policies because many don't do public art.

Councilmember Mahmud asked if staff contacted artists who have submitted proposals.

Deputy Community Development Director Lin noted that staff has not reached out yet but can after the meeting to confirm if they are willing to hold on to their proposals.

Mayor Cacciotti opened the public comment period.

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

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

Motion carried, 5-0.

INFORMATION REPORTS

18. PUBLIC SAFETY BIENNIAL REPORTS

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

This item was moved to the April 6, 2022 City Council meeting.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 10:52 p.m., to the next Special City Council meeting scheduled on Wednesday, February 23, 2022.

Respectfully submitted:

	Christina Muñoz
	Deputy City Clerk
	APPROVED:
	MICHAEL CACCIOTTI MAYOR
ATTEST:	

South Pasadena City Council

Regular Meeting Minutes

Christina Muñoz Deputy City Clerk February 16, 2022

ATTACHMENT 5

February 23, 2022 Special Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL – SPECIAL MEETING

MINUTES WEDNESDAY, FEBRUARY 23, 2022 AT 7:00 PM

CALL TO ORDER:

The Special Open Session Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, February 23, 2022, at 6:00 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Christina Muñoz, Deputy City Clerk, announced a quorum.

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

CLOSED SESSION ANNOUNCEMENTS

Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL: REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 815 Mission Street, South Pasadena (portion thereof)

APN: 5315-020-900

Agency Negotiator: Arminé Chaparyan, City Manager

Under Negotiations: Price and Terms

City Attorney Jared reported this item was not heard; the item will be heard after the conclusion of open session; and, report will be given at the March 2, 2022 City Council Meeting.

B. CONFERENCE WITH LEGAL COUNSEL: REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 1505-1507 El Centro Street

Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: Stephen Godwin and Sally Smythe

Under Negotiations: Price Terms

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

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

(Government Code sec. 54956.9(d)(2))

Number of Cases: One

City Attorney Jared reported this item was not heard; the item will be heard after the conclusion of open session; and, report will be given at the March 2, 2022 City Council Meeting.

D. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code sec. 54956.9(d)(1))

1. Maria Marroquin de Navarro, et al. V. City of South Pasadena, et al. (LASC Case No. 20STCV07509)

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

The City Council recessed closed session at 6:00 p.m.

ACTION/DISCUSSION

1. COMMISSION ANALYSIS STUDY SESSION

Recommendation

It is recommended that the City Council:

- 1. Consolidate the Public Works and the Mobility and Transportation Infrastructure Commissions to a seven-member Mobility, Transportation and Infrastructure Commission;
- 2. Dissolve the Animal Commission:
- 3. Dissolve the Youth Commission;
- 4. Consolidate the Animal, Youth, Senior Citizen and Park and Recreation

Commission scopes of work to create a seven-member Community Services Commission, and reserve at least one seat each for members of youth and senior citizen populations;

- 5. Create an annual Animal Events Steering Committee within the Community Services Commission to focus on "Doggy Days" and "Be Kind to Animals Day" and other programming;
- 6. Absorb the Public Art Commission into the existing Planning Commission;
- 7. Dissolve the Finance Ad Hoc Committee; and
- 8. Dissolve the Economic Development Ad Hoc Committee.

COUNCIL ACTION AND MOTION

Deputy City Manager Megerdichian and Management Analyst Jerejian made a presentation and provided an overview of the item. They discussed the Commission impacts to staff and the need for more training and processes.

Councilmember Mahmud inquired about the timing of staff's recommendation.

Deputy City Manager Megerdichian noted that this discussion is just a starting point and staff plans to bring a timeline to a later meeting based upon the direction from the City Council.

Councilmember Mahmud stated that it would be prudent for the City Council to provide direction to staff sooner rather than later due to the timing of appointments to the Commissions.

Mayor Pro Tem Primuth asked if staff has looked at ways for staff to service the existing commissions efficiently.

Deputy City Manager Megerdichian noted that research into this item has revealed the need for additional training and processes that need to be put in place following the meeting.

City Manager Chaparyan stated the goal is also to align Commission Workplans with the Capital Improvement Plan and the Strategic Plan.

Mayor Pro Tem Primuth asked if the current Commission structure creates staff burnout. Deputy City Manager Megerdichian referenced the recent public works assessment did reveal the significant workload that staff undertakes to service the three commissions under that department.

City Manager Chaparyan noted the term the consultant used was that staff is constantly in a fire drill.

Mayor Pro Tem Primuth discussed staff to commission ratios compares to other agencies.

Councilmember Mahmud referenced the powerpoint slide regarding feedback from staff liaisons to Commissions and the number of hours liaisons are spending on Commission work.

Deputy City Manager Megerdichian noted the City Council could look at the frequency of meetings to create less burden on staff.

Mayor Cacciotti asked for staff to commission ratios from bigger agencies such as the City of Santa Clarita.

City Manager Chaparyan noted a bigger agency like the City of Santa Clarita has triple the amount of staff as compared to South Pasadena.

Councilmember Mahmud inquired about Brown Act compliance in relation to Commission meetings.

City Attorney Jared provided an overview of the Brown Act and noted Commissions are subject to compliance with the Brown Act.

Mayor Cacciotti opened the public comment period.

Phung Huynh disagreed with the recommendation for the Planning Commission to absorb the Public Art Commission.

Kim Hughes stated that Commissioners have extensive historical knowledge of the City and suggested looking into ways to make Commissions more efficient.

Yvonne LaRose questioned whether the Commission survey should have been out longer to get more responses; discussed staff to commission ratios from other agencies; expressed concern with the number of staff hours committed to Commissions.

Linda Krausen expressed her opposition to the recommendation to dissolve the Animal Commission.

Deputy City Clerk Muñoz noted the following written public comments were received:

The following individuals expressed their written opposition to the recommendation to dissolve the Animal Commission:

Erin Fleming Tracy Reiman Betty Emirhanian Ed Simpson

Joanne Nuckols expressed concern with the recommended actions and suggested the City Council not rush into making final decisions.

Phung Huynh expressed his opposition with the recommendation for the Planning Commission to absorb the Public Art Commission.

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

Deputy City Manager Megerdichian provided background on the number of community input opportunities on this item and how the survey was implemented.

Councilmember Mahmud asked if the contract with the Pasadena Humane Society provide for presentations on living with wildlife.

Deputy City Manager Megerdichian answered affirmatively.

Councilmember Mahmud inquired regarding forming a less formal Senior Advisory Committee in place of the Senior Commission and asked if the Committee would be subject to the Brown Act.

City Attorney Jared noted if the City Council provides direction to form the Committee from the City Council, it would be a Brown Act body. He noted that groups that form together on their own are not subject to the Brown Act.

Community Services Director Pautsch stated that staff can explore the idea of an advisory committee.

Councilmember Zneimer inquired about a potential commission for diversity, equity, inclusion, homelessness, and mental health.

Deputy City Manager Megerdichian noted that staff is still researching that potential commission.

Councilmember Donovan asked why staff is recommending consolidating the Public Works Commission since its only been in existence for twelve years.

Public Works Gerber stated he wasn't here when the Commission was formed but provided potential reasons as to why it was split up into its own Commission.

Councilmember Mahmud discussed the recent difficulty for the recruitment of Youth Commissioners and asked if staff is reaching out to the school district for volunteers.

Deputy City Manager Megerdichian answered affirmatively. She noted the reduction in the school district's requirements for volunteers' service hours.

Councilmember Mahmud asked if the Planning Commission Chair has been consulted about potentially absorbing the duties of the Public Arts Commission.

Deputy City Manager Megerdichian and Community Development Director Frausto-Lupo noted that the Planning Commission Chair has not been consulted; stated that the Planning Commission could potentially have a heavy workload in the foreseeable future; suggested that the Design Review Board could potentially absorb the Public Arts Commission as well.

Councilmember Mahmud inquired if existing commissions would be subject to new term limits if they are appointed to a commission that absorbed another commission.

Deputy City Manager Megerdichian provided an overview of the potential Community Services Commission and noted that it would be a seven-member board that would include one youth, one animal member, and one senior member.

City Attorney Jared stated that the City Council may waive the term limit rule for existing Commissioners if a new Commission is created from consolidation.

Councilmember Mahmud inquired regarding the feasibility of the Public Works Commission to be formed with the Mobility, Infrastructure & Transportation Commission while not creating longer meeting times.

Councilmembers discussed the possibility of consolidating the Public Works and Mobility and Transportation Infrastructure Commissions; potentially limiting the number of hours a Commission meeting can last; staff conducting additional research and looking for efficiencies.

Public Works Director Gerber noted that the work could be consolidated and staff would look for ways to create an efficient process to absorb the two Commissions.

Councilmember Donovan expressed concern with dissolving the Animal Commission and suggested limiting their meetings to twice per year.

Councilmember Mahmud respectfully disagreed with Councilmember Donovan and stated that while the Commission has historically provided value to the City regarding animal policy, their scope of work can be consolidated with another Commission.

Mayor Cacciotti asked how often the Animal Commission currently meets.

City Attorney Jared noted that they currently meet six times per year.

Councilmember Zneimer reiterated Councilmember Mahmud's thoughts.

Councilmembers discussed the possibility of creating an Animal Committee or Advisory Body that isn't subject to the Brown Act.

Councilmember Donovan expressed concern with consolidating the Parks & Recreation Commission with other Commissions; noted that they have a heavy workload.

Councilmembers had a discussion regarding the new seven-member commission and how many individuals should represent parks & recreation, animal, senior, and youth.

Councilmember Zneimer expressed support for staff recommendation for consolidating the Parks & Recreation Commission with other Commissions; noted that their workload is primarily performed by City staff.

Mayor Pro Tem Primuth stated a Sub-Committee consisting of three members of the seven-member commission could focus on parks & recreation issues.

Mayor Pro Tem Primuth noted that the animal representative on the new commission should have a background in promoting or volunteering in animal related causes.

Mayor Cacciotti suggested excluding the Animal Commission consolidation and creating a Youth Committee under the new seven-member Commission.

Councilmember Mahmud noted that dissolving the Senior Commission isn't explicitly called out in the recommendation but it's implied in recommendation #4.

Councilmember Mahmud suggested reaching out to individuals who want to keep the Animal Commission and receive suggestions on how to move forward with a Steering Committee.

Councilmember Donovan supported the idea for consolidating the Design Review Board and the Public Arts Commission.

Councilmembers and staff discussed the length of Design Review Board meetings and whether they could absorb the Public Arts Commission.

Councilmember Mahmud asked for more information on recent Public Art Commission and whether number of meetings are required to conduct their business.

Mayor Pro Tem Primuth supported the idea of having the Public Arts Commission only meet on an as-needed basis.

Mayor Cacciotti supported the idea of capping the number of Public Arts Commission meetings at six per year.

Councilmembers discussed the idea of dissolving the Finance Ad-Hoc Committee and supported the idea to dissolve the Committee after the submission of their final report.

Councilmembers supported the idea of dissolving the Economic Development Ad-Hoc Committee.

The City Council provided the following direction:

- 1. Regarding recommendation #1, the City Council requested further recommendations from staff regarding greater efficiencies and aligning Commission objectives with the City's Strategic Plan.
- 2. Regarding recommendations #2 through 5, the City Council supported staff's recommendations to consolidate into a "Community Services Commission"; solicit opinions from individuals who supported the Animal Commission to get their ideas on an Animal Events Steering Committee.
- 3. Regarding recommendation #6, the City Council provided direction to maintain the Public Arts Commission with a maximum number of six meetings per year.
- 4. Regarding recommendation #7, the City Council provided direction to dissolve the Finance Ad-Hoc Committee after the completion of their final meeting.
- 5. Regarding recommendation #8, the City Council provided direction to dissolve the Economic Development Ad-Hoc Committee.

Mayor Cacciotti adjourned the open session meeting at 8:46 PM.

The City Council reconvened back into closed session to discuss closed session item numbers A and C.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 10:10 p.m., to the next Regular City Council meeting scheduled on Wednesday, March 2, 2022.

•	Respectfully submitted:
	Christina Muñoz Deputy City Clerk
	APPROVED:
	MICHAEL CACCIOTTI MAYOR
ATTEST:	
Christina Muñoz Deputy City Clerk	

ATTACHMENT 6

March 2, 2022 Regular Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL - REGULAR MEETING VIA ZOOM TELECONFERENCE

MINUTES WEDNESDAY, MARCH 2, 2022 AT 7:00 PM

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, March 2, 2022, at 7:20 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Christina Muñoz, Deputy City Clerk, announced a quorum.

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

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Jon Primuth

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

A. CONFERENCE WITH LEGAL COUNSEL: Potential Exposure to Litigation (Government Code Section 54956.9(d)(2))

Number of Potential Cases: 2

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

B. CONFERENCE WITH LEGAL COUNSEL: Initiation of Litigation

Government Code sec. 54956.9(d)(4)

Number of Potential Cases: 1

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

The City Council recessed closed session at 7:10 p.m.

City Attorney Jared referenced the two closed session agenda items from the February 23, 2022 City Council meeting and reported as follows:

A. CONFERENCE WITH LEGAL COUNSEL: REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 815 Mission Street, South Pasadena (portion thereof)

APN: 5315-020-900

Agency Negotiator: Arminé Chaparyan, City Manager

Under Negotiations: Price and Terms

City Attorney Jared reported Council met in Closed Session after the conclusion of open session at February 23, 2022 City Council meeting. He noted direction was provided to the City Attorney's Office but no action was taken in closed session.

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

(Government Code sec. 54956.9(d)(2))

Number of Cases: One

City Attorney Jared reported Council met in Closed Session after the conclusion of open session at February 23, 2022 City Council meeting. He noted direction was provided to the City Attorney's Office but no action was taken in closed session.

PUBLIC COMMENT

2. Public Comment - General

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

No general public comment.

PRESENTATIONS

3. PROCLAMATION DECLARING MARCH 7, 2022 AS "ARBOR DAY" IN THE CITY OF SOUTH PASADENA

Mayor Cacciotti presented a proclamation declaring March 7, 2022 as "Arbor Day" in the City of South Pasadena.

Mayor Cacciotti noted that the City Council will hear Item No. 16 next at 7:30 p.m. pursuant to Elections Code 21607.1(D)

PUBLIC HEARING

16. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING COMMUNITIES OF INTEREST RELATED TO REDISTRICTING FOR SOUTH PASADENA CITY COUNCIL DISTRICTS

Recommendation

It is recommended that the City Council:

- 1. Receive a report from staff and the demographer on the redistricting process and permissible criteria to be considered to redraw district boundaries;
- 2. Conduct a public hearing to receive public input on district boundaries; and
- 3. Provide direction on proposed district map and next steps.

COUNCIL ACTION AND MOTION

Ken Chawkins, National Demographics Corporation & Victor Manalo, Tripepi Smith, made a presentation and provided an overview of the proposed maps.

Councilmember Mahmud inquired about the water areas on the proposed maps.

Mr. Chawkins stated it is a key that comes with the map system and noted that if there was an area of water on the map, it would call it out.

Councilmember Mahmud asked what formula is used to determine the ideal deviation for a map.

Mr. Chawkins noted its based-on population criteria.

Councilmember Mahmud asked how the teal and the green maps were developed.

Mr. Chawkins stated those maps were based on the feedback received in previous public comment and feedback received.

Mayor Cacciotti opened the public hearing.

Zoom Public Comment:

Josh Albrektson discussed the City's housing growth and the diverse issues of neighborhoods.

Anne Bagasao expressed her support for map 105.

Mary Urquhart expressed her support for the teal or green options.

Yvonne LaRose discussed the different ethic populations within the proposed districts.

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

At the request of Councilmember Zneimer, Mr. Chawkins provided a detailed overview of the green map.

At the Mayor Cacciotti's request, Mr. Chawkins discussed the differences between map 105 and the green map.

Mayor Pro Tem Primuth stated he has to examine the proposed maps in more detail; noted an additional map was submitted that isn't included in the proposed maps.

Councilmember Donovan reiterated Mayor Pro Tem Primuth's thoughts.

Councilmember Mahmud recommended to eliminate maps 103 and 104 due to the high population deviation; noted that map 102 should be eliminated due to the odd shape of district 2.

Mayor Pro Tem Primuth requested to keep map 103 and adjust it to meet the population deviation.

Councilmember Zneimer expressed concern with map 103 as it takes renters away from her district.

Mayor Pro Tem Primuth suggested tweaking map 103 to move renters from another district to compensate for the loss of renters in Councilmember Zneimer's district.

Councilmember Mahmud withdrew her request to withdraw map 103 to allow for a modification of the map.

City Attorney Jared noted that Councilmember incumbency cannot be a deciding factor when drawing the districts.

Mr. Chawkins noted that no maps were drawn with consideration of Councilmember residency as a primary factor.

Mayor Pro Tem Primuth asked if shifting population from one district to another, who have recently voted in the last general election, is a factor when drawing a map.

Mr. Chawkins stated that it is a factor and it's called voter deferral.

Councilmember Znieimer how voter deferral can be determined.

Mr. Chawkins stated that you look at voting population from the last election to see who recently voted.

Councilmember Zneimer supported the idea of making changes to map 103.

Councilmember Mahmud recommended changes to map 105 with adjustments to the Los Altos area.

Mayor Pro Tem Primuth noted that map 106 appears to have a lot of voter deferral.

Councilmembers reached consensus to eliminate maps 102, 104, 106, and 108.

Mayor Pro Tem Primuth suggested creating maps where commercial districts are shared.

Councilmember Mahmud suggested eliminating map 107 due to huge shift from the original district map.

Councilmembers reached consensus to eliminate map 107.

Councilmembers reached consensus to keep maps 101, 103 (with adjustments suggested), 105 (with adjustments suggested), teal, and green.

Management Services Director Demerjian noted that new maps are due to the City by March 7, 2022.

COMMUNICATIONS

4. Councilmembers Communications

Mayor Pro Tem Primuth deferred his comments to the next City Council meeting.

Councilmember Mahmud discussed a recent meeting of the Sanitation District; discussed Contract Cities' proposed priority goals which includes addressing the theft

of catalytic converters; discussed a California Business Roundtable ballot initiative petition that is currently circulating for signatures that would make it more difficult for local governments to pass tax measures.

Councilmember Donovan discussed the recent Athens Ad-Hoc survey that was released; stated the final report from the Finance Ad-Hoc committee will come to the City Council at a future meeting; noted that City Treasurer Pia will not seek reelection.

Councilmember Zneimer expressed concern with the amount of smoking at the Arroyo Seco Golf course parking lot; shared a photo of the closure of the golf course; discussed a recent meeting with the Public Works Department that included discussion about the Water Master Plan; discussed a recent meeting of the Woman's Club of South Pasadena where the Rialto theater was discussed.

Motion by Councilmember Znieimer to direct staff to look into the alterations of the Rialto theater. Motion dies for a lack of a second.

City Manager Chaparyan noted that staff is currently working with the theater and will provide an update to the City Council at a future date.

Mayor Cacciotti shared a highlight video of the City Manager's Office.

5. City Manager Communications

City Manager Chaparyan wished the City of South Pasadena a Happy 134th Birthday.

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

Motion by Mayor Pro Tem Primuth, seconded by Mayor Cacciotti to move Item No. 18 as the next item on the agenda.

There was a substitute motion by Councilmember Donovan move Item No. 18 to after the consent calendar, with any items pulled from the consent calendar to move to the end of the agenda.

Councilmember Mahmud seconded the motion with the amendment move Item No. 17 to a future City Council meeting.

Councilmember Zneimer expressed concern with moving Item No. 17 to a future meeting.

City Manager Chaparyan recommended to vote on the consent calendar next, check to see which items get pulled, and determine later in the meeting if any items need to be tabled to a future meeting.

Councilmember Mahmud requested to pull Item No. 15; and, she suggested to hear Item No. 15 before No. 17 due to being time sensitive.

Public Works Director Gerber stated that the final list for the Measure M Multi-Year Subregional Program (MSP) Funding Plan isn't due until June 2022; noted that it would be beneficial for the City Council to discuss the list sooner in case there are modifications needed.

Motion by Councilmember, seconded by Councilmember Mahmud to move Item No. 18 to after the consent calendar, with any items pulled from consent to move until the end of the agenda and to hear Item No. 15 before No. 17.

Motion carries 5-0.

CONSENT CALENDAR

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$111,515.51; GENERAL CITY WARRANTS IN THE AMOUNT OF \$598,342.66; SUPPLEMENTAL AUTOMATED CLEARING HOUSE PAYMENTS IN THE AMOUNT OF \$3,437.19; TRANSFERS IN THE AMOUNT OF \$21,533,943.05; PAYROLL IN THE AMOUNT OF \$561,263.28

Recommendation

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

8. MONTHLY INVESTMENT REPORT FOR DECEMBER 2021

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for December 2021.

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF MARCH 3, 2022 THROUGH APRIL 2, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

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

10. ADOPTION OF A RESOLUTION UPDATING THE CITY'S CONFLICT OF INTEREST CODE

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 7679

Recommendation

It is recommended that the City Council adopt a resolution amending the City's Conflict of Interest Code to incorporate updated positions that are required to file Fair Political Practices Commission (FPPC) Form 700 Statement of Economic Interest.

11. AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA STATE LIBRARY IN THE AMOUNT OF \$12,201, EXECUTE AN AWARD AGREEMENT AND CERTIFICATION OF COMPLIANCE, INCREASE THE MISCELLANEOUS REVENUE ACCOUNT BY \$12,201, AND APPROPRIATE FUNDS FOR PERSONNEL AND EQUIPMENT

Recommendation

It is recommended that the City Council:

- 1. Authorize the acceptance of a Grant Award from the California State Library in the amount of \$12,201 for the California State Library Memory Lab Program;
- 2. Execute an Award Agreement and Certification of Compliance for the City to participate in the California State Library Memory Lab Program;
- 3. Deposit \$12,201 to General Fund Miscellaneous Revenue (101-0000-0000-5071); and
- 4. Appropriate \$12,201 from General Fund Reserves to Library Part-time Salaries (101-8010-8011-7010) in the amount of \$2,000 for a limited term library intern and Special Department Expenses (101-8010-8011-8020) in the amount of \$10,201 for equipment.
- 12. AUTHORIZE A CONTRACT AMENDMENT WITH ADHAMI ENGINEERING GROUP FOR PROFESSIONAL SERVICES TO PREPARE THE ENGINEERING DESIGN, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS OF RECTANGULAR RAPID FLASHING BEACONS (RRFBS) IN AN AMOUNT NOT-TO-EXCEED \$5,000, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$60,000

Recommendation

It is recommended that the City Council:

- Authorize the City Manager to execute a contract amendment with Adhami Engineering Group (the Consultant) to prepare the engineering design, construction documents and specifications of the rectangular rapid flashing beacons (RRFBs) in an amount not-to-exceed \$5,000, for a total not-to-exceed contract amount of \$60,000.00; and
- 2. Appropriate an additional \$5,000 in Proposition C Funds to Account No.

207-9000-9351-9351-000, for a total appropriation of \$60,000 in Proposition C Funds to Account No. 207-9000-9351-9351-000.

13. AUTHORIZE A CONTRACT AMENDMENT WITH W. G. ZIMMERMAN ENGINEERING, INC. FOR PROFESSIONAL CONSULTING SERVICES TO CONDUCT THE TRANSPORTATION IMPACT, NOISE, AND AIR QUALITY ANALYSIS FOR THE MIXED-USE DEVELOPMENT PROJECT AT 815 FREMONT AVENUE IN AN AMOUNT NOT-TO-EXCEED \$2,500, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$27,091.25

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment with W. G. Zimmerman Engineering, Inc. for professional consulting services to conduct the transportation impact, noise, and air quality analysis for the mixed-use development project at 815 Fremont Avenue in an amount not-to-exceed \$2,500, for a total not-to-exceed contract amount of \$27,091.25.

14. AUTHORIZE A CONTRACT AMENDMENT WITH HR DYNAMICS & PERFORMANCE MANAGEMENT INC., FOR ADDITIONAL ANALYSIS ON THE COMPENSATION & BENEFITS STUDY, IN AN AMOUNT NOT-TO-EXCEED \$15,000 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$40,000

Recommendation

It is recommended that the City Council authorize the City Manager to execute the contract amendment with HR Dynamics & Performance Management Inc., in an additional not-to-exceed amount of \$15,000, for additional analysis on the Compensation & Benefits Study.

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

Mayor Pro Tem Primuth recused himself from Item No. 13 due to a conflict of interest.

Deputy City Clerk Muñoz noted that Item No. 15 will be pulled for public comment and noted that Item No. 7 includes an additional document.

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Consent Calendar Item(s) 7-14 as presented and amended.

Motion carried, 5-0, with Mayor Pro Tem Primuth recusing himself from Item No. 13.

ACTION/DISCUSSION

18. DISCUSS THE SOUTH PASADENA HIGH SCHOOL ANTI-BIAS CLUB'S PROPOSED BLACK LIVES MATTER MURAL AT ORANGE GROVE PARK

Recommendation

It is recommended that the City Council discuss the South Pasadena High School Anti-Bias Club's (ABC) proposed Black Lives Matter (BLM) mural at Orange Grove Park.

COUNCIL ACTION AND MOTION

Deputy Community Development Director Lin made a presentation and provided an overview of the item.

Mayor Cacciotti opened the public comment period.

Zoom Public Comment

The following individuals expressed their support for the South Pasadena High School Anti-Bias Club's proposed Black Lives Matter Mural at Orange Grove Park:

Robin Becker

Phung Huynh

Josh Albrektson

John Srebalus

Lauren Black

Noah Kuhn

Alexa Morales

Remy Julian-Lorenz

Caitlin Lainoff

F.J. Pratt

Eric Talesnick

Anika Ebbert

Lulu Talesnick Lopez

Rick Elbaum

Victoria Patterson

Scot Kuhn

Laura Morales

Steven Wong

Quinn Manzo

Zach Brown

Yvonne LaRose expressed concerns with the figures proposed for the mural.

Deputy City Clerk Munoz noted the following written comments were received in support of the mural:

Dorothy Bourgeois Amber Jaeger

Lissa Layng & James Reynolds

Charles Timmerman

Sharon Mizota

Alisa Diez

Vance Sanders

Josh Albrekston

Jennifer Gillett

Elana Mann

Phung Huynh

Cassandra Kaldor

Karen Tamis

Mark Afram and Maryann Nielsen

Caitlin Lainoff

Lindsey Angelats

Victoria Friesen

Richard Flbaum

Suzanne Edmands

Allie Bowne Schreiner

William Kelly

Vance Sanders

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

Councilmember Mahmud referenced the City's agreement with the South Pasadena Arts Council (SPARC) and asked if that had any impact on the installation of art on the traffic light controls.

City Attorney Jared stated there were standards that restricted the type of art which gave way for the need of greater standards when it comes to the installation of public art.

Mayor Cacciotti referenced the SPARC agreement and clarified the criteria for the art installed at the City's utility boxes.

Councilmember Mahmud asked if cities that have a public art ordinance, also have a public art policy.

City Manager Chaparyan stated that most cities that have public art, have policies associated with it.

Mayor Cacciotti asked if this item went before the South Pasadena School District in the past.

Deputy Community Development Director Lin stated she wasn't sure if the club went before the School District.

Mayor Cacciotti asked what decision the Library Board of Trustees made when the item came before them.

Deputy Community Development Director Lin stated the Board could not make a decision without a public art policy in place.

City Manager Chaparyan and Library Director Billings provided an overview of the Library Board of Trustees' discussion.

Mayor Cacciotti referenced the limited public forum issue as stated in the staff report.

City Attorney Jared noted this type of mural leaves open the possibility for additional murals because the City does not have a policy.

Councilmember Mahmud asked what would be done to curb vandalism or graffiti on the mural.

Deputy Community Development Director Lin stated the mural would be covered with an anti-graffiti coating.

Councilmember Mahmud asked who would be responsible for the maintenance and any damages to the mural.

City Attorney Jared stated that those issue would be addressed in a public art policy.

Councilmember Zneimer asked about the logistics of painting the mural and the potential liability.

City Attorney Jared stated that the liability would be addressed in the licensing agreement for the mural.

City Manager Chaparyan noted that the size of the mural is 66 feet wide by 7 ½ feet high.

Councilmember Zneimer noted that an art policy should be established to protect the City against unforeseen circumstances.

Mayor Pro Tem Primuth asked if additional public comment time could be given to representatives from the Anti-Bias Club.

City Attorney Jared stated that the Mayor can re-open public comment if that's desired.

Councilmember Mahmud expressed concern regarding having sufficient time to discuss Item No. 17 due to the late hour.

City Manager Chaparyan noted that because it's a public hearing, the earliest Item No. 17 can come back to the City Council is at their April 6th meeting.

Motion by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to continue Item No. 17 to the April 6th City Council meeting.

Motion approved 5-0.

City Attorney Jared clarified that Item No. 17 will be re-noticed and brought back to the April 6th City Council meeting.

Mayor Cacciotti re-opened the public comment period.

Noah Kuhn noted that the Anti-Bias Club is covering the installation and maintenance cost of the mural and asked that the remaining issues be discussed in a contract.

Alexa Morales noted that the artist Zach Brown has dedicated a lot of his time to the development of this mural; stated that the remaining issues can be worked out during the contract negotiations.

Mayor Cacciotti asked if the mural project ever went before the school district.

Mr. Kuhn noted that the club did not go before the School District since their preference was to work with the City.

Councilmember Zneimer stated that other ethic groups in the community were not consulted about the mural; noted that the mural would be more appropriate on school district property.

Ms. Morales stated that this proposed mural is a stepping off point and noted that there wasn't a viable wall at the school district.

Councilmember Zneimer noted that the school district did not want to enter into a license agreement with the Anti-Bias club.

Lulu Talesnick noted that they have engaged the community about the mural.

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

Mayor Cacciotti discussed the number of priorities currently facing the City and the limited number of staff resources.

City Manager Chaparyan discussed the current staff resources and priority projects; noted the current workloads for the Community Development Department and Public Works Department; stated that it would take about a year to bring back a public arts policy to the City Council for consideration.

Councilmember Mahmud expressed her support for the development of a policy; noted concern that public art could be seen as "government speech"; noted that private property would be the most ideal location for the mural.

Mayor Pro Tem Primuth expressed concerns with the legality issues surrounding the mural; stated that if this mural is built on City property, the City would essentially own the mural; supported the development of a public art policy; stated he wouldn't support art that could be seen as political.

Councilmember Zneimer reiterated Mayor Pro Tem Primuth's and Councilmember Mahmud's thoughts; noted that this isn't the same item that the City Council approved back in 2020; expressed support for a public art policy before approving any public art on public property.

Councilmember Donovan expressed his support for a public art policy; generally agreed with the thoughts expressed by other Councilmembers.

Councilmember Mahmud thanked all those who made public comments.

Mayor Pro Tem Primuth apologized to those involved in the project for the long timeline.

Mayor Cacciotti thanked those individuals involved in the project for their time and effort; expressed his support for a public art policy.

A motion was made by Mayor Cacciotti, seconded by Councilmember Mahmud and approved by roll call vote to direct staff to work on a public art policy based on the comments received by the City Council and bring back the item to a future meeting, permitting the current workload of staff.

Motion carried, 5-0.

Mayor Pro Tem Primuth thanked City staff for their efforts on this item and requested that staff work with the students involved in the project to make sure the dialogue continues with the City.

Mayor Cacciotti called for a brief recess.

The meeting was called back to order at 11:39 p.m.

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

15. APPROVE THE PROPOSED PROJECT LIST AND DIRECT STAFF TO SUBMIT THE LIST TO THE ARROYO VERDUGO COMMUNITIES JOINT POWER AUTHORITY (AVCJPA) FOR THE MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM (MSP) FUNDING PLAN

Recommendation

It is recommended that the City Council approve the proposed project list and direct staff to submit the list to the Arroyo Verdugo Communities Joint Power Authority (AVCJPA) for the Measure M Multi-year Subregional Program (MSP)

Funding Plan.

COUNCIL ACTION AND MOTION

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

Councilmember Mahmud asked if it would be an issue if the City Council were to allocate funds to active transportation projects without specific locations.

Public Works Director Gerber noted that it is a possibility; stated that staff would like the City Council's feedback tonight and can come back if necessary to clarify any items.

Councilmember Mahmud asked why the Orange Grove Widening project is being proposed since it essentially undoes a previous City project in that same area.

Public Works Director Gerber stated the intent was to direct some of these funds to bring better traffic flow to routes on the north and south corridors, which included work on the medians and improving traffic flow.

Mayor Pro Tem Primuth stated that there was considerable discussion amongst the Mobility Transportation & Infrastructure Commission (MTIC) about the Orange Grove Widening project and noted there is a significant amount of accidents in that area.

Councilmember Mahmud asked for the justification around the listed priority of each project as suggested by MTIC.

Public Works Director Gerber stated the priorities were based on public input, funding levels, and the pros and cons of each project.

Councilmember Mahmud asked if there was any consideration to conduct traffic studies for any of the proposed projects.

Public Works Director Gerber stated that the traffic studies would be programed in with the proposed work.

Councilmember Zneimer asked for the reasoning behind's MTIC's recommendation for funding for each project and noted the proposed amounts would not cover the entire project.

Public Works Director Gerber noted that supplemental funding, such as grant funding, would be required for some projects.

Councilmember Zneimer inquired if MTIC considered current projects that are awaiting funding which already have a completed traffic studies.

Public Works Director Gerber stated the MTIC choose to focus the funds on resolving conflicting areas in the City that would improve traffic flow in various areas.

Councilmember Zneimer asked if MTIC considered multi-jurisdictions involved in several of the proposed projects.

Public Works Director Gerber stated that the Commission did discuss that topic and noted that staff has been in contact with other jurisdictions about involvement and shared funding.

Councilmember Zneimer why the proposed projects are focused on car-centric projects on the borders of the City instead of pedestrian and bicycle projects in the heart of the City.

Public Works Director Gerber noted one of the funding goals is to promote multiple jurisdictions to work together to improve traffic sub regionally and noted that improved traffic flow of the corridors would improve quality of life for residents to access those areas.

Mayor Pro Tem Primuth noted that there was a big focus on traffic safety when it was discussed at MTIC.

Mayor Cacciotti discussed a previous project in the Orange Grove area and expressed concerns with the likelihood of increased accidents.

Public Work Director Gerber stated given the known accidents and the safety issues in that area, the Commission prioritized the proposed project at Orange Grove.

Councilmember Mahmud referenced proposed project #2, Columbia Street Striping and Signals from Columbia Place to West of Orange Grove Avenue, and asked how many residents on Columbia Place have driveways that are accessible from Columbia Place.

Public Works Director Gerber noted that some of the issues that came up with that project included difficulty to access the street and cars driving too fast on that road; noted that a turn lane would slow down cars and make that area safer.

Councilmember Mahmud noted that project #2 would not benefit many residents as not many people live in that area; expressed concern with the proposed rectangular rapid-flashing beacons (RRFBs) on Huntington Drive; asked if the City has any liability if the RRFBs are installed and the cars don't stop.

City Attorney Jared noted that similar cases have come up in the past and noted those cases went against the public agency.

Councilmember Mahmud discussed another type of pedestrian device that would be safer but might be more expensive.

Public Works Director noted that the Commission did discuss different types of devices that could be used; noted that staff can look to see what type of device would best fit these specific projects.

Councilmember Mahmud asked how those crosswalks referenced with the RRFB projects were chosen.

Public Work Director Gerber noted the Commission and staff recognized those locations as areas in need of the RRFBs due to current needs to improve safety.

Mayor Cacciotti opened the public comment period.

Zoom Public Comment:

- Josh Albrektson recommended to install the merge on the flat area immediately south of Columbia Avenue; noted that some of these funds should be spent on the creation of bike lanes.
- Wes Reutimann recommended a hawk traffic signal for Huntington Drive; expressed support for the installation of bike lanes.
- Jose Zavala discussed safety issues around Monterey Road and incorporating bike lanes.

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

Mayor Cacciotti noted that the City previously attempted to install bike lanes on El Centro Street and 90% of the residents weren't in favor as it took away too many travel lanes.

Councilmember Zneimer asked if Americans with Disabilities Act (ADA) compliance is required near the ramps when installing RRFBs and the cost.

Public Works Director Gerber answered affirmatively and noted that cost can vary; stated that staff has budgeted \$240,000 in federal funds for the three proposed locations.

Councilmember Zneimer asked if MTIC considered the hawk signals instead of the RRFBs; noted that she saw one in Phoenix, Arizona that worked effectively.

Mayor Cacciotti discussed the traffic issues and a potential installation of a traffic signal on Garfield Avenue and Monterey Road; asked what kind of outreach can be done with the residents in that area.

Public Works Director Gerber stated the potential installation of a traffic signal would depend on the warrant analysis conducted; stated the staff can conduct public outreach and gather input.

Mayor Cacciotti asked if staff would look into traffic synchronization if a signal were to be installed.

Public Works Director Gerber answered affirmatively.

Councilmember Donovan asked if changes could be made to the proposed projects list or if the list has been finalized.

Public Works Director Gerber stated the proposed list isn't final and the City Council has the ability to modify the list.

Councilmember Donovan stated that there isn't enough funding for every project and recommended that MTIC take another look at the list and staff provide public outreach on potential projects.

Public Works Director Gerber stated that there is a limited amount of time to go over the list due to the stringent deadline but the list can go back to the Commission one more time if it is the desire of the City Council; noted that there is flexibility in the funding.

Mayor Pro Tem Primuth stated it would have been beneficial for the City Council to provide parameters to MTIC prior to them developing a project list; discussed if the RRFB are worth the cost.

Councilmember Mahmud recommended looking at each project individually and providing direction to staff.

Mayor Cacciotti asked if there's an expiration date on the funds.

Public Works Director Gerber stated he was unsure if there's an expiration date but noted now is the time to get the funds programmed.

The City Council discussed the priority level and funding for each project and provided the following direction on the project list:

- 1. Orange Grove Avenue Widening from Olive Street to Arroyo Seco Parkway send back to MTIC with comments from the City Council and remove from the list of projects.
- 2. Columbia Street Striping and Signals from Columbia Place to West of Orange Grove Avenue keep the project on the list and work with the City of Pasadena on collaboration and funding; move project down the priority list.
- 3. Garfield Avenue and Monterey Road Traffic Signal keep the project on the list with guidance from residents in the area; look and traffic signal synchronization; cooperate with the City of San Marino on the incorporation of bike lanes.

- 4. Grevelia Street and Fair Oaks Avenue Safety Improvements keep the project on the list and make it the number one priority project.
- 5. Rectangular Rapid-Flashing Beacons (RRFBs) keep the project on the list and direct staff to look at alternative devices and have flexibility on the locations.
- 6. Meridian Avenue and Oak Street Crosswalk Realignment keep the project on the list and utilize funds from the savings from project #1.
- 7. Meridian Avenue Americans with Disabilities Act (ADA) Complaint curb ramps from Kendall Avenue to Gillette Crescent keep the project on the list but utilize CDBG funds first.

Councilmembers discussed the installation of bike lanes for the future and provided direction to make them a priority project for future funding.

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Mahmud and approved by roll call vote to approve the recommendations suggested by the City Council.

Motion carried, 5-0.

PUBLIC HEARING CONTINUED

17. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 18, ARTICLE VI OF THE SOUTH PASADENA MUNICIPAL CODE TO PROHIBIT THE SALE OF ALL TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES

ORDINANCE

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 18, ARTICLE VI OF THE SOUTH PASADENA CITY CODE TO PROHIBIT THE SALE OF ALL TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 18, Article VI of the South Pasadena Municipal Code to Prohibit the Sale of All Tobacco Products and Electronic Smoking Devices.

COUNCIL ACTION AND MOTION

This item was moved to the April 6, 2022 City Council meeting.

ADJOURNMENT

There	being	no	furth	er m	natter	s, M	ayor	Cac	ciotti	adjo	urned	the	me	eting	of	the	City
Counc	cil on l	Mar	ch 3,	202	22 at	1:32	a.m	., to	the	next	Regu	lar (City	Coun	cil	mee	eting
sched	uled or	n We	ednes	dav	Mar	ch 16	3 202	2									

scrieduled on Wednesday, March 16, 2022.	Respectfully submitted:
	Christina Munoz Deputy City Clerk
	APPROVED
	MICHAEL CACCIOTTI MAYOR
Attest:	
Christina Munoz	

ATTACHMENT 7

March 28, 2022 Special Meeting Minutes



CITY OF SOUTH PASADENA CITY COUNCIL - SPECIAL MEETING

MINUTES WEDNESDAY, MARCH 28, 2022 AT 5:30 PM

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, March 28, 2022, at 6:13 p.m. The City Council Chamber is located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

PRESENT Mayor Michael Cacciotti

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

ABSENT None

Christina Muñoz, Deputy City Clerk, announced a quorum.

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

CLOSED SESSION ANNOUCEMENTS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

1. James Cheung v. South Pasadena (Case No.: 2:22-cv-01756-SVW-GJS)

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

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

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

Number of cases: 1

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

C. CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION

(Government Code Section 54956.9(d)(4))

Number of cases: 1

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

The City Council adjourned from closed session at 5:58 p.m.

City Attorney Jared referenced closed session agenda items C and D from the March 16, 2022 City Council meeting and reported as follows:

C. CONFERENCE WITH LEGAL COUNSEL: INITIATION OF LITIGATION

(Government Code Section 54956.9(d)(4))

Number of cases: 3

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

D. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

(Government Code Section 54956.9(d)(2))

Number of cases: 1

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

The City Council adjourned the March 16, 2022 City Council meeting from closed session on March 17, 2022 at 1:22 a.m.

City Attorney Jared requested to add an item to the agenda as it came to the attention of the local agency subsequent to the agenda being posted and requires immediate action (Government Code Section 54954.2(b)(2)), titled:

Approval of Entering into an Agreement to Repair Wilson Well Pump #4

Motion by Councilmember Mahmud, Seconded by Mayor Pro Tem Primuth, to add the requested item to the agenda.

Motion carried, 5-0.

PRESENTATIONS

2. **CERTIFICATE OF RECOGNITION**

Fire Chief Riddle recognized Evan Morales (not in attendance) for his heroism at a recent fire incident in the City. He noted that Mr. Morales will be recognized at the South Pasadena Fire Station at a later date.

CONSENT CALENDAR

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

Recommendation

It is recommended that the City Council:

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

COUNCIL ACTION AND MOTION

Public Works Director Gerber made a presentation and provided an overview of the item. He noted the new information recently came to staff where potential work could be completed under warranty by Judge Netting and noted an additional document was provided regarding bids that were received.

City Attorney Jared provided clarification on staff's recommendations and Judge Netting's proposal to repair the issues are covered under the warranty.

Public Works Director Gerber clarified that its staff's recommendation to accept the lowest bid proposal.

Councilmember Mahmud stated at this point, the City Council should authorize the City Manager to enter into an agreement.

City Attorney Jared stated that the City Manager's signing authority would not extend under the bid amounts received; stated the City Council would have to authorize authority for the City Manager to sign an agreement.

Councilmember Mahmud clarified that Judge Netting is willing to replace the poles at no additional cost to the City; and, asked if \$100,000 is still being requested from staff and how the funds would be expended.

Public Work Director Gerber stated staff's recommendation is to approve number three only. He added the \$100,000 would cover project management and design consulting services and noted he doesn't expect those costs to reach \$100,000.

City Attorney Jared clarified the recommended actions by staff and noted the \$100,000 would go into the capital improvement program (CIP) fund to ensure that the repairs for the golf course are complete.

Councilmember Zneimer asked if storage is necessary for the existing poles.

Public Works Director Gerber stated it would be beneficial to have a place to store the poles so it could be examined at a future date.

Mayor Cacciotti opened the public comment period.

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

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to appropriate \$100,000 from the Arroyo Golf Course Fund 295 Reserves into a Capital Project Fund to cover cost of repairs to golf course; authorize the City Manager to enter into an agreement for warranty work with Judge Netting at no cost to the City; As a contingency, also authorize the City Manager to enter into agreement(s) - if a mutual agreement on terms and conditions have not been reached between the City and Judge Netting on repairs under warranty to include demolition, project management and/or design services, as needed.

Motion carried, 5-0.

3A. AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE REPAIR OF WILSON PUMP #4 AND APPROPRIATE \$50,000 FROM THE WATER ENTERPRISE FUND INTO THE WATER PRODUCTION SERVICES ACCOUNT

Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager to enter into an agreement for the repair of Wilson Pump #4.
- 2. Appropriate \$50,000 from the Water Enterprise Fund into the Water Production Services Account.

COUNCIL ACTION AND MOTION

City Attorney Jared provided clarification of the process of adding the item and staff's recommendations.

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

Councilmember Mahmud requested clarification regarding the number of working pumps at the Wilson Reservoir.

Public Work Director Gerber noted that Wilson pump number two remains inoperable and pump numbers three and four are typically the pumps that are operable. He noted that pump number three cannot meet production without pump number four operating.

Councilmember Mahmud asked if there's a plan to address pump number two.

Public Works Director Gerber noted under the proposed Water Master Plan, bringing pump number two online under one of the early action plans to avoid any future issues such as this.

Councilmember Mahmud asked if there are sufficient funds under the water revenue account to cover the costs the additional cost of water.

Public Works Director Gerber answered affirmatively.

Mayor Pro Tem Primuth asked why pump number three is not able to meet production without pump number four.

Public Works Director Gerber stated that each well cannot be over-pumped; noted the Graves Well is also off-line, which adds additional issues.

Councilmember Zneimer asked if Measure W funds would be utilized.

Public Works Director Gerber stated the project would be funded utilizing solely enterprise water revenue funds.

Councilmember Mahmud asked how long ago did the City completed an application for the Graves Well and what agency did the City submit to. Public Works Director Gerber stated that it was submitted to the State Water Control Board and noted that there was turnover at the State level, which caused delays.

Councilmember Mahmud suggested that a letter be sent to the State Legislature to nudge the State Water Control Board to issue the City its permit for the Graves Well.

Public Works Director Gerber stated that staff can work on a letter and noted staff will also examine the timeline for completion.

Mayor Cacciotti inquired about the costs to pump the water.

Public Works Director Gerber stated that the pumping costs is about a third of the budget.

Councilmember Mahmud stated that the City had issues with the Metropolitan Water District (MWD) in the past because of their methods of disinfecting their water; asked if staff anticipates any issues this time.

Public Works Director Gerber doesn't anticipate using as much water that the City previously utilized with MWD; noted that the City is utilizing stored water as well.

Mayor Cacciotti opened the public comment period.

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

A motion was made by Councilmember Donovan, seconded by Councilmember Mahmud and approved by roll call vote to authorize the City Manager to enter into an agreement for the repair of Wilson Pump #4 and appropriate \$50,000 from the Water Enterprise Fund into the Water Production Services Account.

Motion carried, 5-0.

STUDY SESSION

4. PUBLIC SAFETY BIENNIAL REPORTS

Recommendation

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

COUNCIL ACTION AND MOTION

Fire Chief Riddle provided an overview of the South Pasadena Fire Department 2020/21 biennial report.

Councilmember Zneimer complimented the Fire Department for their response to a fire near her residence.

Councilmember Mahmud asked for a description of emergency medical services program that residents can sign up for and how its advertised.

Fire Chief Riddle provided an overview of the Paramedics Subscription Program; noted that it's a flat fee of \$80 a year; stated that it's advertised on the City website and inserts in the water bills.

Councilmember Mahmud recommended making a presentation about the program at the Senior Center; asked if the Fire Department Annual Report is posted on the City website.

Fire Chief Riddle stated that staff will post it on the City website.

Councilmember Mahmud asked if there is a correlation between cooking fires and senior citizens.

Fire Chief Riddle stated the department has not done an official study on the subject but stated that fires have more to do with a busy lifestyle than the age of the individual.

Councilmember Mahmud inquired if Fire Department personnel is receiving training on fire incidents.

Fire Chief Riddle answered affirmatively and noted that moisture levels can influence how dangerous fire activity will be.

Councilmember Donovan inquired about the Community Emergency Response Team (CERT) program and how many days it takes to complete the program.

Fire Chief Riddle provided an overview of the program.

Mayor Cacciotti referenced the Fire Department's response times and asked why response times have increased.

Fire Chief Riddle stated that it depends on how resources are deployed.

Mayor Cacciotti inquired about the City's relationship with the City of San Marino and the department's staffing size.

Fire Chief Riddle discussed the current staffing levels with the City of San Marino and noted that the cities share Division Chiefs.

Mayor Cacciotti inquired how Delta has helped with fire investigations.

Fire Chief Riddle provided an overview of the value Delta has been to the department and how its able to narrow down causes of fires.

Councilmember Mahmud asked why Los Angeles County isn't involved in the Verdugo Fire Communication Center.

Fire Chief Riddle stated that LA County is involved, just not directly with that agreement; noted that its more of a mutual aid agreement.

Mayor Cacciotti opened the public comment period for the Fire Department report.

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

Police Chief Solinsky provided an overview of the South Pasadena Police Department 2020/21 Biennial Report.

Councilmember Zneimer inquired about the use of force cases.

Police Chief Solinsky provided clarification on each case listed in the report.

Councilmember Mahmud asked if the increased number of moving citations is attributed to the traffic enforcement unit that was formed prior to the pandemic.

Police Chief Solinsky answered affirmatively and noted that schedules had to be adjusted during the pandemic but expects to see coverage go back to normal soon.

Councilmember Mahmud asked if there's a correlation between the increase of traffic accidents and the increase of stop sign violations.

Police Chief Solinsky answered affirmatively and noted that individuals were driving faster post pandemic.

Councilmember Mahmud stated the Police Department received a grant to perform pedestrian enforcement and asked how that program is going.

Police Chief Solinsky stated that the Department is doing pedestrian and bicycle enforcement and noted that they are working on education opportunities in the future.

Councilmember Mahmud asked what new programs and initiatives are on the horizon for the Police Department.

Police Chief Solinsky provided an overview of the upcoming artificial intelligence cameras program; discussed the Department's implementation of the Racial and Identity Profiling Act (RIPA); discussed the Department's homeless response team; discussed the Department's community outreach programs; and discussed the transition of the Department's fleet to electric vehicles.

Councilmember Mahmud asked what recommendations the Police Department has for residents to protect themselves from home invasions.

Police Chief Solinsky provided a list of informative information.

Councilmember Donovan thanked Police Chief Solinsky for the report.

Councilmember Zneimer asked if smart cameras would assist with smash and grab burglaries.

Police Chief Solinsky stated that cameras would assist with those crimes and it would also help prevent future crime.

Councilmember Zneimer asked if cities share information from the smart cameras.

Police Chief Solinsky stated that cities with the same system can share information with each other.

Councilmember Zneimer asked how much smart cameras would cost.

Police Chief Solinsky stated that the annual costs would be around \$30,000 per year and noted that the cameras can only be leased.

Mayor Cacciotti asked what reassurance the Police Department can provide to ease residents about the increase in smash and grab crime.

Police Chief Solinsky stated that the Department is working with the Chamber of Commerce and businesses that have been affected by the Business Watch program and noted that the Department utilizes decoy vehicles.

Mayor Cacciotti asked how the Department is utilizing their resources effectively.

Police Chief Solinsky stated that the Department is using intelligence-based policing to utilize resources during peak hours of crime.

Councilmember Mahmud asked if cities who are using the smart cameras are also using them in their business districts and residential areas.

Police Chief Solinsky answered affirmatively and noted that those cities are seeing a decrease in crimes in those areas.

Councilmember Mahmud stated that the smart cameras could benefit the City and recommended that City staff look into funding mechanisms for the cameras.

Mayor Cacciotti opened the public comment period for the Police Department report.

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

ADJOURNMENT

There	being	no	further	matters,	Mayor	Cacciotti	adjourned	the	meeting	of	the	City
Counc	cil at 8:	13 p	.m., to th	ne next R	egular C	City Counc	il meeting s	ched	duled on V	۷e	dnes	day,
April 6	. 2022				_	-	_					-

ηριίι 0, 2022.	Respectfully submitted:
	Christina Munoz
	Deputy City Clerk
	APPROVED
	MICHAEL CACCIOTTI
	MAYOR
Attest:	
Christina Munoz Deputy City Clerk	



City Council Agenda Report

ITEM NO. <u>11</u>

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Ken Louie, Interim Deputy City Manager

Albert Trinh, Finance Manager

Stephanie Pinto, Management Analyst

SUBJECT:

Monthly Investment Report for May 2022

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for May 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

This item was not reviewed by a commission.

Attachment: City Investment Report for May 2022

ATTACHMENT

City Investment Reports for May 2022

Exhibit A

City of South Pasadena INVESTMENT REPORT May 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	0.861%	28.49%	15,581,019.17	15,581,019.17
SUBTOTAL			28.49%	15,581,019.17	15,581,019.17
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.80%	21.08%	11,528,082.97	11,163,022.14
U.S. Treasury Bills	See Exhibit B-1	0.50%	2.19%	1,199,491.20	1,199,853.60
US Treasury Notes & Bonds	See Exhibit B-1	1.19%	46.64%	25,510,294.59	24,817,630.22
US Obligations Variable	See Exhibit B-1	1.63%	1.60%	874,953.20	875,714.79
SUBTOTAL			71.51%	39,112,821.96	38,056,220.75
TOTAL INVESTMENTS			100.00%	\$54,693,841.13	\$53,637,239.92
BANK ACCOUNTS:					
Bank of the West Account Balance	:			\$19,047,138.32	
Zions Bank Uninvested Cash Balar				\$169,469.13	
Zions Bank Unsettled Transactions				ψ100, 400.10	
	_			450.007.45	
BNY Mellon Uninvested Cash Bala	nce			158,397.45	

Footnotes:

Required Disclosures:

Average weighted maturity of the portfolio

Average weighted total yield to maturity of the portfolio

Projected Expenditures for the next 6 months:

Projected with Prior Year Same Period:

Projected with FY 2022 Adopted Budget:

\$ 24,634,567

\$ 33,119,219

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.

07/07/2022

Gary Pia, City Treasurer

Date

¹ 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.

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

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

ZIONS BANK

Statement of Account

May 1, 2022 Through May 31, 2022

South Pasadena Custody

Account Number:

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

Cash Reconciliation

	Income	Principal
Opening Balance May 1, 2022	\$ 370,952.71	\$ -370,952.71
Receipts		
Sales	0.00	1,925,723.15
Interest	112,474.58	0.00
Dividends	0.79	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	112,475.37	1,925,723.15
Disbursements		
Purchases	0.00	-1,956,810.02
Fees	0.00	0.00
Other Disbursements	0.00	-3,239.05
Transfers	0.00	0.00
Total Disbursements	0.00	-1,960,049.07
Net Cash Management	0.00	-78,149.45
Closing Balance May 31, 2022	\$ 483,428.08	\$ -483,428.08

Account No :

Portfolio Summary

May 31, 2022	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.44%	169,469.13	473.20	0.28%
Fixed Income	99.56%	38,056,220.75	623,737.33	1.64%
Total Portfolio	100.00 %	38,225,689.88	624,210.53	1.63%
Accrued Income		122,375.59		
Total Market Value		38,348,065.47		

Holdings

thomas / DV	Agget Deganistics			Cant	D	Maulast E	lat Amer Tees	Viela A	00 In 22
Shares / PV	Asset Description			Cost	Price	Market E	st Ann Inc	Y ield A	cc Income
	Money Market Funds - Tax	<u>able</u>							
169,469.13	Fidelity Gov Port III FCGXX			169,469.13	1.00	169,469.13	473.20	0.28%	66.59
169,469.13	* * Sub Totals * *			169,469.13		169,469.13	473.20	0.28%	66.59
	Corporate Bonds (30/360)								
387,000	Bristol-Myers Squ bb Co	2.000%	08/01/2022	388,305.27	100.01	387,049.61	7,740.00	2.00%	2,572.79
191,000	Visa Inc	2.150%	09/15/2022	192,555.51	100.07	191,131.90	4,106.50	2.15%	860.30
383,000	Chubb INA Holdings INC	2.875%	11/03/2022	387,203.87	100.30	384,147.07	11,011.25	2.87%	830.46
383,000	Bank of New York Mellon	2.950%	01/29/2023	384,493.77	100.36	384,371.90	11,298.50	2.94%	3,818.77
289,000	Amazon Com Inc	2.400%	02/22/2023	288,869.68	99.83	288,502.19	6,936.00	2.40%	1,898.68
378,000	General Dynamics Corp	3.375%	05/15/2023	383,835.45	100.83	381,153.44	12,757.50	3.35%	534.53
373,000	Burlington Northn Santa Fe	3.850%	09/01/2023	377,882.57	101.23	377,582.69	14,360.50	3.80%	3,570.07
191,000	Cisco Systems Inc	2.200%	09/20/2023	189,862.48	99.72	190,466.08	4,202.00	2.21%	821.62
373,000	Deere John Capital Corp	3.650%	10/12/2023	383,670.76	101.43	378,351.54	13,614.50	3.60%	1,825.41
374,000	State Street Corp	3.700%	11/20/2023	392,227.00	101.76	380,581.43	13,838.00	3.64%	386.54
373,000	Caterpillar Finl Svcs	3.750%	11/24/2023	391,723.44	101.63	379,067.96	13,987.50	3.69%	234.43
468,000	Truist Finl Corp	3.750%	12/06/2023	485,403.26	101.35	474,307.59	17,550.00	3.70%	8,529.89
375,000	Blackrock Inc	3.500%	03/18/2024	379,436.25	101.32	379,957.44	13,125.00	3.45%	2,639.66
185,000	MetLife Inc	3.600%	04/10/2024	192,070.29	101.20	187,229.16	6,660.00	3.56%	930.17
371,000	Comcast Corp New	3.700%	04/15/2024	389,411.64	101.67	377,197.95	13,727.00	3.64%	1,725.46
380,000	Texas Instrs Inc	2.625%	05/15/2024	387,088.44	99.83	379,343.52	9,975.00	2.63%	417.95
193,000	Paccar Financial Corp	2.150%	08/15/2024	198,071.89	98.15	189,421.36	4,149.50	2.19%	1,217.03
483,000	Unitedhealth Group Inc	2.375%	08/15/2024	499,393.26	98.85	477,459.99	11,471.25	2.40%	3,364.47
193,000	United Parcel Svcs Inc	2.200%	09/01/2024	195,191.81	98.33	189,774.44	4,246.00	2.24%	1,055.57
390,000	Coca Cola Co	1.750%	09/06/2024	395,146.14	98.93	385,815.30	6,825.00	1.77%	1,601.40
481,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	486,684.27	98.18	472,258.14	10,582.00	2.24%	857.20
380,000	Pepsico Inc	2.250%	03/19/2025	394,008.12	98.56	374,521.62	8,550.00	2.28%	1,695.67
383,000	Target Corp	2.250%	04/15/2025	393,670.49	97.87	374,830.30	8,617.50	2.30%	1,083.21
398,000	US Bancorp	1.450%	05/12/2025	398,598.79	94.83	377,413.75	5,771.00	1.53%	290.16

Holdings

Shares / PV	Asset Description			Cost	Price	Market I	Est Ann Inc	Yield A	Acc Income
647,000	JPMorgan Chase & Co	3.900%	07/15/2025	692,153.92	101.74	658,228.11	25,233.00	3.83%	9,515.24
462,000	Bank Of America Corp	3.875%	08/01/2025	501,259.80	101.71	469,915.63	17,902.50	3.81%	5,950.83
370,000	Home Depot Inc	3.350%	09/15/2025	398,245.55	101.05	373,902.02	12,395.00	3.32%	2,596.72
199,000	Prudential Finl Inc	1.500%	03/10/2026	196,697.69	93.13	185,332.77	2,985.00	1.61%	667.04
403,000	Procter & Gamble Co	1.000%	04/23/2026	394,061.18	92.52	372,866.20	4,030.00	1.08%	416.51
406,000	Schwab Charles Corp	1.150%	05/13/2026	397,104.32	91.55	371,683.98	4,669.00	1.26%	221.71
378,000	Intel Corp	2.600%	05/19/2026	393,756.06	97.66	369,157.06	9,828.00	2.66%	301.98
11,240,000	* * Sub Totals * *			11,528,082.97		11,163,022.14	312,144.00	2.80%	62,431.47
	U.S. Treasury Bills								
1,200,000	U S Treasury Bills		06/09/2022	1,199,491.20	99.99	1,199,853.60	5,939.28	0.50%	0.00
1,200,000	* * Sub Totals * *			1,199,491.20		1,199,853.60	5,939.28	0.50%	0.00
	U.S. Treasury Notes & Bon	<u>ıds</u>							
1,933,000	U S Treasury Notes	1.750%	07/15/2022	1,940,950.23	100.09	1,934,749.37	33,827.50	1.75%	12,708.67
1,835,000	U S Treasury Notes	1.750%	01/31/2023	1,842,513.47	99.98	1,834,570.61	32,112.50	1.75%	10,645.03
2,135,000	U S Treasury Notes	1.375%	06/30/2023	2,134,965.14	99.15	2,116,901.61	29,356.25	1.39%	12,245.29
1,188,000	U S Treasury Notes	0.250%	09/30/2023	1,173,488.71	97.40	1,157,092.99	2,970.00	0.26%	495.00
1,699,000	U S Treasury Notes	2.875%	11/30/2023	1,746,960.03	100.80	1,712,671.85	48,846.25	2.85%	0.00
1,621,000	U S Treasury Notes	2.125%	03/31/2024	1,626,222.56	99.39	1,611,058.41	34,446.25	2.14%	5,741.04
2,300,000	U S Treasury Notes	2.000%	04/30/2024	2,316,887.76	99.09	2,278,975.70	46,000.00	2.02%	3,875.00
2,191,000	U S Treasury Notes	0.625%	10/15/2024	2,156,939.71	95.42	2,090,608.38	13,693.75	0.66%	1,721.07
2,010,000	U S Treasury Notes	0.500%	03/31/2025	1,973,674.78	93.99	1,889,243.22	10,050.00	0.53%	1,675.00
1,843,000	U S Treasury Notes	0.250%	06/30/2025	1,775,777.95	92.66	1,707,799.36	4,607.50	0.27%	1,921.91
1,640,000	U S Treasury Notes	0.375%	11/30/2025	1,574,565.67	91.97	1,508,352.28	6,150.00	0.41%	0.00
1,751,000	U S Treasury Notes	0.375%	01/31/2026	1,689,140.62	91.59	1,603,737.40	6,566.25	0.41%	2,176.66
1,625,000	U S Treasury Notes	0.750%	03/31/2026	1,582,327.35	92.56	1,504,077.25	12,187.50	0.81%	2,031.25
2,036,000	U S Treasury Notes	0.750%	08/31/2026	1,975,880.61	91.74	1,867,791.79	15,270.00	0.82%	3,817.50
25,807,000	* * Sub Totals * *			25,510,294.59		24,817,630.22	296,083.75	1.19%	59,053.42

Account Name: South Pasadena Custody

Account No	:	
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Holdings									
Shares / PV	Asset Description			Cost	Price	Market I	Est Ann Inc	Yield A	Acc Income
	U.S. Obligations Variable								_
874,000	U S Treasury Notes	1.095%	10/31/2023	874,953.20	100.20	875,714.79	9,570.30	1.09%	824.11
874,000	* * Sub Totals * *			874,953.20		875,714.79	9,570.30	1.09%	824.11
39,290,469.13	* * Grand Totals * *			39,282,291.09		38,225,689.88	624,210.53	1.63%	122,375.59

Cash Summary

 Principal Cash
 -483,428.08

 Income Cash
 483,428.08

 Invested Income
 0.00

Account Transactions

Date	Description	Income	Principal Carrying Value
	Starting Balances	\$ 370,952.71	\$ -370,952.71 \$ 39,484,489.15
	<u>Interest</u>		
05/02/2022	Interest	5,291.00	
	PNC Finl Svcs Group Inc 2.2000% 11/01/24		
05/02/2022	Interest	23,000.00	
	U S Treasury Notes 2.0000% 04/30/24		
05/02/2022	Interest	10,846.88	
	U S Treasury Notes 1.8750% 04/30/22		
05/02/2022	Interest	1,179.24	
	U S Treasury Notes 0.9250% 10/31/23		
05/03/2022	Interest	5,505.63	
	Chubb INA Holdings INC 2.8750% 11/03/22		
05/11/2022	Call Bond - Interest	3,815.75	
	Lockheed Martin Corp 3.1000% 01/15/23		
05/12/2022	Interest	2,885.50	
	US Bancorp 1.4500% 05/12/25		
05/13/2022	Interest	5,184.00	
	Apple Inc 2.7000% 05/13/22		
05/13/2022	Interest	2,334.50	
	Schwab Charles Corp 1.1500% 05/13/26		
05/16/2022	Interest	6,378.75	
	General Dynamics Corp 3.3750% 05/15/23		
05/16/2022	Interest	4,987.50	
	Texas Instrs Inc 2.6250% 05/15/24		
05/18/2022	Purchase Accrued Interest	-2,187.50	
	Blackrock Inc 3.5000% 03/18/24		
05/18/2022	Purchase Accrued Interest	-3,071.55	
	Burlington Northn Santa Fe 3.8500% 09/01/23		
05/19/2022	Interest	4,914.00	
	Intel Corp 2.6000% 05/19/26		
05/20/2022	Interest	6,919.00	
	State Street Corp 3.7000% 11/20/23		
05/24/2022	Interest	6,993.75	
	Caterpillar FinI Svcs 3.7500% 11/24/23		
05/31/2022	Interest	24,423.13	

Account No :

Account Transactions

Date	Description		Income	Principal	Carrying Value
05/31/2022	U S Treasury Notes 2.8750% 11/30/23 Interest		3,075.00		
	U S Treasury Notes 0.3750% 11/30/25				
		Sub Total	112,474.58	0.00	0.00
	<u>Dividends</u>				
05/02/2022	Dividend		0.79		
	Fidelity Gov Port III FCGXX				
	Interest From 04/01/2022 To 04/30/2022		0.70	0.00	0.00
		Sub Total	0.79	0.00	0.00
	<u>Buys</u>				
05/03/2022	Buy			-1,199,491.20	1,199,491.20
	U S Treasury Bills 06/09/22 1200000 Par Val @ \$99.9576				
05/18/2022	Buy			-379,436.25	379,436.25
	Blackrock Inc 3.5000% 03/18/24 375000 Par Val @ \$101.183				
05/18/2022	Buy			-377,882.57	377,882.57
	Burlington Northn Santa Fe 3.8500% 09/01/23			, , , , ,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	373000 Par Val @ \$101.309				
		Sub Total	0.00	-1,956,810.02	1,956,810.02
	Sells				
05/02/2022	Maturity			1,157,000.00	-1,160,824.84
	U S Treasury Notes 1.8750% 04/30/22				
	1157000 PV @ \$ 100.00				
	Cost Basis Removed \$1,160,824.84 Short Term Gain/Loss : \$-3,824.84				
05/11/2022	Call Bond			384,723.15	-393,641.42
	Lockheed Martin Corp 3.1000% 01/15/23				•
	Sold 382000 Par Val @ \$100.712865				
	Cost Basis Removed \$391,937.08				
	Short Term Gain/Loss : \$-1,726.74 Long Term Gain/Loss : \$-5,487.19				
05/13/2022	Maturity			384,000.00	-390,840.50

Account No :

Account Transactions

Date	Description			Income	Principal	Carrying Value
	Apple Inc	2.7000% 05/13/22				
	384000 PV @	\$ 100.00				
	Cost Basis Ren	noved \$386,822.73				
		n/Loss : \$-1,035.76				
	Long Term Gai	n/Loss : \$-1,786.97				
			Sub Total	0.00	1,925,723.15	-1,945,306.76
	Disbursemen	<u>nts</u>				
05/11/2022	Cash Disburser	nent			-3,239.05	
	Miscellaneous	Disbursement				
	Paid To: Mor	gan Stanley & Co. LLC				
	Per Sec 9 of Cu	stody Agmt Inv#10823022126 dtd 05-06-22 Acct#255-138705				
			Sub Total	0.00	-3,239.05	0.00
	Cash Manag	<u>rement</u>				
05/02/2022	Sweep - Buy				-1,197,317.91	1,197,317.91
	Fidelity Gov Po	rt III FCGXX				
	1197317.91 Pa	r Val @ \$1.00				
05/03/2022	Sweep - Sell				1,193,985.57	-1,193,985.57
	Fidelity Gov Po					
		57 Par Val @ \$1.00				
05/11/2022	Sweep - Buy				-385,299.85	385,299.85
	Fidelity Gov Po					
05//0/0000	385299.85 Par	Val @ \$1.00				
05/12/2022	Sweep - Buy	. III. 500VV			-2,885.50	2,885.50
	Fidelity Gov Po					
05/12/2022	2885.5 Par Val	@ \$1.00			201 519 50	201 510 50
05/13/2022	Sweep - Buy Fidelity Gov Po	+III ECCVV			-391,518.50	391,518.50
	391518.5 Par V					
05/16/2022	Sweep - Buy	αι @ ψ1.00			-11,366.25	11,366.25
00/10/2022	Fidelity Gov Po	rt III. FCGXX			11,000.20	11,000.20
	11366.25 Par V					
05/18/2022	Sweep - Sell				762,577.87	-762,577.87
	Fidelity Gov Po	rt III FCGXX			- ,-	- ,
		' Par Val @ \$1.00				

Account No :

Account Transactions

Date	Description		Income	Principal	Carrying Value
05/19/2022	Sweep - Buy			-4,914.00	4,914.00
	Fidelity Gov Port III FCGXX				
	4914 Par Val @ \$1.00				
05/20/2022	Sweep - Buy			-6,919.00	6,919.00
	Fidelity Gov Port III FCGXX				
	6919 Par Val @ \$1.00				
05/24/2022	Sweep - Buy			-6,993.75	6,993.75
	Fidelity Gov Port III FCGXX				
	6993.75 Par Val @ \$1.00				
05/31/2022	Sweep - Buy			-27,498.13	27,498.13
	Fidelity Gov Port III FCGXX				
	27498.13 Par Val @ \$1.00				
		Sub Total	0.00	-78,149.45	78,149.45
	Ending Balances		\$ 483,428.08	\$ -483,428.08	\$ 39,574,141.86

Account Name: South Pasadena Custody

Account No:

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 May 31, 2022

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to CUSIP Maturity Account Number
BNY Mellon Projec	ct Fund							
1 Cash 2 Morgan Stanley Tre			44.89 158,352.56	0.010% 0.250%	44.89 158,291.81	0.010% 0.250%		1 1
Subtotal Cash & Ca	·	0.52%	158,397.45	0.250%	158,336.70	0.250%		1
Total Project Fund	I		158,397.45	0.250%	158,336.70	0.250%		1

Exhibit C

May 31, 2022 Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2012-13	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
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



City Council Agenda Report

ITEM NO. 12

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager 🔑

PREPARED BY:

Ted Gerber, Director of Public Works

SUBJECT:

Award of Contracts to Multiple Consultants to Provide On-Call Professional Services for Public Works Projects & Programs

Recommendation

It is recommended that the City Council:

 Accept proposals from multiple vendors (consultants) to provide on-call professional services across twenty-nine (29) disciplines for Public Works projects and programs, and

2. Authorize the City Manager to execute Master Service Agreements with the Consultants.

Background

The City's Public Works Department is responsible for water production, distribution, and treatment, sewer collections, storms drains, stormwater compliance, buildings and facilities, transportation, streets, sidewalks, traffic operations and signals, street lights, trees, park maintenance, environmental and sustainability programs, private development reviews, plan reviews, permits, right-of-way improvement inspections, and environmental impact studies, among other programs. The department is also responsible for developing and implementing the City's Capital Improvement Program (CIP). In 2021, the City conducted an independent, high-level review and assessment of the roles and responsibilities of staff within the Public Works Department. In addition to recommended organizational changes, which have since been implemented, the review also advised that utilization of contracted professional services should be increased in the department to support the department's workload, provide expertise, and support department output. Considering this recommendation, Public Works staff have identified a number of areas of program and project work that require specialized professional services.

Discussion/Analysis

On April 26, 2022, a request for proposals (RFP Attachment 1) was posted on the City's bid opportunity website, PlanetBids, inviting qualified consultants to submit a Statement of Qualifications (SOQ) for professional services on an as-needed basis. Five hundred and ninety-two (592) firms were notified of the proposal opportunity. Ninety-nine (99)

Award of Contract to Multiple Consultants to Provide On-Call Professional Services July 20, 2022 Page 2 of 4

prospective bidders expressed interest in participating, and sixty-six (66) submitted proposals during the bid period.

The scope of work included twenty-nine (29) disciplines, which are listed below, and each of the 29 disciplines listed one or more example tasks as part of the expected work. For example, the Traffic/Transportation Engineering Services discipline includes a task to provide consulting services related to parking management, traffic counts, traffic modeling, signal timing, development and review of traffic studies, development and review of traffic impact analysis reports, and preparation of reports and/or scopes of work. Perspective consultants were permitted to submit a proposal that included multiple disciplines and/or part of a discipline:

- Civil Design Engineering Services
- Structural Design
 Engineering Services
- Facility Design Engineering Services
- Landscape and Irrigation Design Services
- Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services
- Traffic/Transportation Engineering Services
- Pavement Management Services
- Geographic Information Systems (GIS) Support Services
- Computer Aided Drafting (CAD) Design Services
- Labor Compliance Services

- Biological Assessment Services
- Environmental Consulting and Document Services
- Environmental Monitoring Services
- Environmental Engineering Services
- Sustainability, Electrical, Solar, and Energy Design and Assessment Services
- Construction Management Services
- Inspection Services
- Seismic and Structural Examination Services
- Material Testing and Geotechnical Engineering Services

- Ecology Assessment Services
- Program, Project & Grant Management Services
- Archaeological & Cultural Resources Services
- Building and Facility Assessment Services
- Stormwater, Flood Plain, and Hydrogeological Engineering Services
- Assessment District Services
- Surveying Services
- Administrative Support Services
- Document Management & Retention Services
- Real Property Appraisal / Right of Way Acquisition Services

Attachment 2 contains the list of firms that submitted proposals. Consultants were expected to provide a statement of qualifications, including their firm's background, the Consultant's staff/subcontractor experience and availability, and their plan to use project controls to regulate costs, provide accurate and timely invoices, monitor and stay within budget, and complete projects within the proposed time frames. The Consultants were also expected to provide references and a fee schedule.

Where possible, the City is contracting with multiple firms for each of the 29 disciplines, as there are many parallel efforts to consider in the same areas of work, e.g. transportation. Contracts will remain in effect for a period of three (3) years

Award of Contract to Multiple Consultants to Provide On-Call Professional Services July 20, 2022 Page 3 of 4

commencing mid-2022 through June 30, 2025, subject to renewal administratively by two additional one-year periods, based upon an evaluation of the consultant's performance by City staff.

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than on price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

South Pasadena Municipal Code section 2.99-29 addresses professional services as follows:

(12) Professional and Contractual Services. Contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract. If the contract is equal to or below twenty-five thousand dollars, the contract shall require the approval of, and be executed by, the city manager. All contracts exceeding twenty-five thousand dollars must be approved by the city council.

After evaluating the proposals, staff determined multiple proposers to be qualified Consultants for one or more of the 29 disciplines. Staff based the qualification evaluation on the firm's ability to provide services that met the requirements, as well as the company's responsiveness, qualifications, past experience, and fee. Attachment 4 includes the list of selected Consultants for each discipline.

Some of the first round of engagements to be executed will include:

- Public right-of-way inspection for private development construction in the Southwest Monterey Hills.
- Private development & plan check assistance.
- Advisement on stormwater drainage issues at City parks and properties.
- Document management advisement for historic records.
- Electrical infrastructure assessment to support electric vehicle charger installation.
- Public Works permit process documentation and development.
- Pavement condition assessment.
- Pavement, sidewalk, and utility replacement budget and scheduling advisement.
- Traffic engineering design for MTIC priority projects.
- Security configuration design for City Hall 1st Floor.
- Facility assessment request for proposal development assistance.

Award of Contract to Multiple Consultants to Provide On-Call Professional Services July 20, 2022
Page 4 of 4

- Police Department improvements request for proposal development assistance.
- Neighborhood Traffic Management Program (NTMP) development.
- Snake Trail landscape design budget advisement.
- Measure R & State Route 110 improvements advisement.
- Fremont/Huntington Active Transportation Project budget, outreach, and scheduling advisement.
- Geographic Information Systems feature class development.
- Bicycle facilities planning advisement.
- Pedestrian crossing planning advisement.
- Labor compliance and federal/state reporting assistance.
- Capital Improvement Program grant research and writing assistance.

The City will execute Master Service Agreements (Attachment 3) for each Consultant through this bid selection process, which includes 'Task Order' exhibits that will be executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follows City Council's adopted procurement policy, Task Orders above the City Manager's spending authority will be brought to Council for approval.

Fiscal Impact

Sufficient funds in excess of \$600,000 are available to support multiple professional services contracts across the Public Works Department funds and through the Capital Improvement Program (CIP) Budget, including \$220,000 in Public Works Administration & Engineering Professional Services Account No. 101-6010-6011-8170-000, \$75,000 in Environmental Services Professional Services Account No. 101-6010-6015-8170-000, \$15,000 in Park Maintenance Professional Services Account No. 101-6010-6410-8170-000, \$10,000 in Sewer Maintenance Professional Services Account No. 210-6010-6501-8170-000, \$7,400 in Street Lighting Professional Services Account No. 215-6010-6201-8170-000, \$3,000 in Street Maintenance Professional Services Account No. 230-6010-6116-8170-000, \$100,000 in Measure M Professional Services Account No. 236-6010-6011-8170-000 for Neighborhood Traffic Management Program (NTMP) Implementation, \$74,500 in Measure W Professional Services Account No. 239-6010-6011-8170-000, \$75,000 in Water Distribution Professional Services Account No. 500-6010-6710-8170-000, and \$30,500 in Water Production Professional Services Account No. 500-6010-6711-8170-000.

Attachments

- 1. Request for Proposals
- 2. List of Firms that Submitted Proposals
- 3. Master On-Call Professional Services Agreement
- 4. List of Selected Consultants per Discipline

ATTACHMENT 1

Request for Qualifications

CITY OF SOUTH PASADENA REQUEST FOR QUALIFICATIONS (RFQ)

PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES FY 2022-2023



APRIL 26, 2022

CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT
1414 MISSION STREET
SOUTH PASADENA, CALIFORNIA 91030
PROPOSALS DUE: MAY 19, 2022, AT 5:00 PM

I. INTRODUCTION

The City of South Pasadena, Public Works Department is seeking proposals from qualified professional services firms experienced in several areas of Public Works related work.

II. **CITY PROFILE**

The City of South Pasadena (City) is located approximately six miles northeast of downtown Los Angeles, on the west side of the San Gabriel Valley between the cities of Pasadena, San Marino, Los Angeles, and Alhambra. Founded in 1874 by Indiana Colony, the City encompasses 3.44 square miles and was incorporated as a General Law city of the State of California on March 2, 1888. With a population of approximately 26,000, the City is known for its beautiful, historically significant homes on tree-lined streets, for its excellent public schools, and for a small-town atmosphere in the midst of greater Los Angeles.

The City provides a full range of services, including police and fire protection; public infrastructure, street, traffic signal, and lighting maintenance; sewer and water utility services; refuse collection; public improvements; recreational, library, cultural events, and parks; and planning and community development services.

III. BACKGROUND / PROJECT DESCRIPTION

The City of South Pasadena's Public Works Department is inviting qualified consultants to submit Statement of Qualifications (SOQ) for professional services on an as-needed basis for a period of three years commencing mid-2022 through June 30, 2025, subject to renewal administratively by two additional one-year periods, based upon an evaluation of the consultant's performance by City staff. The City plans to contract with multiple firms in order to augment the City's professional capabilities and to provide high quality, very timely expertise as needed. The Agreement does not preclude the City from later seeking proposals from other consulting firms that are not on the on-call list for special projects that the City determines require specific skills and experience or larger projects.

IV. SCOPE OF SERVICES

The scope of work that firms will include as a minimum in the proposal shall consist of, but not be limited to, the following 29 items/disciplines. The proposers are encouraged to add to these items, or their list of related qualifications, as deemed necessary. Proposers are also encouraged to provide qualifications on other related Public Works areas. Proposers are invited to respond to one or any combination of the following 29 items/disciplines that are within their area(s) of expertise. The summary list of the 29 items/disciplines is shown on the last page of this RFQ. A proposal must be explicitly submitted for each item/discipline to be considered for that discipline.

(1) Civil Design Engineering Services

- a. Perform civil engineering services signed and stamped by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects in the public right-of-way such as street, water, sewer, storm drain, streetlight, buildings and facilities, parks or other projects as assigned by the City.
- b. Perform design work for repair, rehabilitation, or other related street improvements, including plan preparation, geometric design, drainage design, pavement delineation, surveying, stormwater pollution prevention plan (SWPPP), and signage and striping plans for street, highways, minor structures, and other public infrastructure.
- c. Provide design services for City projects to prepare plans and specifications for City projects, including but not limited to streets, buildings and facilities, trails, landscaping, park design, traffic signal installations or modifications, water systems, storm drain and sewer improvements, upgrades, modifications, extensions, repair or rehabilitation, and other related improvements.
- d. Prepare project technical provisions and detailed cost estimates.
- e. Provide engineering support services construction assistance.
- f. See also: (5) Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services, (6) Traffic/Transportation Engineering Services, (9) Computer Aided Drafting (CAD) Design Services, and (11) Program & Project Management Services.

(2) Structural Design Engineering Services

- a. Structural engineering design services include bridges, walls, storm drains, and other Public Works structural facilities, where seismic analysis, structural calculations, design, plan, evaluation of structural components and structural systems to ensure the safety and comfort of users or occupants is conducted.
- b. Consultant must be registered in the State of California as a professional structural engineer for work requiring a structural engineer's seal, and provide experienced personnel, equipment and facilities to perform tasks. Civil engineers registered in the State of California may perform structural engineering work allowed by the California Business and Professions Code.
- c. Assess structural stability and load bearing capacity of existing structures including areas proposed to be modified or used for additional loads.
- d. Provide structural design for new structures or modifications of existing structures.

- e. Provide alternative structural layouts or options that can be applied to project requirements.
- f. Provide technical memorandum on assessment of structures.
- g. Provide complex structural analyses using computer programs for complex projects.
- h. Provide technical specifications for selection of materials and methods.
- i. Provide seismic and wind design review of existing structures.
- j. Provide detail design of concrete slabs, retaining wall, foundations, floor plans, roofing and framing plans, and pipe and equipment support and anchorage, for operation, maintenance, and administrative facilities.
- k. Participate in peer review and value engineering of structural design completed by other consultants.
- 1. Prepare construction cost estimates.
- m. Provide structural engineering support during bidding and construction of projects.
- n. Provide record drawings.
- o. See also: (19) Seismic and Structural Examination Services.

(3) Facility Design Engineering Services

- a. Perform mechanical, electrical, plumbing, and architectural engineering design services signed and stamped by a qualified registered Professional Engineer, including design for repair, remodeling, or upgrading City's facilities such as Library, Senior Center, Police Station, Fire Station, Recreation/Community Service Buildings, Corporate Yards, City Hall, Parks, or other facilities per City request in compliance with current applicable building codes:
 - i. Mechanical engineering design services include HVAC system, heating, cooling, ventilation, smoke control and exhaust system.
 - ii. Electrical engineering design services include solar power, power supplies, distribution, conduit/wiring, back-up generators, batteries, electric vehicle chargers, switches, transformers, appliances, lighting, fire alarms, signal systems, arc flash studies, electrical calculations for short circuits, voltage drop, etc.
 - iii. Plumbing engineering design services include hot and cold water systems, water heaters, fire suppression systems, and wastewater systems.
 - iv. Architectural engineering design services include the comprehensive evaluation of structural, electrical, mechanical, lighting, acoustics and fire protection systems, including, site constraints and development requirements,

design and planning considerations, concept solution, project budget, project schedule, and delivery constraints for interior building modifications and existing building rehabilitation.

b. Design services include: performing concept and feasibility studies of project alternatives; preparing preliminary design reports; preparing plans, specifications, estimates (opinions of construction cost) and other design related documents; providing drafting and computer aided drafting support; preparing and processing permit applications for building, various regulatory, and environmental permits.; performing record drawing, utility, or other searches; performing field investigations; performing engineering design services; reviewing and recommending award of construction contracts; utility coordination; providing design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's requests for information (RFIs), preparing record ("as built") drawings; and attending project or coordination meetings as necessary.

(4) Landscape and Irrigation Design Services

a. Perform landscape design services including planting, irrigation and hardscape design and cost estimation, inspection, and project management, as well as synthetic turf design, along streets, highways, public parks, and recreation areas, in accordance with City's Water Efficiency/Conservation ordinances and other applicable laws.

(5) Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services

- a. Coordinate the intake and processing of development project plans, specifications, tentative maps, final maps, land use applications, and other development related submittals, and review for completeness.
- b. Manage, coordinate, and schedule with City staff, consultants, utilities, and private and public entities to perform required reviews.
- c. Review, assess, document, and organize all existing active development projects by location, project type, and project status.
- d. Review, check and make recommendations regarding land use applications.
- e. Perform review of parcel maps, tract maps, tentative maps, final maps, easements, lot line adjustments, and parcel mergers.
- f. Perform review of studies and reports such as sewer, drainage, and Water Quality Management Plans (WQMP) utilizing commonly used software programs and Los Angeles County Hydrology and Local Drainage Manuals.

- g. Perform mapping and prepare legal descriptions for right-of-way acquisitions, easements, and vacations.
- h. Perform review of engineering quantity estimates and costs, rough and precise grading improvement plans, erosion control, geological and geotechnical reports, storm drain improvement plans, hydrology and hydraulics reports, landscape plans, federally and state mandated reports required under National Pollutant Discharge Elimination System (NPDES) and Air Quality Management District (AQMD) guidelines, utility plans, (including domestic and sanitary sewer improvements), street improvement plans, signing and striping plans, traffic signal plans, and traffic studies and reports.
- i. Review tentative maps and other developments and provide recommendations related to engineering and water pollution reduction.
- j. Review plans for consistency with other planned developments.
- k. Prepare plan check comments in concise and understandable manner.
- 1. Recommend, draft, and issue conditions of approval and plan reviews for development, including off-site improvements and financial obligations.
- m. Application of requirements related to the City's Southwest Monterey Hills Construction Regulations.
- n. Establish bond amounts, determine financial obligations and other development fees within the proper sequence of development reviews;
- o. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports, and coordination with developers, engineers, staff, and the general public related to the engineering review of private developments.
- p. Assist with development of engineering design standards and guidelines to assist with the plan checking process
- q. Prepare Staff reports for City Council, and attend City Council and other city meetings as required.
- r. Prepare and update policies and procedures for land development project reviews.
- s. Provide public works and development land use, subdivision control, map and plan check services signing and stamping by a registered Professional Civil Engineer in the State of California.

(6) Traffic/Transportation Engineering Services

a. Provide consulting services related to parking management, traffic counts, traffic modeling, signal timing, development and review of traffic studies, development and

- review of traffic impact analysis reports (utilizing City's traffic impact analysis methodology), and preparation of reports and/or scopes of work.
- b. Provide consulting services related to development and review of level of service (LOS) analyses and vehicle miles traveled (VMT) analyses.
- c. Provide consulting services related to engineering studies of traffic conditions, pedestrian characteristics, and physical characteristics related to the installation of a traffic control signals or other traffic/pedestrian devices.
- d. Provide traffic engineering and transportation design support for the preparation of preliminary and final plans and specifications for all types of traffic and intelligent transportation system (ITS) projects, signed and stamped by a registered Professional Traffic Engineer or Civil Engineer in the State of California, including but not limited to: traffic signals (LED displays, mast arm designs, etc.), vehicle detection system (video, loop, microwave, radar, ultrasonic, etc.), interconnect systems (hardware, phone, cellular phone, spread spectrum, radio, etc.), pavement markings (tape, thermoplastic, water based, etc.), sign and sign support systems (wood, metal and composite systems), intelligent transportation systems devices (variable message boards, closed circuit television, fiber optics and other communications media etc.), intersection designs (simple lane additions, signalizations, continuous flow intersections, diverging diamonds, and round-a-bouts), preliminary surveys for designs, sign layouts, guardrail designs, roadway re-striping and roadway design, calculation of quantities and estimates for plans, fiber optic networking drawings and fiber optics splicing plans, ITS Network plans for interconnection to Traffic Management Centers, and ITS Network Support Plans.
- e. Prepare construction and maintenance related signing plans and schedules.
- f. Conduct accident analyses needed for consideration of safety measures in the designs and planning of transportation projects.
- g. Perform individual signal timing plans, corridor signal timing progression plans and optimization plans.
- h. Provide miscellaneous services regarding traffic operations to assist with the City's day to day operations, including advisement and recommendations on traffic and transportation related matters.
- i. Develop conceptual phased construction plans considering geometric design, capacity analysis, construction signing, temporary guide signing, temporary pavement markings, temporary signal design, and optimization of traffic flow.
- j. Prepare freeway guide signing plans consistent with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and the City's policies. Prepare sign bridge plans, specialized sign support details, sign plans and sign layouts.

- k. Provide railroad crossing design and coordination services.
- Provide technical assistance and reports related to traffic engineering and ITS issues, including assisting the City in procuring ITS telecommunications/network related hardware, software and pertinent materials.
- m. Develop plans and specifications for City ITS and telecommunications/network related projects or tasks including developing network, software and hardware design and procurement, fiber assignments, fiber design and all pertinent studies, reports, drawings, diagrams, specifications, and manuals both in hard and electronic formats.
- n. Provide corridor-planning analysis for future fiber optic backbone implementations including determining future node points for ITS elements, number of fiber strands required for future implementations, and best practices to facilitate private/public partnerships to build the fiber backbone.
- o. Train City personnel on use of specialized traffic, transportation engineering and telecommunications/network related software in addition to any training requested.
- p. Provide structural inspection and report of Traffic Signal poles and mast arms, ITS structures and sign structures.
- q. Provide construction management, inspection and completion of appropriate City documents as required, including ITS construction and field management.
- r. Conduct traffic signal and traffic device needs studies and develop reports, related to speed, progression, congestion, incidents, removal of vehicles, etc.
- s. Conduct vehicular and pedestrian/bicyclist traffic volume count studies and develop reports as needed for design and operations analysis.
- t. Collect, analyze, and summarize transportation related field observations and data from reporting sources, including but not limited to City collision/incident data, California Statewide Integrated Traffic Records System (SWITRS), etc.
- u. Conduct traffic signal warrant analyses and develop reports.
- v. Provide technical support and training on various travel demand and traffic operations models including, but not limited to VISSIM, CORSIM, SYNCHRO, and HCS.
- w. Provide Active Transportation Program consulting and design services that promote pedestrian, biking/cycling, and transit travel, placemaking, sustainability, community economic benefits, and promote healthy lifestyles.
- x. Provide transportation modeling services, including level of service (LOS), vehicle miles traveled (VMT), and other progressive modeling techniques.
- y. Provide consulting service on street and transportation design, transportation networks, placemaking, modeling, transit, and other transportation related concepts.

z. Provide traffic and transportation public engagement and outreach services. Attend meetings as instructed, prepare visual aids for meetings as needed, and prepare letters of correspondence and meeting minutes.

(7) Pavement, Sidewalk, and Curb & Gutter Management

- a. Provide pavement, sidewalk, and curb & gutter assessment and data verification services, including data review, surveying, and observation of condition, distress and defects, and physical characteristics.
- b. Provide field data collection services and reporting, including but not limited to pavement, sidewalk, and curb & gutter section limits, sample test areas, street names, street ranking (local, arterial, collector, etc.), lanes numbers, surface type, current and historical Pavement Condition Index (PCI), PCI variance, segment dimensions, and observations of standing water, inverted crowns, steep streets, or other observed environmental issues, as well as associated transportation data from supporting documentation (e.g. average daily trip volumes, etc.).
- c. Provide consulting services for pavement, sidewalk, and curb & gutter database software application integration and database development.
- d. Provide assistance in the implementation of pavement, sidewalk, and curb & gutter asset management systems, geographic information systems (GIS), and training.
- e. Provide pavement, sidewalk, and curb & gutter program maintenance and budgeting recommendations, including development of cost-effective preventative maintenance, repair and rehabilitation strategies, forecasted costs, assessment and review of the City's pavement, sidewalk, and curb & gutter Capital Improvement Program (CIP), pavement, sidewalk, and curb & gutter service level, cost vs. benefit scenarios, utility project CIP synchronization (water, sewer, etc.), budgetary recommendations related to LA County Metro guidelines, and future routine maintenance needs based on projected deterioration rates.

(8) Geographic Information Systems (GIS) Support Services

- a. Maintain and edit GIS datasets/layers.
- b. Create new datasets and GIS maps.
- c. Create, update, and print GIS maps
- d. Assist City with in house production of map documents.
- e. Advise the City on matters relating to GIS projects and software.
- f. Maintain and keep records of GIS-related software and software licenses.

- g. Create, customize, and maintain GIS related web pages.
- h. Create, customize, and maintain databases.
- i. Work with Los Angeles County to acquire GIS and Assessor updates.
- j. Print large format maps.
- k. Obtain GIS data as needed from other sources.
- 1. Provide customized solutions for special projects as requested.
- m. Providing GIS technical assistance and training to staff.

(9) Computer Aided Drafting (CAD) Design Services

- a. Develop concept designs.
- b. Prepare construction documents including plans, specifications, and estimates.
- c. Assist with required state and federal documentation for design work associated with state or federal funded construction projects.
- d. Provide plan check and/or peer review per City standard details and specifications.
- e. Prepare project drawings in CAD.
- f. Provide constructability reviews.
- g. Provide construction services.
- h. Anticipated project types include, but not limited: street improvement projects, bike and pedestrian facilities (bike lanes, pedestrian paths, multipurpose trails), preliminary engineering in support of grant applications, traffic related projects including traffic signal design, signage and marking, MUTCD compliance, street light design, drainage Improvement projects: alternate drainage, reclaimed water pipeline, recycled water related planning and design, etc., intersection modifications, and sidewalk improvement projects (ADA compliance).

(10) Surveying Services

- a. Perform surveys conforming to the requirements of the Land Surveyors Act and Caltrans Survey manual.
- b. Provide design, construction, and as-built surveys, preparation of legal description and plat maps, monument preservation/recordation and other surveying services.
- c. Establish horizontal and vertical control bases using benchmarks and datum that is common for Los Angeles County Cities.
- d. Perform aerial photogrammetry.

- e. Use aerial photogrammetry or field survey data to prepare base maps.
- f. Prepare topographic maps with elevations contours and spot elevations shown.
- g. Research and provide on maps and surveys street centerlines and right-of-way boundaries.
- h. Survey and prepare plats and legal descriptions with sketches for easement and property acquisition and lot line adjustments.
- i. Provide surveys to support geotechnical investigations, utility locating, and the design of water, reclaimed water, water reclamation, streets, site developments, and electrical systems.
- j. Reset survey monuments disturbed or removed during construction and identify the hours separately on work performed.
- k. Provide field staking and cut sheets for construction projects.

(11) Program, Project, & Grant Management Services

- a. Assist City staff in scoping, developing, and scheduling capital projects.
- b. Assist City staff in selecting design consultants using the City's quality based selection process.
- c. Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.
- d. Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.
- e. Perform constructability reviews.
- f. Coordinate the preparation of final plans specifications, cost estimate and bid package.
- g. Attend City Council and Commission meetings.
- h. Attend staff and community meetings.
- i. Analyze City's needs and prepare short and long-term CIP recommendations.
- j. Review and comment on planning programs and land development controls.
- k. Recommend regulations and ordinances pertaining to engineering matters.
- 1. Provide advice and recommendations regarding public works activities.

- m. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.
- n. Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.
- o. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer.
- p. Coordinate with other agencies, the public, and utility companies on engineering matters.
- q. Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating in audits, if required.
- r. Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications, including but not limited to funding sources from: Federal Emergency Management Agency (FEMA), U.S. Department of Transportation (DOT), Infrastructure for Rebuilding America (INFRA), CA Senate Bill 1 (SB1), Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Active Transportation Program (ATP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Highway Safety Improvement Program (HSIP), Bicycle Transportation Account (BTA), Community Development Block Grant (CDBG), Mobile Source Reduction Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water Distrcit (MWD), and San Gabriel Valley Council of Governments (SGVCOG).
- s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City's goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.
- t. Author and submit grant applications, and provide other grant administration and management tasks as required by the City.
- u. Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.
- v. Provide consulting services and support associated with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Procedures (LPPs).

- w. Provide consulting and advisement services on state and federal prevailing wage regulations and requirements and regulations associated with Equal Employment Opportunity, Affirmative Action, Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Section 3 Programs.
- x. Perform Disadvantage Business Enterprise (DBE) calculations and reporting.

(12) Environmental Consulting and Document Services

- a. Provide consulting and document development services for environmental feasibility studies, CEQA & NEPA documents, development applications, mitigation monitoring preparation and compliance.
- b. Provide agency coordination, team management, quality assurance reviews, and public engagement and outreach.
- c. Provide complete environmental planning and document preparation in accordance with CEQA and NEPA requirements, special studies such as but not limited to noise, socioeconomic, biological, cultural, air quality, Phase I site assessments, hazardous waste, archaeological, historical, and tribal consultation, as needed on a project specific basis as required by the City and/or Caltrans. Typical project to include CIP projects, road widening, new construction, rehabilitation projects, storm drain, signal installations, reservoirs, booster stations, projects in Caltrans right-of-way, and water and sewer installations.
- d. Provide environmental document development services including but not limited to preparation of: maps for environmental evaluation, public and agency scoping, noise studies, noise abatement reports, air quality studies and reports, initial site assessments, natural environmental study reports, cultural resource studies, potential effect identification reports, Native American consultation reports, visual/aesthetic evaluation reports, community impacts assessment reports, climate change analysis/assessment reports, cumulative impacts analysis reports, location hydraulic/flood plain reports, paleontology studies, draft environmental documents, responses to review comments, final environmental documents, and environmental commitments records.

(13) Environmental Monitoring Services

- a. Noise sampling collection;
- b. Ambient air samples collection;
- c. Storm water sampling and laboratory analysis;

- d. Surface water sampling and laboratory analysis;
- e. Groundwater sampling and laboratory analysis;
- f. Potable water sampling and laboratory analysis;
- g. Soil fertility, soil ecology, and flora ecology sampling and analysis; and
- h. Preparation of reports describing in detail the sampling efforts, laboratory results, data, quality assurance/quality control, and results.

(14) Environmental Engineering Services

a. Provide environmental engineering services, including but not limited to design, environmental compliance, regulatory permitting, compliance/mitigation monitoring, ecosystem restoration, field explorations and studies, hiring and oversight of applicable sub-consultants as required, preparation of construction plans, specifications and estimates, records research and other services as required by the City.

(15) Sustainability, Electrical, Solar, and Energy Design and Assessment Services

- a. Provide consulting services in energy conservation measures.
- b. Provide consulting services on heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement.
- c. Provide consulting services on interior and exterior lighting retrofit or replacement.
- d. Provide consulting services on outside, street, and area lighting retrofit or replacement.
- e. Provide consulting services on open standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investments, and enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.
- f. Provide consulting services Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology.
- g. Provide consulting services building envelope upgrades.
- h. Provide consulting services infrastructure improvements that reduce energy and/or reduce operating costs.
- i. Provide consulting services on project, design, installation, purchase, and construction financing sources and solutions.

- j. Provide consulting services on electrical vehicle (EV) and EV charging solutions, including, but not limited to, use and site assessment, rebate and financial planning, owner agreements, EV purchase and use, EV supply equipment (EVSE) purchase and installation.
- k. Provide consulting services on EV charging infrastructure design, equipment selection, installation, construction, operation, maintenance, network infrastructure, equipment applications, mobile applications, payment gateways, administration, power management, energy rate requirements and selection, station management, customer management, site management, driver management, radio-frequency identification (RFID) fob management, access control roles, pricing management, and EV fleet management.
- 1. Analyze energy interval data, examine load profiles and seasonal variations to identify potential storage capacity and energy values.
- m. Analyze potential load impacts from EV charging, and provide recommendations.
- n. Develop solar modeling and rendering using a software (e.g. Helioscope), and build energy model to test and evaluate scenarios, pricing, storage amounts, and rate options.
- o. Provide site assessment services verifying solar array, meter, and backup battery storage locations, assessing shading construction impacts, switchgear and other solar, electrical and/or battery backup equipment.
- p. Provide other training, remote monitoring services, or other related support services.
- q. Perform comprehensive investment-grade audits of City facilities and infrastructure, identifying and analyzing all opportunities for water and energy cost savings, including, but not limited to, buildings, parks, water facilities, and city-owned streetlights.
- r. Perform comprehensive feasibility analyses of distributed generation opportunities for City facilities, including solar photovoltaics (PV) and solar arrays, and any other economically and environmentally viable distributed generation (DG) solutions.
- s. Analyze and report on energy efficiency (electricity and natural gas) and water usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments: existing equipment; equipment replacement, repair, or rehabilitation; potential alternative processes; proposed energy and water efficiency and conservation projects; equipment controls; lighting (internal/external for buildings/parks and remaining non-LED street lights); HVAC equipment; well equipment; automation; space utilization and programming; pumps; non-computerized irrigation systems controllers; building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage, and solar potential,

- alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use.
- t. Review historical data of existing energy usage, meet with the facilities' staff, tour the facilities, and identify all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.
- u. Prepare reports, present findings and address questions for City and at public meetings.

(16) Construction Management, Administration, and Monitoring Services

- a. Provide services from a construction manager with a minimum of five (5) years of experience managing public works construction and private construction, including construction of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.
- b. Provide services from a resident engineer by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects as assigned by the City.
- c. Provide complete construction management, construction administration, inspection services and labor compliance for Capital Improvement Program (CIP) projects and private land development projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor's labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.
- d. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.
- e. Maintain compliance of project records in compliance with the Caltrans manual, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, , and compliance with NPDES and Caltrans encroachment permit requirements, if required
- f. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner.

- g. Assist City in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.
- h. Review project contract documents and perform constructability reviews.
- i. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.
- j. Review, negotiate, process and monitor contract change orders with the City's approval. Review extra work invoices.
- k. Review and respond to RFIs in a timely manner.
- 1. Comply with grant requirements for local, state, and federal funded projects.
- m. Provide labor compliance monitoring.
- n. Provide construction inspection and quality control services.
- o. Provide construction material testing and compaction testing.
- p. Developing solutions to problems identified in the field with City approval.
- q. Maintain all records and meet reporting requirements.
- r. Provide community outreach and public outreach services as required.
- s. Provide project status and overall condition of construction projects, including cost, budget, and schedule.
- t. Identify and issue notice to contractor of safety concerns and violations.
- u. Review and approve punch lists.
- v. Participate and assist in conducting final inspection, testing and release of facilities.
- w. Review and approve record drawings at project completion.
- x. Assist in preparation of daily pay estimates in accordance with the inspection daily report, and assist in preparation of contractors monthly pay estimates.
- y. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.
- z. Other construction management duties as necessary to support City projects in construction.

(17) Inspection Services

a. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public works construction and private construction, including

- construction inspection of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.
- b. Review plans and specifications, and provide construction inspection/ observations for development projects related to the public right-of-way.
- c. Observe construction of improvements by developers and/or contractors and make recommendations regarding completion and acceptance of the work.
- d. Provide construction observations associated with work performed by developers on City streets, medians, slopes, parks, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.
- e. Inspect plants and trees and make recommendations on acceptance of the plant materials.
- f. Inspect landscape and irrigation improvements for compliance with approved plans.
- g. Ensure that materials and completed work comply with plans, specifications, and design criteria.
- h. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public and private construction, and certification as a Qualified Stormwater Practitioner (QSP).
- i. Inspect and provide recommendations for the installed Best Management Practices (BMP) for water quality.
- j. Inspect street and storm drain improvement for compliance with approved plans.
- k. Inspect approved work and installed water quality measures.
- 1. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

(18) Labor Compliance Services

- a. Conduct meetings with project team members to review and discuss the agreement implementation, project details and schedule, and requirements including but not limited to the specific labor standards and parameters for the project.
- b. Review construction contract and bid specifications for compliance with state or federal requirements to ensure that all appropriate forms are included in bid package.
- c. Provide contract and labor compliance documents and Federal Prevailing Wage Decision for the construction bid document.
- d. Prepare the Request for Construction Bid Document Review, Bid Document Checklist and Matrix Roles and Responsibilities for submission to the Los Angeles

- County Community Development Commission (LACDC). Submit construction bid document to LACDC prior to advertisement of bid.
- e. Implement the Equal Employment Opportunity (EEO) and Section 3 Programs, if necessary.
- f. Ensure that the most current Federal Wage Decision is used for the project by verifying the wage decisions and modifications prior to Bid Opening.
- g. Report any wage modifications, or other changes in requirements as they are issued. Provide City with revised Wage Decision to bid holders prior to Bid Opening as an Addendum, if necessary, and attend the Bid Opening.
- h. Verify contractor and subcontractor eligibility through the Federal System for Award Management, California State Contractors License Board, and California Department of Industrial Relations Public Works Contractor Registration.
- i. Review Bid Proposal for contract and labor compliance documents and forms to be completed, signed and submitted by prime contractor.
- j. Prepare Notice of Contract Award to the U.S. Department of Labor (DOL) and Agency Report of Contract Award (ARCA) for the LACDC.
- k. Notify LACDC of pre-construction meeting at least ten (10) days prior to the meeting.
- 1. Prepare contract and labor compliance packets including posting requirements to distribute at the pre-construction meeting.
- m. Participate in pre-construction conference to provide packets to prime contractor and subcontractors and inform prime contractor of prevailing wage and project reporting requirements.
- n. Review Weekly Certified Payroll Reports including Statement of Compliance, Federal Apprenticeship Certifications, and Employee Authorization for Deductions.
- o. Provide technical assistance to prime contractor for inquiries regarding Weekly Certified Payroll Reports and contract and labor compliance documents.
- p. Upon review of the Certified Payroll Reports, notify prime contractor of any labor discrepancies or suspected violations and issue corrective actions in writing, if necessary.
- q. Conduct and/or coordinate with City's construction management team/ inspector to perform employee interviews for ten percent (10%) of the workforce and verifying posting requirements at project site.
- r. Upon conducting employee interviews, identify violations and investigate complaints of employee underpayments, if necessary.
- s. Prepare underpayment report and letter to contractor for all underpayments and corrective action, if necessary. Ensure employee restitution is paid. Prepare and

- submit the United States Department of Housing and Urban Development (HUD) 5.7 Labor Violations Report to LACDC.
- t. Prepare and maintain contract and labor compliance files for LACDC and HUD monitoring.
- u. Coordinate and participate in LACDC labor compliance in-progress monitoring of the project.
- v. Prepare and submit the Request for Final Project Review and Contractor Project File Review Checklist to LACDC. Prepare Subcontractor Project File Review Checklist, if necessary, and schedule and attend the Final Project Review.
- w. Prepare responses to LACDC monitoring letters and/or correspondence.
- x. Prepare Contract and Subcontractor Activity Report, Semi-Annual Labor Standards Enforcement Report and other LACDC and HUD reporting documents.
- y. Obtain copies of the Progress Payment and Final Payment Waiver and Release of Forms for contract and compliance files, if necessary.
- z. Complete the Labor Standards Administration and Enforcement File.

(19) Seismic and Structural Examination Services

- a. Conducted by a Structural Engineer licensed by the State of California.
- b. Provide detailed analysis accompanied by calculations, and an evaluation of mitigating alternatives.
- c. Provide detailed structural and seismic analysis, based on the collected documentation, examination findings, geotechnical evaluation, demand and capacity calculations, and any other reviewed or collected data and information.
- d. Provide analysis including a conclusive evaluation of repair, rehabilitation, and replacement alternatives for subject structure including inspected internal and external components, as well as alternative prioritization and recommendations (considering a short-term, mid-term, and long-term asset improvement life cycle).
- e. Perform supporting structural and seismic design and capacity calculations.
- f. Perform load to capacity calculations.

(20) Material Testing and Geotechnical Engineering Services

a. Perform sub-surface exploration and material testing in accordance with City standards and/or Caltrans standards for street, facility, and other capital improvements.

- b. Conduct geotechnical examinations of selected sites, based on data and observations collected from soil boring(s), including an evaluation of subsurface conditions, soil classification and relevant attributes (moisture content, compressive strength, etc.), settlement, bearing capacity / resistance, seismic considerations, and any other related concerns.
- c. Provide comprehensive geotechnical reports including calculations and analysis of the subsurface profile and its impact on the seismic stability and structural integrity of the reservoir.
- d. Perform building materials testing including welding on structural steel elements in accordance with current building standards and provide geotechnical services for all projects.
- e. Perform source inspection of miscellaneous items and fabricated products such as steel girders, concrete girders and welded sign structures used on the State highway system.
- f. Review material submittals for compliance with project specifications and applicable standards and regulations.
- g. Perform background review of sites based on published and unpublished groundwater and geologic information.
- h. Provide preliminary evaluation of seismic hazards and design parameters using fault maps and current building code.
- i. Provide field exploration including drilling, sampling, and logging of test borings.
- j. Perform geologic field mapping.
- k. Perform soil analysis, soil classification, and site-specific soil characterization.
- 1. Provide recommendations on soil improvement.
- m. Perform ground water investigation and control.
- n. Provide design parameters for: Grading; Remedial measures; Shoring; Excavation; Backfill; Compaction; Slope stability; Soil bearing pressure; Foundation design, Lateral earth pressures for design of retaining walls; Groundwater dewatering
- o. Provide settlement evaluation and analyze potential for expansion
- p. Provide soil corrosivity testing and analysis, Evaluate imported earth materials to be used for fill
- q. Provide laboratory testing per City and Caltrans standards to determine maximum dry density and optimum moisture content for fill and backfill, and sand equivalent of all bedding material.

- r. Perform laboratory tests on pipe bedding material and aggregate base material to verify their compliance with the project specifications
- s. Evaluate over-excavation, backfill, and compaction procedures.
- t. Evaluate field procedures, progress, and testing results.
- u. Observe site grading and fill placements, including in-place soil density testing of compacted fill, optimum soil moisture density test and relative compaction per project specifications.
- v. Provide foundation engineering and inspection for structures; Inspect and evaluate earth-retaining structures and excavations.
- w. Perform sieve analysis; Determine R-value; Pavement inspection and testing including preparation of pavement structural section based upon laboratory R-value, sieve analysis, and sand equivalent testing;
- x. Perform concrete inspection and testing including air content and slump testing; Prepare standard test cylinders for concrete and provide laboratory compressive strength testing;
- y. Attend meetings throughout the duration of the project as needed to provide technical advice on issues, project schedule, cost control and other related matters.
- z. Prepare reports to include: description of field procedures, tabulation of daily field compaction test data, laboratory data, conclusions and recommendations. Provide reports bearing the Registered Professional Engineer Seal with the signature and license number of the geotechnical engineer responsible for preparation of the report.

(21) Stormwater, Flood Plain, and Hydrogeological Engineering Services

- a. Planning and design of water resources projects related but not limited to: the capture, retention and direct use of stormwater and surface water; groundwater recharge; multi-purpose watershed management facilities; low impact development (LID) measures; engineered wetlands for stormwater treatment; landscaping that utilizes native and other plant species for stormwater treatment and carbon sequestration; and stream and upland habitat creation and restoration.
- b. Engineering assistance with construction, monitoring, and operations and maintenance.
- c. Engineering assistance with National Pollutant Discharge Elimination System (NPDES) related programs.
- d. Preparation of hydrology and hydraulic analysis and reports.
- e. Preparation of Water Quality Management Plans (WQMP), Stormwater Pollution Prevention Plans (SWPPP), or related NPDES documents/reports.

(22) Biological Assessment Services

- a. Provide biological assessment services from a qualified biologist who possesses a bachelor's degree in biology, zoology, wildlife biology, natural resources, ecology, conservation biology, environmental biology, or related field; and who has knowledge and demonstrated experience in identification of habitats and vegetation associations, local plant, and wildlife species in the vicinity of Los Angeles County / San Gabriel Valley.
- b. Identify potential impacts to plants, animals, and habitats.
- c. Recommend mitigation measures to minimize impacts to plants, animals, and habitats.
- d. Perform biological field investigations, surveys, studies and reports.
- e. Perform biological monitoring for compliance with biological mitigation measure and California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) mitigation compliance, including but not limited to habitat mapping & field surveys, wildlife corridor movement analyses, special status plant & wildlife surveys, arborist surveys, biological resource assessments and analyses, agency consultation & regulatory permitting, and construction & mitigation monitoring.
- f. Provide reviews and recommendations.
- g. Attend project meetings.

(23) Ecology Assessment Services

- a. Provide ecology assessment services, including but not limited to; environmental compliance, regulatory permitting, compliance/mitigation monitoring, ecosystem restoration, field explorations and studies, hiring and oversight of applicable subconsultants as required, preparation of construction plans, specifications and estimates, records research and such other services as may be required by the City.
- b. Perform environmental technical studies, reviews and reports for Federal and State Environmental Compliance.
- c. Prepare and process applications for regulatory and environmental permits.
- d. Provide modeling and analysis including ecology impact analysis and mitigation studies and vulnerability assessments.
- e. Prepare ecosystem, habitat and natural restoration and remediation plans, mitigation plans and wetland management plans.

- f. Provide design services during construction, including submittal review, periodic site visits, review of shop drawings, and preparing responses to contractor's Request for Information (RFIs).
- g. Prepare record ("as built") drawings.
- h. Attend project meetings.

(24) Building and Facility Assessment Services

- g. Prepare comprehensive facility assessment studies that include survey, inspection, inventory of building components, assessment of the existing conditions, corrective recommendations, preventative maintenance recommendations, budget estimates and timeline for all corrective work and preventative maintenance for all City Facilities.
- h. Assess and provide recommendations on building envelopes, including condition of the outer shell of the building including walls, doors, windows and roofs.
- i. Assess and provide recommendations on structural integrity, including walls and foundations.
- j. Assess and provide recommendations on interior walls, ceilings, signage, paint, wall coverings, flooring and casework.
- k. Assess and provide recommendations on mechanical systems, HVAC, exhaust, ventilation and controls.
- 1. Assess and provide recommendations on electrical systems, both interior and exterior, including distribution and lighting.
- m. Assess and provide recommendations on plumbing systems, both interior and exterior.
- n. Assess and provide recommendations on elevator systems.
- o. Assess and provide recommendations on life safety and security systems, including adequacy of security for intended uses.
- p. Assess and provide recommendations on Americans with Disabilities Act (ADA) Accessibility, both interior and exterior.
- q. Assess and provide recommendations on preventative maintenance programs, requirements, or recommendations.
- r. Assess and provide recommendations on sustainability components such as solar and alternative energy.
- s. Assess and provide recommendations on space planning and present/future functional use of facilities.
- t. Assess and provide recommendations on energy usage, perform energy audits.

- u. Provide recommendations for environmental abatement, including, but not limited to lead/asbestos.
- v. Assess and provide recommendations on in accordance with the latest versions of the California Building Standards Code.
- w. Assess and provide recommendations on in accordance with the requirements of the Secretary of the Interior Design Standards and local Historic Preservation Guidelines.

(25) Archaeological & Cultural Resources Services

- a. Monitor all ground disturbing activity including mass grading, grubbing/clearing, weed abatement, trenching and any excavation on previously disturbed and undisturbed ground.
- b. Read and interpret of maps.
- c. Recognize Tribal Cultural Resources such as artifacts, human remains, village sites, trade routes, midden deposits, etc.
- d. Assist in the coordination of activity around and within a specified buffer from the tribal cultural resources finding(s).
- e. Assist in ensuring all Tribal Cultural Resources, especially human remains and associated grave goods, are treated with culturally appropriate dignity and respect.
- f. Provide cultural resources consulting services, including but not limited to Phase I Records Searches & Survey Reports, Phase II Resource Evaluation Reports, Phase III Data Recovery Mitigation Reports, Phase IV Monitoring Mitigation Reports, paleontological assessments,
- g. California Office of Historic Preservation Department of Parks and Recreation resource record form filing, constraints & feasibility analyses, Native American scoping & consultation, construction monitoring, and fossil salvage, identification, and preparation for curation.
- h. Provide a written daily report detailing the date and time on site along with a full description of activities and any cultural findings.
- Contact Tribal Chairman and/or the Tribal Archaeologist for concerns and opinions on Tribal Cultural Resources.
- j. Hold necessary educational requirements and certification as directed.
- k. Provide a site Archaeologist who meets the Secretary of the Interior's Standards for professional archaeology.

(26) Assessment District Services

- a. Obtain all available information from the City regarding the district, including the current assessment databases, electronic map files from the City, a listing of projected expenditures and revenues and any additional information. Update the current database files with the latest Assessor's parcel numbers and land use information.
- b. Review district budgets and confirm schedule; attend the City Council meetings considering the Resolutions of Intention and the public hearing, and provide technical support and answer questions.
- c. Prepare the assessment report setting the annual assessment rates for the next fiscal year based on budget estimates from City. Furnish electronic copies of the draft reports and preliminary assessment rolls for review and comment.
- d. Prepare assessment Rolls in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the rolls to the County and, after receipt of the County's exception report, make any required corrections.

(27) Administrative Support Services

- a. Provide clerical and secretarial support.
- Prepare and develop correspondence, reports, memorandums, presentations, and other forms of communication for distribution across various organizations and as directed.
- c. Review correspondence for signatures from members of assigned staff. Properly monitor and track correspondence as required. Distribute correspondence to all individuals in accordance with approved guidelines and processes.
- d. Review conformance with procedural instructions, grammar, typographical errors, accuracy, and necessary attachments.
- e. Plan, coordinate, and organize events for assigned staff.
- f. Secure necessary equipment (projector, computer, etc.) to conduct briefings.
- g. Operate equipment (projector, computer, etc.) as required.
- h. Take attendance at meetings as necessary.
- i. Distribute meeting documents as necessary to participants.
- j. Monitor a broad range of communication in order to make scheduling determinations and recommendations to assigned staff.
- k. Maintain daily schedule of assigned staff.

- 1. Have a thorough understanding of the mission, objectives, and organizational structure of the office to which assigned, in order to better interface and facilitate communications with others.
- m. Communicate and interface with agencies and contractors to facilitate activities as assigned.
- n. Participate in document meetings, conferences, etc.
- o. Maintain assigned files and record systems as assigned. Search and retrieve documents from databases and files as requested and provide limited research to assigned staff as necessary. Prepare and coordinate documents for review by the staff and distribute as necessary.
- p. Perform all actions required to schedule, coordinate, and setup/connect for video/teleconferencing as required.
- q. Order and maintain approved inventory of standard office supplies for assigned staff utilizing approved process and procedures.
- r. Assist staff with the completion of time and attendance submissions and maintain records as required.
- s. Assist the assigned staff with official travel requirements.
- t. Receive telephone calls and visitors. Direct call or visitor to requested staff; redirect caller or visitor to appropriate staff as may be required.
- u. Complete routine duplication of documents utilizing provided duplication equipment.
- v. Assist in the authorized relocation of assigned staff and/or administrative assistance in setup of workspaces.
- w. Prepare, obtain, and coordinate authorization to install, relocate, or remove voice and data lines using approved forms and processes.
- x. Coordinate the sending and receiving of mail items as required. Obtain authorizing signature for Overnight Services.

(28) Document Management & Retention Services

- a. Document scanning and digitization in multiple formats including standard office paper sizes, packets, microfilm/microfiche, large format, maps, slides, photos, books, and bound media.
- b. Indexing and organizing physical documents materials per project/program designation and/or agency retention schedules.

(29) Real Property Appraisal / Right of Way Acquisition Services

- a. Perform preliminary property investigations, including obtaining County Assessor information and review of previous similar appraisals in the area.
- b. Review preliminary title reports. Obtain if not provided by City.
- c. Perform, obtain, and review real property appraisals. Report format will comply with the standards of the Appraisal Institute.
- d. Prepare and process appraisal summary statements.
- e. Follow the Uniform Standards of Professional Appraisal Practice and the Caltrans Right of Way Manual as appropriate.
- f. Provide Review Appraiser Certificates that have an independent, objective, written assessment of the appraisals.
- g. Lead good faith negotiations to reach timely, amicable agreements. Be proactive in initial and follow-up contacts with property owners. Respond to owner's requests for information and other follow through. Receive, review, and transmit information from property owners to City.
- h. Prepare correspondence, diaries, forms, easement and right-of-way agreements, purchase offers, and deeds. Present documents to owners.
- i. Process documents for recordation of easements, agreements, and deeds. Close out files to support Caltrans Right of Way certification. Assist with Caltrans certification as necessary.
- j. Contact and negotiate with lessees and handle any necessary subordination.
- k. Attend monthly coordination and other project meetings as necessary.
- 1. Assure compliance with agreements during construction.
- m. Perform other real estate consulting services and related matters as requested by City.

Scope of services that require possession and maintenance of a valid Professional Civil Engineering license and/or California Professional Engineering license for the discipline of work, must be provided in accordance with the California Business and Profession Code and section 3300 of the California Public Contract Code.

Scope of services that include public works project work as defined by California Labor Code Section 1720, et seq. and 1770, et seq., then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Respondent and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

V. TERM OF AGREEMENT

The term of the agreement shall be for three (3) years.

With an option to extend for two additional years.

VI. PROPOSAL REQUIREMENTS

The proposal must include the following information:

1. COVER LETTER: Include the name, address, telephone number, and email address of the consulting firm. The name and email address of the firm's authorized contract signatory. The name, email address, and telephone number of the firm's individual consultant proposed to be assigned to the City.

2. STATEMENT OF QUALIFICATIONS (SOQ):

Proposers are invited to respond to one or any combination of the listed items/disciplines that are within their area(s) of expertise. A proposal must be explicitly submitted for each discipline to be considered for that discipline.

- 2.a. BACKGROUND: Describe your firm's background, experience, and project qualifications in providing the requested services. Include a list of agencies or consulting firms to which you have provided similar services.
- 2.b. STAFF'S EXPERIENCE & AVAILABILITY: Provide resumes describing the qualifications of the staff that will be available and working on this project. Provide a list of similar projects and clients that your proposed Project Manager and Project Engineer have completed work for in the past 10 years.
- 2.c. SUB-CONSULTANT'S EXPERIENCE & AVAILABILITY: Provide a list of all proposed sub consultants that will be available and working on these projects, their background and qualifications, and degree of involvement.
- 2.d. PROJECT CONTROLS: Describe your firm's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget, to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- 3. REFERENCES: Provide a minimum of three (3) references the City may contact concerning your performance on other similar tasks/projects, preferably in the Southern California area. Include a brief description of the work provided for each reference. The references should include the start date of the contract and the date of completion for each contract.
- 6. ACCEPTANCE STATEMENT: Submit a signed statement that the firm accepts all the terms and conditions outlined in the City's standard professional services agreement (attached) and

can meet all insurance requirements made part of the agreement unless otherwise stated in the proposal exceptions.

- 7. PROPOSAL EXCEPTIONS: The proposer must identify any and all exceptions to the terms and conditions in the RFQ process (inclusive of the standard professional services agreement, insurance, etc.) and identify the firm's proposed specific changes for consideration by the City. By submitting a proposal, your firm acknowledges and accepts all terms and conditions in this RFQ process, including all addendum, amendments, or supplements; unless otherwise explicitly stated in the exceptions.
- 8. FEE PROPOSAL/SCHEDULE: Submit in a separate sealed envelope for the tasks involved. Provide an hourly rate fee schedule applicable to all staff proposed. Also, include overtime hourly rates, mileage costs and pricing for any additional billing requirements (such as production fees, etc.), if applicable. Rates shall remain valid for the three years of the agreement. Thereafter, rates may be reviewed on an annual basis, if proposed; however, any proposed rate increase shall not exceed the current Consumer Price Index (CPI). Hourly rates quoted at the commencement of any specified project shall remain valid throughout the duration of that project.
- 9. PROPOSER QUALIFICATIONS SUBMISSION FORM: Proposals shall utilize the Proposer Qualifications Submission Form at the end of this document. All applicable scope of services shall be selected. Where a proposer is submitting qualifications for a specific area of a scope of service, the proposer shall specify which sub-item is selected. For example, where a proposer is not submitting qualifications for the entirety of scope of services item #28, Document Management & Retention Services, the proposer may specify #28(a) or #28(b) as a partial qualification of the scope of service item instead of the entire item.

VII. EVALUATION OF PROPOSALS

To be considered responsive, proposers must respond to this solicitation according to the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful proposer will satisfy all of the objectives and service specifications most cost-effectively and efficiently possible as outlined in this document. The City reserves the right to make such alterations, deviations, additions to or deletions, or in any combination to the proposed RFQ. The City may award the projects in any combination.

All proposals will be reviewed based on the firm's ability to provide services that meet the requirements outlined in this RFQ, as well as the company's responsiveness, qualifications, past experience, and fee. The City reserves the right to make such investigations, as it deems necessary to determine the proposer's ability to provide services meeting a satisfactory level of performance in accordance with the City's requirements.

By submitting a proposal, each proposer represents and warrants the following:

- All terms and conditions as presented in this RFQ process are acknowledged and accepted, unless otherwise explicitly stated in the proposal;
- The proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal; and
- The proposer has not, and will not, offer any City employee any gratuity, discount, or offer of employment connected with the award of a contract by City.

Interviews and presentations by one, several, or all of the proposers may be requested by the City if deemed necessary to understand and compare the proposer's capabilities and qualifications fully. The adequacy, depth, and clarity of the proposal will influence its evaluation to a considerable degree.

VIII. SUBMISSION PROCEDURES

A. RFP QUESTIONS

All questions regarding this RFQ shall be submitted by **5:00 PM on May 9, 2022**, to the Online Q&A Section on Plant Bids. The City reserves the right to respond to any or none of the questions, depending on their merit.

B. CONTRACT AWARD SCHEDULE

The tentative schedule for consultant selection and agreement award is provided below. The City reserves the right to make changes to the schedule, as deemed beneficial to the City's interest.

RFQ Issuance: April 26, 2022

Proposals Due: May 19, 2022

Consultant Interview (if any)

To Be Determined

Agreement Award To Be Determined

C. PROPOSAL SUBMISSION

All proposals must be submitted no later than **5:00 PM on May 19, 2021**. Proposals received after the deadline will not be considered.

Proposals shall be submitted electronically to Planet Bids. Submit all fees and cost proposals in an electronically sealed envelope on Planet Bids. A link to the Planet Bids system is available on the City's website at the following location:

https://www.southpasadenaca.gov/government/city-clerk/request-for-proposals

The submittal package shall include all required information and documents as stated herein. Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFQ, including all exhibits, attachments, and any amendments or addendum issued by the City.

Proposer Qualifications Submission Form

		Select one	e of these two options:	
Scope of Services Item		All items under this service are applicable. Place a check ()	Specify which items under this service are applicable. List (a), (b), (c), etc. from IV. SCOPE OF SERVICES	
(1)	Civil Design Engineering Services			
(2)	Structural Design Engineering Services			
(3)	Facility Design Engineering Services			
(4)	Landscape and Irrigation Design Services			
(5)	Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services			
(6)	Traffic/Transportation Engineering Services			
(7)	Pavement Management Services			
(8)	Geographic Information Systems (GIS) Support Services			
(9)	Computer Aided Drafting (CAD) Design Services			
(10)	Surveying Services			
(11)	Program, Project & Grant Management Services			
(12)	Environmental Consulting and Document Services			
(13)	Environmental Monitoring Services			
(14)	Environmental Engineering Services			
(15)	Sustainability, Electrical, Solar, and Energy Design and Assessment Services			
(16)	Construction Management Services			
(17)	Inspection Services			
(18)	Labor Compliance Services			
(19)	Seismic and Structural Examination Services			
(20)	Material Testing and Geotechnical Engineering Services			
(21)	Stormwater, Flood Plain, and Hydrogeological Engineering Services			
(22)	Biological Assessment Services			
(23)	Ecology Assessment Services			
(24)	Building and Facility Assessment Services			
(25)	Archaeological & Cultural Resources Services			
(26)	Assessment District Services			
(27)	Administrative Support Services			
(28)	Document Management & Retention Services			
(29)	Real Property Appraisal / Right of Way Acquisition Services		4	

ATTACHMENT 2

List of Firms that Submitted Proposals

List of Firms that Submitted Proposals

AGA Engineers, Inc. Alta Planning + Design

Annealta Group

Bender Rosenthal Inc.

Biotesting Inc.

Bucknam Infrastructure Group Bureau Veritas North America, Inc.

Cabrinha, Hearn & Associates

Chambers Group, Inc.

Chris Nelson & Associates, Inc.

Climatec LLC

Coffman Engineers, Inc. Craftwater Engineering

Cumming Management Group, Inc.

David Taussig and Associates

David Volz Design Landscape Architects Inc

Dokken Engineering dSantana Arquitectura Earth systems Pacific Epic Land Solutions, Inc.

EvGateway

FEI ASSOCIATES CONSULTING ENGINEERS

Geo-Advantec, Inc. Geocon West, Inc.

GEOinovo "Mapping" Solutions Inc.

Gibson Transportation Consulting, Inc.

Hans Baumann Landscape Architecture

HDR Engineering, Inc. **HNTB** Corporation

IMEG Corporation

JMDiaz, Inc. (JMD)

KABBARA ENGINEERING

KOA Corporation

LAE Associates Inc

Marx | Okubo Associates, ltd.

MINAGAR & ASSOCIATES, INC.

Monument

MTGL, Inc.

Nabih Youssef & Associates

Ninyo & Moore

NOVA Geotechnical and Inspection Services

NV5, Inc.

ONYX Architects, Inc.

Overland, Pacific & Cutler

P2S Inc.

Pacifica Services, Inc. PacRim Engineering, Inc.

Paragon Partners Consultants, Inc.

PBK

Psomas

Public Works Consulting Engineers, Inc.

Risha Engineering Group, Inc.

RMA Group

RRM Design Group S&L Engineers, Ltd. **SA** Associates

SEITec

Simpson & Simpson

Synchronis

Terracon Consultants, Inc.

THE CONVERSE PROFESSIONAL GROUP

TJW Engineering, Inc Toole Design Group, LLC

ULTRASYSTEMS ENVIRONMENTAL

INCORPORATED

W.G. Zimmerman Engineering, Inc.

Willdan Engineering

ATTACHMENT 3

Master On-Call Professional Services Agreement

To be submitted as an Additional Document

ATTACHMENT 4

List of Selected Consultants per Discipline

To be submitted as an Additional Document



City Council Agenda Report

ITEM NO. ___

DATE: July 20, 2022

FROM: Andrew L. Jared, City Attorney

SUBJECT: Confirmation of Second Amendment to Employment

Agreement with City Manager Arminé Chaparyan

Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended City Manager's employment agreement.

Discussion

City Manager Chaparyan has served as City Manager since May 31, 2021. Pursuant to the South Pasadena Municipal Code, the City Manager is appointed by Council on the basis of her administrative and executive ability and qualifications. The employment agreement established a salary of \$215,000 per year. The employment agreement requires that after six months of employment, an initial performance evaluation shall be conducted by the Council, and that a performance evaluation will be conducted on the one-year anniversary of employment and every anniversary thereafter.

On February 2, 2022, the Council concluded the initial performance evaluation and voted unanimously to direct the City Attorney to return with a staff report and contract amendment to amend the City Manager employment agreement by increasing the base salary by three percent (3%). The base salary in Paragraph 3.A. of the employment agreement will be changed to \$221,450.00 per year, effective immediately. All other terms remained unchanged. The employment agreement was amended on February 16, 2022 with the Amendment to Employment Agreement.

On July 7, 2022, the Council concluded the annual evaluation, and following a successful evaluation, voted unanimously to direct the City Attorney to return with a staff report and contract amendment to amend the City Manager employment agreement by increasing the base salary by three percent (3%). The base salary in Paragraph 3.A. of the employment agreement will be changed to \$228,093.50 per year, effective immediately, and the term stated in paragraph 2 shall be extended by an additional year, to May 31, 2026. All other provisions of the Agreement remained unchanged.

In compliance with Government Code Section 54953(c)(3), the City Council must orally report a summary of the recommendation for final action for action on salaries, salary schedule, or compensation paid in the form of fringe benefits of a local agency

Second Amendment to City Manager Employment Agreement July 20, 2022 Page 2 of 2

executive in the meeting which the final action is to be taken. Such summary is as follows:

"The City Council is proposing to modify paragraph 3.A. of the employment agreement with Armine Chaparyan as City Manager by increasing the base salary from the current amount of \$221,450.00 by three percent to \$228,093.50, and extending the duration of the contract is section 2 of the Agreement through May 31, 2026, with all other terms of the agreement to remain unchanged."

Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended City Manager's employment agreement.

Fiscal Impact

The salary increase of \$6,643.50 is within the budgeted amount for this position.

Attachment:

Second Amended Employment Agreement with City Manager Arminé Chaparyan

ATTACHMENT

Second Amended Employment Agreement with City Manager Arminé Chaparyan

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDED AGREEMENT is made and entered into this 20th day of July, 2022, by and between the CITY OF SOUTH PASADENA, California, a Municipal Corporation, hereinafter called the "City," and Arminé Chaparyan, hereinafter called "Employee."

RECITALS

WHEREAS, Employee has served as City Manager from May 31, 2021 to present pursuant to an Employment Agreement dated May 5, 2021 ("Agreement"), and;

WHEREAS, pursuant to the Agreement, City Council is to review and evaluate Employee's performance annually on the anniversary of the Agreement;

WHEREAS, the City Council concluded its annual performance evaluation on July 7, 2022, and desires to increase the salary stated in the Agreement by three percent (3%), and extend the term of the Agreement by a year from an end date of May 31, 2025 to an end date of May 31, 2026;

NOW, THEREFORE, in consideration of the mutual covenants contained, the parties agree as follows:

- 1. The annual base salary stated in paragraph 3.A. of the Agreement shall be increased to \$228,093.50, effective immediately:
- 2. The term stated in paragraph 2 of the Agreement shall be extended to May 31, 2026, effective immediately; and
- 3. This Second Amended Agreement shall modify the terms of the Agreement only to the effect as stated herein. All other terms of the Agreement shall remain unchanged.

IN WITNESS WHEREOF the City of South Pasadena has caused this Amended Agreement to be signed and executed on its behalf by its Mayor and duty attested by its Chief City Clerk, and the Employee has signed and executed this Amended Agreement, both in duplicate as of the day and year first above written.

EMPLOYEE			
Arminé Chaparyan D)ate		
<u>_</u>	rminé Chaparyan D		

ATTEST:	Approved as to Form:
Christina Munoz	Andrew L. Jared
CITY CLERK	CITY ATTORNEY



City Council Agenda Report

ITEM NO. 14

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Christina Muñoz, Deputy City Clerk

Alma Medina, Senior Management Analyst

SUBJECT:

Adoption of a Resolution Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City, for the Period of

August 16, 2022 through September 15, 2022

Recommendation

It is recommended that the City Council approve the attached resolution authorizing remote teleconference meetings of the legislative bodies of the City, for the period of August 16, 2022 through September 15, 2022.

Background

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

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

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

Emergency Declaration/AB 361 July 20, 2022 Page 2 of 4

On March 18, 2020, pursuant to Government Code Section 8630(c), the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things.

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

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

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

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing."

The attached resolution makes the necessary findings authorizing the City to use teleconferenced meetings for the next 30 days. The City will need to adopt a resolution finding a public need to host teleconferenced meetings at subsequent meetings if it desires to maintain fully remote or hybrid meetings. The previously approved Resolution No. 7780, authorized remote teleconferencing of meetings of the legislative bodies of the City for the period of August 16, 2022 through September 15, 2022. The next Council meeting is scheduled for August 17, 2022, so staff is proposing the resolution be approved at this meeting in order to continue the authorization of remote teleconferencing of meetings, without the resolution being expired.

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

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

Emergency Declaration/AB 361 July 20, 2022 Page 3 of 4

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

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

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

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

Analysis

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

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

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

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

Emergency Declaration/AB 361 July 20, 2022 Page 4 of 4

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

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

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

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

Fiscal Impact

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

Attachment: City Council Resolution

ATTACHMENTCity Council Resolution

CITY OF SOUTH PASADENA RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

emergency on May 6, 2020 (Resolution No. 7648), June 17, 2020 (Resolution No. 7657), August 5, 2020 (Resolution No. 7669), August 19, 2020 (Resolution No. 7678), October 21, 2020 (Resolution No. 7685), December 16, 2020 (Resolution No. 7690), February 17, 2021 (Resolution No. 7703), April 7, 2021 (Resolution No. 7713), June 2, 2021 (Resolution No. 7721), July 21, 2021 (Resolution No. 7726), September 15, 2021 (Resolution No. 7732), November 3, 2021 (Resolution Nos. 7734 and 7739), December 1, 2021 (Resolution No. 7741), December 15, 2021 (Resolution No. 7743), January 12, 2022 (Resolution No. 7746), February 2, 2022 (Resolution No. 7749), March 2, 2022 (Resolution No. 7755), May 18, 2022 (Resolution No. 7764), June 15, 2022 (Resolution No. 7770); and July 7, 2022 (Resolution No. 7780); and

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

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

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

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

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

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

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

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

SECTION 1. Recitals. The preceding Recitals are true and correct and are

hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

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

- A. That a state of emergency continues to exist within our community, and that the Los Angeles County Department of Public Health continues to recommend measures to promote social distancing;
- B. That as a consequence of the State and local emergencies and the physical distancing requirements recommended by the State and local public health officers, the City Council does hereby find that the legislative bodies of the City of South Pasadena may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and
- C. That the City will continue to ensure public access to meetings of its legislative bodies pursuant to the relevant sections of the Government Code as it has done throughout the Governor's declaration of a State of Emergency.
- **SECTION 3.** Remote Teleconference Meetings. The City Manager and legislative bodies of the City of South Pasadena are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act. Furthermore, City Manager and staff are directed to return to the City Council no later than thirty (30) days after the adoption of this resolution for the City Council to consider whether to again make the findings required to meet under the modified teleconference procedures of AB 361.

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

PASSED, APPROVED AND ADOPTED on this 20th day of July, 2022.

	Michael A. Cacciotti, Mayor	
ATTEST:	APPROVED AS TO FORM:	
Christina Muñoz, Deputy City Clerk	Andrew L. Jared, City Attorney	



City Council Agenda Report

ITEM NO. 15

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Sheila Pautsch, Community Services Director

SUBJECT:

Discretionary Funds Request from Councilmember Jack

Donovan for Various Items

Recommendation

It is recommended that the City Council approve the following discretionary funds requests: \$500 to assist with the cost of flowers for the South Pasadena Tournament of Roses float, \$1,500 to assist with the cost of the Summer Concerts in the Park series, and \$1,500 and an additional \$1,500 for the Summer Movies in the Park.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets that allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City. The Fiscal Year 2021-22 Budget includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. Attachment A provides a table, which displays the current Discretionary Fund balances, and includes the request being considered in the staff report.

Analysis

On June 15, 2022, Councilmember Donovan requested approval and received a second from Councilmember Mahmud to use discretionary funds to assist with the cost of the flowers for the South Pasadena Tournament of Roses float, the cost of the Summer Concerts in the Park series and an additional \$1,500 for the Summer Movies in the Park.

Fiscal Impact

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

Attachment: Discretionary Fund Request Table

ATTACHMENT

Discretionary Fund Request Table

City Council Discretionary Funds Fiscal Year 2021-22

		District 1	District 2	District 3	District 4	District 5
	0 17 18 5 5 5	Zneimer	Donovan	Primuth	Cacciotti	Mahmud
	Current Year Allowance Beginning Balance	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Date						
<u>Pledged</u>	<u>Description</u>					
2/2/2022	Festival of Balloons Fireworks Show	\$500			\$1,000	
2/15/2022	Festival of Balloons Fireworks Show			\$500		
5/4/2022	July 4th Theatrical Presentation	\$1,000	\$500	\$588	\$3,000	\$500
6/15/2020	Plants and Butterfly Project at the Nature Park	\$1,500				
6/15/2022	Flowers for South Pasadena Tournament of Roses	\$1,000				
6/15/2022	Design and Creation of Sign for Nature Park					\$1,500
	Available 6/16/2022	\$0	\$3,500	\$2,912	\$0	\$0
	Flowers for South Pasadena Tournament of Roses		\$500			
	Summer Movies in the Park		\$1,500			
	Summer Concerts in the Park		\$1,500			
	Ending balance	\$0	\$0	\$2,912	\$0	\$0



City Council Agenda Report

ITEM NO. 16

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Paul Riddle, Fire Chief

SUBJECT:

Authorize the City Manager to Accept a Grant Award (Measure B) Los Angeles County Department of Health Services in an Amount not to Exceed \$85,060 for the Purchase of Two

Cardiac Monitors/Defibrillators

Recommendation

It is recommended that the City Council:

- Authorize the City Manager to accept a grant award from the Los Angeles County (County) Department of Health Services (DHS) Emergency Medical Services Agency (EMS Agency) in an amount not to exceed \$85,060;
- 2. Increase line-items for revenue "Miscellaneous Grants" 101-0000-0000-5071-003 and expenditure "Medical Supplies" 101-5010-5011-8025 by \$85,060;
- 3. Authorize the purchase of two cardiac monitor/defibrillators (Monitors) from Zoll Medical Corporation in the amount of \$84,989; and
- 4. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(11)(j).

Background

On November 6, 2002, Los Angeles County voters approved Measure B, which authorized the levy of a special tax on building improvements to provide funding for the countywide system of trauma centers, emergency medical services, trauma prevention, and bioterrorism response throughout the County. Each fiscal year, agencies who participate in the County's 9-1-1 system are eligible to submit a funding proposal to purchase or lease necessary medical supplies, equipment, or materials.

Proposals for Measure B funding are submitted to the Measure B Advisory Board (MBAB) each year from April 1 through July 15, and are reviewed and ranked by the MBAB using a three-level ranking system. For fiscal year 2020/21, the MBAB received 39 funding proposals for consideration. The amount of Measure B unallocated funding available to fund these projects totaled approximately \$13.0 million. The 52 funding proposals were considered by the MBAB members and then ranked based on their level of priority.

Measure B Grant Funds July 20, 2022 Page 2 of 2

Analysis

South Pasadena Fire Department (SPFD) submitted a project proposal and requested funding in the amount of \$85,060 for the purchase of upgraded advanced life support (ALS) medical equipment. The MBAB ranked SPFD's proposal as a "high priority" and on February 7, 2022, approved the funding request. The approved proposal included the purchase of two Monitors. The requested equipment will enable SPFD apparatus to be fully equipped with ALS level response capabilities at all times.

The monitors will be a single source purchase from Zoll Medical Corporation (Zoll), pursuant to SPMC Section 2.99-29(11)(j), which authorizes the Council to waive purchasing procedures when in the opinion of the Council compliance with the procedure is not in the best interest of the City. The equipment provided by Zoll is equipped with proprietary software called "See through CPR" and "Real CPR". This technology allows paramedics to view the underlying heart rhythm of patients in full-cardiac arrest even while cardiopulmonary resuscitation (CPR) is being performed. The new equipment will also improve the level of care and patient survivability by eliminating the need for paramedics to temporarily stop CPR while the patient is being moved during transport. These unique features separate Zoll from other manufacturers and make these devices the best choice for pre-hospital treatment of cardiac patients in South Pasadena. SPFD currently utilizes this technology from Zoll on both the frontline and reserve apparatus.

Fiscal Impact

The approved equipment will be purchased from the Fire Department's Medical Supplies Account (101-5010-5011-8025). The purchases will require a budget amendment, to increase to Medical Supplies Account by \$85,060 and record the revenue in account number 101-0000-0000-5071-003.

Once the purchase of equipment has been executed, invoices shall be submitted to the County DHS EMS Agency for reimbursement. The invoices are to be submitted within 30 days of receiving the equipment. The County shall provide reimbursement within 90 days of receipt of completed invoices.

Commission Review and Recommendation

This matter was not reviewed by any Commission.

Attachments:

- Measure B Advisory Board Recommendations for 2021 Funding
- Pre-Hospital Emergency Medical Care Enhancement Program Memorandum of Agreement
- 3. Quote from Zoll Medical Corporation for two cardiac monitors

ATTACHMENT 1

Measure B Advisory Board Recommendations for 2021 Funding



To:

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

> Board of Supervisors HILDA L. SOLIS First District

HOLLY J. MITCHELL Second District

SHEILA KUEHL Third District

JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

February 7, 2022

Supervisor Holly J. Mitchell, Chair

Supervisor Hilda L. Solis Supervisor Sheila Kuehl Supervisor Janice Hahn Supervisor Kathryn Barger

From: Fesia A. Davenport

Chief Executive Office

MEASURE B ADVISORY BOARD RECOMMENDATIONS FOR SPENDING AVAILABLE UNALLOCATED 2021 MEASURE B FUNDS

On July 11, 2017, the Board of Supervisors (Board) approved a motion by Supervisors Barger and Hahn that directed the Chief Executive Office (CEO) to implement the Measure B Advisory Board (MBAB) to guide the Board on options and/or recommendations for spending unallocated Measure B funds. This is the third annual report to the Board regarding the work completed by the MBAB and recommendations for spending unallocated Measure B funds. In 2020, the MBAB process was suspended due to COVID-19.

BACKGROUND

In November 2002, voters in the County of Los Angeles (County) approved Measure B, which authorized the County to levy a special tax on building improvements to provide funding for the countywide system of trauma centers, emergency medical services, and for bioterrorism response throughout the County.

As directed in the July 11, 2017 Board motion, the MBAB will provide advice to the Board on options and/or recommendations for spending future unallocated Measure B funds. Actual allocation of funding will be solely at the discretion of the Board and contingent upon Board approval.

Each Supervisor February 7, 2022 Page 2

The MBAB is co-chaired by budget managers from the CEO Health and Mental Health Services Division and the County's Emergency Medical Services Agency (EMS) and includes one member from each of the following entities: Auditor-Controller, Department of Health Services (DHS), Department of Public Health, County of Los Angeles Fire Department, a representative of non-County trauma hospitals, as appointed by the Hospital Association of Southern California, the chair (or delegate) of the Los Angeles County Emergency Medical Services Commission, a surgeon practicing at a trauma hospital in the County as appointed by the Southern California chapter of the American College of Surgeons, and a registered nurse practicing in an emergency department of a designated trauma hospital in the County, as appointed by the California Nurses Association.

Proposals for the Measure B funding are submitted to the MBAB each year from April 1 through July 15 and are reviewed and ranked by the MBAB using a three-level ranking system. Additional information on the Measure B funding process can be found in Attachment I.

MEASURE B PROPOSALS FOR 2021

The MBAB received 39 funding proposals for consideration; however, one proposal was removed prior to the MBAB's review of the proposal submission, based on County Counsel's review and determination that the proposal was for expenditures not authorized for Measure B funding, and five proposals were withdrawn by the proposers, leaving 33 proposals for consideration. Of the 33 proposals submitted, many contained requests for multiple components resulting in the MBAB ranking 52 distinct projects.

The amount of Measure B unallocated funding available to fund these projects totaled approximately \$13.0 million. The 52 proposed projects totaling \$25,741,641 were considered by the MBAB members and then ranked based on their level of priority. The description of each proposal and their numeric ranking is included in Attachment II.

RECOMMENDATIONS

Based on the evaluation conducted by the MBAB and the \$13.0 million of funding available to cover the cost of these requests, the CEO is recommending that the Board approve one-time funding for all proposals receiving a ranking of 1.75 or higher, totaling approximately \$12.52 million, as shown on Attachment II. This would fund 28 of the 52 proposed projects. If the Board approves these recommendations, the CEO will work with EMS and the impacted County and non-County entities to implement these initiatives. Unless otherwise instructed by the Board by February 21, 2022, the CEO will work with the EMS and DHS to allocate funding as outlined herein, to the requesting

Each Supervisor February 7, 2022 Page 3

organizations. Final funding allocations will be approved as part of the Board's regular budget process.

If you have any questions concerning this matter, please contact me or Mason Matthews, Budget and Finance Division, at (213) 974-2395 or mmatthews@ceo.lacounty.gov.

FAD:JMN:MM MM:EB:cc

Attachments

c: Executive Office, Board of Supervisors

County Counsel
Auditor-Controller

Emergency Medical Services Agency

Fire

Health Services
Public Health

California Nurses Association

Hospital Association of Southern California

Southern California Chapter, American College of Surgeons

MEASURE B ADVISORY BOARD 10100 Pioneer Boulevard, Suite 200 Santa Fe Springs, CA 90670

Measure B Funding Process for Submitting Funding Proposals 2021

Background

Measure B is a special property assessment that was passed by the voters of Los Angeles County on November 5, 2002. This assessment is imposed upon all improvements (buildings) located in Los Angeles County and is added to Los Angeles County property taxes to provide funding for the Countywide System of Trauma Centers, Emergency Medical Services, and Bioterrorism Response.

The use of Measure B funds is restricted to four areas and authorized expenditures must fall within one of these areas:

Trauma	 Maintain all aspects of countywide system of trauma centers.
Centers	Expand system of trauma centers to cover all areas of the county.
	Provide financial incentives to keep existing trauma centers within the
	system.
	Pay for the costs of trauma centers, including physician and other
	personnel costs.
Emergency	Coordinate and maintain a countywide system of emergency medical
Medical	services.
Services	Pay for the costs of emergency medical services, including physician and
	other personnel costs.
Bioterrorism	Enable stockpiling of safe and appropriate medicines to treat persons
Response	affected by a bioterrorism or chemical attack.
	Train health care workers and other emergency personnel to deal with the
	medical needs of those exposed to a bioterrorism or chemical attack.
	Provide medical screenings and treatment for exposure to biological or
	chemical agents in the event of a bioterrorism or chemical attack.
	Ensure the availability of mental health services in the event of a terrorist
	attack.
Administration	Defray administrative expenses, including payment of salaries and
, (2),	benefits for personnel in the Los Angeles County Department of Health
	Services and other incidental expenses.
	Recover the costs of the special election in 2002.
	Recover the reasonable costs incurred by the county in spreading, billing and collection the costs incurred by the county in spreading, billing
	and collecting the special tax.

Submitting a Proposal

Proposals for Measure B funding can be submitted each year from April 15 through July 15 of that year. The proposals will be reviewed prior to the Measure B Advisory Board (MBAB) proposal review meeting,

to insure the proposed expenditures are authorized for Measure B funding. Any proposals for expenditures not authorized for under Measure B will be removed and the submitting entity will be notified of this action.

The MBAB will review and rank all submitted requests for Measure B funding with proposed expenditures that are authorized for Measure B at the MBAB proposal review meeting, typically scheduled in September of each year. If additional time is needed to review and evaluate the requests, another meeting will be scheduled typically later in September or in October of that year.

Below are the steps for submitting a proposal:

- Complete the Measure B Proposal form and submit it, along with any supporting documents, via mail or email to the Los Angeles County EMS Agency no later than 5:00 pm on July 15 of the year to allow adequate time for the proposals to be reviewed and distributed prior to the first MBAB proposal review meeting. Supporting documents include price quotations for equipment purchases, budget, and pertinent financial statements. Financial statements will be required for funding request to offset the operational loss for providing a specific service (e.g. Trauma Services). The financial statements must clearly show direct expenses incurred and revenue received and expected to be received from all sources (including subsidy and donations) for providing the service. For proposed new services or activities, a detailed budget must accompany the funding request, that includes a list of personnel, equipment, supplies and services costs, and an explanation of how these costs are determined. Additionally, when a request requires the hiring of personnel or incurring other long-term financial obligations (e.g. lease) for future years, the requesting entity must provide supporting documentation demonstrating how they will cover the personnel cost and these obligations if Measure B funding is not available in future years. Every requesting entities must provide a letter from the organization's Department Head/Executive Office approving the proposal submission.
- 2. Proposers are encouraged to attend the MBAB proposal review meeting(s) to provide a brief overview of their project, limited to two minutes and be available to answer any questions that the members of the MBAB may have related to their proposal. If a second meeting is also scheduled for review of proposals, the proposers are encouraged to also attend this meeting. The first meeting is typically scheduled in September of the year and if another meeting is needed, it will be scheduled typically later in September or in October of that year.
- After reviewing all eligible proposals, the MBAB members will rank score the projects while the
 proposers are in attendance. However, the ranking score given by the MBAB does not
 guarantee approval by the Board of Supervisors.

Evaluating and Rank Ordering of the Proposals

After reviewing all eligible proposals submitted for a given year, the MBAB will rank the proposals using a three-level ranking system. Each qualified proposal will be given a high priority (Score of 3), medium priority (Score of 2), or low priority (Score of 1) score. All MBAB members may vote on any proposals being considered, even if they are affiliated with the requesting entity, or has an interest in or will benefit from a proposal(s), unless it is deemed inappropriate by the MBAB Co-Chairs. The ranking will be done by each MBAB voting member providing a number ranking and an average score will be determined using all voting member rankings for each proposal.

When evaluating/ranking each proposal, the committee may take into consideration the following:

- Consistency with the original intent of Measure B
- Regional or system-wide application and impact
- Improves overall services of trauma, EMS or bioterrorism
- Addresses any major gap in the system to ensure access and health equity
- Feasibility of proposed project, given the available time and resources
- · Completeness of proposal

Board Consideration

A memo to the Board of Supervisors providing information on all the eligible proposals that were submitted and reviewed will be written by the Co-Chairs. The Board memo will highlight the amount of unallocated Measure B funding that is available and the rank order score of each proposal. It shall be the Board's sole discretion and decision on what proposals are to be funded, as well as the amount awarded.

Once a proposal is approved by the Board, additional processes may need to be implemented prior to disbursement of the funds. This includes entering into a written agreement with the County outlining the use of the funding and the timeframe for incurring expenses. Typically, any Measure B funds that are awarded should be expended within 12 months of award. All Measure B funding is awarded on a reimbursement basis, with the receiving entity incurring the expense and then submitting the claim or invoice to Los Angeles County - Department of Health Services / Health Services Administration Finance for reimbursement.

If you have any questions regarding submitting a proposal, please contact Kay Fruhwirth, EMS Agency Nursing Director at kfruhwirth@dhs.lacounty.gov or 562-378-1596.

MEASURE B ADVISORY BOARD PROPOSAL NAME/DESCRIPTION 2021

#	Proposal Name/Description	Funding Request	Ranking
	Requests Recommended for Funding		
1.	Hospital Association of Southern California (HASC) on behalf of the Non-County Trauma Hospitals requests funding to cover trauma program costs associated with operating a trauma center, specifically the cost of physician call coverage. The request is for \$6.9 million and is made up of approximately \$3,938,834 in Measure B funds for an inter-governmental transfer (IGT) and another \$2,961,166 in federal matching funds.	\$3,938,834	2.88
2.	Emergency Medical Services Agency requests funding for the Hospital Emergency Response Team (HERT) to cover supplies and training. The HERT is a valuable resource, which provides higher level care to critical trauma and medical patients in the field for situations in which delays getting to the Trauma Center would result in harm to the patient.	\$87,185	2.75
3.	Emergency Medical Services Agency requests funding for a Learning Management System and Instructional Design to improve EMS content delivery, distribute standardized learning content and efficiently track learner completion for the over 12,000 EMS personnel throughout Los Angeles County	\$228,100	2.63
4.	HASC on behalf of the Non-County Trauma Hospitals requests funding to cover trauma program costs associated with operating a trauma center, specifically the cost to support timely data collection, analysis, and performance improvement-patient safety (PIPS). The request is for \$3.9 million and is made up of approximately \$2,226,297 in Measure B funds for an IGT and another \$1,673,703 in federal matching funds.	\$2,226,297	2.38
5.	Los Angeles Fire Department Air Operations requests funding for Phase I implementation of Flight Data Monitoring (FDM). FDM technology integrates flight following tracking with aircraft's onboard systems, which provide real-time location and immediate notification to remote users in the event of aircraft systems warning or failure.	\$105,640	2.25
6.	Hawthorne Police Department requests funding to conduct Stop the Bleed training for 250 community members.	\$21,000	2.25
7.	PIH Health Whittier Hospital requests funding to replace the base station radio system.	\$164,704	2.25
8.	Compton Fire Department requests funding to purchase eight (8) Automated Emergency Defibrillators (AEDs) that are compatible with their monitor/defibrillators would improve the transition of care from basic life support to advanced life support.	\$25,110	2.13
9.	Los Angeles County Fire Department requests funding to expand their Assessment Engines, upgrading 44 engines to assessment engines.	\$1,734,960	2.13

#	Proposal Name/Description	Funding Request	Ranking
10.	HASC on behalf of the Non-County Trauma Hospitals requests funding to cover trauma program costs associated with operating a trauma center, specifically the cost for up-to-date education for credentialing of trauma center staff that support clinical patient care, data and performance improvement.	\$260,000	2.13
11.	Monterey Park Fire Department requests funding to purchase two (2) monitor/defibrillators in order to replace their aging units.	\$95,017	2.0
12.	Alhambra Fire Department requests funding to purchase eight (8) monitor/defibrillators in order to be placed on the frontline apparatus and Rescue Ambulances in their city.	\$340,000	2.0
13.	Downey Fire Department requests funding to purchase two (2) monitor/defibrillators and accessories in order to be placed on the frontline apparatus and Rescue Ambulances in their city.	\$91,563	2.0
14.	South Pasadena Fire Department requests funding to purchase three (3) monitor/defibrillators in order to replace their aging units.	\$85,060	2.0
15.	San Gabriel Fire Department requests funding to purchase three (3) monitor/defibrillators in order to be placed on the frontline apparatus and Rescue Ambulances in their city.	\$150,360	2.0
16.	Monrovia Fire Department requests funding to purchase two (2) monitor/defibrillators in order to place an additional paramedic assessment unit in service and update an existing unit.	\$89,000	2.0
17.	HASC on behalf of the Non-County Trauma Hospitals requests funding to cover the cost of doing Stop the Bleed community outreach.	\$520,000	2.0
18.	San Gabriel Fire Department requests funding to upgrade the three (3) monitor/defibrillators with Real BVM, RescueNet Live and Traumatic Brain Injury dashboard.	\$13,500	1.88
19.	Long Beach Health and Human Services request funding to lease a warehouse space and do the build out for use a local distribution site to support mass prophylaxis in a bioterrorism event to cover seven (7) months of lease payments.	\$764,416	1.88
20.	HASC on behalf of the Non-County Trauma Hospitals requests funding to cover the cost to deliver injury prevention programs within each trauma centers' community.	\$260,000	1.88
21.	Torrance Fire Department requests funding to purchase four (4) automated chest compression devices to be placed on the Paramedic Rescue Ambulances and ALS Paramedic Engines in their city.	\$79,424	1.75
22.	Torrance Fire Department requests funding to purchase two (2) power load stretcher for the BLS ambulances in their city.	\$110,515	1.75
23.	Redondo Beach Fire Department requests funding to purchase three (3) automated chest compression devices to be placed on the fire units in their city.	\$69,159	1.75
24.	Culver City Fire Department requests funding to purchase twenty-six (26) automated chest compression devices to be placed on fire units in the cities of Burbank, Monrovia, Montebello, Long Beach, Pasadena, Santa Monica and Culver City.	\$683,803	1.75

#	Proposal Name/Description	Funding Request	Ranking
25.	Monterey Park Fire Department requests funding to purchase one (1) automated chest compression devices to be placed on one fire unit in their city.	\$15,584	1.75
26.	El Segundo Fire Department requests funding to purchase three (3) automated chest compression devices to be placed on the fire units in their city.	\$60,510	1.75
27.	San Marino Fire Department requests funding to purchase one (1) power load stretcher for the Rescue ambulance in their city.	\$48,065	1.75
28.	The Regents of the University of California through the David Geffen School of Medicine Department of Emergency Medicine UCLA Center for Prehospital Care requests funding for an instructional designer to collaborate with EMS educators to curate lessons and create innovative, just-in-time online module content.	\$253,903	1.75
	Requests Not Recommended for Funding		
29.	Hawthorne Police Department requests funding to create a pilot simulation-based training program focused on improving the delivery of EMS care through the collaboration between law enforcement first responders and EMS transport agencies.	249,550	1.63
30.	Antelope Valley Hospital Trauma Program requests funding to purchase two (2) rapid infusers.	\$71,390	1.63
31.	St. Mary Medical Center Trauma Program requests funding to purchase one (1) ultrasound system.	\$49,789	1.63
32.	El Segundo Fire Department requests funding to purchase three (3) power load stretcher for the three paramedic transporting rescue ambulances in their city.	\$87,475	1.5
33.	San Gabriel Fire Department requests funding to purchase two (2) automated chest compression devices to be placed on the fire units in their city.	\$40,199	1.5
34.	Los Angeles Fire Department requests funding to purchase replacement decontamination equipment on their fire apparatus.	\$70,351	1.5
35.	HASC on behalf of the Non-County Trauma Hospitals requests funding to cover the cost of cover the cost of educating the public pertaining to trauma centers and trauma systems.	\$433,333	1.5
36.	Ronald Reagan UCLA Medical Center Trauma Program requests funding to purchase one (1) ultrasound system.	\$93,000	1.5
37.	Torrance Memorial Medical Center requests funding for the construction and development of a Simulation Lab.	\$227,755	1.5
38.	Antelope Valley Hospital Medical Center Forensic Services Unit requests funding to offset the cost of services that are not reimbursable such as forensic examinations for physical assault associated with child abuse and domestic violence.	\$282,250	1.5
39.	San Gabriel Medical Center Forensic Services Unit requests funding to offset the cost of services that are not reimbursable such as forensic examinations for physical assault associated with child abuse and domestic violence.	\$433,200	1.5

#	Proposal Name/Description	Funding Request	Ranking
40.	San Marino Fire Department requests funding to purchase one Combi Tool used to extricate trapped patients during traffic collisions and building collapse.	\$13,429	1.38
41.	Redondo Beach Fire Department requests funding to purchase one Utility Terrain Vehicle to deploy to mass gathering/special events.	\$46,567	1.38
42.	St. Mary Medical Center Trauma Program requests funding to purchase three (3) rapid infusers.	\$50,241	1.38
43.	Los Angeles Fire Department requests funding to purchase four (4) hazmat trailers and nine (9) radiation detectors to replace outdated equipment.	\$63,480	1.25
44.	Hawthorne Police Department requests funding to pay a program manager to run the simulation lab and organize simulation training with law enforcement and EMS.	\$60,000	1.25
45.	Ronald Reagan UCLA Medical Center Trauma Program requests funding to purchase one (1) rapid infuser to replace outdated equipment.	\$45,000	1.25
46.	Department of Health Services Housing for Health requests funding to cover the operational costs of the Sobering Center for one year.	\$5,070,000	1.25
47.	Los Angeles Fire Department requests funding to purchase four (4) box trucks to replace the existing decontamination trailers.	\$1,000,000	1.0
48.	St. Mary Medical Center Trauma Program requests funding to purchase one (1) set of skin graft handles.	\$961	1.0
49.	Torrance Memorial Medical Center requests funding to cover the salary cost for one year of a technician to manage the simulation laboratory.	\$105,000	1.0
50.	Torrance Memorial Medical Center requests funding to purchase disposable supplies that would be used in the simulation laboratory.	\$10,535	1.0
51.	Antelope Valley Hospital Medical Center Forensic Services Unit requests funding to assist in the development of a database software program and first responder and community training materials.	\$6,321	1.0
52.	San Gabriel Medical Center Forensic Services Unit requests funding to develop a database software program and fund a data programmer.	\$75,237	1.0

ATTACHMENT 2

Pre-Hospital Emergency Medical Care Enhancement Program Memorandum of Agreement

Agreement No.: H-709712

MEMORANDUM OF AGREEMENT

FOR

PREHOSPITAL EMERGENCY MEDICAL CARE ENHANCEMENT PROGRAM

into this MEMORANDUM O	F AGREEMENT (hereafter "MOA") is made and entered 1e, 2022,
By and between	COUNTY OF LOS ANGELES (hereafter "County"),
And	CITY OF SOUTH PASADENA FIRE DEPARTMENT (hereafter "Provider").
	Business Address:
	817 Mound Avenue South Pasadena, CA 91030

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health & Safety Code, § 1797, et seq., hereinafter referred to as the "Act"), the County has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (EMS Agency), an advanced life support (ALS) system for Emergency Paramedic Transportation Services; and

WHEREAS, under the California Health and Safety (H&S) Code, Division 2.5, Chapter 4, Article 1, Section 1797.204 the local EMS Agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, on November of 2002 the voters approved the Measure B ballot initiative that imposes an annual special tax upon all improved parcels, and used to financially support the Countywide System of Trauma Centers, Emergency Medical Services and Bioterrorism Response; and

WHEREAS, Provider presented a proposal to County's Measure B Advisory Board to fund the purchase of three (3) monitor/defibrillators to improve the delivery of prehospital emergency care services for funding consideration using unallocated Measure B funds; and

WHEREAS, on February 7, 2022, County's Board of Supervisors approved Provider's Measure B funding proposal for an amount of up to \$85,060 for the purchase of three (3) monitor/defibrillators; and

WHEREAS, the parties concur that this MOA, as executed, does not affect in any manner the Provider's present or future rights for the provision of its jurisdiction's prehospital emergency medical services under H&S Code Sections 1797.201 or 1797.224, and that this MOA is solely for the purpose of establishing terms and conditions for reimbursement by County to Provider for the purchase of approved equipment.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 SCOPE

- 1.1 Provider shall purchase, and for which County shall reimburse Provider with Measure B funding, three (3) monitor/defibrillators to improve the level of service and improvement of prehospital emergency care in order to efficiently and appropriately provide the delivery of emergency medical care to the sick and injured at the scene of an emergency within the County.
- 1.2 Provider shall be responsible for maintaining the equipment purchased under this MOA.
- 1.3 Provider agrees to utilize the monitor/defibrillators in a manner consistent with standards, policies, and procedures of the EMS Agency, and without regard to a patient's ability to pay.

2.0 TERM

- 2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director), or authorized designee. This MOA shall expire on June 30, 2023 unless sooner extended or terminated, in whole or in part, as provided herein.
- 2.2 In any event, this MOA may be terminated at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.

3.0 PAYMENT AND INVOICES

3.1 County's maximum reimbursement to Provider for the purchase of three (3) monitor/defibrillators shall not exceed Eighty-Five Thousand, Sixty Dollars (\$85,060).

- 3.2 County shall not reimburse Provider for the purchase of the monitor/defibrillators to the extent that Provider has received funding from any other grant or third-party source to offset the cost.
- 3.3 Provider shall submit copies of its vendor's invoice(s), with proof of Provider's payment, to the County that reflects and provides details for the purchase. Invoice(s) and proof of payment shall be forwarded to County via United States Postal Service, facsimile transmission, or e-mail transmission within thirty (30) days after payment to the vendor to the following address:

Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Attn: Adrian Romero, County's Project Director
562-941-2397

E-mail: <u>ARomero2@dhs.lacounty.gov</u>

3.3.1 County Approval of Invoices

All invoices submitted by the Provider for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

3.3.2 County shall reimburse Provider within ninety (90) days of receipt of complete and correct invoice(s), including Provider's purchase order(s) and proof of payment from Provider for allowable purchases.

3.4 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 3.4.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 3.4.2 The Provider shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 3.4.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

3.4.4 At any time during the duration of the MOA, the Provider may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

4.0 COUNTY ADMINISTRATION

- 4.1 Director shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA.
- 4.2 County's Project Director shall be responsible for ensuring that the objectives of this MOA are met and providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements. County's Project Director is:

Adrian Romero
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378-1595

E-mail: ARomero2@dhs.lacounty.gov

4.3 County shall notify Provider in writing of any change in the name of the County's Project Director.

5.0 PROVIDER ADMINISTRATION

5.1 Provider's Project Manager shall be responsible for Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Director on a regular basis. Provider's Project Manager is:

Daniel Dunn
City of South Pasadena Fire Department
817 Mound Avenue
South Pasadena, CA 91030
Telephone: (626) 403-7300

E-mail: ddunn@southpasadenaca.gov

5.2 Provider shall notify County in writing of any change in the name or address of Provider's Project Manager.

6.0 AMENDMENTS

For any change that affects the term or any conditions included under this MOA, an Amendment shall be prepared by County and then executed by Provider and by Director, or authorized designee.

7.0 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

County and Provider hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 6.0, and as legally sufficient evidence that such original signatures have been affixed to Amendments to this MOA, and as such, the parties need not exchange with each other the signed original Amendment(s).

8.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.0 INDEPENDENT PROVIDER STATUS

- 9.1 This MOA is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Provider. The employees and agents of one party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.2 Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Provider.
- 9.3 Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of Provider and not employees of County. Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Provider pursuant to this MOA.

10.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Provider's intentional, willful, or negligent acts and/or omissions arising from and/or relating to this MOA, except as to the sole intentional, willful, or negligent acts and/or omissions of the County Indemnitees.

11.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be either emailed, hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraphs 4.2 and 5.1, and copies to:

Julio C. Alvarado, Director
Los Angeles County Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services, or authorized designee, and Provider has caused this MOA to be executed on its behalf by its duly authorized officer(s), on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____for

Christina R. Ghaly, M.D. Director of Health Services

PROVIDER

CITY OF SOUTH PASADENA FIRE DEPARTMENT

By: Paul Klaale
Signature

Paul Riddle

Printed Name

Fire Chief

Title

APPROVED AS TO FORM: DAWYN R. HARRISON Acting County Counsel

By: Brian T Chu (Jun 6, 2022 15:50 PDT)

Brian T. Chu, Principal Deputy County Counsel

ATTACHMENT 3

Quote from Zoll Medical Corporation for Two Monitors

ZOLL

Quote No: Q 28188 Version: 10

ZOLL Medical Corporation

269 Mill Road

Chelmsford, MA 01824-4105 Federal ID# 84-2711626

> Phone: (800) 348-9011 Fext: (978) 421-0015 Email: esales@zoll.com

South Pasadena Fire Department 817 Mound Avenue South Pasadena, CA 91030

ZOLL Customer No: 130860

Dan Dunn 6264097300 ddunn@southpasadenaca.gov Curate No. D-28188

Version: 10.

Issued Date: March 23, 2022 Expiration Date: March 31, 2022

Terms: NET 30 DAYS

FOB: Destination Freight: Free Freight

Prepared by Bryan Pank EMS Territory Manager bpank@zoll;com +1 6179016565

tenn	Contract Reference	Part Nomber	Description	DIA	List Price	Adj. Price	Total Primy
7	949804	691-2321111-05	X Saries Advanced Monitor/Befürtlatur - 12-Lead ECG, Pacing, SpOZ, 2:CO2, BVIA, NIBP, CPR Expansion Pack. Includes: TBI Daskboard, 4 trace in mode display monitor deforillator/ printer, advisory signitims, advanced communications package (Wi-Fl Bluetooth, USB cellular modern capable) USB data transfer capable and large 6 Sin (16 Scm) diagonal screen. Accessories included MFC cable and CPR connector. A/C power cord. One (1) roll printer paper 6.6 Ah Li-lon hattery. Operators Manual, Outok Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help. Dashboard display of CPR Depth and Rate for Adult and Pediatric patients. Visual and audio prompts to coach CPR depth (Adult patient only). Returns but to ensure adequate release of the chest, Metronome to coach rate for Adult and Pediatric patients. See Thru © CPR at for Adult and Pediatric patients. See Thru © CPR at for Adult and Pediatric patients. See Thru © CPR at for Adult and Pediatric patients. Package 4-Leaf limb lead cable and monovible precorded 6-Leaf set): 2011. Noninvasive Pacing Technology. Real BVM Help. Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. Acquired Cable included (Acquired disposable sensors sold separately). Welch Alyn NIBF with Smartouff 10 for Dual Lumen hope and SureBP Reusable Adult Medium Coff - Masimo Pulse Oximetry with Signal Extraction Technology (SET). Rainbow SET®.	72	841,774,25	\$35,508 11	ST 616 22
2.	D49804	9000-0895	Gulf Kit with Welch Allyn Small Adult, Large Adult and Thigh Duffs	2	2157 50	3133.87	\$267 7

ZOLL.

ZOLL Medical Corporation 269 Mill Road

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

South Pasadena Fire Department Outle No: 0-28188 Version: 10

tem	Contract Reference	Part Number	Description	DEY	Liet Pylice	Adj. Frice	Total Prim
3	949804	B000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Caple	2	5252.35	5200 90	\$401 HD
9	899707	8000-000459	M-LNGS DCI Reusable Senstu	2	\$303.85	\$280.93	\$261.86
5	899707	8000-0580-01	Six hour rechargeable Smart leathery	*	\$519.75	3395 01	51 580.04
6		8000-000393-01	X Series Carry Case, Premium	2	\$350.00	\$350.00	\$700.00
7.	949804	8000-002005-01	Cable Staeve, Propag I & Series, ZOLL Blue	2	552.46	240'81	581 82
A		8778-89004-PP	X Series - Precision Service Plan - d Years At. Time of Sale Includes Annual preventive maintenance, 24% discount on new cables, 24% discount on lithium SurePower Batteries, discount on perumeter upgrades, and parts Manip; labor on homes! wear and tear: Shipping and use of a Service Loaner during repairs, no thargs shipping, Extanded warranty is a continuation of the EMS One Year Product Limited Warranty.	2	\$5,130,00	34.617.00	\$9.234 DA
9	949804	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 paidicass	1	\$605.64	8462,16	\$452 11
10	899707	8000-000372	reinbow® BCI-P® 5pQ2/SpCD/Sp#et Pediatric Reveable Sensor	. 3	\$870.35	\$661.47	\$1.322.94
3,6	899707	B000-001 (28	Accuyant Flow Tube (Bux 57 10)	.3	\$543.75	5489.25	\$1,467.78
1.2		6008-9901-61	ZOLL X Series Trade in Allowance [EMS Group] See Trade Unit Considerations	100		(00.000.82)	(\$16,008 (6)

Suptotal: 377.016 33

Estimated Tax:

\$7,972 55

Total

164,889.01

Contract Reference	Description
899707	Reflects Service Contract Precision X Series Modifier 2020 contract pricing. Notwithstanding anything to the contrary hering the terms and conditions set forth in Service Contract Precision X Series Modifier 2020 shall apply to the customers purchase of the products set forth on this quote.
949864	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary barin, the terms and conditions set forth in MPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

ZOLL

South Pasadena Fire Department Quote No: Q-28168 Version: 10

ZOLL Medical Corporation

269 Mill Road Chelmstord, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (976) 421-0019 Email: esales@zoll.com

Trade-in values valid through March 31, 2022 if all equipment purchased is in good operational and coercide condition and includes all standard accessories. Trade-in values are dependent on the quantity and configuration of the ZOLL devices fisted on this quotation. Customer assument responsibility for shipping trade-in adulpment at the quantities listed on the trade-in entering the purchased of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"); those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be themed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1. This Quote expires on March 31, 2022. Pricing is subject to change after this date
- 2. Applicable tax, shipping & handling will be added at the time of invoicing.
- 3. All purchase orders are subject to credit approval before being accepted by ZOLL
- 4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fex to 979-921-0015
- 5. All discounts from list price are contingent upon payment within the agreed upon terms.
- Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

1 Tax Exempt Entity (Tax Exempt Certificate must be provided to 2011)

Taxable Enlity (Applicable lax will be applied at time of invoice)

BILL TO ADDRESS		SHIP TO ADDR	
Name/Department:	City of South Pasadena / Fire Ven	Name/Departme	ent City of South assistance Fire Dopt
Address:	817 Mound Huenne	Address:	SIT MOUNT MENUE
City / State / Zip Cor	de For th Misculation CAT 90030	City / State / Zip	Code: South Assudance SH 91036

is a Purchase Order (PO) required for the purchase and/or payment of the products listed on INS quotation?

(X) Yes PO Number 23001 PO Amount: 84,989.01

(A copy of the Purchase Order must be included with this Quote when returned to 2.0(1)

! No IPlease complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to blind the party for which he or she is signing to the terms and prices in this quotation.

South Pasadena Fire Department Authorized Signature:

Name:

PAUL ROBGE

THE

2/22/22

Page 3 of 4



South Pasadena Fire Department Quote No; Q-28188 Version: 10

ZOLL Medical Corporation 269 Mill Road

269 Mill Road Chelmsford, MA 01824-4105 Faderal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com



City Council Agenda Report

ITEM NO. 17

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager #

PREPARED BY:

Cathy Billings, Library Director

SUBJECT:

Approval of Resolutions and Related Matters for the Library

Special Tax

Recommendation

It is recommended that the City Council:

- Approve language and terms of the ballot measure to be presented to voters to extend the Library Special Tax to be effective on July 1, 2024 and remain in effect until otherwise terminated by majority vote of the electorate in South Pasadena; and
- 2. Adopt a resolution related to the November 8, 2022, General Municipal Election:
 - Submitting to the voters a question relating to the extension of the Library Special Tax Measure on the November 8, 2022 General Municipal Election ballot;
 - b. Directing the City Attorney to prepare an impartial analysis of the Library Special Tax Measure;
- 3. Approve requesting the County of Los Angeles to designate the measure (Measure) as Measure L (for library), with second alternative Measure LL, and third alternative Measure B (for "book"); and
- 4. Adopt a Resolution consolidating the General Municipal Election with the November 8, 2022 Countywide Election.

Background

The Library Special Tax has been continuously in effect for nearly 30 years. First adopted in 1994, it was subsequently extended by the voters in 1999, 2005, and 2009. The tax rates established in 1994 remained unchanged through those renewals. In November 2015, voters again approved the extension of the Tax, but with the inclusion of a 33% increase to the base rate and the addition of an annual adjustment based on any increase in the Los Angeles Consumer Price Index. It is codified at South Pasadena Municipal Code section 2.89 *et seq.* as the South Pasadena Library Special Tax Ordinance.

The extension approved by voters in 2015 is in effect through June 30, 2024. Although this expiration date is two years away, since General Municipal Elections are held every

Measure to Extend the Library Special Tax July 20, 2022 Page 2 of 4

two years, the Library Special Tax would expire prior to the next regularly-scheduled General Municipal Election in November 2024, and so the question of renewal must be placed before the voters in November 2022. On May 26, 2022, the Library Board of Trustees voted to recommend that the City Council place a ballot measure on the November 2022 General Election to extend the Library Special Tax until terminated by a majority of the voters.

At the June 15, 2022 City Council Meeting, the City Council voted unanimously to accept the Library Board of Trustees recommendation to place a measure on the November 8, 2022 General Municipal Election ballot asking voters to extend the Library Special Tax, effective on July 1, 2024, and that the tax remain in effect until otherwise terminated by majority vote of the electorate in South Pasadena. The City Council directed staff to bring back a ballot measure amending the term of the tax ordinance in this manner.

The deadline to submit a ballot measure for the November 8, 2022 General Municipal Election is August 12, 2022. Ballot measure questions may not exceed 75 words. The deadline to submit arguments for or against the measure shall be set by the City Clerk. Arguments may not exceed 300 words.

Analysis

Proposed language for the ballot measure to extend the Library Special Tax is as follows:

"To maintain funding for the operation and maintenance of the South Pasadena Public Library, including technology upgrades, resources for students, and programs such as family story time and summer reading, shall an ordinance be adopted extending South Pasadena's Library Special Tax, which is due to expire on June 30, 2024, to remain in effect until otherwise terminated by a majority vote of the South Pasadena electorate."

Proposed text amendment to the Article VI "Library Special Tax" is only proposed to be a change to section 2.89-6, as follows:

2.89-6 Term.

The library special tax provided for herein may be levied annually until June 30, 2024. Such levy may only be extended with the approval of two-thirds of the electors of the city voting upon the extension terminated by majority vote of the electorate in South Pasadena at a municipal election.

All other terms of the existing ordinance, including the rate of tax, remain unchanged.

Measure to Extend the Library Special Tax July 20, 2022 Page 3 of 4

Consistent with past practice, staff is recommending that City Council allow any arguments in favor of the Measure to be authored by the community group sponsoring the Measure, "South Pasadena Loves Our Library Committee for Measure L 2022". The committee is a privately funded grassroots group of community volunteers focused on maintaining high-quality library services in South Pasadena. In 2015, the "We Love Our Library: Yes on Measure L" committee authored the official argument in favor of the Library Special Tax. By City Council not choosing to prepare an argument itself, and not selecting a councilmember to prepare an argument on its behalf, the sponsor or promoter of the Measure has priority for preparation of such argument. (Election Code section 9287(a)(2)). Deadlines to submit arguments in support of and in opposition to the Measure and rebuttals will be communicated to the public.

The City Clerk shall cause notice of the Measure to be published in accordance with California Elections Code section 12111.

The Measure shall be designated by letter by the Los Angeles County Registrar pursuant to California Elections Code section 13116. It has been recommended that the City Council request the County of Los Angeles to designate the Measure as Measure L (for Library), with second alternative Measure LL (for Library), and third alternative Measure B (for "Book").

Impartial Analysis shall be prepared Pursuant to California Elections Code Section 9280 by the City Attorney showing the effect of the Measure on the existing law and the operation of the Measure. The analysis shall not exceed 500 words and shall contain a statement that the Measure was placed on the ballot by the City Council. The City Attorney shall transmit the impartial analysis to the City Clerk by a deadline established therefor by the Los Angeles County Registrar.

On June 15, 2022, the City Council called for a General Municipal Election (Reso. 7767). A resolution also requested the County of Los Angeles to undertake certain actions in respect to such election under Elections Code 10003 (Reso. 7768). A resolution consolidating the two elections under Elections Code 10403 is also required and is presented here for adoption as Attachment 2.

Fiscal Impact

There are costs associated with putting a measure before the voters. It is less expensive to put a measure on a general election ballot than to conduct a special election. General Municipal Election costs are based on the number of jurisdictions participating in the election and the number of measures on the ballot. The County provides cost estimates for the general election to jurisdictions in the month of August. The City of South Pasadena Fiscal Year 2022-2023 budget includes \$155,000 for expenses relating to the November 8, 2022 General Municipal Election, including consulting services and election management services from the Los Angeles County Registrar-Recorder/County Clerk. The last General Municipal Election in November 2020, which included three council seats and one measure, cost the City \$85,000. For

Measure to Extend the Library Special Tax July 20, 2022 Page 4 of 4

the 2019 special election that included two measures, the County invoiced the City \$172,492.

Alternatives Considered

If the City Council considers to not adopt the attached resolution placing the Measure on the ballot, the current tax is scheduled to expire on June 30, 2024. An alternative to allowing the majority vote to remove the tax by setting the tax for a term of years was considered and rejected by the City Council on June 15, 2022.

Community Outreach

The Library maintains a "Library Parcel Tax" webpage that provides information about the Library Special Tax, and will publish a Frequently Asked Questions about the Tax to be made available to the public online and in hardcopy. Other materials that educate the community about the programs and services the library offers will be distributed to the public.

The independent "South Pasadena Loves Our Library Committee for Measure L 2022" is undertaking community outreach about the Measure.

Commission Review and Recommendation

The Library Board of Trustees considered the question of the extension of the Library Special Tax at their regular meeting on May 12, 2022 and at a special meeting on May 26, 2022. They voted unanimously to recommend to City Council that a measure be placed on the November 8, 2022 General Municipal Election ballot asking voters to continue the duration of the South Pasadena Library Special Tax until terminated by a majority vote of the electorate in South Pasadena.

Attachments:

- Resolution of the Extension of the Library Special Tax Measure on the November 8, 2022 General Municipal Election ballot and Directing the City Attorney to Prepare an Impartial Analysis
- 2. Resolution consolidating the General Municipal Election with the November 8, 2022 Countywide Election

ATTACHMENT 1

Resolution of the Extension of the Library Special Tax Measure on the November 8, 2022 General Municipal Election ballot and Directing the City Attorney to Prepare an Impartial Analysis

CITY OF SOUTH PASADENA RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE RELATING TO EXTENSION OF THE LIBRARY SPECIAL TAX ORDINANCE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, AS CALLED BY RESOLUTION NO. 7767

WHEREAS, the City and is residents value the South Pasadena Library and its commitment and significant contributions to community education programs, literacy, lifelong learning, access to technology and closing the digital divide;

WHEREAS, a special tax to support the City of South Pasadena Public Library (Library) is codified at section 2.89 through 2.89-10 of Article VI of Chapter 2 of the South Pasadena Municipal Code as the South Pasadena Library Special Tax Ordinance;

WHEREAS, the Library Special Tax Ordinance was first approved in 1994, and has been renewed by the voters four times since then;

WHEREAS, unless it is renewed again by the voters, the authority to levy the Library Special Tax will expire on June 30, 2024, and a major funding source dedicated to the Library's maintenance, operating and administrative costs will disappear;

WHEREAS, the City Council desires to submit to the voters at the election the question relating to extension of the Library Special Tax;

WHEREAS, a General Municipal Election has been called by the City of South Pasadena, under the provision of laws relating to General law Cities in the State of California, to be held on Tuesday, November 8, 2022, by Resolution No. 7767, adopted on June 15, 2022;

WHEREAS, at its June 15, 2022 City Council meeting, the Council directed staff to bring resolutions to the City Council to place a measure on the November 8, 2022 General Municipal Election ballot asking the voters whether the levy of the Library Special Tax should be extended until terminated by a

majority vote of the electorate, and now desires to submit to the voters such question relating to the extension of the Library Special Tax;

WHEREAS, the revisions to the Library Special Tax Ordinance proposed by the City Council are limited to making the tax effective until terminated by the voters. All other restrictions on this tax in the South Pasadena Municipal Code will remain in effect and unchanged; all current exemptions to this tax will remain in place and unchanged; and revenue collected through the tax will continue to be used only to pay Library maintenance and operations costs, and such other restricted uses identified in the current ordinance. The tax must be decreased if the City Council does not also support Library costs with sufficient revenue from the City's General Fund, and any surplus Library tax revenue left over from the previous fiscal year must be considered when the City levies this Library Special Tax in the current fiscal year.

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

SECTION 1. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election on November 8, 2022, the following question:

To maintain funding for the operation and maintenance of the South Pasadena Public Library, including technology upgrades, resources for students, and programs such as family story time	YES
and summer reading, shall an ordinance be adopted extending South Pasadena's Library Special Tax, which is due to expire on June 30, 2024, to remain in effect until otherwise terminated by a majority vote of the South Pasadena electorate?	NO

SECTION 2. That the proposed complete text of the measure (Ordinance) submitted to the voters is attached as Exhibit "A."

SECTION 3. That the vote requirement for the measure to pass is 2/3 of the votes cast (66.6% of votes cast) of the City's qualified electors.

SECTION 4. That in all particulars not recited in this resolution, the

election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. The election on this measure shall be held, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, the returns made, and a result ascertained and determined, and all other proceedings conducted in connection with the election, under the regulations of the Registrar of Voters of Los Angeles County, in accordance with the provisions of the law governing general municipal elections in general law cities

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law. The City Clerk is hereby directed to file a certified copy of this resolution, and all related resolutions as necessary, with County of Los Angeles Board of Supervisors and the County Election Department of the County of Los Angeles.

SECTION 7. That the City Clerk shall request a letter designation for the above-reference Measure from the Registrar-Recorder/County Clerk of the County of Los Angeles.

SECTION 8. That the City agrees to reimburse the Los Angeles County Registrar-Recorder/County Clerk for all expenses incurred for services requested by the Resolution.

SECTION 9. Pursuant to Elections Code section 9286, the City Clerk is authorized and directed to fix and determine a reasonable date prior to the election for the submission to the City Clerk of argument in favor of or against the Measure. The arguments shall comply with Elections Code Sections 9282 and 9283. Neither this City Council nor any member of the City Council is authorized by this City Council to submit an argument for or against this Measure by the City Council. Pursuant to Elections Code section 9287(b), if more than one argument is submitted for or against the Measure, the City Clerk shall give preference and priority in the manner therein enumerated. The City Council recognizes South Pasadena Loves Our Library Committee for Measure L as the association of citizens who are the sponsors or proponents of this measure. Any written argument for or against the measure may not exceed 300 words, must be accompanied by the printed name(s) and signature(s) of the author(s) submitting the argument, pursuant to Elections Code Section 9282. No more than five signatures shall appear with any argument. If any argument is signed by more than five authors, then the signatures of the first five shall be printed; and

SECTION 10. That the City Council directs the Chief Deputy City Clerk to transmit a copy of the Measure to the City Attorney, unless the organization or salaries of the Office of the City Attorney are affected.

- a. The City Attorney shall prepare an impartial analysis of the Measure not exceeding 500 words showing the effect of the Measure on the existing law and the operation of the Measure and shall contain a statement that the measure was placed on the ballot by the City Council. If the Measure affects the organization or salaries of the Office of the City Attorney, the Chief Deputy City Clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the City.
- c. In the event that the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less that 10-point type, the following: "The above statement is an impartial analysis of Measure [XX]. If you desire a copy, please call the election official's office at (626) 403-7230, and a copy will be mailed at no cost to you."
- d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 11. The City Clerk shall cause notice of the measure to be published in accordance with California Elections Code section 12111; and

SECTION 12. The measure shall be designated by letter by the Los Angeles County Registrar pursuant to California Elections Code section 13116. The City Council request the County of Los Angeles to designate the Measure as Measure L (for Library), with second alternative Measure LL (for Library), and third alternative Measure B (for "Book"); and

SECTION 13. The City requests the Elections Official publish only the following portions of this Resolution as the measure text to be published in the Voter's Pamphlet: The Title of this Resolution, all "Whereas" clauses, Sections 1 through 4 above, and the adoption block and signatures/attestations provided below.

SECTION 14. That the City Clerk shall certify to the passage and adoption of this Resolution, which shall become effective immediately upon its adoption, and enter it into the book of original Resolutions.

PASSED, APPROVED	AND ADOPTED ON this 20" day of July, 2022.
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Michael A. Cacciotti, Mayor
ATTEST:	APPROVED AS TO FORM:
	<u></u>
Christina A. Muñoz Deputy City Clerk	Andrew L. Jared, City Attorney

Exhibit "A"

ORDINANCE NO.

AN ORDINANCE OF THE PEOPLE
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AS APPROVED BY THE CITY'S ELECTORS AT THE
GENERAL MUNICIPAL ELECTION HELD
NOVEMBER 8, 2022, TO EXTEND THE EXISTING LIBRARY
SPECIAL TAX FROM JULY 1, 2024 TO REMAIN IN EFFECT
UNTIL OTHERWISE TERMINATED BY MAJORITY VOTE OF
THE ELECTORATE IN SOUTH PASADENA

NOW THEREFORE, The People of the City of South Pasadena ordain as follows:

SECTION 1. Extension of Special Library Tax. Section 2.89-6 of Article VI "Library Special Tax" of the South Pasadena Municipal Code is amended to read as follows:

2.89-6 Term.

The library special tax provided for herein may be levied annually until terminated by majority vote of the electorate in South Pasadena at a municipal election.

SECTION 2. All other terms of sections 2.89 through 2.89-10, Article VI "Library Special Tax" of the South Pasadena Municipal Code shall remain unchanged.

SECTION 3. If any section, subsection, part, clause, sentence or phrase of this ordinance or the application thereof is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the validity of the remaining portions of this ordinance, the application thereof and the tax related shall not be affected thereby, but shall remain in full force and effect, it being the intent of the People to adopt each and every section, subsection, part, clause, or phrase regardless of whether any other section, subsection, part, clause, or phrase or the application thereof is held to be invalid or unconstitutional.

SECTION 4. This ordinance shall take effect the date the results of the November 8, 2022 General Municipal Election are certified, no more than 30 days following the election, but only if the ordinance receives approval from at

least two-thirds of the qualified electors voting on the ballot measure regarding this ordinance.
I HEREBY CERTIFY the foregoing ordinance was passed by% of voters who voted on the Measure (results) at the General Municipal Election held in the City of South Pasadena on November 8, 2022.
City Clerk (seal)

ATTACHMENT 2

Resolution Consolidating the General Municipal Election with the November 8, 2022 Countywide Election

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION; AND TO REQUEST THAT THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER FULL SERVICES TO THE CITY OF SOUTH PASADENA RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

WHEREAS, a General Municipal Election has been called by the City of South Pasadena to be held in the City of South Pasadena on November 8, 2022; and,

WHEREAS, a Statewide General Election to be held in the County of Los Angeles has been or will be called to be held on November 8, 2022; and,

WHEREAS, it is desired, pursuant to the authority found in California Elections Code section 10403, to consolidate said General Municipal Election with said Statewide General Election to be held in the County of Los Angeles;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:

SECTION ONE: The Board of Supervisors of the County of Los Angeles is hereby respectfully requested to order the consolidation of said General Municipal Election to be held on November 8, 2022, with the Statewide General Election to be held in the County of Los Angeles on November 8, 2022.

SECTION TWO: The Board of Supervisors of the County of Los Angeles is hereby further respectfully requested to place upon the same ballot as that provided for said Statewide General Election to be held in the County of Los Angeles on 8, 2022, the following to be submitted to the electors of the City of South Pasadena at said General Municipal Election:

- Names of the candidates for the office of Councilmember, 4th District, Full Term (Four (4) Years);
- 2. Names of the candidates for the office of Councilmember, 5th District, Full Term (Four (4) Years);
- 3. Names of the candidates for the office of Treasurer, At-Large, Full Term (Four (4) Years); and

4. A measure to amend the South Pasadena Library Special Tax Ordinance.

SECTION THREE: The City of South Pasadena acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code.

SECTION FOUR: The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to canvass the returns of said General Municipal Election.

SECTION FIVE: The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to authorize and permit the Registrar-Recorder/County Clerk of the County of Los Angeles to:

- a) Print and supply ballots for said City of South Pasadena General Municipal Election;
- b) Mail the City's sample ballots and candidate statements of qualifications to the electors of the City of South Pasadena as part of the same material that will be mailed to the voters of the Statewide General Election to be held in the County of Los Angeles;
- c) Perform such other services as may be required for the consolidation and conduct of said City of South Pasadena General Municipal Election with said Statewide General Election to be held in the County of Los Angeles.

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

SECTION SEVEN: The City shall reimburse the County of Los Angeles in full for the services performed on behalf of the City upon the presentation of a bill by the County.

SECTION EIGHT: The City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk of the County of Los Angeles.

PASSED, APPROVED AND ADOPTED on this 20th day of July, 2022.

		Michael A. Cacciotti, Mayor
ATTEST:		
	City Clerk	

APPROVED AS TO FORM:			
Andrew L. Jared, City Attorney			



City Council Agenda Report

ITEM NO. 18

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

H. Ted Gerber, Director of Public Works

SUBJECT:

Adopt a Resolution Reestablishing the Street Name of

Hawthorne Street and Update the Railroad Alley Street Signs

Recommendation

It is recommended that the City Council:

1. Adopt a resolution to reestablish the street name of Hawthorne Street for the roadway currently signed as 'Railroad Alley'; and

2. Direct staff to update the 'Railroad Alley' street signs to 'Hawthorne St' signs.

Background

This item is concerning a roadway in the City of South Pasadena located along the south side of the Metro Gold Line railway tracks, bounded by Pasadena Avenue on the west side and by Indiana Avenue on the east side. In late 2021, residents and owners for the properties along this roadway contacted a City Councilmember and City staff requesting correction of an issue with the roadway's street signs. At present, the western and eastern ends of the roadway display street signs labeled as 'Railroad Alley', however, the historic name for this roadway is 'Hawthorne Street'. The residents and owners who contacted City officials are requesting that the 'Railroad Alley' sign be removed and replaced with the former 'Hawthorne Street' signs.

Analysis

Research conducted by City staff has determined that this section of roadway was referred to as 'Hawthorne Street' as recently as fifteen years ago – which was confirmed by a long-term resident. Though the street signs at the roadway ends display 'Railroad Alley', for all intents and purposes, the street is still named 'Hawthorne Street'.

The Los Angeles County Assessor's office refers to this roadway as Hawthorne Street, and not 'Railroad Alley'. Attachment 2 provides an excerpt of the LA County Assessor's mapping system, which shows 'Hawthorne Street' as the roadway name. It is noted that the 'Railroad Alley' label is visible in the background of the map. Attachment 3 provides a LA County Assessor index map dated in 2006, which does not display 'Railroad Alley'. It is staff's understanding that at some point, a parcel map was submitted by the City, provided as Attachment 4, which labels the subject roadway as 'Railroad Alley'.

Reestablish Street Name of Hawthorne St. & Update Railroad Alley Street Signs July 20, 2022 Page 2 of 3

However, it seems that the name of the roadway was not formally changed. This is most apparent to the public when using a digital map service that is propagated by LA County data, for example Google Maps. For a number of addresses along this roadway, Google Maps erroneously represents the locations twice – once for 'Railroad Alley' and once for 'Hawthorne Street'. Google Maps also labels the street as 'Railroad Alley,' similar to the parcel map in Attachment 4. City staff discussed this issue with LA County Assessor Mapping Services, and was informed that submitting a revised map to their department would resolve the issue. It should be noted that a search for 'Railroad Alley' in the Los Angeles County Assessor system does produce any results, as the roadway is only referred to as 'Hawthorne Street'. City staff have confirmed with property owners along the roadway that their property titles list 'Hawthorne Street' as the property street name, and not 'Railroad Alley.'

The exclusive use of 'Hawthorne Street', and not 'Railroad Alley' is also consistent with other commonly used addressing systems. City staff have confirmed with the South Pasadena United States Postal Service Office that mail will not be delivered to 'Railroad Alley,' and mail sent to the properties fronting this roadway must be addressed to 'Hawthorne Street'. In addition, City staff have confirmed that utility services, such as Spectrum and South Pasadena utility billing, refer to 'Hawthorne Street' as the service address, and not 'Railroad Alley'.

This incorrect naming affects seven parcels with odd-numbered addresses fronted on the 'Railroad Alley' roadway, one of which is a parking lot with no registered address. Most parcels in this location along the south side of 'Railroad Alley' are fronted on the parallel roadway to the south, Monterey Road. The 'Hawthorne Street' roadway to the north of the Metro Gold Line railway tracks only utilizes even-numbered address numbers, and therefore, there is no conflict between the address assignments. Split roadways with even and odd numbered addresses on either side of a wide median are common in South Pasadena, including Fair Oaks Avenue, Huntington Drive Street, and Pasadena Avenue. Furthermore, the Metro Gold Line divides other roadways in LA County, where the street name is the same on both sides of the railway tracks, such as Marmion Way in the City of Los Angeles.

A petition submitted by residents and property owners to the City to replace the 'Railroad Alley' street signs with 'Hawthorne Street' signs is provided Attachment 5.

Fiscal Impact

Sufficient funds are available for street sign replacement in the Public Works Street Maintenance Special Department Expense Account No. 230-6010-6116-8020-000.

Environmental Analysis

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

Reestablish Street Name of Hawthorne St. & Update Railroad Alley Street Signs July 20, 2022 Page 3 of 3

Attachments

- 1. Proposed Resolution
- 2. Los Angeles County Assessor System Map
- 3. Los Angeles County Assessor Index Map
- 4. Los Angeles County Assessor Parcel Map
- 5. Petition from Property Owners and Residents

ATTACHMENT 1Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REESTABLISING THE STRET NAME OF HAWTHORNE STREET

WHEREAS, a roadway in the City of South Pasadena along the south side of the Metro Gold Line railway tracks, bounded by Pasadena Avenue on the west side and bounded by Indiana Avenue on the east side, is demarcated with street signs as 'Railroad Alley;' and

WHEREAS, most parcels along the south side of 'Railroad Alley' are fronted on the parallel roadway to the south, Monterey Road, and only seven parcels are fronted on 'Railroad Alley', one of which is a parking lot; and

WHEREAS, City staff have confirmed with the Los Angeles County Assessor's office that this roadway is referred to as 'Hawthorne Street', and not 'Railroad Alley'; furthermore, a search for 'Railroad Alley' in the Los Angeles County Assessor system does not produce any results; and

WHEREAS, City staff have confirmed with property owners along the roadway that their property titles list 'Hawthorne Street' as the property address, and not 'Railroad Alley'; and

WHEREAS, City staff have confirmed with the South Pasadena United States Postal Service Office that mail will not be delivered to 'Railroad Alley,' and mail sent to the properties fronting this roadway must be addressed to 'Hawthorne Street'; and

WHEREAS, City staff have confirmed that utility services, such as Spectrum and South Pasadena utility billing, refer to 'Hawthorne Street' as the service address for buildings fronted along 'Railroad Alley'; and

WHEREAS, City staff have confirmed with long-term residents on the roadway that the sign displaying 'Railroad Alley' is relatively new, placed sometime in the last 15 years; and

WHEREAS, Residents and property owners have submitted a petition to the City to replace the 'Railroad Alley' street signs with 'Hawthorne Street' signs.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The street signs displaying 'Railroad Alley' at Pasadena Avenue and Indiana Avenue will be replaced with signs displaying 'Hawthorne

Street' Public Works staff will work with the Los Angeles County Assessor to update their mapping services to reflect this correction.

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

PASSED, APPROVED, AND ADOPTED ON this 20th day of July, 2022

	Michael A. Cacciotti, Mayor
ATTEST:	APPROVED AS TO FORM:
Christina Muñoz, Deputy City Clerk	Andrew Jared, City Attorney
I HEREBY CERTIFY the foregoin City Council of the City of South Pasade on the 20th day of July, 2022, by the foll	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
Christina Muñoz Deputy City Clerk	

Los Angeles County Assessor System Map

Property Assessment Information System

Home

Find a property:





By Assessor ID (AIN)

By Address

Find a location:





Locate Intersection

Locate Me

Zoom to a location, then click on the map for parcel information

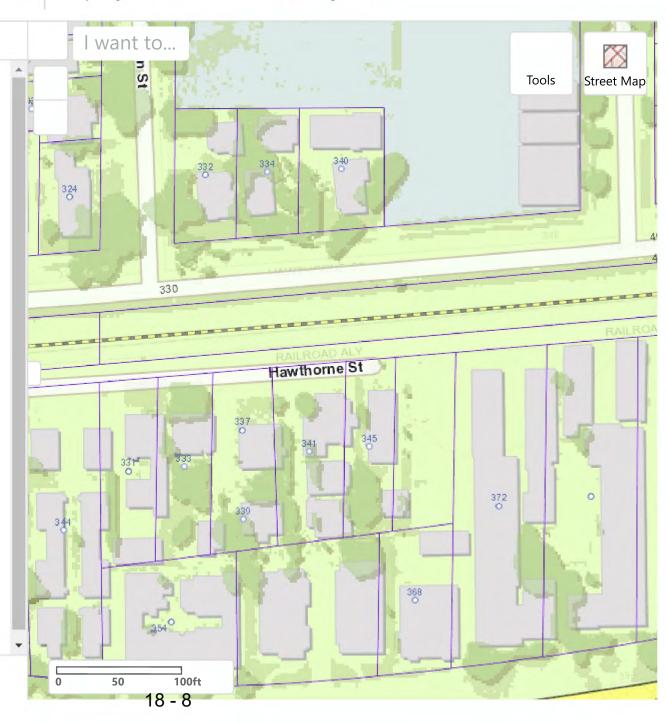
Browser compatibility and other FAQs Feedback

Disclaimer (hide)

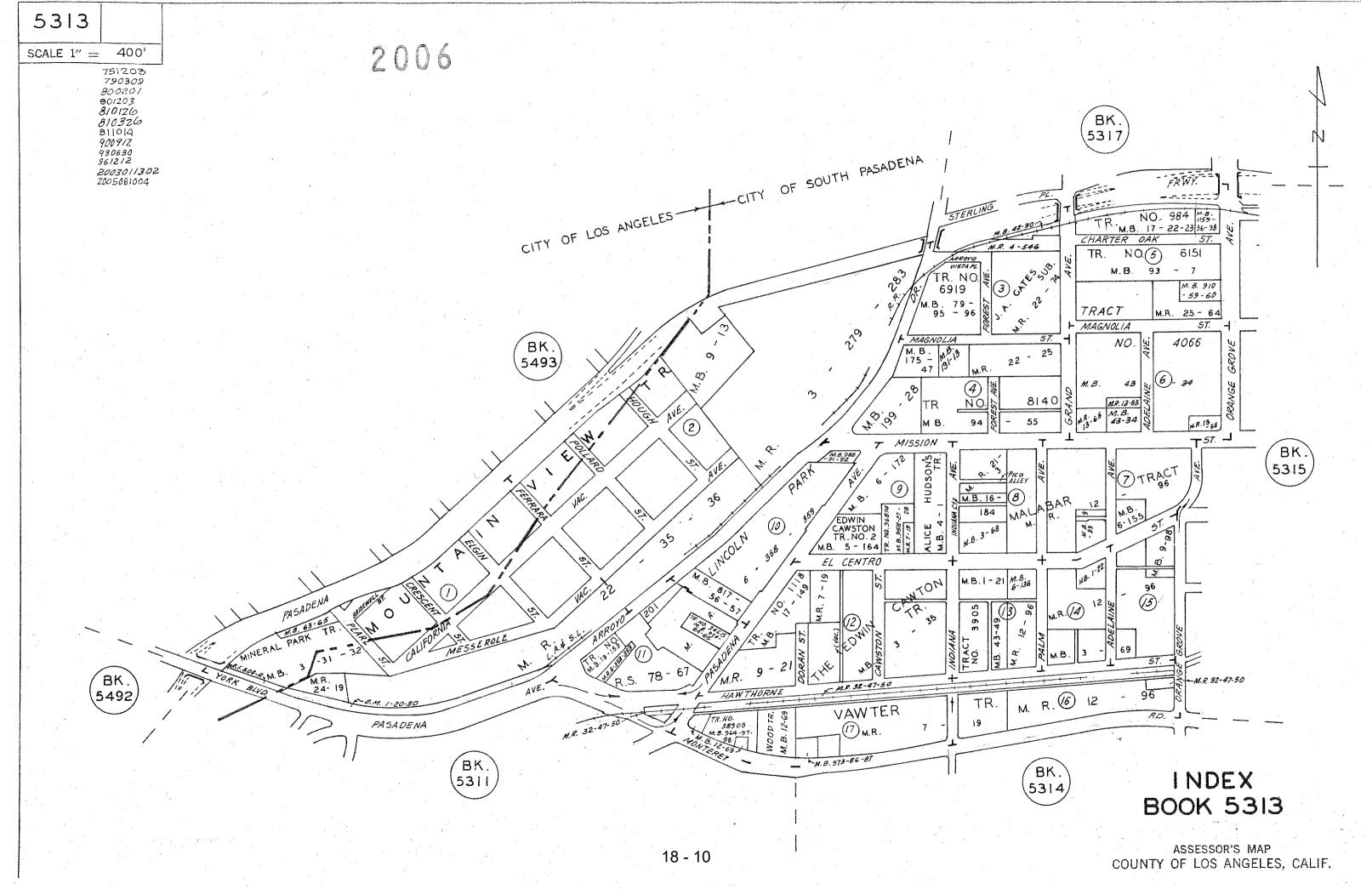
This service has been provided to allow easy access and a visual display of County information. Every reasonable effort has been made to ensure the accuracy of the maps and data provided; nevertheless, some information may not be accurate. The County of Los Angeles assumes no responsibility arising from use of this information. THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating your decision with the appropriate County office.



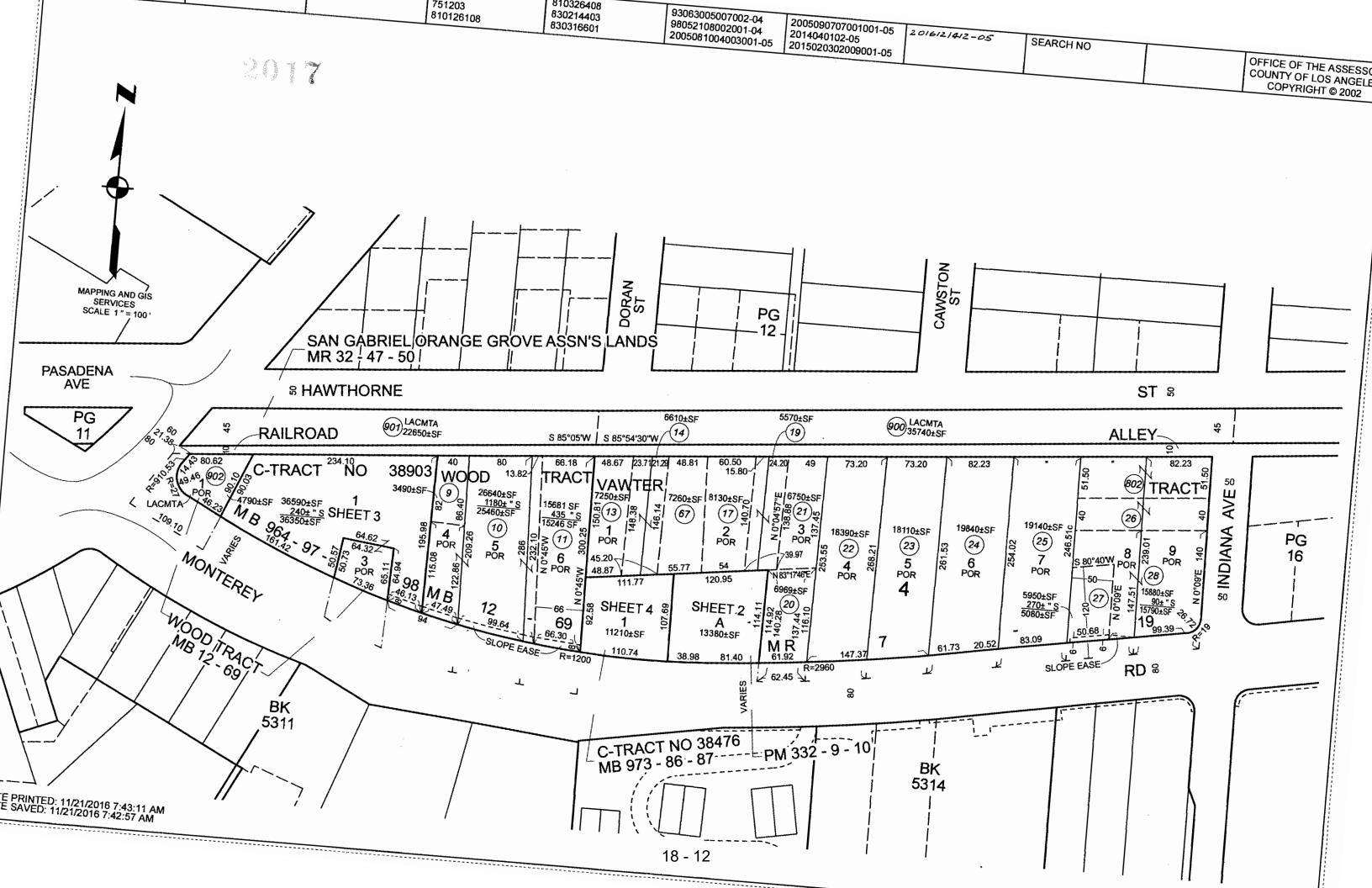




Los Angeles County Assessor Index Map



Los Angeles County Assessor Parcel Map



Petition from Property Owners and Residents

H. Ted Gerber
Acting Director of Public Works
City of South Pasadena
626-524-0681
tgerber@southpasadenaca.gov

RE: HAWTHORNE ST VS RAILROAD ALLEY

Mr Gerber,

Thank for you for your assistance in returning the street signs to Hawthorne St for our street. We have made you aware of the problems it has created for residents. We now have knowledge that the signs were Hawthorne Street 14 years ago. We are requesting the street signs be returned to Hawthorn Street. Thank You.

Name	Address	Phone	
MARCIA NORTO	IN 333 HAWTHDENT ST.	UXU . 394 . 6635	14-15 YES
Helio Goi	MEZ 3H5 Hausthorne St.	626-367-8411	45 yies
Theresa HGo		62te-644-4920	45 YPS
JASON HEAT	4 337 KNUTHOWE ST	310 753-1108	LOT YES
Luis DelaR	OSA 329-331 Hawthpone St.	723 2584362	4 yrs
Minda Celops	De Wolfe "	//	
office III			



City Council Agenda Report

ITEM NO. 19

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Domenica K. Megerdichian, Deputy City Manager

SUBJECT:

Approval of an Agreement with the South Pasadena Chamber of Commerce (Chamber) for Continued Funding from Business Improvement Tax (BIT) Revenues for Economic Development

Activities

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute an agreement with the South Pasadena Chamber of Commerce (Chamber) for continued funding from Business Improvement Tax (BIT) revenues for economic development activities.

Background

In 1977, the City Council adopted Ordinance No. 1738 establishing a BIT to collect funds that may be used for business improvement activities in the City.

The Chamber of Commerce represents and advocates for the business community in South Pasadena. The City has supported the efforts of the Chamber with BIT funds to allow for programs to promote the business community in order to encourage economic stability and development in the City. The Chamber is a resource for connecting individuals and organizations in creating a strong community. The Chamber organizes several events including the quarterly Art Crawl, and the annual Eclectic Music Festival. These events create the basis of the "Arts Based Economic Development strategy" that help define the quality of life in South Pasadena. The Chamber works to support South Pasadena businesses with various marketing and promotional activities, and is often the first point of contact in welcoming and assisting businesses. The Chamber operates a business resource center, visitor information center, and a community art gallery, and hosts monthly "Shop Talks" and after-hours mixers for the business community.

BIT funds are collected through a percentage of business license tax for businesses physically located in the parking and business district located in South Pasadena, as well as citywide filming permits. Home occupation, businesses located outside of South Pasadena that do business in South Pasadena, and businesses located outside of the tax area do not contribute to the BIT, and BIT revenues fluctuate based on business license and permit revenues.

Chamber of Commerce BIT Agreement July 20, 2022 Page 2 of 2

Analysis

Since 2007, the City has allocated between \$105,500 to \$135,500 of BIT funds to the Chamber, and the funding has required that the Chamber earmark \$12,000 for pass-through funding to the South Pasadena Tournament of Roses. While historically the BIT has been a pass-through account, in 2018, the Chamber was notified that annual revenues were not meeting projections, and the City's General Fund balance was used to cover installment payments to the Chamber. The FY 2019-20 and FY 2020-21 budgets modified the annual allocation to the Chamber to the lower range of \$105,500 to account for the decreased revenues. Additional revenue losses were experienced in 2020 as a result of the pandemic, deferred payments for business licenses, and decreased filming activity. As the business community recovers from the pandemic, revenues are expected to increase overt time.

The agreement outlines the Chamber's work plan which includes services and activities promoting the South Pasadena business community. The term of the agreement is for one year, and may be extended on an annual basis by the City Manager provided that the City approves any subsequent City budget which includes a line item for the expenditure of BIT revenues for uses similar to this Agreement.

BIT funds will be used to further Chamber programming, per the requirements of the ordinance, including:

- 1. The coordination of the holiday decorations;
- 2. Investment in the promotion of public events that take place on or in public places;
- 3. Furnishing music in public place;
- 4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

The BIT revenues for this year as of May 31, 2022 amount to \$82,220, and the Fiscal Year 2022-23 Adopted Budget carried over the \$105,500 from last year's budget. Upon City Council's approval of this agreement, staff will utilize this agreement period to analyze the pandemic-recovery BIT, and will work in partnership with the Chamber on identifying their funding needs/requests moving forward.

Fiscal Impact

The FY 2022-23 budget has allocated a total of \$105,500 for this agreement.

Attachments:

- 1. Draft Agreement with Chamber of Commerce
- 2. Business Improvement Tax (BIT) Revenue Data

Draft Agreement with Chamber of Commerce

AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA CHAMBER OF COMMERCE

THIS AGREEMENT is made and entered into this 20th day of July, 2022 by and between the CITY OF SOUTH PASADENA, a municipal corporation, hereinafter referred to as "City", and the SOUTH PASADENA CHAMBER OF COMMERCE, a California corporation, hereinafter referred to as "Chamber".

WHEREAS, in 1977, the City Council adopted Ordinance No. 1738 establishing a Business Improvement Tax (BIT) to collect funds that may be used for the following four purposes:

- 1. Decoration of any public place in the area;
- 2. Promotion of public events which are to take place on or in public places in the area;
- 3. Furnishing of music in any public place in the area;
- 4. The general promotion of retail trade activities in the area; and

WHEREAS, a new Chamber of Commerce was established to represent and advocate for the business community in South Pasadena, has created goals and objectives and a work plan and budget, and has submitted a proposal for a scope of work to be funded by Business Improvement Tax (BIT) BIT funds, and

WHEREAS, the City wishes to have carried out a program to promote the business community in order to encourage economic stability and development, and

WHEREAS, the City wishes to support the efforts of the Chamber of Commerce as permitted under Ordinance No. 1738, and

WHEREAS, Chamber is willing to undertake the services hereinafter set forth on behalf of City in the manner and for the purpose hereinafter provided;

NOW, FOR, AND IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, City and Chamber agree as follows:

- 1. For the entire term of this Agreement, Chamber agrees to do and perform the following services and activities as part of its work plan during the term of this Agreement:
 - a. Marketing activities including multimedia advertising campaign, branding, and website review, update, and maintenance;

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- Economic development activities promoting and representing the South Pasadena business community at meetings and functions and in brochures and business directories;
- c. Creating and staffing a business resource center providing information and services to the South Pasadena business community;
- d. Events and programs of interest and support to the South Pasadena business community;
- e. Outreach to all members of the business community in the execution of these activities in order to create a single unified organization for the South Pasadena businesses:
- f. Independently, and at the request of City, confer with business representatives to encourage and urge the establishment of their business, commercial or industrial activities in City;
- g. Participate in, support and cooperate with City, to the best of its ability and to the extent authorized by Chamber's governing body, programs sponsored or encouraged by City for promotion of the business community;
- h. Place on Chamber's board of directors' agenda for policy direction City requests for Chamber cooperation and public support of improvement programs sponsored, advanced or undertaken by City and the Community Redevelopment Agency of the City of South Pasadena;
- i. Welcome new businesses to the community by both a written communication of welcome and a personal contact (phone or in-person) where possible, by a representative of Chamber;
- j. Independently, and as requested by City, advertise City at Chamber functions throughout the region at other conferences and activities as may be deemed beneficial to extolling the advantages of business development within City;
- k. Make written progress reports to the Deputy City Manager, to be transmitted to City Council no less than once per calendar quarter, including showing all information required by City, including, but not limited to the services provided by Chamber hereunder during the applicable quarter;
- I. Meet periodically, but no less than quarterly, with Deputy City Manager to review Chamber's progress in meeting its program and budget goals for the year, and to report on the services provided under this contract.

- m. Prior to raising them publicly, make every good faith effort to notify City, through its Deputy City Manager of concerns raised by Chamber Board members, regarding actions or inactions of City pursuant to this Agreement;
- n. Indemnify, hold harmless and defend City, its officers, employees and agents from any and all actions, claims, liabilities, losses, expenses, awards, damages and judgments, including attorney's fees and court costs, which are related to or result from any action or inaction of Chamber or its officers, employees or agents relating to this Agreement or the use of the compensation paid hereunder, except that the Chamber shall not be responsible under the foregoing with respect to any Losses to the extent that a court of competent jurisdiction or arbitrator determines that such losses resulted from the City's or indemnified person's willful misconduct, bad faith, or gross negligence; and
- o. Provide general commercial liability insurance and automobile liability insurance in amounts and with endorsements required by the City, as well as worker's compensation insurance in an amount required by State law.
- p. Make one annual presentation at a City Council meeting on efforts pertaining to this agreement, accomplishments, highlights, joint efforts with the City, as an annual year-in-review.
- 2. City shall compensate Chamber by the sum of \$105,500 for the 2022-23 fiscal year for the services described above in accordance with the following terms:
 - a. Chamber Budget. Chamber shall provide City with an adopted annual budget, including specific expenditures of BIT funding, before the first disbursement of City funds, as well as acopy of IRS 990 (first page) for the Chamber when completed during the fiscal year of the effective date of this Agreement and for each complete Chamber fiscal year thereafter for the term of this Agreement. City will not be obligated to make any payments to Chamber until and unless those documents are submitted to the Deputy City Manager. Entire tax documents can be made available to the City at City's request, to be viewed at the Chamber office.
 - b. Schedule of Disbursement. The annual compensation shall be disbursed in unequal_quarterly installments upon receipt of a Chamber invoice and the written quarterly report; the schedule for payment is as follows: 40% of total amount payable in the first quarter; 20% in the second quarter, 20% in the third quarter and the remainder 20% in the fourth quarter.
 - c. Disbursement for Various Services and Associations. The Chamber is required and solely responsible for the disbursement of a portion of its

annual allocation for various services and to other Associations in accordance with the City adopted annual budget. The City's adopted budget for FY 2022-23 requires the following disbursement:

- 1. A minimum of \$12,000 shall be set aside for the South Pasadena Tournament of Roses
- d. Payment for Additional Services & Programs. From time to time the City Council may authorize payment for Chamber services and programs beyond the immediate scope of this Agreement. In such cases, City will pay for such services only after receipt of an invoice from Chamber. Payment is due within 30 days after receipt of required documentation, satisfactory to the Deputy City Manager; and
- e. *Discussion of Concerns*. Prior to raising them publicly, City shall make every good faith effort to notify Chamber, through its President/CEO or a majority of Chamber's Executive Board members, of concerns raised by City Council members, or staff regarding actions or inactions of Chamber pursuant to this Agreement.
- Chamber shall not utilize any monies received under this Agreement for the endorsement, opposition, or participation in any public office campaign or other political or lobbyist activity unless such use is a legally authorized expenditure for City and prior approval of the City Council is obtained.
- 4. Chamber shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable City to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles and shall be maintained for five years after their preparation.
- 5. City shall have the right to audit Chamber's records pertaining to this Agreement and the services to be performed hereunder. Chamber agrees to make available all pertinent records for the purpose of conducting such an audit at Chamber offices, during normal business hours. Such records shall be maintained for five years after their preparation.
- 6. Chamber and any agent or employee of Chamber shall act in an independent capacity and not as officers or employees of City. City assumes no liability for Chamber's actions or performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or expressed, by or for Chamber. Chamber shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Chamber acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Chamber and is not contributing to any fund on its behalf. Chamber disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

- 7. This Agreement may be terminated in whole or in part at any time by either party hereto upon 90 days' written notice to the other whereupon all rights and obligations of both parties hereto shall terminate as to the executory provisions of this Agreement, and the payments from City to Chamber hereunder shall be adjusted on a pro rata basis to the date of termination.
- 8. The term of this Agreement shall be for the period from July 20, 2022 to June 30, 2023; provided, that if the City approves any subsequent City budget which includes a line item for the expenditure of BIT revenues for uses similar to this Agreement, the City Manager is authorized to extend this Agreement for an additional period of time for use of those revenues covered by the approved expenditure and subject to modifications the parties deem appropriate or the City requires. This Agreement may be extended on an annual basis by the City Manager.

9. Resolution of Disputes:

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.
- 10. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- 11. In the performance of this Agreement, Chamber shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation.
- 12. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

- 13. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
- 14. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

IN WITNESS HEREOF, the parties have executed this Agreement on the dates written on the next page.

CITY OF COLITII DACADENIA.

	CITY OF SOUTH PASADENA:
DATED:	BY: Arminé Chaparyan, City Manager
	CHAMBER OF COMMERCE:
DATED:	BY:Andrew Berk, Board Chair
DATED:	BY: Laurie Wheeler, President/CEO
ATTEST:	Laurie Wrieeler, Fresideril/CEO
Christina Munoz, Deputy City Clerk (seal)	
APPROVED AS TO FORM:	
Andrew Jared, City Attorney	
Page 6 of 6	

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Business Improvement Tax (BIT) Revenues Data

Business Improvement Tax Revenue FY 2021-2022

From Business	Licens	es:
Jul-21	\$	4,281
Aug-21	\$	6,470
Sep-21	\$	4,223
Oct-21	\$	4,182
Nov-21	\$	6,277
Dec-21	\$	2,861
Jan-22	\$	3,509
Feb-22	\$	3,294
Mar-22	\$	5,685
Apr-22	\$	5,927
May-22	\$	4,364
Jun-22		n/a
subtotal	\$	51,072

From Filming	Permits:
Jul-21	\$ 2,652
Aug-21	\$ 1,196
Sep-21	\$ 3,744
Oct-21	\$ 2,964
Nov-21	\$ 3,068
Dec-21	\$ 2,704
Jan-22	\$ 3,380
Feb-22	\$ 1,612
Mar-22	\$ 4,992
Apr-22	\$ 2,808
May-22	\$ 2,028
Jun-22	n/a
subtotal	\$ 31,148

Total BIT received as of May 31, 2022 for Fiscal Year 2021-2022 : \$82,220



City Council Agenda Report

ITEM NO. 20

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

H. Ted Gerber, Director of Public Works

SUBJECT:

Approve a Purchase Order to D&R Office Works, Inc. for

Workstations at the Garfield Water Distribution Facility

Recommendation

It is recommended that the City Council:

- Approve a purchase order to D&R Office Works, Inc. for the purchase of twelve (12) workstations for the Garfield Water Distribution Facility, including delivery, assembly, and sales tax; and
- 2. Authorize the City Manager to execute the purchase order with D&R Office Works, Inc. in an amount not to exceed \$55,000, including the \$49,438.39 quoted price and a \$5,438.39 contingency.

Background

In late 2021/early 2022, the Public Works Department staff that had occupied workstations and offices at City Hall moved to the second floor of the Garfield Water Distribution Facility. The City Hall office area previously occupied by Public Works staff is now occupied by Management Services staff.

Prior to the move, the Garfield Water Distribution Facility second floor was an open space with no fixed workstation units. Subsequently, the Public Works Department requested a mid-year budget adjustment from City Council in early 2022 to accommodate the purchase of workstations for full-time and part-time office staff. At present, the existing office staff at the Garfield Water Distribution Facility are utilizing temporary tables as workstations.

Analysis

Twelve workstations are required in the second floor open area for current Public Works office positions and positions that are now in recruitment. Positions currently in recruitment are the Public Works Assistant, Senior Civil Engineer, Associate Engineer, Civil Engineering Assistant, Two Inspectors, Two Management Analysts, Engineering Division Intern, Environmental Services & Sustainability Intern, and a forthcoming Transportation position.

The Public Works Director and Public Works Deputy Director are seated in the former Deputy Director and Water Operations Manager offices. The Water Operations

Public Works Garfield Water Distribution Facility Workstation Purchase July 20, 2022
Page 2 of 2

Manager and Environmental Services & Sustainability Manager will have offices located in another part of the building, in a separate effort.

In accordance with the City's purchasing policy, the Public Works Department solicited proposals to purchase, deliver, and assemble the workstations:

Vendor	Price
M3 Office (South Pasadena)	\$65,940.33
2010 Office Furniture (South El Monte)	\$45,188.56
D&R Office Works, Inc. (El Monte)	\$44,546.60

Note: D&R Office Works, Inc. was the only vendor to include chairs as requested in the quote. For comparison, the value of the chairs and chair sales tax was removed from D&R's price in the above table.

Fiscal Impact

Sufficient funds are available in the Public Works Administration & Engineering Special Department Expense Account No. 101-6010-6011-8020-000 (\$40,000) and Water Distribution Special Department Expense Account No. 500-6010-6710-8020-000 (\$15,000) as funds were appropriately carried forward from Fiscal Year 2021-2022.

Environmental Analysis

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

Attachment: D&R Office Works, Inc. Proposal

D&R Office Works Proposal



PROPOSAL

6/9/2022 **BJ FERRANTE**

9956 baldwin place el monte, ca 91731

BILL TO: ANTENEH TESFAYE CITY OF SOUTH PASADENA 416 GARFIELD AVE.

SHIP TO: SAME LEAONNA DEWITT

SOUTH PASADENA CA 91030 626-460-6393

ITEN	/ QTY	. MODEL / DESCRIPTION	UNIT	EXTENDED
1	14	HON		
		HETC24 Panel Top Cap 24"W	\$14.61	\$204.54
2	18	HON		
		HETC72 Panel Top Cap 72"W	\$39.61	\$712.98
3	8	HON		
		HSCKTPS Straight Connector Kit	\$7.79	\$62.32
4	14	HON		
		HEFEC65P Panel Finished End Covers 65H	\$25.32	\$354.48
5	4	HON		
		HEC65PTN 65H "T" Connector Post	\$53.90	\$215.60
6	12	HON		
		HEC65PLN 65H "L" Connector Post	\$55.84	\$670.08
7	12	HON		
		HECSL		
		"L" Connector Strap	\$6.17	\$74.04
8	4	HON		
		HECST "T" Connector Strap	\$8.44	\$33.76
9	2	HON		
		HH871224		

		Electrical Power Harness 24W 3-1 & 2-2 Systems	\$78.57	\$157.14
10	12	HON		
		HH871236 Electrical Power Harness 36W 3-1 & 2-2 Systems	\$78.57	\$942.84
11	22	HON		
		HH871501 Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$16.56	\$364.32
12	24	HON		
		HH871502 Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$16.56	\$397.44
13	4	HON		
		HH879072 Base In-Feed Cable Base 3-1 & 2-2 Systems	\$87.66	\$350.64
14	4	HON		
		HWR2472P Systems Rectangular Worksurface Edgeband 24D x 72W	\$201.62	\$806.48
15	12	HON		
		HWR2436P Systems Rectangular Worksurface Edgeband 24D x 36W	\$132.14	\$1,585.68
16	6	HON		
		HWV93AARP Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband	\$254.55	\$1,527.30
17	6	HON		
		HWV93AALP Systems 72x36x24x24Left Corner Cove Worksurface Edgebd	\$254.55	\$1,527.30
18	12	HON		
		HVFB20R Box/Box/File 28H x 19 7/8D x 15W	\$212.34	\$2,548.08
19	4	HON		
		HVFF23R File/File 28H x 22 7/8D x15W	\$216.56	\$866.24
20	16	HON		
		HCTL242 24D Cantilever One Pair	\$32.47	\$519.52
21	8	HON		
		HCTL241L		

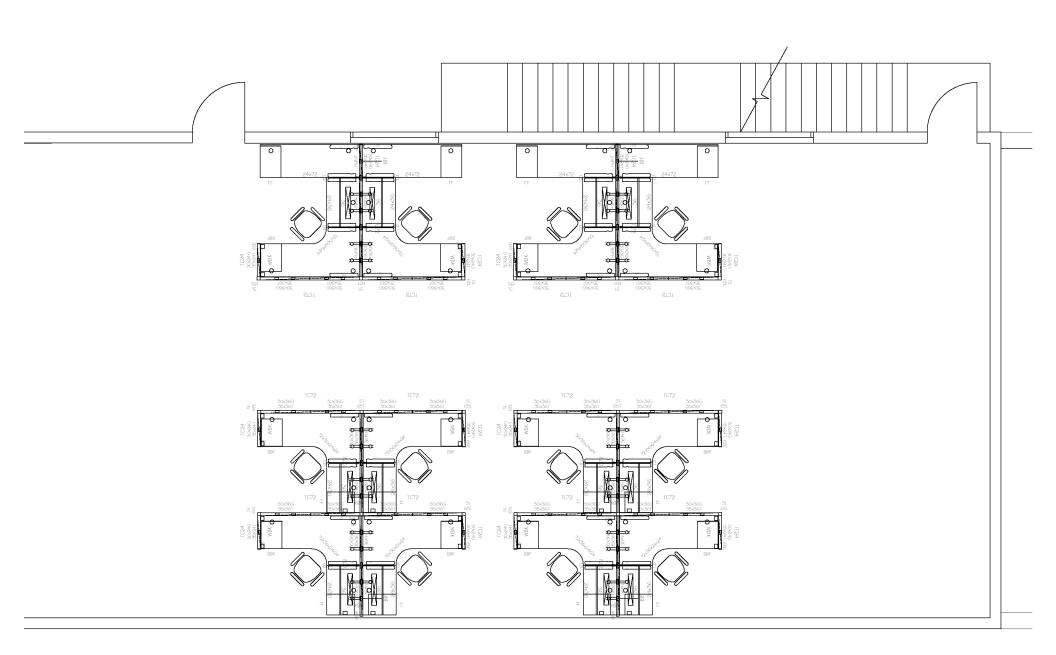
		Left-hand Cantilever 24"D	\$17.53	\$140.24
22	8	HON		
		HCTL241R Right-hand Cantilever 24"D	\$17.53	\$140.24
23	16	HON		
		HWSB2 Worksurface Bracket Kit	\$18.18	\$290.88
24	12	HON		
		HRVOH36FM Abound Overhead-Metal Flipper Door 36"	\$225.97	\$2,711.64
25	12	HON		
		HH870930 Tasklight 30W	\$87.99	\$1,055.88
26	8	HON		
		HVFF20R File/File 28H x 19 7/8D x 15W	\$210.39	\$1,683.12
27	2	HON		
		HEC65PXN 65H "X" Connector Post	\$51.62	\$103.24
28	2	НОИ		
		HECSX "X" Connector Strap	\$10.06	\$20.12
29	2	HON		
		HEWS65P Wall Starter Kit for Panels 65H	\$41.23	\$82.46
30	14	НОИ		
		HES3024G Clear Glass Stacker 30H x 24W	\$250.32	\$3,504.48
31	30	HON		
		HES3036G Clear Glass Stacker 30H x 36W	\$291.56	\$8,746.80
32	14	HON		
		HETP3524FP Tackable Panel w/o TC 35H x 24W	\$106.82	\$1,495.48
33	30	HON		
		HETP3536FP		

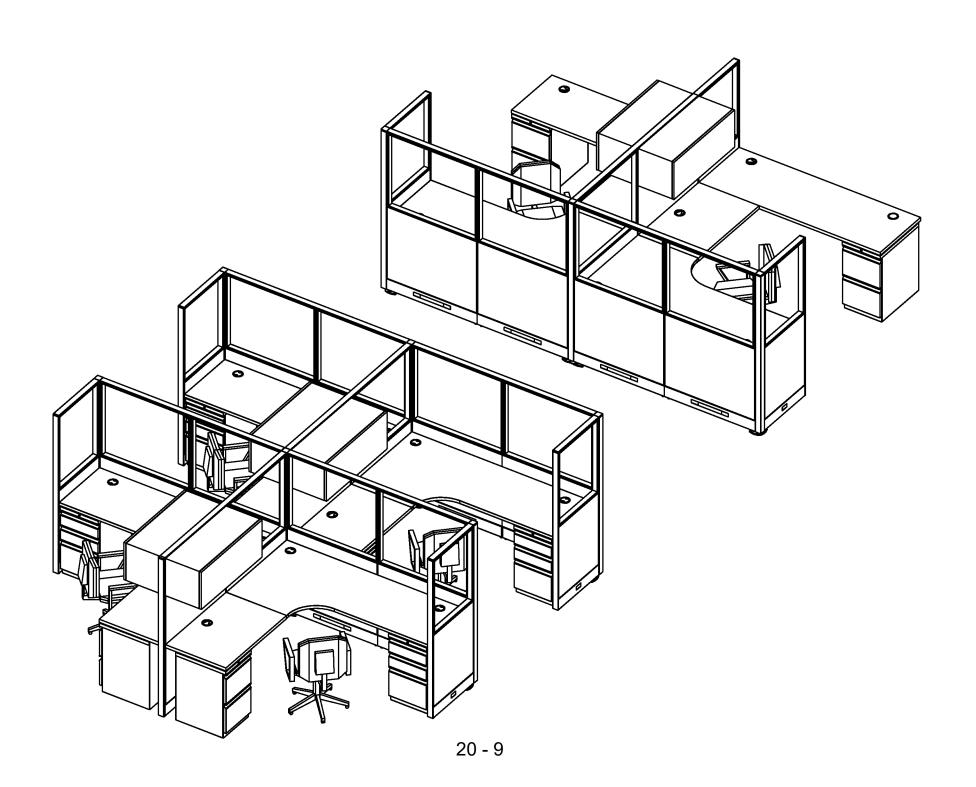
		Tackable Panel w/o TC 35H x 36W	\$119.48	\$3,584.40
34	6	HON		
		HETP6536FP		
		Tackable Panel w/o TC 65H x 36W	\$154.22	\$925.32
35	12	925		
		2360-Y2-A8B		
		Bristol - Mid-Back, Synchro-Tilt Control, A8 Height Adj. Black Ar	rms \$369.75	\$4,437.00
			TOTAL:	\$42,842.08
		DELIVERY / INSTALLATION	\$2,000.00	\$2,000.00
		SALES TAX	\$4,596.31	\$4,596.31
			ORDER TOTAL:	\$49,438.39

TERMS / CONDITIONS:

- -NET 30
- -CREDIT CARDS: CREDIT CARD PAYMENTS OVER \$5,000.00 WILL BE CHARGED A 3% PROCESSING FEE.
- -DELIVERY/INSTALLATION CHARGES BASED ON NORMALL BUSINESS HOURS / AREA CLEARED
- -MOVING OF ADDITIONAL FURNITURE IS NOT INCLUDED.
- -SPECIAL ORDERS CAN NOT BE CANCELLED.
- -ORDERS DELAYED OR HELD FOR MORE THAN 30 DAYS ARE DUE AND PAYABLE IN FULL.

SIGNATURE	DATE	_







City Council Agenda Report

ITEM NO. 21

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Alma Medina, Senior Management Analyst

Mark Jimenez, Management Assistant

SUBJECT:

Authorize the City Manager to Execute a Lease Agreement with Xerox Financial Services, LLC and an Agreement with MRC Smart Technology Solutions, for the Lease of Twelve Xerox Multi-Function Copiers, and Maintenance Services, for a

Five-Year Term

Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager to execute a lease agreement with Xerox Financial Services, LLC, for the lease of twelve (12) Xerox multi-function copiers, at a monthly lease cost of \$2,000; and
- 2. Authorize the City Manager to execute a service agreement with MRC Smart Technology Solutions for the maintenance of the twelve (12) leased Xerox multifunction copiers, for a five-year term.

Background

The City has leased Xerox multi-function copiers from Xerox Financial Services, with maintenance performed through MRC Smart Technology Solutions (MRC) since 2016, and has since added additional copiers to the city's copier fleet through Xerox Financial Services and MRC in 2018 and 2019. The copiers leased in 2018 and 2019 are not under the same agreement as those leased in 2016. The proposed lease and maintenance agreements will consolidate all multi-function copiers into one agreement.

Analysis

The City relies heavily on the current Xerox multi-function copiers, and the currently leased machines have reached the end of their life cycle. Staff continuously places service calls to have the machines serviced for issues related to their old age. MRC Smart Technology Solutions provides on-call service and consistently has answered these service calls and has provided great customer service by addressing the City's needs expeditiously. However, the downtime and constant calls for service impact staff business and efficiency.

Lease and Service Agreements for Xerox Copiers July 20, 2022 Page 2 of 2

Staff surveyed the departments to learn of their copier needs. As such, with the approval of the proposed agreements, the City Clerk's Division will have a dedicated copier, and the larger copier machines used in the City Manager and Community Development Departments will have the ability to tri-fold documents. These machines will provide for a cost savings in printing costs that the City would otherwise incur.

Some highlights of the proposed lease and service agreements are:

- Consolidates all copiers into one agreement
- Each Department and Division will have their own dedicated copier
- Upgrades the City's copier fleet to brand new Xerox copiers
- One copier for the City Clerk's Division
- Community Development copier will be upgraded to address the Department's printing needs
- All supplies and service labor and parts are included (except for paper and staples)
- Cost savings of approximately \$25,000 over the next five years

Approval of this lease agreement will provide staff the adequate resources needed to perform their duties without interruption and with greater efficiency.

MRC is providing the City with government pricing for usage and maintenance of the copiers, under the Equalis Group, a cooperative purchasing organization that offers competitive pricing. Staff recommends approving a new lease agreement with Xerox Financial Services, LLC, for the lease of twelve (12) Xerox multi-function copiers and a service agreement with MRC Smart Technology Solution for the maintenance of these copiers in order to preserve continuity of services. The proposed agreements will provide continuity of service for the City, without interrupting operations.

Fiscal Impact

Funds for this lease agreement were included in the Fiscal Year 2022-23 budget, in the amounts of \$25,000 and \$20,000 and in Accounts 101-2030-2032-8300 (Lease Payment) and 101-2030-2032-8301 (Copier Usage).

The monthly cost for the lease of the twelve (12) Xerox multi-function copiers is \$2,000, in addition to usage costs of \$0.0048 per black and white copy and \$0.048 per color copy.

Attachments:

- 1. Proposed Lease Agreement with Xerox Financial Services, LLC
- 2. Proposed Service Agreement with MRC Smart Technology Solutions

Proposed Lease Agreement with Xerox Financial Services, LLC

Xerox Financial Services LLC 201 Merritt 7 Norwalk, CT 06851

State and Local Government Cost Per Image Agreement

V		-	V	7
X	C			N

Agr							Agre	eement No:		
Supplier (Name-Address): Xerox / MRC 5657 Copely Drive, San Diego CA 92111										
CUSTOMER INFORMATION										
Full Legal Name: City of South Pasadena						Phone:		ie:	(626) 403-7312	
Billing Address: 1414 Mission Street						Contact Name: Belinda Varela				
City: South Pasadena State: CA Zip Code: 910					91030	Contact Email: bvarela@southpasadenaca.gov				
EQUIPMENT						MONTHLY IMAGE ALLOWANCE* EXCESS IMAGE CHARGE*				GE CHARGE**
QTY	MODEL and DESCRIPTION					B&W	COLOR		B&W	COLOR
	See Schedule A									
Equipment Location (if different from Billing Address):						* Included in Base Payment			licable taxes	
						Meter billing frequency (Monthly unless checked): (Other)				
	TERM	BASE PAYMENT - (Monthly frequency unless otherwise not				ted)			PURCHASE OPTION	
Initial Term: 60		Base Payment (plus applicable taxes): \$1,999.51				🔀 Fair Market Va			arket Value ("F	MV")
(in mo	nths)	Frequency: 🗵 Month	('FMV' unless otherwise noted)				vise noted)			
CUSTOMER ACCEPTANCE						OWNER ACCEPTANCE				
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLA THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PA								Xerox Financial Services LLC		
Authorized Signer X :					Federal Tax ID # (Required): 95-6000798			Accepted By X:		
					Date:	Date:				
TERMS & CONDITIONS										

- 1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date when the Initial Term begins, selected by us for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Determined FMV" means the fair market value of the Equipment as determined by XFS in its sole but reasonable discretion. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period, means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period, which shall be included in your first invoice from us. "Payment" means the Base Payment specified above, which may include amounts payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, Excess Charges, Taxes, any Interim Payment, and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other
- 2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment in consultation with Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Lease Term, which is indicated above, commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by us according to the frequency set forth above. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 15 days after its due date, you will pay a late charge of the greater of 5% of the amount due or \$25. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of your formation once you provide notice thereof. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment are unenforceable.
- 3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the applicable Term with any applicable license and/or other agreement ("Software License") with the Software supplier ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.
- 4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS DESCRIBED IN SECTION 20 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET OFF, DEFENSE, OR COUNTIERCLAIM FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against us for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.
- 5. End of Agreement Options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its Determined FMV, plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 1-month terms. Either party may terminate the Agreement as of the end of any such 1-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.
- 6. Equipment Delivery and Maintenance. You should arrange with Supplier to have Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract you asked us to issue on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.
- 7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

- 8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all reasonable expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS.
- 9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE BUT REASONABLE EXERCISE OF XFS'S CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.
- 10. Taxes. You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor/owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to PPT and returns. If an FMV purchase option is applicable, XFS will file all PPT returns covering the Equipment, pay the PPT levied or assessed thereon, and collect from your account all PPT on the Equipment. If a \$1 purchase option is applicable, you will file all PPT returns covering the Equipment, pay the PPT levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.
- 11. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, and that you may contact each manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. If THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER AFTER ACCEPTANCE, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.
- 12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, you assume the risk of liability for any and all Claims (including legal expenses of every kind and nature) arising out of the Equipment while it is in your possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.
- 13. Default and Remedies. You will be in default hereunder if XFS does not receive any Payment within 30 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate in accordance with the laws of your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual (if you do not return the Equipment as provided herein), and (iv) Taxes, if you are no longer tax-exempt; and (b) require you to return the Equipment as provided herein. The substantially prevailing party shall pay all reasonable costs, including attorneys' fees and disbursements, in any litigation to enforce this Agreement.
- 14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be similarly named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, o
- 15. Finance Lease and Customer Waivers. Unless this Agreement is designated to have a \$1 purchase option, the parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.
- 16. Authorization of Signors, Applicable Policies and Credit Review. This Agreement has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including your Federal Tax ID, that XFS may request now, which shall accurately represent your financial condition, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies and the ethics and compliance policies found at https://www.xerox.com/en-us/about/corporate-citizenship/ethics, and that such policies shall control over any similar Customer policies in force.
- 17. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Agreement. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.
- 18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.
- 19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. Solely for collection purposes, You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or
- 20. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least thirty (30) days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any Payment(s) for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions hereof.

21 - 5
Page 2 of 2

Name:



Equipment Schedule "A"

This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

Agreen	nent Number:						
		EQUIPMI	ENT				
0.777	MODEL LESCONDEIGN				GE ALLOWANCE*		GE CHARGE**
QTY	MODEL and DESCRIPTION			B&W	COLOR	B&W	COLOR
	l		!	*Included in E	Base Payment -	**Plus appli	cable taxes
This Sc	hedule "A" is hereby verified as correct by	y the undersigne	d Custo	omer			
Custom	ner:						
X:			Data				
Authorize	d Signer		Date:				

Title:

ATTACHMENT 2

Proposed Service Agreement with MRC Smart Technology Solutions







MRC Smart Technology Solutions 5657 Copley Dr, San Diego, CA 92111 858-573-6300

SERVICE AGREEMENT

NAME	City of South Pa	sadena		NAME	City of South Pasadena, Belinda Varela	
O ADDRESS	DRESS 1414 Mission St		OADDRESS	1414 Mission St		
CITY STATE	South Pasadena			CITY STATE	South Pasadena	
돐 STATE	CA	ZIP 91	030	d STATE	CA ZIP 91030	
NAME ADDRESS CITY STATE PHONE	(626) 403-7312			PHONE	(626) 403-7312	
Make / Mode	el Seri	al Number	Starting BW/C		Location / Notes	
-	edule A for more o	devices.				
Device Group		Volume	Payment	Overage Rate	Included items	
Standard BW Copi	er	0	See Lease	0.0048	X All inclusive (no staples)	
Standard CLR Cop	ier	0	See Lease	0.048	_	
C9070, BW		0	See Lease	0.0048	Notes / Special Instructions	
Standard BW Copi Standard CLR Cop C9070, BW C9070, CLR		0	See Lease	0.048	Zero Allowance, billed qtrly, all suppli and service labor and parts included (except for paper and staples)	
Base Billing	Monthly			Term	Start	
Overage Billing	Quarterly	Total	See Lease	60	End	
Decline	nstallation	Name Email	SE MAINTENANCE CO	CONTICE DARTE AND CL	Phone	
JIPMENT LISTED ON THE RETO (TOGETHER, THIS "A WHICH NEW EQUIPMEN" THIS AGREEMENT AND AG Company	ATTACHED SCHEDUL GREEMENT"). PAPER, IT IS INSTALLED BY COI CKNOWLEDGES THAT	E A ("EQUIPMENT") I LABELS, TRANSPAREN MPANY OR THE CUSTO	N ACCORDANCE WIT CIES, OR STAPLES AR IMER SIGNATURE DA	TH THE TERMS AND CO LE NOT INCLUDED. THE LTE BELOW. BY SIGNING IPANY UNTIL SIGNED B'	JPPLIES. UNLESS OTHERWISE STATED HEREIN, FOR T DNDITIONS OF THIS AGREEMENT, WHICH IS ATTACH AGREEMENT TERM STARTS ON THE LATER OF THE DA G, CUSTOMER AGREES TO THE TERMS AND CONDITIO Y ITS CFO. Smart Technology Solutions	
Authorized	•			ARC Authorized		
Authorized Signature Print name				ignature		
1						
Print name			P	rint name	David Differen	
		Date		itle	David D'Eamo	
Title					Date	





SERVICE AGREEMENT TERMS AND CONDITIONS

- 1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and Company. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by Company necessitated by normal use by Customer, as listed on page one, of Newly Acquired Machines from Company as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond Company's control are not covered. Company reserves the right to replace the Equipment rather than repair it, at no cost to Customer, if it is determined by Company service personnel that it is more cost effective. In the event Equipment cannot be repaired by Company due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of Company's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. Company may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start Date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by Company that, in Company's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay Company for Company Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of Company at its option. Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to Company, access to the Equipment. When Customer initiates the request for repair, if access is denied for greater than fifteen (15) minutes, then Customer will pay a separate labor charge. Company onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding Company Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by Company for the first thirty (30) days from the Start Date only. Analyst Services/Network Support beyond the initial thirty (30) days is offered by Company on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals, and other security services are offered by Company on a separate agreement. More information on Data Security and Network Support Services is available on Company's website www.mrc360.com/solutions/assurance-plus-contract.
- 2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least thirty (30) days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. Company reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for Company invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed ten percent (10%) of Total Invoice. All taxes resulting from this Agreement are the responsibility of Customer. There will be no shipping charges billed to Customer by Company for Supplies provided by Company pursuant to this Agreement. Customer parking charges incurred by Company Service Technicians in connection with this Agreement will be billed to Customer. All Magnetic Ink Character Recognition toner ("MICR toner") ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, Company, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at Company's rates, and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. Company may not increase either or both the monthly Base Rate or the Overage Rate on an annual basis. Company shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by Company in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11", 8.5" x 14", or 11" x 17" Page/Print/Copy/Image. If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
- 3. Customer is required to notify Company within one (1) week upon installation of any additional Equipment at Customer's site capable of using Company Supplies provided by Company under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Removes, Customer must print out and submit to Company a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to Company at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, Company will, at its sole discretion, convert the Equipment to Company's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and Customer requests to change the equipment pricing program to a cost per page program. If Company is unable to collect a start meter read on any device listed on Schedule A, then Company will convert the Equipment to Company's current flat rate monthly pricing program. Company reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. Company reserves the right to convert any Equipment on Company's Flat Rate Service Programs to Company's current Cost Per Copy rates for all machines that are reporting on the Company approved remote meter collection software ("360-App").
- **4. REMOTE METER COLLECTION.** Customer agrees to install the Company-approved 360-App on its server or network PC which will allow Company to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide Company reasonable assistance as required to maximize the number of Equipment reporting remotely to Company. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, Company will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.
- 5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege, and similar taxes. Customer will pay when due, either directly or to Company upon demand, all taxes, fines, and penalties relating to this Agreement that are now or in the future assessed or levied.
- 6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
- 7. SUPPLIES. Supplies provided under this Agreement shall remain the property of Company provided, however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from Customer to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard five percent (5%) page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement, then Customer agrees to pay Company's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that Company may periodically pick up any Supplies at the Customer's Site that Company deems is over normal stocking quantity. Customer shall promptly return to Company all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

Customer Initials	Company Initials

- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. Base Software and Application Software are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section 8). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (2) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than five (5) years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six (6) months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. For Third Party Software identified as No Svc., Customer shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness, and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.
- 10. <u>WARRANTY</u>. Customer acknowledges that the Equipment covered by this Agreement was selected by Customer based upon Customer's own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. <u>DEFAULT; REMEDIES</u>. Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six (6) months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. Each party agrees that any delay or failure of the other party to enforce its rights under this Agreement does not prevent the other party from enforcing any such right at a later time. Both parties' rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, the prevailing party shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced, from the non-prevailing party.
- 13. ASSIGNMENT. Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
- 14. <u>NOTICES</u>. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from either party to the other shall be effective three (3) days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
- 15. <u>INDEMNIFICATION</u>. To the extent permitted by law, Customer is responsible for and agrees to indemnify and hold Company harmless from, any and all (a) losses, damages, penalties, claims, suits, and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Customer's use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Company relating to such claim.
- 16. <u>FAX/ELECTRONIC EXECUTION</u>. A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVES TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals, or negotiations, whether oral or written, regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal, or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; and, (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Customer Initials	Company Initials	

24 6**-**19**10** 3 of 3







MRC Smart Technology Solutions 5657 Copley Dr, San Diego, CA 92111 858-573-6300

SCHEDULE A - SERVICE AGREEMENT

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

ID	Make / Model	Serial Number	Startin	g Meter	Location / Notes	Туре	Preexisting Equipment	Network
	Al. 1: 1 0445		BW	CLR	E: D + 04744 14	Std		l v
	AltaLink c8145				Fire Dept, 817 Mound Ave		N	Y
	Altalial a0445				South Pasadena, CA 91030	Chil	N.	
	AltaLink c8145				Garfield Res, 416 Garfield	Std	N	Y
					South Pasadena, CA 91030			
	AltaLink c8145				Finance, 1414 Mission St	Std	N	Y
					South Pasadena, CA 91030			
	AltaLink c8145				City Clerk, 1414 Mission St	Std	N	Y
					South Pasadena, CA 91030			
	AltaLink c8145				Public Works 825 Mission St	Std	N	Y
					South Pasadena, CA 91030			
	AltaLink c8145				Library 1st, 1100 Oxley St	Std	N	Y
					South Pasadena, CA 91030			
	AltaLink c8145				Library 2nd, 1100 Oxley St	Std	N	Y
					South Pasadena, CA 91030			
	AltaLink c8145				Senior Ctr, 1102 Oxley St	Std	N	Υ
					South Pasadena, CA 91030			
	AltaLink c8155				Police Dept, 1422 Mission	Std	N	Υ
					South Pasadena, CA 91030			
	PrimeLink 9070				Planning, 1414 Mission St	Std	N	Υ
					South Pasadena, CA 91030			
	PrimeLink 9070				City Manager,1414 Mission	Std	N	Υ
					South Pasadena, CA 91030			
	AltaLink c8145				CommServices, 815 Mission	Std	N	Y
					South Pasadena, CA 91030			
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Print name

Title





MRC Smart Technology Solutions 5657 Copley Dr, San Diego, CA 92111 858-573-6300

Name Customer # Phone Loading D	City of South Pas 626 403-7312	adena Contact Phone	Belinda Varela 626-403-712	_	_		
COSTON Fooding D		Stairs Y # 22	Elevator	Υ			
Requested by Special Instructio	David Deran	no Order#	Del	ivery Date	_		
	lic Works 825 Mis	sion St. (qty 22)					
Equipment to be	Removed				Mete	ers	
Make / Model	Serial #	Location / Address	Contact	Phone	BW	CLR	Return Type
Xerox / c8035	3TX395930	816 Garfield Ave, So Pasadena	Belinda Varela	626 403-7312		1	Return to Lessor
Xerox / c8035	3TX415910	1414 Mission St, So Pasadena	Belinda Varela	626 403-7312			Return to Lessor
Xerox / 7835	MX1056748	817 Mound Ave, So Pasadena	Belinda Varela	626 403-7312			Return to Lessor Return to
Xerox / 7835	MX1055556	825 Mission St, So Pasadena	Belinda Varela	626 403-7312		+ +	Lessor Return to
Xerox / 7835	MX1055457	1100 Oxley St 2nd Fl, So Pasadena	Belinda Varela	626 403-7312	-	- 1	Lessor Return to
Xerox / 7835 Xerox / 7835	MX1055225 MX1055452	1100 Oxley St 1st Fl, So Pasadena 1102 Oxley St, South Pasadena	Belinda Varela Belinda Varela	626 403-7312 626 403-7312		- 1	Lessor Return to
Xerox / 7855	MX4485597	1422 Mission St, South Pasadena	Belinda Varela	626 403-7312			Lessor Return to
Xerox / 7970	BOW867448	1414 Mission St, So Pasadena	Belinda Varela	626 403-7312			Lessor Return to Lessor
Xerox / C70	E2B661223	1414 Mission St, So Pasadena	Belinda Varela	626 403-7312			Return to Lessor
Sharp / Mx M264N	45054733	815 Mission St, So Pasadena	Belinda Varela	626 403-7312	11 - 7	0 1	Return to Lessor
					- =(
						1110 =	
CUSTOMER IS ACK	NOWLEDGING IT	ANY ADDITIONAL UNPAID BALANC IS THE RIGHTFUL OWNER AND TH D COMPANY. MENT HAS BEEN PICKED UP PER ABO	IE EQUIPMENT IS I				
Company							
Authorized Signature		_					

Date

24 €14.2 1 of 1



City Council Agenda Report

ITEM NO. 22

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Angelica Frausto-Lupo, Community Development Director

SUBJECT:

Approval of a Memorandum of Understanding with the South Pasadena Preservation Foundation (SPPF) for Inspection and Evaluation of Historic Unoccupied Caltrans Surplus Homes

Recommendation

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the South Pasadena Preservation Foundation (SPPF) to inspect and evaluate the historic unoccupied surplus Caltrans properties, and to identify the character-defining features.

Background

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

On September 28, 2021, Governor Newsom signed Senate Bill 381 (SB 381) into law. The SB 381 regulations were finalized in Spring 2022. The law gives the City priority to purchase the unoccupied properties at either reasonable sales price for non-historic properties or minimum sales price for historic properties. Additionally, the law would allow the City to sell the properties at fair market value, and use the proceeds to create affordable housing units at a ratio of 3:1, that is three affordable units to be created through the sale of each Caltrans property.

On November 15, 2021, staff attended the SPPF Board of Directors meeting to discuss the surplus properties sales. SPPF offered to assist the City with the property inspections for all properties in conjunction with an inspection company, in order to monitor the compliance of the long-term historic covenants for the historic properties. Their expertise would provide guidance in documenting and preserving the character-defining features for the historic properties. Developing an MOU would formalize the mutual agreement between the City and SPPF to evaluate the unoccupied historic properties.

SPPF MOU- Inspection of Unoccupied Caltrans Properties July 20, 2022 Page 2 of 3

Analysis

As required by SB 381, on June 30, 2022, Caltrans sent a letter soliciting the City's interest in purchasing unoccupied State Route (SR) 710 Surplus Residential Properties located within the City's jurisdiction. Caltrans is offering unoccupied properties at either a Reasonable Price or the Minimum Sales Price pursuant to Sections 1483 (Priority 3) and 1484.3 (Priority 4SP) of the SR 710 Sales Program Regulations (21 CCR 1475 et seq.) If the City is interested in purchasing any of the listed properties, the City must provide a written response identifying the properties of interest, and submit the response to Caltrans 30 calendar days from receiving the solicitation letter for Priority 3 properties, and 45 calendar days for Priority 4SP properties. Upon receipt of the City's written interest, Caltrans will send a sales contract to the City, and the City will have 60 calendar days from receipt to execute and return the contract to Caltrans.

In order for the City to determine whether or not to purchase the unoccupied properties, a Request for Proposal (RFP) was released to solicit an independent inspection company to perform a thorough inspection of the homes the City may consider for purchase. This work would determine the actual scope and estimated cost of repairs for the properties. The estimated repair costs would be included in the property and overall portfolio financial analysis. The SPPF evaluation of the historic unoccupied properties will be an additional layer of information, and complimentary to the inspection reports.

Over the last couple of months, City staff met with an SPPF committee to negotiate the MOU. While the City's position had been for SPPF to only evaluate the exterior of the historic unoccupied properties to be consistent with the City's Historic Preservation Ordinance, after learning that the historic covenants SPPF maintains for Caltrans also includes the character-defining features of the interior of the properties, the City has agreed to have SPPF evaluate the interior of the properties as well. Per the proposed MOU, SPPF will identify the character-defining features for the historic unoccupied properties in order to provide the City with a better assessment of the financial responsibilities associated with the purchase, maintenance, and renovation of these properties.

The scope of work under the MOU entails evaluations of the historic unoccupied properties that are identified as Priority 4SP (seven parcels) in the June 30, 2022 solicitation letter consistent with the City of South Pasadena Preservation Ordinance (Ordinance), the City of South Pasadena Design Guidelines for Alterations and Additions to Historic Residences (Guidelines), and the Secretary of the Interior's Standards for Rehabilitation (Standards).

The following properties are available to the City under Priority 4SP:

Parcel Number	Property Address	Туре
5317-012-900	1131 Columbia Street	Historic SFR
5317-012-906	216 Fairview Avenue	Historic SFR

5317-012-901	217 Fremont Avenue	Historic SFR
5317-012-902	225 Fremont Avenue	Historic SFR
5315-015-900	1110 Glendon Way	Historic SFR
5315-013-906	1002, 1008 Hope St. and 726 Meridian Ave.	Historic MFR
5310-031-903	1707 Meridian Avenue	Historic SFR

^{*}SFR is single-family residence; MFR is multi-family residence.

Per the MOU, any additional work would be solely at the discretion of the City, subject to the mutual consent of the City Manager and the President of SPPF, and could consist of those non-historic properties that are unoccupied and listed as Priority 3, of which there are currently 12 parcels, as well as any other properties that are occupied and may be offered to the City for purchase at a later date. It is important to note that the MOU includes language stating that all recommendations by SPPF outside of those required for compliance with the Ordinance, Guidelines and Standards, would be non-binding on the City.

Fiscal Impact

Entering into an MOU with SPPF would be at no cost to the City as the resource evaluation conducted by SPPF will be done on a volunteer basis.

Alternatives Considered

- 1. Not enter into an MOU with SPPF. However, SPPF is the local organization with expertise in historic preservation. Additionally, SPPF currently maintains the historic covenants for Caltrans on other properties.
- Enter into an MOU with SPPF with modifications to the MOU to limit the evaluations to unoccupied historic homes only with no option for future additional scope of work.

Attachments:

- 1. Proposed MOU with the South Pasadena Preservation Foundation
- 2. Caltrans June 30, 2022 Solicitation Letter

ATTACHMENT 1

Proposed MOU with the South Pasadena Preservation Foundation

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA PRESERVATION FOUNDATION TO CONDUCT EVALUATIONS OF UNOCCUPIED CALTRANS SURPLUS PROPERTIES

WHEREAS, the California Department of Transportation (Caltrans) has developed a Program to sell surplus Caltrans properties within the previous SR-710 corridor; and,

WHEREAS, there are twenty-six historic surplus properties among the sixty-eight surplus properties that may be offered for sale; and,

WHEREAS, the South Pasadena Preservation Foundation (SPPF) has the expertise to inspect, assess, inventory, document and evaluate the interior and exterior features of residential properties, including but not limited to identifying their character defining historic features (see Item 9 Definitions below); and,

WHEREAS, the South Pasadena Preservation Foundation (SPPF) also has the expertise to evaluate said features, using the City of South Pasadena Preservation Ordinance, the City of South Pasadena Design Guidelines for Alterations and Additions to Historic Residences, and the Secretary of the Interior's Standards for Rehabilitation and to advise the City on necessary corrective actions and a treatment protocol for repair, restoration and/or rehabilitation of the interior and exterior physical features of the buildings consistent with the Ordinance, Guidelines and Standards; and,

WHEREAS, the City Council would like to have a comprehensive analysis of the available properties prior to making a determination on which properties might be considered for purchase; and,

NOW, **THEREFORE**, the Parties hereto agree as follows:

1. RESOURCE EVALUATION - The City and SPPF will evaluate the unoccupied surplus properties being offered by Caltrans through the Sales Program as described in the Scope of Work in Section 2 of this MOU. SPPF will provide their historic preservation expertise to identify the character-defining features for the unoccupied properties in order to provide the City with a better assessment of the financial responsibilities associated with the purchase, maintenance, and renovation of these properties. SPPF will evaluate said features, using the City of South Pasadena Preservation Ordinance, the City of South Pasadena Design Guidelines for Alterations and Additions to Historic Residences, and the Secretary of the Interior's Standards for Rehabilitation and advise the City on necessary corrective actions and a treatment protocol for repair, restoration and/or rehabilitation of the interior and exterior physical features of the buildings consistent with the Ordinance, Guidelines and Standards. All recommendations outside of those required for compliance with these documents would be non-binding on the City.

- 2. **SCOPE OF WORK:** The first phase of work under this MOU would consist of those historic properties that are unoccupied as of June 30, 2022, currently seven (7) parcels. Any subsequent phases would be solely at the discretion of City, subject to the mutual consent of the City Manager and the President of SPPF, and could consist of those non-historic properties that are unoccupied as of June 30, 2022, currently 12 properties, as well as any properties that are occupied as of June 30, 2022 that become unoccupied after June 30, 2022, potentially anywhere from zero to 46 properties.
- 3. **MANAGEMENT OF OPERATIONS** The City Manager (or their designees) shall coordinate with SPPF (or their designees) to obtain access to the surplus properties from Caltrans to conduct the evaluation.
- 4. **FINANCIAL COSTS** There will be no financial costs associated with the implementation of this MOU since the resource evaluation conducted by SPPF will be done on a volunteer basis.
- 5. INDEMNIFICATION Each Party to this MOU agrees to indemnify and hold harmless the other Party, their officers, agents, and employees, from any and all claims, demands, actions, causes of action, damages or liability (including attorneys' fees and court costs) for injury to or death of persons, or for damage to property resulting from or arising out of any act and/or omission by the indemnifying Party, its officers, agents or employees in the performance of this MOU. Responsibility for the handling, processing and defense of general public liability claims, contract disputes, complaints or lawsuits shall inure to the Party or Parties named. Nothing herein shall preclude the Parties from entering into separate joint defense agreements or assumption of liability agreements.
- 6. **TERMINATION OF MOU** Either Party may terminate this MOU upon the giving of thirty (30) days written notice in advance of the date or, alternatively, all of the Parties' authorized representatives.
- 7. **DISSOLUTION** Upon completion of the purposes of this MOU, or as determined by the Parties, at any time, this MOU may be terminated.
- 8. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** Notices given pursuant to the requirements of this MOU shall be by personal service upon the Party to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

City of South Pasadena City Manager 1414 Mission Street South Pasadena, CA 91030 SPPF
President
913 Meridian Avenue
South Pasadena, CA 91030

- 9. **AMENDMENTS** This MOU may be amended upon unanimous action by each respective Member's authorized representative.
- **10.DEFINITIONS** For purposes of this MOU, the terms used herein shall be defined as follows:
 - a. Inspection: The process of visually assessing and documenting the condition of the interior and exterior physical features of a building or structure.
 - b. Assessment: The systematic process of collecting information to gauge the quality, condition, or importance of the interior and exterior physical features of a building or structure.
 - c. Documentation: The process of manually recording the condition of the interior and exterior physical features of a building or structure in writing and in photographs and/or video.
 - d. Inventory: The process of compiling a written listing of the interior and exterior physical features of a building or structure.
 - e. Evaluation: The process of making judgements about the condition of the interior and exterior physical features of a building or structure.
 - f. Advisement: The process of making recommendations for corrective actions or a treatment protocol for repair, restoration and/or rehabilitation of the interior and exterior physical features of a building or structure.

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:

City of South Pasadena:		
Arminé Chaparyan City Manager	 Date	
South Pasadena Preservati	ion Foundation:	
Mark Gallatin President	 Date	

ATTACHMENT 2

Caltrans June 30, 2022 Solicitation Letter

California Department of Transportation

DISTRICT 7 RIGHT OF WAY DIVISION 100 S. Main Street. Los Angeles, CA 90012 (213) 897-1901 | FAX (213) 897-8902 | TTY 711 www.dot.ca.gov





June 30, 2022

Arminè Chaparyan City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

Dear Ms. Chaparyan,

This letter serves to notify the City of South Pasadena (City) that the Department of Transportation (Caltrans) is soliciting the City's interest in purchasing unoccupied State Route (SR) 710 Surplus Residential Properties located within the City's jurisdiction. Caltrans must offer unoccupied properties to the City by June 30, 2022, pursuant to section 54239.4 (g) of the Government Code. Caltrans is offering unoccupied properties at either a Reasonable Price or the Minimum Sales Price pursuant to Sections 1483 (Priority 3) and 1484.3 (Priority 4SP) of the SR 710 Sales Program Regulations (21 CCR 1475 et seq.)

Included with this solicitation are copies of the Use and Resale Restrictions and, if available, property repair records for the past three years for the properties identified in the tables below. The following unoccupied properties are available for purchase under Priority 3:

Property Address	Туре	Reasonable Sales Price
773 Bonita Drive	SFR	\$200,000
901 Bonita Drive	SFR	\$ 20,700
215 Fairview Avenue	Vacant Lot	\$ 31,265
302 Fairview Avenue	SFR	\$ 22,750
1037, 1039 Grevelia Street	MFR	\$ 28,000
535 Meridian Avenue	SFR	\$550,000
885 Oneonta Drive	SFR	\$ 26,500
530 Orange Grove Avenue	SFR	\$310,000
534 Orange Grove Avenue	SFR	\$ 42,000
529 Prospect Avenue	SFR	\$321,000
540 Prospect Avenue	SFR	\$ 33,500
808 Valley View	SFR	\$ 34,000
822 Valley View	SFR	\$ 34,300

The following properties are available for purchase under Priority 4SP:

Property Address	Туре	Minimum Sales Price
1131 Columbia Street	Historic SFR	\$ 62,500
216 Fairview Avenue	Historic SFR	\$ 24,000
217 Freemont Avenue	Historic SFR	\$ 43,600
225 Freemont Avenue	Historic SFR	\$ 47,400
1110 Glendon Way	Historic SFR	\$ 35,500
1002, 1008 Hope St. and 726 Meridian Ave.	Historic MFR	\$ 31,100
1707 Meridian Avenue	Historic SFR	\$ 19,600

If the City is interested in purchasing any of the listed properties, the City must provide a written response identifying the properties of interest and mailing the response to Caltrans at the below address within 30 calendar days from the postmarked date of this letter for Priority 3 properties and 45 calendar days from the postmarked date of this letter for Priority 4SP properties.

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

Timely written responses must be received. Otherwise, Caltrans will determine the City is not interested in purchasing properties under Priorities 3 and 4SP and Caltrans will proceed to offer the properties under the next sales priority.

Please contact Carolyn Dabney, SR 710 Sales Program Manager, at (916) 716-7808 with any questions. Caltrans looks forward to working with the City to expand the supply of affordable housing in South Pasadena.

Sincerely,

Edward Francis

Deputy District Director of Right of Way

Attachments: Repair Records

Use and Resale Restrictions



City Council Agenda Report

ITEM NO. 23

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Angelica Frausto-Lupo, Community Development Director

SUBJECT:

Approval of Professional Services Agreement with HBI

Inspections for Residential Inspection Scope of Repairs and

Cost of Repairs

Recommendation

It is recommended that the City Council:

- Review and approve of the Professional Services Agreement with HBI Inspections for residential inspection scope of repairs and cost of repairs services related to the Caltrans surplus unoccupied properties for a total not-to-exceed amount of \$140,000; and
- 2. Authorize the City Manager to execute any documents related to this Agreement. enter into a Professional Services Agreement with HBI Inspections for residential inspection scope of repairs and cost of repairs services related to the Caltrans surplus unoccupied properties for a total not-to-exceed amount of \$140,000.

Background

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

On September 28, 2021, Governor Newsom signed Senate Bill 381 (SB 381) into law. The SB 381 regulations were finalized in Spring 2022. The law gives the City priority to purchase the unoccupied properties at either reasonable sales price for non-historic properties or minimum sales price for historic properties. Additionally, the law would allow the City to sell the properties at fair market value, and use the proceeds to create affordable housing units at a ratio of 3:1, that is three affordable units to be created through the sale of each Caltrans property.

Pursuant to SB 381, California Department of Transportation (Caltrans) has begun offering surplus properties for sale in phases. Caltrans has identified 68 surplus properties in South Pasadena, as shown in the table below:

Property Type	Number of Units
Occupied	46
Unoccupied	20
Unimproved	2
Total	68

The City Council has established the following priorities regarding the Caltrans surplus properties:

- Reintegrate Caltrans surplus properties back into the community in an expeditious manner; and
- Prevent displacement of tenants; and
- Support tenants interested in homeownership; and
- · Identify affordable housing opportunities; and
- Preserve/protect historic properties.

On April 20, 2022, the City authorized a Request for Proposals (RFP) to be issued for inspection and repair estimates related to the Caltrans surplus homes.

On June 8, 2022, Staff met with the City Implementation Committee to review the RFP and provide comments.

On June 13, 2022, Staff released the RFP (Attachment 1) and utilized PlanetBids, the City's procurement and RFP outreach website, to promote and advertise the RFP. The RFP had a response deadline of June 30, 2022.

Caltrans Update

On June 20, 2022, Staff and Consultants met with Caltrans employees Edward Francis, Deputy District Director of Right of Way and Carolyn Dabney, Chief, Excess Land. Staff requested the meeting to begin a regular and open communication regarding the disposition of the surplus properties within the City of South Pasadena.

The meeting had several topics including disposition timing, affordability covenants, escrow process, inspection access, coordination of efforts, etc. Caltrans confirmed that they intend to start the sales of occupied surplus properties to existing tenants towards the end of summer 2022. They further stated that this process will include homebuyer education workshops to inform and answer questions from tenants currently occupying Caltrans surplus properties.

On June 30, 2022, the City received a letter from Caltrans (see Attachment 2) in which they are soliciting the City's interest in purchasing 20 unoccupied residential properties. If the City is interested in purchasing any of the listed properties, the City must provide a written response by the dates shown below identifying the properties of interest. Staff confirmed with Caltrans that this is a non-binding letter of interest.

Professional Services Agreement with HBI Inspections July 20, 2022 Page 3 of 6

The Caltrans letter provided some unexpected information. Three of the properties on the list were previously occupied properties. Caltrans confirmed the following:

- 1. 885 Oneonta Drive relocated tenants; property is now vacant
- 2. 1008 Hope and includes 1002 Hope & 726 Meridian property is now vacant
- 3. 529 Prospect property is now vacant

Four of the properties on the list were previously stated by Caltrans to be unoccupied and therefore were expected to be provided to the City but were not on the list. Caltrans confirmed the following:

- 1. 908 Monterey multi-family with one unit still occupied
- 2. 1010 Hope multi-family with one unit still occupied
- 3. 1011 Foothill unoccupied temporary housing for displaced tenants. Property will be made available to the City in the future.
- 4. 1015 Columbia home is occupied

Included in the Government Code are a series of deadlines for the disposition of the surplus properties in the City of South Pasadena. The timing of those deadlines commence as of the date of the Caltrans letter, June 30, 2022. The following milestone calendar includes the major deadlines going forward:

Description	Non-Historic	Historic
City provides Caltrans letter of interested properties	07/29/2022	08/12/2022
Caltrans provides Purchase & Sale Agreements	08/28/2022	09/11/2022
(Est.)		
City returns signed Agreements (Est. 60 days after	10/27/2022	11/10/2022
Caltrans provides Agreements)		
City/Caltrans close escrow (Est. 120 days after City	02/24/2023	03/10/2023
returns singed Agreements)		

The City's commitment to purchase the homes will not be binding until the City returns the signed Purchase & Sale Agreements to Caltrans.

RFP for Residential Inspection Scope of Repairs and Estimated Cost of Repairs
The RFP (see Attachment 1) solicited companies to respond with a proposal to provide
a scope of repairs and estimated cost of repairs for the Caltrans surplus properties
located within the City of South Pasadena. The RFP provided surplus property details
and a description of the rehabilitation standards to be used by the selected company
when preparing a scope of repairs and an estimated cost of repairs. The RFP included
a list of proposal requirements such as:

- 1. Title page
- 2. Cover letter including details about the company and acceptance of the City's standard Professional Services Agreement
- 3. Detailed scope of work
- 4. Project team members and their experience and certifications

Professional Services Agreement with HBI Inspections July 20, 2022 Page 4 of 6

- 5. Sample inspection report
- 6. Compensation structure specific to the 20 Unoccupied properties with the option to do the Occupied properties in the future if a particular tenant chooses not to purchase or doesn't qualify to purchase.

Analysis

Two companies submitted proposals to the City. The proposals were reviewed by Staff and the Consultants and the following determinations were made:

FEI Associates:

FEI Associates has a strong background in Civil/Structural Engineering but no experience in residential property inspections. The proposal (Attachment 3) did not provide a sample inspection report or an example of a detailed cost estimate. Instead of providing a per property price and focusing on a price for only the 20 unoccupied properties as outlined in the RFP, they provided a lump sum amount of \$324,500 for all 66 improved properties.

HBI Inspections:

HBI Inspections (HBI) is based in Chino Hills and has a team of residential inspectors located in various parts of Los Angeles County. According to their proposal (Attachment 4) HBI has been specializing in residential property inspections for the past 14 years.

The owner of HBI Inspections will be the project lead on this contract, and will manage various inspectors for each property, depending upon their specialty. The owner maintains his license as a real estate agent, certified home inspector, Division of State Architect Class-1 state school construction inspector and holds 3 California contractor's licenses. They state that they are experts in the State of California Building Code and International Building Code. Some of the inspectors hold certifications in hazardous materials, including lead, asbestos, mold, radon gas, and air quality management. The company has experience working with various government agencies, school districts, and the private sector. The company has experience working on properties listed on the National Register of Historic Places and understands the special needs for documentation as it relates to their inspection of historical residential properties. They recently completed residential property inspections for the Santa Monica Community College District on surplus homes owned by the district. They have confirmed their understanding of the project objectives, scope and requirements and have accepted the City's Professional Services Agreement without changes.

HBI provided a satisfactory sample scope of repairs and template form cost estimate report. Their fee schedule includes a sliding scale of pricing for the scope of repairs depending upon the size of the home. Their fee schedule provides a variety of add-on fees depending upon certain conditions related to each home. For example, there is an add-on fee for historic homes, detached garages, testing for lead/asbestos, etc. To get

Professional Services Agreement with HBI Inspections July 20, 2022 Page 5 of 6

a sense of pricing for the specific surplus homes just released by Caltrans to the City, Staff has created an estimated pricing table (Attachment 5). This pricing table includes the base price for the scope of repairs and an estimate of the various add-on fees related to each home. The total estimated fee for HBI Inspections services is \$135,324. Staff suggests rounding that number to a not-to-exceed amount of \$140,000 and adding a ten percent (10%) contingency fee due to the tight timeline and number of properties needed to be inspected.

Advantages of Scope of Repairs and Estimated Cost of Repairs

The estimated cost of repairs will provide critical information for the City's consideration of the properties for purchase, whether to sell to an income qualified buyer or to rent the home at affordable levels to an income qualified household. If the home is historic, the cost of repairs will inform the City's policy decisions on whether to sell at market price, and use the sale proceeds to create additional affordable housing in the City. An inspection report and an estimated cost of repairs will benefit the City in the event that the City opts to partner with a Housing Related Entity (HRE) and/or a Community Land Trust to perform the needed repairs and then sell or rent the home.

In addition, the Scope of Repairs and Estimated Cost of Repairs will provide the City a better negotiating position when selling any historic home at market rate to a buyer. Instead of relying upon a market-rate buyer to provide their own repair estimate which could potentially be biased toward the buyer's interest of a reduced sales price, the City can pay a small amount now and ensure the historic home is sold at a fair and reasonable price and maximize the amount available to the City to create three additional affordable units.

Staff supports completing the scope of repairs and estimated cost of repairs for all the properties so the City can make an informed decision on which properties to purchase from Caltrans. The City can issue a separate RFP for Housing Related Entities (HRE) to partner with the City to be responsible for all aspects of the renovation of the properties and selling the homes or renting them to income qualified households.

Alternatively, the City would also have the option to transfer ownership of the property to a new local-based community land trust that would hire contractors to rehabilitate the homes, and a professional property management company that would rent the homes at affordable rents. The community land trust could hold a portfolio of properties including any properties that existing tenants choose not to purchase or do not qualify to purchase and enable the tenants to remain in the homes they currently occupy.

Staff recommends the approval of the Professional Services Agreement with HBI Inspection for a total not-to-exceed amount of \$140,000.

Fiscal Impact

The cost for inspection services in the amount of not-to-exceed \$140,000 could be paid from the Community Development Professional Services Account 101-7010-7011-8170-

Professional Services Agreement with HBI Inspections July 20, 2022 Page 6 of 6

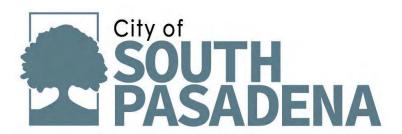
000. While this expense was not specifically identified in the FY 2022-23 budget, "other housing initiatives" are included within that budget description.

Attachments:

- 1. Request for Proposals (RFP) to Provide Residential Inspection Scope of Repairs and Estimated Cost of Repairs
- 2. Caltrans Letter with Unoccupied Properties- June 30, 2022
- 3. FEI Associates Proposal
- 4. HBI Inspections Proposal
- 5. HBI Inspections Estimated Pricing Table
- 6. Draft Professional Services Agreement

ATTACHMENT 1

Request for Proposals (RFP) to Provide Residential Inspection Scope of Repairs and Estimated Cost of Repairs



Request for Proposals (RFP) to provide residential inspection scope of repairs and estimated cost of repairs

City of South Pasadena Community Development Department Community
Development Director/Contact: Angelica Frausto-Lupo
afraustolupo@southpasadena.gov

Summary of Key Dates

RFP Release: June 13, 2022 Submittal of Questions: June 17, 2022 Responses Posted: June 21, 2022

Proposals Due: June 30, 2022, 4:00 PM

SAVE FOR INTERVIEWS: Week of July 5th – 8th

Award of Project: July 20, 2022*

^{*} Requires City Council approval



June 13, 2022

Summary

This document is a Request for Proposals (RFP) to perform housing rehabilitation assessment inspections in the City of South Pasadena (City). The City is requesting proposals from qualified firms or consulting teams to inspect and provide a scope of repairs and repair cost estimate for a group of residential properties located within the City of South Pasadena.

RFP Questions

The City invites questions to clarify the project scope, process or other details. All questions must be submitted through PlanetBids by June 17, 2022

https://pbsystem.planetbids.com/portal/44654/bo/bo-search

The response document will be posted on PlanetBids by June 21, 2022.

Submission Deadline

All proposals must be provided electronically <u>as one .pdf document and received no later than</u> <u>4:00 P.M. on June 30, 2022</u>, to be considered. Proposals should be uploaded to PlanetBids.

https://pbsystem.planetbids.com/portal/44654/bo/bo-search

Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all attachments hereto. The attachments shall include:

- 1. Excel spreadsheet file providing a list and property information for all properties
- 2. Template Professional Services Agreement

General Overview

Following the elimination of the SR-710 freeway extension, the California Department of Transportation (Caltrans) is offering to sell surplus properties previously slated for demolition to the City of South Pasadena. There is a total of forty-six (46) **Occupied** and twenty (20) **Unoccupied** surplus homes in South Pasadena.

IMPORTANT: The primary focus of this RFP will include all twenty (20) **Unoccupied** surplus homes. At a later date, which could be 4-12 months after the initial 20 inspections, there is a possibility of inspecting some of the **Occupied** homes if an existing tenant chooses not to purchase or doesn't qualify to purchase.

Status	Historic	Non-Historic	Total
Occupied	18	28	46
Unoccupied	8	12	20

Those properties that are designated as historic may include an inspection and report from a City of South Pasadena partner i.e., South Pasadena Preservation Foundation (SPPF) identifying character defining features that need to be preserved and repaired if necessary. The City and SPPF are currently negotiating a Memorandum of Understanding for this service. The final scope and estimate of repairs from this RFP shall incorporate any work deemed necessary by the City.

An Excel spreadsheet is provided with this RFP that lists property information for all sixty-six properties. Included in the spreadsheet is the following:

- 1. State Parcel #
- 2. Assessor's Parcel Number (APN)
- 3. Address
- 4. Alternate Address (in some cases there are two buildings on one site)
- 5. Historic Category
- 6. Occupancy Status
- 7. Type (MFR/SFR)
- 8. Zoning
- 9. Beds (if available)
- 10. Baths (if available)
- 11. Square Footage (if available)
- 12. Year Built (if available)
- 13. Notes
- 14. Link to photo of home

Note: Some of the properties are designated MFR (multi-family residence). The Notes column designates whether the property includes two buildings or one building with two units. Because the property located at 626 Prospect Ave. is more of an apartment style building, and for purposes of this RFP, the City is excluding this property from this RFP.

Project Description

Interested firms/consulting teams should provide a proposal to work collaboratively with staff and

city consultants to:

- 1. Conduct a comprehensive site inspection of each property to determine scope of repairs.
- 2. Prepare an inspection report detailing the scope of repairs needed for each property with sufficient detail (description of repair work, location of repair, and quantity of materials or dimensions) to allow a contractor to understand the repair requirements and provide a bid to correct the line-item repair issue.
- Prepare a separate but corresponding estimated cost of repairs which shall be numbered with the same reference used in the scope of repairs along with the estimated grand total cost of repairs.

Rehabilitation Standards

The City desires to have a final scope of repairs and cost estimate for ALL repairs necessary for a buyer to obtain financing and to move in.

The improvements specified in the scope of work and repair estimate shall be based upon Local Building Code standards and standard grade building materials. Standard grade building materials shall be defined as non-customized materials that are not considered an upgrade and that meet building code requirements. At a minimum, the scope of repairs must address:

- *Health and safety* Identify items necessary to bring the property into a safe and sanitary condition including, but not limited to:
 - Leaking plumbing
 - Rotten wood
 - Pest-termite control remediation
 - Overloaded electrical system
 - Broken windows
 - Leaking/damaged roof
 - o Presence of asbestos and lead-based paint (see below)
- *Major Systems* including structural support, roofing; siding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing (including camera of sewer lateral to the street); electrical; and heating (including chimney inspection), ventilation, and air conditioning.
 - The report must provide an estimate (based on age and condition) of the remaining useful life of these systems.
 - The standards must require that, upon completion, each of the major systems have a minimum useful life of 5 years *or* the major systems must be rehabilitated or replaced as part of the rehabilitation work.
- Lead-Based Paint Standards must require housing to meet applicable provisions of 24 CFR part 35. Units constructed prior to 1978 will be inspected according to HUD

regulations for the remediation of lead-based paint.

- Energy Efficiency Improvements
 - All wall and attic insulation must comply with California Quality Standards for Insulting Materials (CCR, Title 24, Part 12, Ch. 12-136)
 - If windows are replaced, they should be products rated by the National Fenestration Rating Council
 - o If HVAC system is replaced, they must meet state energy standards
 - o If Water Heater is replaced, they must meet state energy standards
 - o If weatherization is not already installed, the whole home shall be weatherized.
 - If appliances are replaced, they must meet state energy standards
- State and Local Codes, Ordinances, and Zoning Requirements The standards must require the housing to meet all applicable State and local codes, ordinances, and requirements.
- *Uniform Physical Condition Standards (UPCS)* Standards must ensure that the housing will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703.
- The following is meant to provide a general list of the systems and areas of the home that shall be inspected and analyzed. It is not meant to be a comprehensive list and the Vendor is expected to inspect and analyze any other areas of the home that have deficiencies. Review and test the following and ensure that they are operational, no needed repairs, and up to current codes and can accommodate the modern-day demands.
 - a. Electrical
 - b. Plumbing & Plumbing fixtures
 - c. Heating & Air Conditioning
 - d. Paining: exterior & interior
 - e. Structure
 - f. Windows
 - g. Doors
 - h. Kitchen appliances
 - i. Roofing
 - j. Chimney (if applicable)
 - k. Foundation
 - 1. Insulation
 - m. Exterior site, walls, landscaping, drainage
 - n. Sewer line inspection including camera lateral pipe from street to home (if applicable)
 - o. Cabinetry

- p. Sprinkler system
- q. Lead Based Paint & Asbestos (if applicable)
- r. Landscaping: necessary trimming and/or removal of dead or dying vegetation and a budget amount with assumptions provided to make the property presentable.

Project Schedule

The work related to this RFP is a high priority project for the City. Proposals should confirm availability to start inspections and work immediately after award of contract at the end of July 2022.

Task 1. Conduct Comprehensive Property Inspection

Vendor team will inspect designated properties and work with City Staff, and City Consultants to decide scope of work for each property.

Deliverable: None

Task 2: Prepare an Inspection Report

Vendor team will prepare an inspection report detailing the scope of repairs needed for each property with sufficient detail (description of repair work, location of repair, and quantity of materials or dimensions) to allow a separate process to hire an independent contractor to understand the repair requirements and provide a bid to correct the line-item repair issue.

Deliverable: Inspection Report in PDF and original document format (e.g. Word)

Task 3: Prepare an Estimated Cost of Repairs

Prepare a separate but corresponding estimated cost of repairs for each property which shall be line itemed and numbered with the same reference used in the scope of repairs along with the estimated grand total cost of repairs.

Deliverable: Estimated Cost of Repairs in PDF and Excel format.

Proposal Requirements

Submittal packet formatted to standard letter-sized paper in one electronic PDF file.

1. **Title Page:** Include the firm name, address, primary contact person, and contact's phone number and email address.

2. Cover Letter:

- a. Provide a statement indicating the firm's understanding of the project's objectives, scope, and requirements.
- b. Give the name of the individual authorized to submit the proposal and the name of the person(s) who will be authorized to make presentations for the firm/consulting team. Include their titles, addresses, telephone numbers, and email addresses.

- c. Provide a synopsis of the firm/consulting team's background, history, and services provided as it relates to this RFP.
- d. Provide an acknowledgement that the firm accepts the City's Professional Services Agreement (see attached Agreement attached to this RFP) or provides all proposed changes.
- 3. **Scope of Work:** A detailed proposal describing each milestone of the work as described including the following:
 - a. Synopsis of the project based on the description and your team's experience working on similar projects.
 - b. Detailed step-by-step break down of tasks with responsible person, anticipated time to complete, and deliverables
- 4. **Project Team:** The City is hopeful to hire a firm with multiple qualified inspectors that use the same inspection report format and repair estimate software so that multiple properties can be inspected at the same time in an expeditious fashion.
 - a. Include all property inspector team members' names, resumes, certifications, and professional titles, including relevant work experience/projects. Provide whether any of them are specialists in a certain field such as historical inspection and renovation, structural, roof, etc.
 - b. Describe the specific responsibility each team member will have on the project and confirm her/his availability to work on this project starting in July & August 2022.
- 5. **Proposed Changes to Project Scope & Compensation:** Provide any proposed changes to the project scope and/or compensation.
- 6. **Sample Inspection Reports:** Provide a copy of an inspection report and estimate of repair costs as similar to this work as possible.
- 7. **Compensation:** Since homes are of various sizes in this assignment, and title records do not provide property details on all of the homes, please provide a costing schedule based upon square footage ranges in the following manner:

```
Less than 1,000 s.f. = $amount
1,001 to 1,500 s.f. = $amount
1,501 to 2,000 s.f. = $amount
```

2,001 to 2,500 s.f = \$ amount

2,501 to 3,000 s.f. = \$amount

3,001 to 3,500 s.f. = \$amount

3,501 to 4,000 s.f. = \$ amount

It is appropriate to split out compensation for specialty inspection work that may not be relevant on every property. For example, a proposal can separate the cost for an asbestos

inspection or a chimney inspection as needs arise. However, the base price for inspection should include all relevant costs to perform the work that is required on every property. This keeps the costs down for the standard inspection for each property while also providing the ability to add a specialty inspection if required.

Selection Criteria

An evaluation committee comprised of City staff and City consultants will conduct the evaluation of proposals. The evaluation committee evaluates the submittals against the established evaluation criteria stated in this section. The scores of the committee members will be added to determine a recommendation to the City Council. Oral interviews of the finalists may be requested to further expand on a proposal's qualifications and approach for this project. If oral interviews are selected by the evaluation committee, they will be conducted the week of <u>July 5th through the 8th</u>. The City of South Pasadena will evaluate all responses and will select the firm that is most qualified, and, in the City's, sole opinion meets the needs and expectations of this contract.

The following criteria will be used to evaluate the submittals:

1. <u>Organization Experience</u>

Demonstrated experience of the firm performing work similar to the scope described in this RFP and longevity working with any sub-contractors.

2. Staff Qualifications and Experience

Demonstrated experience of the key personnel performing work described in this RFP along with the quality of the sample inspection report and estimated cost of repairs. This will include any experience in historical property inspection and renovation.

3. Project Approach

Proposal description outlining how the firm intends to provide the services required by this RFP and adequate staffing and proposed timeline to complete the work.

4. Compensation

The City reserves the right to make any changes to this RFP, or to reject any and all proposals, or parts of any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, or to postpone or cancel this RFP, at any time, or to re-solicit this RFP, or to waive any irregularities in this RFP or in the offers received as a result of this RFP. The City also reserves the right to request clarification or information from any firm that submitted a proposal. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation. The City reserve the right to award all or part of the services described in this RFP. All proposals will become the property of the City of South Pasadena.

ATTACHMENT 2

Caltrans Letter with Unoccupied Properties- June 30, 2022

California Department of Transportation

DISTRICT 7 RIGHT OF WAY DIVISION 100 S. Main Street. Los Angeles, CA 90012 (213) 897-1901 | FAX (213) 897-8902 | TTY 711 www.dot.ca.gov





June 30, 2022

Arminè Chaparyan City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

Dear Ms. Chaparyan,

This letter serves to notify the City of South Pasadena (City) that the Department of Transportation (Caltrans) is soliciting the City's interest in purchasing unoccupied State Route (SR) 710 Surplus Residential Properties located within the City's jurisdiction. Caltrans must offer unoccupied properties to the City by June 30, 2022, pursuant to section 54239.4 (g) of the Government Code. Caltrans is offering unoccupied properties at either a Reasonable Price or the Minimum Sales Price pursuant to Sections 1483 (Priority 3) and 1484.3 (Priority 4SP) of the SR 710 Sales Program Regulations (21 CCR 1475 et seq.)

Included with this solicitation are copies of the Use and Resale Restrictions and, if available, property repair records for the past three years for the properties identified in the tables below. The following unoccupied properties are available for purchase under Priority 3:

Property Address	Туре	Reasonable Sales Price
773 Bonita Drive	SFR	\$200,000
901 Bonita Drive	SFR	\$ 20,700
215 Fairview Avenue	Vacant Lot	\$ 31,265
302 Fairview Avenue	SFR	\$ 22,750
1037, 1039 Grevelia Street	MFR	\$ 28,000
535 Meridian Avenue	SFR	\$550,000
885 Oneonta Drive	SFR	\$ 26,500
530 Orange Grove Avenue	SFR	\$310,000
534 Orange Grove Avenue	SFR	\$ 42,000
529 Prospect Avenue	SFR	\$321,000
540 Prospect Avenue	SFR	\$ 33,500
808 Valley View	SFR	\$ 34,000
822 Valley View	SFR	\$ 34,300

The following properties are available for purchase under Priority 4SP:

Property Address	Туре	Minimum Sales Price
1131 Columbia Street	Historic SFR	\$ 62,500
216 Fairview Avenue	Historic SFR	\$ 24,000
217 Freemont Avenue	Historic SFR	\$ 43,600
225 Freemont Avenue	Historic SFR	\$ 47,400
1110 Glendon Way	Historic SFR	\$ 35,500
1002, 1008 Hope St. and 726 Meridian Ave.	Historic MFR	\$ 31,100
1707 Meridian Avenue	Historic SFR	\$ 19,600

If the City is interested in purchasing any of the listed properties, the City must provide a written response identifying the properties of interest and mailing the response to Caltrans at the below address within 30 calendar days from the postmarked date of this letter for Priority 3 properties and 45 calendar days from the postmarked date of this letter for Priority 4SP properties.

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

Timely written responses must be received. Otherwise, Caltrans will determine the City is not interested in purchasing properties under Priorities 3 and 4SP and Caltrans will proceed to offer the properties under the next sales priority.

Please contact Carolyn Dabney, SR 710 Sales Program Manager, at (916) 716-7808 with any questions. Caltrans looks forward to working with the City to expand the supply of affordable housing in South Pasadena.

Sincerely,

Edward Francis

Deputy District Director of Right of Way

Attachments: Repair Records

Use and Resale Restrictions

Free Recording Pursuant to Government Code Section 27383 at the Request of the California Department of Transportation

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

California Department of Housing and Community Development P.O. Box 952052 Sacramento, California 94252-2052 Attn: General Counsel

[site address]

(Space Above This Line for Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS DECEMENT	On Or Cordinary	15, COMBIN	iorio, mid itas		
("Use and Resale Covenant") is made as of the	dayof	, 20	("Effective	
<i>Date</i> ") by	and its su	ccessors and as	ssigns ("Owner"),	for the benefit	
of the California Department	of Transportation, a	department of	the State of Calif	ornia	
(" <i>Caltrans</i> ") and	("Monitoring Entity"). Owner is purchasing that				
certain real property, consisti	ng of land and all im	provements the	ereon, in the City of	of <mark>South</mark>	
Pasadena with a street addres	s of		_, <mark>South</mark> Pasadena	<mark>a</mark> , California	
, and a legal descript	tion found in Exhibit	t A attached her	reto and made a p	art hereof	
("Property"). Capitalized terr	ns used in this Use a	nd Resale Cove	enant not already	defined above	
have the meanings given to the	nem in Section 2 belo	w. This Use an	nd Resale Covena	nt is made	
with reference to the following	ng facts:				

RECITALS

- **A.** WHEREAS, in 1979 the Legislature passed Senate Bill 86, commonly referred to as the "Roberti Act." (herein the "Act") The Act, as amended, is contained in Government Code Sections 54235 et seq. and contains Legislative findings and declarations that the sale of certain surplus residential properties by Caltrans would directly serve an important public purpose; Caltrans, pursuant to the Act, is selling the Property to Owner, subject to the provisions of this document;
- **B.** WHEREAS, in accordance with the Act, Caltrans has developed a program as more particularly set forth in Chapter 9.5, Division 2 of Title 21 of the California Code of Regulations (herein, the "*Regulations*") to provide housing opportunities to individuals and families with low

and moderate incomes by offering homes for sale at prices which are below those otherwise prevailing in the real estate market;

- C. WHEREAS, Caltrans has identified Owner as eligible to purchase the Property at Caltrans' original acquisition price in accordance with the Act based upon Owner's status as a Housing-Related Public Entity pursuant to California Code of Regulations, Title 21, section 1483;
- **D. WHEREAS**, to effectuate the sale of the Property to Owner, Owner has agreed to use and resale restrictions in accordance with the Act and evidenced by this Use and Resale Covenant; and
- **E. WHEREAS**, Caltrans has determined the Property is "excess real property" within the meaning of Streets and Highways Code Section 118.6 and approved the sale;

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the Act, Caltrans, Owner, and Monitoring Entity hereby declare and agree as follows:

Section 1. Extraordinary Provisions.

1.1 Purchase Price. Owner's purchase price for the Property is the price paid by Caltrans for its original acquisition of the Property, without any adjustment for inflation. This purchase price is the Reasonable Price specified in California Code of Regulations, Title 21, section 1485(c)(1). Owner's purchase price complies with Government Code, section 54239.1, subdivision (c)(1).

1.2 Owner Acknowledgments.

- (a) Owner understands and agrees to abide by the provisions of this Use and Resale Covenant.
- (b) Owner hereby takes the Property subject to certain restrictions and limitations of the full enjoyment and use of the Property as set forth in this Use and Resale Covenant. Owner acknowledges that Owner may not enjoy the same economic benefits from owning the Property that Owner would enjoy if this Use and Resale Covenant did not exist.
- (c) Absent the assistance provided by Caltrans, and the provisions of this Use and Resale Covenant, the Property could not be made available to Persons and Families of Low or Moderate Income for rental or owner-occupied housing. If the Property is developed as a limited-equity housing cooperative pursuant to Civil Code section 817, then the assistance provided by Caltrans shall be considered a public subsidy for the purposes of Civil Code section 817.2.

- (d) In recognition of the acknowledgements and agreements stated herein, Owner accepts and agrees to the provisions of this Use and Resale Covenant with the understanding that this Use and Resale Covenant will remain in full force and effect to limit use and transfer of the Property unless terminated pursuant to the terms herein.
- (e) Owner covenants and agrees for itself, its successors, its assigns, and every successor in interest in the Property or any part thereof, that Owner, such successors and such assignees, shall regularly and continuously use the Property only for the purposes authorized in this Use and Resale Covenant.
- (f) Owner further agrees not to challenge the terms and provisions of this Use and Resale Covenant or any right of Caltrans, Monitoring Entity, and acknowledges that these terms are not an unreasonable restraint on any use or Transfer of the Property.

Section 2. Definitions.

As used in this Use and Resale Covenant, the capitalized terms set forth below shall have the following meanings:

- (a) "Affordable Rent' means rent calculated in a manner consistent with the provisions of Government Code section 54236(g) and California Code of Regulations, Title 25, section 6922.
- (b) "*Broker*" means a real estate broker licensed by the California Department of Real Estate to assist Owner in identifying purchasers for the Transfer of the Property.
- (c) "Capital Improvement" means a permanent improvement to the Property made during Owner's ownership of the Property which: (a) Monitoring Entity determines, in its good faith discretion, was reasonable and increases the Property's value; (b) has a value in excess of one-half of one percent (0.5%) of the Owner's purchase price; (c) has a useful life of greater than five (5) years; and (d) is made with all required permits and approvals, including without limitation homeowner's association and governmental approvals obtained prior to the construction or installation of the Capital Improvement(s).
- (d) "Event of Default" is defined in Section 10.1.
- (e) "HRE" means housing-related entity as further defined in the Act and the Regulations.
- (f) "Lender" means a bank, savings and loan association, insurance company, pension fund, publicly traded real estate investment trust, governmental agency, or charitable organization customarily engaged in making residential purchase money loans and which has loaned money to Owner to purchase or refinance the loan used to purchase the Property.

- (g) "Lender Lien" means one or more deed(s) of trust or other security instruments used for the purpose of securing one or more loans, including down payment assistance loans, from the Lender to finance or refinance the purchase of the Property.
- (h) "*Notice*" means any notice, demand or other communication required or permitted to be given under this Use and Resale Covenant by one party to this Use and Resale Covenant to another party to this Use and Resale Covenant.
- (i) "Official Records" means the Official Records of the Office of the County Recorder Los Angeles County, California.
- (j) "Persons and Families of Low or Moderate Income" shall have the same meaning as set forth in Health and Safety Code Section 50093.
- (k) "*Transfer*" means any sale, assignment, or conveyance, voluntary or involuntary, of any interest in the Property, excluding lease or rental, or recordation of a Lender Lien.

Section 3. Use of the Property.

- **3.1** Uses Permitted. No use of the Property is permitted unless it conforms to the terms of this Use and Resale Covenant and is authorized by this Section of the Use and Resale Covenant.
- 3.2 Use as a Rental. The Property may be used as rental housing only as specified:
 - (a) Owner shall give right of first occupancy to present tenants.
 - (b) Present tenants who are not Persons and Families of Low or Moderate Income may be charged fair market rent until they vacate or are otherwise lawfully removed from the Property.
 - (c) Present tenants who are Persons and Families of Low or Moderate Income shall be charged only Affordable Rents.
 - (d) New tenants shall be Persons and Families of Low or Moderate Income and shall be charged only Affordable Rents.
 - (e) Owner shall cause any new housing units added to the Property to be used only for rental housing at Affordable Rents for Persons and Families of Low or Moderate Income.
- **3.3 Use as Owner-Occupied Affordable Housing.** If the Property is a single-family residence, then Owner may Transfer the Property pursuant to Section 4.3 to Persons and Families of Low or Moderate Income to be used as owner-occupied affordable housing, as defined in California Government Code section 62250. In the event of such Transfer:

- (a) Owner shall give first right of refusal to present tenants if they are Persons and Families of Low or Moderate Income in accordance with the terms of this Use and Resale Covenant.
- (b) If Owner is an HRE, then Owner shall dedicate all profits realized from the Transfer to the construction of housing for Persons and Families of Low or Moderate Income within the City of South Pasadena.
- (c) All subsequent Transfers of the Property shall be to Persons and Families of Low or Moderate Income to be used as owner-occupied affordable housing, as defined in California Government Code section 62250.
- (d) Owner shall cause any new housing units added to the Property to be used only for rental housing at Affordable Rents for Persons and Families of Low or Moderate Income.
- **3.4 Use as a Limited-Equity Cooperative.** If the Property is a single-family residence, then the Property may be developed as a limited-equity housing cooperative housing pursuant to Civil Code section 817. If developed as a limited-equity housing cooperative, then present occupants shall be the first to be offered stock or membership interests.
- **3.5 Rehabilitation for Use.** Owner shall rehabilitate the Property as necessary to comply with applicable law prior to use under Sections 3.2 or 3.3. Owner shall comply with Government Code section 54239.3.

Section 4. Transfers.

- **4.1 Transfers Permitted.** No Transfer of the Property is permitted unless it conforms to the terms of this Use and Resale Covenant, it is authorized by this Section, and it follows the procedures delineated in Section 5 of this Use and Resale Covenant.
- **4.2 Transfers to an HRE.** Owner may Transfer the Property to an HRE if:
 - (a) Monitoring Entity has provided written approval of the sale; and
 - (b) The sales price is the same price Owner paid to Caltrans to acquire the Property; and
 - (c) The purchasing HRE agrees to take ownership subject to this Use and Resale Covenant. Upon taking ownership, the purchasing HRE becomes the Owner.
- **4.3 Transfers to Persons and Families of Low or Moderate Income.** In compliance with Sections 3.3 and 5 of this Use and Resale Covenant, Owner may Transfer the Property to Persons and Families of Low or Moderate Income to be used as owner-occupied affordable housing, as

defined in California Government Code section 62250. Such new purchaser shall take ownership of the Property subject to the Use and Resale Covenant.

- **4.4 Other Transfers.** Owner may Transfer the Property as authorized or required by Sections 7.2, 11.2, and 11.3
- **4.6** Transfers After Condemnation. If a portion of the Property is condemned and Owner determines it is not feasible to continue to use the Property for affordable housing, as required by the Use and Resale Covenant, then Owner shall sell the Property pursuant to Section 7.2.

Section 5. Transfer Procedures.

- **5.1 Notice of Proposed Transfer.** If Owner desires to Transfer the Property, Owner shall deliver written notice to Monitoring Entity at least thirty (30) days prior to the proposed Transfer of the Property.
- **5.2** No Fees Allowed. Owner shall not receive any fees or other consideration upon Transfer except the allowable price under this Use and Resale Covenant. Arrangements with a Broker to circumvent the normal brokerage fee practices shall not be allowed.
- **5.3** Excess Proceeds. If Owner receives more than the allowable price under this Use and Resale Covenant when the Property is Transferred, then the excess proceeds shall be disgorged and paid by Owner to Monitoring Entity. Monitoring Entity shall dedicate all excess proceeds to the construction of housing for Persons and Families of Low or Moderate Income within the cities of Pasadena, South Pasadena, Alhambra, La Canada Flintridge, or the boundaries of United States Postal Service ZIP Code 90032.

Section 6. Closing Escrow.

- **6.1** Conditions to Closing Escrow. Except for Transfers by foreclosure or the Lender's acceptance of a deed in lieu of foreclosure and Transfers pursuant to Section 4.4, all Transfers shall take place through an escrow with a California licensed independent escrow company or a title insurance, underwritten title company, or controlled escrow company regulated by the California Department of Insurance. It shall be a condition to closing that the escrow agent involved in the transaction has received the following:
 - (a) If the Property is Transferred to an HRE pursuant to Section 4.2:
 - a. A grant deed executed and acknowledged by Owner granting the Property to the HRE which shall be recorded in the Official Records at the time of closing; and
 - b. A written acknowledgment, in a form to be determined by Monitoring Entity in its sole discretion, signed by Owner and the HRE acknowledging that the terms of this Use and Resale Covenant remain in effect.

- (b) If to Persons and Families of Low or Moderate Income pursuant to Section 4.3:
 - a. A grant deed executed and acknowledged by Owner granting the Property to the Persons and Families of Low or Moderate Income, which shall be recorded in the Official Records at the time of closing; and
 - b. A written acknowledgment, in a form to be determined by Monitoring Entity in its sole discretion, signed by Owner and the Persons and Families of Low or Moderate Income acknowledging that the terms of this Use and Resale Covenant remain in effect.
- **6.2** Closing Procedures. At closing, Owner shall convey the Property to the new owner by grant deed.

Section 7. Property Condition and Insurance.

- **7.1 Maintenance.** Owner shall maintain Property as decent, safe, and sanitary housing in compliance with state and local laws and building codes.
- **7.2 Damage and Destruction; Condemnation.** If the Property is condemned or the improvements located on the Property are damaged or destroyed, all proceeds from insurance or condemnation shall be distributed in accordance with this Section 7.2, unless Owner, Monitoring Entity, and Lender otherwise agree in writing.

If the insurance proceeds are insufficient to restore or repair the damage to the Property, Owner may pay the balance for restoration or repair and continue to use the Property consistent with the terms of the Use and Resale Covenant. If the Owner chooses not to pay the balance for repair, Owner shall sell the Property in its damaged condition and the proceeds from the insurance and the sale of the Property shall first be applied to any loan secured by the Property, and Owner shall dedicate all remaining proceeds to the construction of housing for Persons and Families of Low or Moderate Income within the cities of Pasadena, South Pasadena, Alhambra, La Canada Flintridge, or the boundaries of United States Postal Service ZIP Code 90032. Owner shall be solely responsible for any loan amount not covered by the combined proceeds from insurance and sale.

If the whole of the Property is condemned, then the condemnation proceeds shall first be applied to any loan secured by the Property. Owner shall be solely responsible for any loan amount not covered by the condemnation proceeds. Owner shall then dedicate all remaining proceeds to the construction of housing for Persons and Families of Low or Moderate Income within the 90032 postal ZIP Code.

If only a portion of the Property is condemned, then Owner shall determine if it is feasible to continue to use the Property for affordable housing, as required by the Use and Resale Covenant. If the Owner determines it is feasible, then Owner may use the condemnation proceeds to: address injury to the Property caused by the condemnation, make improvements to the Property,

and/or pay down any loan secured by the Property. If Owner determines it is not feasible, then Owner shall sell the Property apply the condemnation proceeds first to any loan secured by the Property, and then dedicate all remaining proceeds to the construction of housing for Persons and Families of Low or Moderate Income within 90032 postal ZIP Code. Owner shall be solely responsible for any loan amount not covered by the combined proceeds from insurance and sale.

Section 8. Monitoring.

8.1 Owner Occupancy Verification: Inspection. If Owner is an HRE, then Owner shall provide to Monitoring Entity a certification verifying occupancy and compliance with the Use and Resale Covenant by February 1 of each year for the previous calendar year.

If Owner is not an HRE and occupies the Property pursuant to Section 3.3, then Monitoring Entity shall send a written request to the Property's address requesting Owner to verify occupancy and compliance with the Use and Resale Covenant, including compliance with Section 11.1. The written request shall be sent no later than December 10 of each year and Owner's response shall be due by February 1 of each year.

Within sixty (60) days after Monitoring Entity's receipt of the certification, Monitoring Entity shall have the right to enter and verify the Owner's use of the Property. Monitoring Entity shall give Owner no less than forty-eight (48) hours prior written notice before conducting an on-site inspection.

Section 9. Termination.

- **9.1 Termination of Use and Resale Covenant.** Subject to Section 9.2, this Use and Resale Covenant shall terminate:
 - (a) 55 years from the Effective Date if the Property is used at any time as rental housing pursuant to Section 3.2.
 - (b) 45 years from the Effective Date if the Property is used exclusively as Owner-occupied affordable housing, as defined in California Government Code section 62250, pursuant to Section 3.3, or exclusively as a limited-equity housing cooperative pursuant to Section 3.4.
 - (c) Upon a sale pursuant to Section 7.2.
 - (d) Pursuant to Section 11.2.
- 9.2 Terms that Survive Termination. Notwithstanding Section 9.1, the requirements in Sections 3.3(b), 5.3, and 7.2 to dedicate all excess proceeds to the construction of housing for Persons and Families of Low or Moderate Income within the 90032 postal ZIP Code. shall survive the termination of this Use and Resale Covenant as follows:

- (a) For Section 3.3(b), if escrow closed on the Transfer before this Use and Resale Covenant otherwise terminates.
- (b) For Section 5.3 if Owner collected or was promised any excess proceeds before this Use and Resale Covenant otherwise terminates.
- (c) For Section 7.2, if the Property is condemned or the improvements located on the Property are damaged or destroyed and not rebuilt and re-occupied as affordable housing, before this Use and Resale Covenant otherwise terminates.

Section 10. Default and Remedies.

- **10.1 Event of Default.** The occurrence of any one of the following events or circumstances shall constitute an "*Event of Default*" by Owner under this Use and Resale Covenant:
 - (a) Owner has Transferred or attempted to Transfer the Property in violation of the provisions of in this Use and Resale Covenant.
 - (b) Owner fails to timely pay property taxes, assessments, or homeowner's association dues; or Owner places any mortgages on the Property (other than as permitted in Section 11.1 below); and such event or condition shall not have been cured within thirty (30) days following the date of written notice to cure by Monitoring Entity to Owner.
 - (c) Owner fails to perform any other agreements or obligations required to be performed by Owner under this Use and Resale Covenant, and such failure continues for thirty (30) days following the date of written notice to cure by Monitoring Entity to Owner, or in the case of a default not susceptible of cure within thirty (30) days, Owner fails to commence such cure within thirty (30) days and thereafter fails to diligently complete such cure.
 - (d) Owner defaults under the terms of the Lender Lien and fails to cure such default(s).
- **10.2 Remedies.** Upon the occurrence of an Event of Default by Owner, Monitoring Entity may exercise any or all of the remedies set forth below:
 - (a) Monitoring Entity shall have the right to institute an action for specific performance of the terms of this Use and Resale Covenant, including but not limited to, enforcement of any section herein and/or an injunction prohibiting a proposed Transfer that violates the terms of this Use and Resale Covenant; and
 - (b) Monitoring Entity shall have the right to exercise all other rights and remedies permitted by this Use and Resale Covenant and any applicable laws.

Section 11. Lender Provisions.

- 11.1 Purposes of Financing. Subject to Monitoring Entity's prior written approval, Owner may encumber title to the Property for the sole purpose of securing purchase money financing, or refinancing, for the Property. Refinancing shall be permitted only for making a Capital Improvement to the Property. Owner shall not otherwise encumber the Property. Owner shall submit to Monitoring Entity by February 1 of each year a certification that Owner has not encumbered the Property in violation of this Section 11.1. Further, Owner and Lender shall ensure that the terms of any security instrument contain a provision giving Monitoring Entity notice of any Notice of Default and of any Notice of Sale.
- **11.2 Subordination.** (a) All Lender Liens placed against the Property, or any portion thereof, shall be subject and subordinate to this Use and Resale Covenant, except as provided in this Section 11.2.
 - (b) In the event title to the Property is Transferred following foreclosure by, or deed in lieu of foreclosure to a Lender in first position, or a Lender in first position is assigned to the Secretary of HUD, the terms of this Use and Resale Covenant applicable to the Property shall automatically terminate subject to (c) and (d).
 - (c) In the event title to the Property is Transferred according to the provisions of (b), the proceeds from such foreclosure or Transfer shall be apportioned and paid as follows: first, to the Lender, in the amount of debt secured under the lender Lien, including commercially reasonable costs and expenses, if any, incurred by Lender and due and payable by Owner under the terms of the Lender Lien; second, to the Affordable Housing Trust Account.
 - (d) In the event a Lender recorded in the first position against the Property is assigned to the Secretary of HUD, the following shall occur upon the date of assignment: the Monitoring Entity's right to purchase pursuant to Section 11.3, whether or not such right has been triggered, shall automatically expire and the terms of this Use and Resale Covenant applicable to the Property shall automatically terminate, except that upon sale of the Property by Owner or foreclosure or deed in lieu thereof, the proceeds of such sale shall be apportioned as provided in (c).
 - (e) Except as provided in (b), in the event of foreclosure or deed in lieu thereof, this Use and Resale Covenant shall not be released or terminated and the Lender or any person who takes title to the Property through a foreclosure sale shall become the Owner as if the Property was Transferred pursuant to Section 4.2.
- 11.3 Default and Foreclosure. Owner shall provide Monitoring Entity a copy of any notice of default and notice of intent to foreclose under the Lender Lien for the Property. Notwithstanding the foregoing, in no event shall failure to provide such notices preclude the Lender's right to proceed with its remedies for default under the Lender Lien.

11.3 Right to Purchase. Monitoring Entity shall have the right to purchase the Property in the event a notice of default or notice of intent to foreclose for a Lender Lien was recorded in the Land Records. The purchase price shall be the amount of the debt secured by the Lender Lien recorded against the Property, including commercially reasonable costs and expenses, if any, incurred by Lender as a result of a default and due and payable by Owner under the terms of the Lender Lien. Monitoring Entity shall have thirty (30) days from the date a notice of default or a notice of foreclosure sale was recorded in the Land Records to exercise its option and initiate the process to purchase the Property. Monitoring Entity's right to purchase shall automatically expire upon the transfer of the Property by foreclosure or deed in lieu thereof, unless the Use and Resale Covenant survives the foreclosure sale and transfer. Monitoring Entity may designate a third party to take title to the Property.

Section 12. Miscellaneous.

- **12.1 Nondiscrimination.** Owner covenants by and for itself and its successors and assigns that use of the Property shall comply with Government Code section 12955.
- 12.2 Covenants Run with the Land. This Use and Resale Covenant is and shall be binding upon the Property and shall run with the land as of the Effective Date through the Termination pursuant to Section 9.1. The rights and obligations of Monitoring Entity and Owner, and their respective successors, heirs, and assigns shall be binding upon and inure to the benefit of the foregoing parties and their respective successors, heirs, and assigns; provided however that all rights of Monitoring Entity pertaining to the monitoring and/or enforcement of the obligations of Owner hereunder shall be retained by Monitoring Entity, or such designee of Monitoring Entity as the Monitoring Entity may so determine. No Transfer or foreclosure shall affect the validity of this Use and Resale Covenant, except as provided in this Use and Resale Covenant.
- **12.3 Notice.** Any notices given under this Use and Resale Covenant shall be in writing and delivered by certified mail (return receipt requested, postage pre-paid), by hand, or by reputable private overnight commercial courier service to the applicable person at the addresses specified as follows:

If to Owner: [to be inserted]

If to MONITORING ENTITY [to be inserted]

Any such Notice transmitted in accordance with this Section 12.3 shall be deemed delivered upon receipt, or upon the date delivery was refused. Any party may change its address for notices by written Notice given to the other party in accordance with the provisions of this Section 12.3.

12.4 Remedies Cumulative. Subject to applicable law, Monitoring Entity's rights and remedies, whether provided by law, in equity, or by this Use and Resale Covenant, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other or further rights or remedies for the same or any other default or breach.

No waiver with respect to the performance of any of Owner's obligations shall be effective except to the extent the particular obligation is expressly waived by Monitoring Entity, nor shall it be a waiver with respect to any other rights or remedies of any other of Owner's obligations.

- 12.5 Attorneys' Fees for Enforcement. If any action or legal proceeding is instituted by Owner or Monitoring Entity arising out of this Use and Resale Covenant, the prevailing party therein shall recover reasonable attorneys' fees and costs in connection with such action or proceeding. For purposes of this Use and Resale Covenant, reasonable fees include the fees and costs of any in-house counsel for Monitoring Entity, which shall be based on: (i) the employee's hourly rate on the employee's salary, (ii) forty-one and eight-tenths percent (41.8%) of the employee's hourly salary rate to reflect non-salary direct and indirect costs, and (iii) five percent (5%) of the employee's hourly salary rate to reflect central service costs.
- **12.6 Integration**. This Use and Resale Covenant constitutes an integration of the entire understanding and agreement of Caltrans, Owner, and Monitoring Entity with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Use and Resale Covenant, shall not be binding on any of the parties, and Owner and Monitoring Entity each acknowledge that in entering into this Use and Resale Covenant they have not relied on any representation, warranty, promise or condition, not specifically and expressly set forth in this Use and Resale Covenant. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Use and Resale Covenant.
- **12.7 Severability.** In the event that any provision of this Use and Resale Covenant is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.
- **12.8** Successors and Assigns. This Use and Resale Covenant shall be binding upon and inure to the benefit of the successors and assigns of Monitoring Entity. Monitoring Entity may assign or transfer its rights under this Use and Resale Covenant upon thirty (30) days written notice to Owner. It is expressly agreed by Owner that Owner may assign his or her rights to this Use and Resale Covenant only by Transfer pursuant to Section 4.
- **12.9 Headings.** The headings within this Use and Resale Covenant are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Use and Resale Covenant.
- **12.10 Time for Performance.** Time is of the essence in the performance of the terms of this Use and Resale Covenant. All dates for performance or cure shall expire at 5:00 p.m. on the performance or cure date. Any performance date which falls on a Saturday, Sunday, or a holiday specified in California Code of Civil Procedure Section 135 is automatically extended to the next day that is not a Saturday, Sunday, or holiday.

- **12.11 Amendments.** Any modification or waiver of any provision of this Use and Resale Covenant or any amendment thereto shall be in writing and signed by the authorized representatives of both Monitoring Entity and the Owner.
- **12.12 Controlling Use and Resale Covenant.** Owner covenants that Owner has not executed and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Use and Resale Covenant. Owner understands and agrees that this Use and Resale Covenant shall control the rights and obligations between Owner and Monitoring Entity with respect to the subject matter contained herein.
- **12.13** Exhibits. The Exhibits and Attachments attached hereto are material parts of this Use and Resale Covenant and are incorporated herein by this reference.
- **12.14** Governing Law. This Use and Resale Covenant shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- **12.15** Counterparts. This Use and Resale Covenant may be signed in counterparts, each of which shall constitute an original.
- **12.16 Recordation.** Upon any Transfer authorized by Section 4, Monitoring Entity shall ensure this Use and Resale Covenant is recorded in the Official Records and recordation shall be a requirement of conveyance of the Property from Caltrans to Owner.
- **12.17 Interpretation.** Each party hereto acknowledges and agrees that each has had independent counsel review and participated in the negotiation and drafting of this Use and Resale Covenant, and each hereby fully waives the application of any law, statute or rule of construction or interpretation, including without limitation California Civil Code section 1654, to the effect that any ambiguities are to be construed against the drafting party.
- **12.18** Assignment by Caltrans to Monitoring Entity. Upon this Use and Resale Covenant being recorded in the Official Records at the time of the initial transfer from Caltrans to Owner, Caltrans assigns all the rights, duties, and benefits granted to it by this Use and Resale Covenant to Monitoring Entity, and Monitoring Entity accepts such assignment.
- **12.19 Limitation on Liability**. Provided that Owner has exercised reasonable due diligence in the performance of its obligations and duties herein, Owner shall not be liable in the event any third party submits falsified documentation, commits fraud, or breaches any representation or warranty contained in this Covenant. Notwithstanding the foregoing, Owner shall be liable if Owner has knowledge, or should have knowledge, that a third party submitted falsified documentation, committed fraud, or breached any representation or warranty contained in this Use and Resale Covenant.
- **12.20** No Third Party Beneficiary. Except as expressly set forth in this Use and Resale Covenant or Government Code section 54239.3, there are no intended third party beneficiaries of

this Use and Resale Covenant, and no person other than Monitoring Entity shall have standing to bring an action for breach of or to enforce the provisions of this Use and Resale Covenant.

acknowledged and delivered in its name by	
acknowledged and delivered in its name by, witnessed by	, its
WITNESS:	OWNER:
By:	By:[SEAL
Name:	Name:
Title:	Title:
be (or proved by oaths of credible witnesses to be for in the bearing the date of the personal content.	, a Notary Public in and for the State of who is personally known e) the person named as the foregoing and annexed Use and Resale Covenant lly appeared before me in said State of California, ehalf of, as free act and deed. day of
	Notary Public
My Commission Expires:	_

APPROVED AND ACCEPTED THIS	DAY OF
MONITORING ENTITY	CALTRANS: California Department of Transportation, an agency of the State of California
By:	-
Name:	By:
Title:	Name:
	Title:

EXHIBIT A – LEGAL DESCRIPTION

Free Recording Pursuant to Government Code Section 27383 at the Request of the California Department of Transportation

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

California Department of Housing and Community Development P.O. Box 952052 Sacramento, California 94252-2052 Attn: General Counsel

[site address]

(Space Above This Line for Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CALTRANS STATE ROUTE 710 SALES PROGRAM)

RECITALS

- **A. WHEREAS**, in 1979 the Legislature passed Senate Bill 86, commonly referred to as the "Roberti Act" (herein, as may be amended from time to time, the "*Act*") which added, in part, Sections 54235 through 54238.7 to the California Government Code wherein the Legislature found and declared that the sale of certain surplus residential properties by Caltrans would directly serve an important public purpose; Caltrans, pursuant to the Act, is selling the Property to the City, subject to the provisions of this document;
- **B. WHEREAS**, in accordance with the Act, Caltrans has developed a program as more particularly set forth in Chapter 9.5, Division 2 of Title 21 of the California Code of Regulations

(herein, the "*Regulations*") to make certain historic homes available for public and community use;

- **C. WHEREAS**, Caltrans has identified City as being eligible to purchase the Property at Caltrans' original acquisition price in accordance with the Act;
- **D. WHEREAS**, to effectuate the sale of the Property to City, City has agreed to use and resale controls in accordance with the Act and evidenced by this Use and Resale Covenant; and
- **E. WHEREAS**, Caltrans has determined the Property is "excess real property" within the meaning of Streets and Highways Code Section 118.6 and approved the sale;
- **NOW, THEREFORE,** in consideration of the substantial economic benefits inuring to City and the public purposes to be achieved under the Act, City, Caltrans, and the Monitoring Entity hereby declare and agree as follows:

Section 1. Extraordinary Provisions.

1.1 Purchase Price. Caltrans and City agree that City's purchase price for the Property is Caltrans' original acquisition price Caltrans and City further agree that City's purchase price complies with Government Code section 54239.4, subdivision (b)(1)(A).

1.2 City Acknowledgments.

- (a) City understands and agrees to abide by all the provisions of this Use and Resale Covenant.
- (b) City hereby takes the Property subject to certain restrictions and limitations of the full enjoyment and use of the Property as set forth in this Use and Resale Covenant. City acknowledges that City may not enjoy the same economic benefits from owning the Property that City would enjoy if this Use and Resale Covenant did not exist.
- (c) Absent the assistance provided by Caltrans and the provisions of this Use and Resale Covenant, the Property could not be made available to City.
- (d) In recognition of the acknowledgements and agreements stated herein, City accepts and agrees to the provisions of this Use and Resale Covenant with the understanding that this Use and Resale Covenant will remain in full force and effect to limit use and transfer of the Property unless terminated pursuant to the terms herein.
- (e) City covenants and agrees for itself, its successors, its assigns, and every successor interest in the Property or any part thereof, that City, such successors and such assignees, shall regularly and continuously use the Property only for the purposes authorized in this Use and Resale Covenant.

- (f) City further agrees not to challenge the terms and provisions of this Use and Resale Covenant or any right of Caltrans, or the Monitoring Entity created hereunder and acknowledges that the same are not an unreasonable restraint on any right to transfer the interest of the City in the Property.
- (g) City acknowledges that Government Code section 54239.4, subdivision (b) imposes additional requirements upon City that are not reflected in this Use and Resale Covenant, and that full compliance with this Use and Resale Covenant does not equate to full compliance with Government Code section 54239.4, subdivision (b).
- (h) City acknowledges that Government Code section 54239.4, subdivision (b)(1)(O) authorizes the Monitoring Entity to review, adopt, amend, and repeal standards, forms, or definitions to implement Government Code section 54239.4, subdivisions (b)(1)(C) through (N), inclusive.

Section 2. Definitions.

As used in this Use and Resale Covenant, the capitalized terms set forth below shall have the following meanings:

- (a) "Event of Default" is defined in Section 6.1.
- (b) "Monitoring Entity" means Department of Housing and Community Development.
- (c) "*Notice*" is defined in Section 7.2.

Section 3. Use of the Property.

- **3.1 Resale.** City shall resell the Property within two (2) years of the close of escrow that transfers title of the Property from Caltrans to City. Monitoring Entity may grant the City up to one two-year extension of time to resell the Property if City demonstrates sufficient progress on the sale of the Property. Sufficient progress includes:
 - (a) Proof that the Property has been listed for 180 days at a price that does not exceed fair market value based on comparable sales in the City of South Pasadena with no offers; or
 - (b) Unexpected structural damage to the Property due to a natural disaster or similar occurrence; or
 - (c) Other proof of progress at the discretion of the Monitoring Entity's Director.

- **3.2 Affordable Housing.** If City does not resell the Property within the period described in Section 3.1 (including any extension(s) granted by the Monitoring Entity), then City shall cause the Property to be used as either of the following:
 - (a) As an affordable rental to lower income and moderate-income households, as defined by Health and Safety Code sections 50052.5 and 50079.5, respectively. Such use shall be for no less than 55 years.
 - (b) If the Property is a single-family residence, then as owner-occupied affordable housing for no less than 45 years, with the Property being sold to a person or family of low or moderate income at an affordable price, as defined by Government Code section 62250. The Property may then only be resold at an affordable price to a person or family of low or moderate income.

Section 4. Use of the Proceeds After Resale.

- **4.1 Required Use of Proceeds.** City shall use the proceeds from the resale of the Property described in Section 3.1 to finance the production or acquisition of at least three (3) housing units that meet all the following criteria:
 - (a) The housing units must be affordable to persons and families of low or moderate-income, as defined by Health and Safety Code section 50093; and
 - (b) Either through its ownership of the housing units or by regulatory agreement if it does not own the housing units, City shall cause each housing unit to be made available at an affordable sales price or an affordable rent, as defined in Health and Safety Code sections 50052.5 and 50053; and
 - (c) If a housing unit is used as a rental, then it shall be available at an affordable rent for no less than 55 years; and
 - (d) If a housing unit is used as an owner-occupied affordable housing unit, then it shall be so used for no less than 45 years; and
 - (e) Each housing unit is within the 91030 postal ZIP code.
- **4.2 Monitoring.** City shall monitor compliance with the regulatory agreement described in Section 4.1(b). City may charge a fee to recover the cost of this monitoring.
- **4.3 Sites for Housing Units.** The housing units described in Section 4.1 may be produced or acquired on a single site or on multiple sites.
- **4.4 Timeline for Production and Acquisition.** City shall commence construction or complete acquisition of all housing units described in Section 4.1 by December 31, 2025.

Monitoring Entity may grant the City two two-year extensions if it demonstrates sufficient progress on the development or acquisition of the housing units. Sufficient progress includes:

- (a) An executed option agreement or exclusive negotiation agreement for the purchase of property intended for conversion to affordable units; or
- (b) Completed project entitlements or building permits; or
- (c) Executed purchase agreements and draft covenants for the acquisition or rehabilitation of market rate units for the purpose of conversion to affordable units, or a combination thereof; or
- (d) Other proof of progress at the discretion of the Monitoring Entity's Director.
- **4.5 Use of Surplus Funds.** Any surplus funds remaining after the completion of the construction of the housing units described in Section 4.1 shall be used at the discretion of City for the production or acquisition of rental or for-sale housing affordable to persons and families of low or moderate-income, as defined by Health and Safety Code section 50093.

Section 5. Termination.

5.1 Termination of Use and Resale Covenant. This Use and Resale Covenant shall cease to encumber the Property upon resale pursuant to Section 3.1. However, the terms of the Use and Resale Covenant shall remain enforceable under applicable law and as a contract between Monitoring Entity and City to ensure compliance of Sections 4.1 through 4.5.

Section 6. Default and Remedies.

- **6.1 Event of Default.** The occurrence of any one of the following events or circumstances shall constitute an "*Event of Default*" by City under this Use and Resale Covenant.
 - (a) City's failure to comply with the requirements in Sections 4.1 through 4.5, or Section 3.2, as applicable.
 - (b) City's failure to comply with Government Code section 54239.4, subdivision (b)(1)(I).
 - (c) City's failure to comply with Government Code section 54239.4, subdivision (b)(1)(J).
- **Remedies.** Upon the occurrence of an Event of Default by City, the Monitoring Entity may exercise the remedy set forth below:
 - (a) The City shall pay a fine to the Monitoring Entity of an amount equal to the funds generated through the resale of the Property, pursuant to Section 3.1. minus the purchase

price described in Section 1.1. Fines shall be deposited into an account held by the Monitoring Entity pursuant to Government Code section 54239.4(b)(1)(K).

6.3 Not Subject to Appeal. Pursuant to Government Code section 54239.4(b)(1)(N), an Event of Default shall be determined by the Monitoring Entity and is not subject to appeal.

Section 7. Miscellaneous.

- 7.1 Nondiscrimination. City covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or a group of persons on account of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, familial status, source of income, veteran or military status, or sexual orientation in the transfer, use, or occupancy of the Property, nor shall City, any person claiming under or through City, establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property.
- **7.2 Notices.** Notice shall be in writing and sufficiently given or delivered if transmitted by (a) registered or certified United States mail, postage prepaid, return receipt requested, (b) personal delivery, or (c) nationally recognized private courier services, in every case addressed as follows:

If to City: [to be inserted]

If to the Monitoring Entity [to be inserted]

Any such Notice transmitted in accordance with this Section 7.2 shall be deemed delivered upon receipt, or upon the date delivery was refused. Any party may change its address for notices by written Notice given to the other party in accordance with the provisions of this Section 7.2.

- **7.3 Attorneys' Fees for Enforcement.** If any action or legal proceeding is instituted by City or the Monitoring Entity arising out of this Use and Resale Covenant, the prevailing party therein shall recover reasonable attorneys' fees and costs in connection with such action or proceeding. For purposes of this Use and Resale Covenant, reasonable fees include the fees and costs of any in-house counsel for the Monitoring Entity, which shall be based on: (i) the employee's hourly rate on the employee's salary, (ii) forty-one and eight-tenths percent (41.8%) of the employee's hourly salary rate to reflect non-salary direct and indirect costs, and (iii) five percent (5%) of the employee's hourly salary rate to reflect central service costs.
- **7.4 Integration**. This Use and Resale Covenant constitutes an integration of the entire understanding and agreement of Caltrans, City, and the Monitoring Entity with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Use and Resale Covenant, shall not be binding on any of the parties, and City and the Monitoring Entity each acknowledge that in entering into this Use and Resale Covenant they have not relied upon any representation,

warranty, promise or condition, not specifically and expressly set forth in this Use and Resale Covenant. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Use and Resale Covenant.

- **7.5 Severability.** In the event that any provision of this Use and Resale Covenant is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.
- **7.6 Headings.** The headings within this Use and Resale Covenant are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Use and Resale Covenant.
- **7.7 Time for Performance.** Time is of the essence in the performance of the terms of this Use and Resale Covenant. All dates for performance or cure shall expire at 5:00 p.m. on the performance or cure date. Any performance date which falls on a Saturday, Sunday, or a holiday specified in Code of Civil Procedure section 135 is automatically extended to the next day that is not a Saturday, Sunday, or holiday.
- **7.8 Amendments.** Any modification or waiver of any provision of this Use and Resale Covenant or any amendment thereto shall be in writing and signed by the authorized representatives of both the Monitoring Entity and the City.
- **7.9** Controlling Use and Resale Covenant. City covenants that City has not executed and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Use and Resale Covenant. City understands and agrees that this Use and Resale Covenant shall control the rights and obligations between City and the Monitoring Entity with respect to the subject matter contained herein.
- **7.10 Exhibits.** The Exhibits and Attachments attached hereto are a material part of this Use and Resale Agreement and are incorporated herein by this reference.
- **7.11 Governing Law.** This Use and Resale Covenant shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- **7.12** Counterparts. This Use and Resale Covenant may be signed in counterparts, each of which shall constitute an original.
- **7.13 Recordation.** Caltrans shall cause this Use and Resale Covenant to be recorded in the Official Records.
- **7.14 Interpretation.** Each party hereto acknowledges and agrees that each has had independent counsel review and participate in the negotiation and drafting of this Use and Resale Covenant, and each hereby fully waives the application of any law, statute or rule of construction

or interpretation, including without limitation Civil Code section 1654, to the effect that any ambiguities are to be construed against the drafting party.

7.15 Assignment by Caltrans to the Monitoring Entity. Upon this Use and Resale Covenant being recorded in the Official Records, Caltrans assigns all the rights, duties, and benefits granted to it by this Use and Resale Covenant to the Monitoring Entity, and the Monitoring Entity accepts such assignment.

IN WITNESS WHEREOF, City, Monitoring Entity, and Caltrans have executed this Use and Resale Covenant as of the date written above.

	CITY:		
MONITORING ENTITY: California Department of Housing and Community Development, an agency of the State of California			
By:			
Its:			
CALTRANS:			
California Department of Transportation, an agency of the State of California			
Ву:			
[ts:			
ALL SIGNATURES MUST BE NOTARIZED.			
Attach All Purpose California Notary Acknowledgment			

EXHIBIT A – LEGAL DESCRIPTION

Parcel: 686760001 Address: 773 BONITA DRIVE

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/22/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/23/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/24/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 8/18/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 2/9/2021

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

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Parcel: 686760001 Address: 773 BONITA DRIVE

Date of Repair: 1/21/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/18/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/19/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/21/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/25/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 9/20/2019

Maintenance Request: Weed abatement using weed eater. Clearing of area.

Date of Repair: 8/26/2019

Maintenance Request: MOW, BLOW & CLEAN UP FRONT BACK AND SIDE OF PROPERTY AUGUST

(2X)

Date of Repair: 7/8/2019

Parcel: 675560001 Address: 901 BONITA DRIVE

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/22/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/24/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/18/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/12/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 05/04/2021

Maintenance Request: Trim trees.

Parcel: 675560001 Address: 901 BONITA DRIVE

Date of Repair: 4/21/2021

Maintenance Request: Re-secure GARAGE DOOR.

Date of Repair: 2/9/2021

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/21/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/18/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/19/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/21/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/25/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 6/11/2020

Maintenance Request: INSTALL NEW SMOKE/CARBON DETECTORS

Parcel: 675560001 Address: 901 BONITA DRIVE

Date of Repair: 4/17/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/19/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/14/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/18/2019

Maintenance Request: Mow & blow 2x for December

Date of Repair: 11/15/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2019

Maintenance Request: WEED & MOW 2X FOR OCTOBER

Date of Repair: 9/23/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2019

Maintenance Request: MOW, BLOW & CLEAN UP (2X) AUGUST

Date of Repair: 07/31/2019

Maintenance Request: Lawn and mow July 2019

Parcel: 685980001 Address: 1131 COLUMBIA STREET

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/25/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/23/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 10/8/2021

Maintenance Request: REPAIR BOARDS ON LARGE GARAGE DOOR. REPAIR BACK YARD FENCE.

Date of Repair: 9/22/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/30/2021

Maintenance Request: CEALN GUTTERS 180 PER LF / DOWNSPOUT 65 LF

Date of Repair: 8/24/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

23 - 49

Parcel: 685980001 Address: 1131 COLUMBIA STREET

Date of Repair: 2/10/2021

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/21/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/18/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/15/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/21/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/27/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/23/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/16/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 6/13/2020

Maintenance Request: RODENT PROOFING AND TERMITE INSPECTION REQUESTED

Date of Repair: 5/15/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

23 - 50

Parcel: 685980001 Address: 1131 COLUMBIA STREET

Date of Repair: 4/16/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/20/2020

Maintenance Request: (USNC)Paint is cracked and peeling off of the side of the house on left rear of the

property.

Date of Repair: 3/18/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/14/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/18/2019

Maintenance Request: Mow & blow 2x for December

Date of Repair: 11/15/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 8/26/2019

Maintenance Request: (2X) August MOW, BLOW & clean up FRONT AND BACKYARD

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY FRONT AND BACKYARD

Parcel: 414520001 Address: 215 FAIRVIEW AVE

Date of Repair: 4/29/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/30/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/28/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/28/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 5/22/2020

Maintenance Request: Weed abatement needed

Date of Repair: 8/26/2019

Maintenance Request: (2X) AUGUST MOW, BLOW & CLEAN UP

Parcel: 613370001 Address: 216 FAIRVIEW AVE

Date of Repair: 5/26/2022

Maintenance Request: GUTTER CLEANING 35LF, 400SQ ROOF CLEANING VALLEYS, 20LF

DOWNSPOUT

AND 11 FLASHING PIPE.

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/25/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/23/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 8/24/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 4/16/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Parcel: 613370001 Address: 216 FAIRVIEW AVE

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/15/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/25/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/23/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/15/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 4/17/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/19/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/17/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

23 - 54

Parcel: 613370001 Address: 216 FAIRVIEW AVE

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/15/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 9/23/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY

Parcel: 458570001 Address: 302 FAIRVIEW AVE

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/25/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/23/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/24/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/24/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 2/8/2021

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/22/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Parcel: 458570001 Address: 302 FAIRVIEW AVE

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/15/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/25/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2x FOR AUGUST

Date of Repair: 7/23/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/15/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 4/17/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/19/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/17/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Parcel: 458570001 Address: 302 FAIRVIEW AVE

Date of Repair: 11/15/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 9/23/2019

Maintenance Request: Mow & blow 2x for September

Date of Repair: 8/26/2019

Maintenance Request: MOW, BLOW & CLEAN UP (2X) AUGUST

Date of Repair: 07/29/2019

Maintenance Request: MOW & BLOW (1X) JULY

Parcel: 685990001 Address: 217 FREMONT AVE

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/25/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/23/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/24/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/24/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Parcel: 685990001 Address: 217 FREMONT AVE

Date of Repair: 2/10/2021

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/22/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/21/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/15/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/21/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/27/2020

Maintenance Request: Mow & BLOW 2X FOR AUGUST

Date of Repair: 7/23/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/16/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/15/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/16/2020

Maintenance Request: MOW & BLOW FOR APRIL

Parcel: 685990001 Address: 217 FREMONT AVE

Date of Repair: 3/18/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/14/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY FRONT & BACK YARD

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER FRONT AND BACKYARD

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER FRONT AND BACKYARD

Date of Repair: 10/23/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER FRONT & BACKYARD

Date of Repair: 9/24/2019

Maintenance Request: Mow & Blow 2x for September front and backyard

Date of Repair: 8/26/2019

Maintenance Request: (2X) August MOW, BLOW & clean up FRONT AND BACKYARD

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY FRONT AND BACKYARD

Parcel: 686000001 Address: 225 FREMONT AVE

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/25/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/24/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/24/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 4/16/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 12/21/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Parcel: 686000001 Address: 225 FREMONT AVE

Date of Repair: 11/18/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/15/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/21/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMEBER

Date of Repair: 8/27/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/23/2020

Maintenance Request: MOW & BLOW 2X FOR JULY (FRONT & BACK)

Date of Repair: 6/16/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/15/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/16/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/18/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/14/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY FRONT & BACK YARD

Parcel: 686000001 Address: 225 FREMONT AVE

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER FRONT AND BACKYARD

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER FRONT AND BACKYARD

Date of Repair: 10/23/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER FRONT & BACKYARD

Date of Repair: 9/27/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER FRONT AND BACKYARD

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY FRONT AND BACKYARD

Date of Repair: 07/23/2019

Maintenance Request: Tree branches fell in front of property. Please remove dead tree.

Parcel: 611620001 Address: 1110 GLENDON WAY

Date of Repair: 5/3/2022

Maintenance Request: CHECK ROOFING FOR INTEGRITY AND CHECK FOR LEAKS. PROVIDE

ESIMATE

FOR REPAIRS.

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 3/18/2022

Maintenance Request: INSPECT ALL PLUMBING AND GAS LINES AT PROPERTY. PROVIDE COST

ESTIMATE. VACANT PROPERTY.

Date of Repair: 2/22/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 2/18/2022

Maintenance Request: walkthrough

Date of Repair: 1/24/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR ഉളൂലെ

Parcel: 611620001 Address: 1110 GLENDON WAY

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/23/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 6/3/2021

Maintenance Request: board up front door.

Date of Repair: 5/7/2021

Maintenance Request: Trim trees around property and lower hedges by half.

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 1/22/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/21/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/19/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/22/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Parcel: 611620001 Address: 1110 GLENDON WAY

Date of Repair: 7/23/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/26/2020

Maintenance Request: REPAIR FALLEN FENCE.

Date of Repair: 6/15/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 6/10/2020

Maintenance Request: RODENT PROOFING AND TERMITE INSPECTION REQUESTED

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY

Parcel: 684940001 Address: 1037 GREVELIA STREET

Date of Repair: 4/19/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL 1037-1039

Date of Repair: 3/17/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH 1037-1039

Date of Repair: 2/16/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY (1037 - 1039)

Date of Repair: 1/18/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY (1037 - 1039)

Date of Repair: 12/16/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER (1037-1039)

Date of Repair: 11/16/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER (1037 - 1039)

Date of Repair: 10/19/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER (1037 - 1039)

Date of Repair: 9/17/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/17/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST (1037-1039)

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL(1037 - 1039) + MAJOR BUSH TRIM

Date of Repair: 2/11/2021

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Parcel: 684940001 Address: 1037 GREVELIA STREET

Date of Repair: 1/22/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/21/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/19/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/22/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/15/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/7/2020

Maintenance Request: Rodent proofing and termite inspection requested.

Date of Repair: 4/17/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL (1037-1039) MFR

Date of Repair: 4/8/2020

Maintenance Request: Remove material out of the property

Parcel: 684940001 Address: 1037 GREVELIA STREET

Date of Repair: 3/19/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH (1037-1039) MFR

Date of Repair: 2/14/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY MFR

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY (1037-1039) MFR

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER (1037-1039) MFR

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER (1037-1039) MFR

Date of Repair: 10/23/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER (1037-1039) MFR

Date of Repair: 9/24/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER (1037-1039) MFR

Date of Repair: 8/30/2019

Maintenance Request: MOW, BLOW & CLEAN UP (2X) AUGUST

Date of Repair: 07/26/2019

Maintenance Request: MOW & BLOW (2X) JULY 2 UNITS

Parcel: 684940002 Address: 1039 GREVELIA STREET

Date of Repair: 5/7/2020

Maintenance Request: Rodent proofing and termite inspection requested.

Date of Repair: 1/24/2020

Maintenance Request: Tree trimming around the property

Date of Repair: 10/18/2019

Maintenance Request: Possible bee hive under eaves at left rear corner.

Parcel: 684390001 Address: 726 MERIDIAN AVE

Date of Repair: 5/31/2022

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, MAY 2022 3UNITS

Date of Repair: 4/29/2022

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, APR 2022 3UNITS

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/31/2022

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, MAR 2022 3UNITS

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/28/2022

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, FEB 2022 3UNITS

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/31/2022

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, JAN 20223UNITS

Date of Repair: 12/31/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, DEC 2021 3UNITS

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/30/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, NOV 20213UNITS

Parcel: 684390001 Address: 726 MERIDIAN AVE

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/29/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, OCT 20213UNITS

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/30/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, SEPT 2021 3UNITS

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, AUG2021. 3UNITS

Date of Repair: 8/23/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/31/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, JULY2021. 3UNITS

Date of Repair: 6/30/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, JUN2021. 3UNITS

Date of Repair: 5/31/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, MAY2021. 3UNITS

Date of Repair: 4/30/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, APR2021. 3UNITS

Parcel: 684390001 Address: 726 MERIDIAN AVE

Date of Repair: 4/14/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/31/2021

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, MAR2021. 3UNITS

Date of Repair: 2/28/2021

Maintenance Request: TRASH PICK UP SERVICE, ONCE A WEEK, FEB 2021 3 UNITS

Date of Repair: 1/26/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/31/2020

Maintenance Request: TRASH PICK UP SERVICE ONCE A WEEK DEC 2020. 3 UNITS

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/30/2020

Maintenance Request: TRASH P/U ONCE A WEEK, NOV 2020. 3 UNITS

Date of Repair: 10/31/2020

Maintenance Request: TRASH PICK UP SERVICE, ONCE A WEEK, OCT 2020. 3 UNITS

Date of Repair: 10/23/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/30/2020

Maintenance Request: TRASH PICK UP SERVICE, ONCE A WEEK SEPT 2020 FOR 3 UNITS

Date of Repair: 9/22/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Parcel: 684390001 Address: 726 MERIDIAN AVE

Date of Repair: 8/31/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, AUG 2020. 3UNITS

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/31/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, JULY2020. 3UNITS

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 7/3/2020

Maintenance Request: Repair leaking hose bib that can not be completely shut off

Date of Repair: 6/30/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, JUN 2020. 3 UNITS

Date of Repair: 6/26/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/31/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, MAY 2020. 3UNITS

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/30/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, APR 2020. 3UNITS

Parcel: 684390001 Address: 726 MERIDIAN AVE

Date of Repair: 4/22/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 4/6/2020

Maintenance Request: Rodent proofing and termite inspection requested.

Date of Repair: 3/31/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, MAR 2020. 3UNITS

Date of Repair: 3/27/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/29/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, FEB 2020. 3UNITS

Date of Repair: 2/25/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/31/2020

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, JAN 2020. 3UNITS

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/31/2019

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, DEC2019. 3 UNITS

Date of Repair: 12/20/2019

Maintenance Request: Mow and Blow 2x for December

Date of Repair: 11/30/2019

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, NOV2019. 3 UNITS

Parcel: 684390001 Address: 726 MERIDIAN AVE

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/31/2019

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, OCT2019. 3 UNITS

Date of Repair: 10/23/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/30/2019

Maintenance Request: Trash pick-up service, once a week, Sept 2019. 3 units

Date of Repair: 9/27/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2019

Maintenance Request: TRASH PICK-UP SERVICE, ONCE A WEEK, AUG 2019. 3 UNITS

Date of Repair: 8/27/2019

Maintenance Request: MOW, BLOW & CLEAN UP (2X) AUGUST MFR

Date of Repair: 7/31/2019

Maintenance Request: 726 Meridian-1002 Hope St: trash pick-up service, once a week, July 2019

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY

Date of Repair: 6/29/2019

Maintenance Request: Please remove wasp nests.

Parcel: 684390002 Address: 1002 HOPE STREET

Date of Repair: 3/26/2021

Maintenance Request: Need Locks Replaced and Boarded Up

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/10/2020

Maintenance Request: support/safety bars requested for shower, exit doors- back and front rails.

Tenant is 93 years old has almost lost her balance walking out and did not have any support. Repair bulge

in carpet.

Date of Repair: 7/29/2020

Maintenance Request: ants are biting the tenant. she is 93 years old.

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/15/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 4/8/2020

Maintenance Request: Rodent proofing of the property.

Date of Repair: 3/30/2020

Maintenance Request: Wall heater is not working.

Date of Repair: 3/17/2020

Maintenance Request: (USNC) Tenant can't get out of house, door knob keeps spinning.

Date of Repair: 02/03/2020

Maintenance Request: Please conduct termite inspection.

Parcel: 684390002 Address: 1002 HOPE STREET

Date of Repair: 1/31/2020

Maintenance Request: Outside receptacle testing.

Inside receptacle testing.

Date of Repair: 11/8/2019

Maintenance Request: PER RECOMMENDATION INSTALL NEW NIPPLES AND ANGLE STOPS

Date of Repair: 9/11/2019

Maintenance Request: Hot water is scalding tenant who is 95 years old. Please let the contractor know that when they call Ms. Forthun to identify themselves as a Caltrans Contractor, otherwise she will not answer the phone.

Parcel: 684390003 Address: 1008 HOPE STREET

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/24/2022

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/23/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 5/7/2021

Maintenance Request: Trim trees around property.

Date of Repair: 1/22/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Parcel: 684390003 Address: 1008 HOPE STREET

Date of Repair: 12/21/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/19/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/22/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/15/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/2/2020

Maintenance Request: Rodent proofing and termite inspection requested.

Date of Repair: 4/17/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/19/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/14/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Parcel: 684390003 Address: 1008 HOPE STREET

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/23/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/24/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Parcel: 685090001 Address: 535 MERIDIAN AVE

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/22/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/12/2022

Maintenance Request: Repair downed fence in backyard.

Date of Repair: 8/17/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 5/7/2021

Maintenance Request: Trim trees around property and lower hedges by half.

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 2/2/2021

Maintenance Request: HYDRO JETTING MAINLINE

Added 2/1/21: Bathroom sink not draining

CONTACT ISIAH HECKMANN @ (626) 786-4950

Date of Repair: 1/26/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 1/12/2021

Maintenance Request: LEAK IN SPRINKLER SYSTEM + REPLACE TOILET(S)

ISIAH HECKMANN (626)786-4950

Parcel: 685090001 Address: 535 MERIDIAN AVE

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/22/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/16/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 5/8/2020

Maintenance Request: pump pool water out

Date of Repair: 4/22/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 4/9/2020

Maintenance Request: tree trim

Parcel: 685090001 Address: 535 MERIDIAN AVE

Date of Repair: 3/27/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/25/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/20/2019

Maintenance Request: Mow and Blow 2x for December

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/23/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/27/2019

Maintenance Request: MOW, BLOW & CLEAN UP (2X) AUGUST

Date of Repair: 7/30/2019

Maintenance Request: MOW & BLOW (1X) JULY

Parcel: 675670001 Address: 1707 MERIDIAN AVE

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/3/2022

Maintenance Request: AH - REPORT OF WATER GUSHING FROM A PIPE

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/18/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 5/7/2021

Maintenance Request: Trim trees around property.

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 1/26/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Parcel: 675670001 Address: 1707 MERIDIAN AVE

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/22/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 9/2/2020

Maintenance Request: Gutters need cleaning due to excessive amount of leaves.

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/21/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/26/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/21/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/27/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 3/5/2020

Maintenance Request: Tree branches lying on roof. Please trim.

Parcel: 675670001 Address: 1707 MERIDIAN AVE

Date of Repair: 1/8/2020

Maintenance Request: Change locks on the front door.

Date of Repair: 8/23/2019

Maintenance Request: PERFORM LAM TESTING OF BATHROOM WALLS, CEILING, FLOORING &

WALL IN FRONT ROOM WITH CRACKS IN IT

Date of Repair: 8/23/2019

Maintenance Request: Inspect underneath home.

Date of Repair: 8/9/2019

Maintenance Request: Back door frame is compromised. Safety issue, as the frame is only 1/16"

holding the door lock.

Parcel: 445380001 Address: 885 ONEONTA DRIVE

Date of Repair: 2/10/2021

Maintenance Request: clog kitchen sink

Date of Repair: 6/25/2020

Maintenance Request: Toilet and Shower faucet leaking

Date of Repair: 3/23/2020

Maintenance Request: Hose faucet outside won't close

Date of Repair: 2/7/2020

Maintenance Request: Door handle broken off screen door

Date of Repair: 1/31/2020

Maintenance Request: Please troubleshoot light in the closet.

Date of Repair: 12/5/2019

Maintenance Request: Bedroom outlet and light switch not working.

Smoke detectors need checking.

Date of Repair: 10/29/2019

Maintenance Request: Backed up sink.

Parcel: 686350001 Address: 530 ORANGE GROVE AVE

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 3/18/2022

Maintenance Request: walkthrough

Date of Repair: 3/18/2022

Maintenance Request: INSPECT ALL PLUMBING AND GAS LINES AT PROPERTY. PROVIDE COST

ESTIMATE.

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 11/19/2021

Maintenance Request: PRUNE 1 LARGE ASH TREE AND 4 PALMS INSIDE THE PROPERTY

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/28/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Parcel: 686350001 Address: 530 ORANGE GROVE AVE

Date of Repair: 8/23/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/12/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 1/26/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/25/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/28/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/26/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/22/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

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Parcel: 686350001 Address: 530 ORANGE GROVE AVE

Date of Repair: 3/27/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/25/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/24/2019

Maintenance Request: Mow and Blow 2x for December

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/25/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/27/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/27/2019

Maintenance Request: MOW, BLOW & CLEAN UP (2X) AUGUST

Date of Repair: 07/31/2019

Maintenance Request: MOW & BLOW (1X) JULY

Parcel: 675580001 Address: 534 ORANGE GROVE AVE

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FRONT AND BACK FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 11/19/2021

Maintenance Request: PRUNE FICUS TREES AND JUNIPERS INSIDE THE PROPERTY

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/28/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/23/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 1/26/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/28/2020

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

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Parcel: 675580001 Address: 534 ORANGE GROVE AVE

Date of Repair: 10/20/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/25/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/28/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/26/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/22/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 4/8/2020

Maintenance Request: (USNC) BOARD UP SECOND FLOOR WINDOW.

Date of Repair: 3/27/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/25/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 2/11/2020

Maintenance Request: Trim tree around the property

Parcel: 675580001 Address: 534 ORANGE GROVE AVE

Date of Repair: 1/27/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/24/2019

Maintenance Request: Mow and Blow 2x for December

Date of Repair: 11/18/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER FRONT AND BACKYARD

Date of Repair: 10/25/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER FRONT AND BACKYARD

Date of Repair: 9/27/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER FRONT AND BACKYARD

Date of Repair: 8/27/2019

Maintenance Request: (2X) August MOW, BLOW & clean up FRONT AND BACKYARD

Date of Repair: 7/29/2019

Maintenance Request: MOW & BLOW (1X) JULY FRONT AND BACKYARD

Parcel: 686260001 Address: 529 PROSPECT AVE

Date of Repair: 4/18/2022

Maintenance Request: Please replace locks and board up property using black boards in front/side of

property.

Date of Repair: 1/6/2022

Maintenance Request: Toilet making loud sound after flush

Date of Repair: 10/6/2020

Maintenance Request: Toilet not flushing

Date of Repair: 2/7/2020

Maintenance Request: Tree branches encroaching on neighbors property, which is the north side of

property.

Tree branches lying on house, garage and fence in rear of property.

Parcel: 444280001 Address: 540 PROSPECT AVE

Date of Repair: 4/26/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 3/18/2022

Maintenance Request: walkthrough

Date of Repair: 3/18/2022

Maintenance Request: INSPECT ALL PLUMBING AND GAS LINES AT PROPERTY. PROVIDE COST

ESTIMATE.

Date of Repair: 2/23/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 2/10/2022

Maintenance Request: SECURE REAR SHED DOOR. REPAIR BROKEN CHAIN LINK FENCE.

Date of Repair: 12/23/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/23/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/26/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/28/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Parcel: 444280001 Address: 540 PROSPECT AVE

Date of Repair: 8/24/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 5/6/2021

Maintenance Request: Trim trees around property and lower hedges by half along fence line.

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 1/28/2021

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 11/30/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/22/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/25/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/20/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/29/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/22/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

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Parcel: 444280001 Address: 540 PROSPECT AVE

Date of Repair: 4/23/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/31/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 3/29/2020

Maintenance Request: (USNC) BOARD UP BROKEN WINDOW.

Date of Repair: 2/26/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/31/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 1/24/2020

Maintenance Request: Trim trees around property.

Date of Repair: 12/27/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/20/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/24/2019

Maintenance Request: please change locks for this new vacant property. contact Isaiah 626-786-4950

Date of Repair: 8/27/2019

Maintenance Request: 1/2 of house without power. Please check circuit breaker and troubleshoot

Parcel: 681090001 Address: 808 VALLEY VIEW

Date of Repair: 5/6/2022

Maintenance Request: prune 4 trees and 1 palm

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 4/25/2022

Maintenance Request: REPAIR ROOF ON SHED

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 3/18/2022

Maintenance Request: walkthrough

Date of Repair: 3/18/2022

Maintenance Request: INSPECT ALL PLUMBING AND GAS LINES AT PROPERTY. PROVIDE COST

ESTIMATE.

Date of Repair: 2/22/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 12/21/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Parcel: 681090001 Address: 808 VALLEY VIEW

Date of Repair: 9/14/2021

Maintenance Request: RODENT PROOFING REQUESTED

Date of Repair: 8/18/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 5/4/2021

Maintenance Request: Trim trees around property and lower hedges by half.

Date of Repair: 11/30/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/27/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/24/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/28/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 8/24/2020

Maintenance Request: BOARD UP WHERE NEEDED. TROUBLESHOOT FRONT AND BACK DOOR.

CHANGE

FRONT DOOR SCREEN.

Date of Repair: 7/30/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/26/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

Parcel: 681090001 Address: 808 VALLEY VIEW

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/23/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/24/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/26/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/31/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/25/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/31/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 7/30/2019

Maintenance Request: MOW & BLOW (1X) JULY

Date of Repair: 06/27/2019

Maintenance Request: MOW & BLOW (1X) JUNE

Parcel: 686700001 Address: 822 VALLEY VIEW

Date of Repair: 4/25/2022

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/23/2022

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/22/2022

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 2/17/2022

Maintenance Request: walkthrough

Date of Repair: 12/22/2021

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/22/2021

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 11/17/2021

Maintenance Request: INSTALL SECURITY DOOR

Date of Repair: 10/25/2021

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 10/21/2021

Maintenance Request: Trim or remove tree leaning on neighbor's house.

Date of Repair: 9/27/2021

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 9/16/2021

Maintenance Request: RODENT PROOFING REQUESTED

23 - 103

Parcel: 686700001 Address: 822 VALLEY VIEW

Date of Repair: 8/18/2021

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 5/4/2021

Maintenance Request: Trim trees around property and lower hedges by half.

Date of Repair: 4/19/2021

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 1/30/2021

Maintenance Request: emergency wall repair. remove debris.

Date of Repair: 11/30/2020

Maintenance Request: change locks.

Date of Repair: 11/30/2020

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/27/2020

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/24/2020

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 8/31/2020

Maintenance Request: MOW & BLOW 2X FOR AUGUST

Date of Repair: 7/30/2020

Maintenance Request: MOW & BLOW 2X FOR JULY

Date of Repair: 6/26/2020

Maintenance Request: MOW & BLOW 2X FOR JUNE

23 - 104

Parcel: 686700001 Address: 822 VALLEY VIEW

Date of Repair: 5/19/2020

Maintenance Request: MOW & BLOW 2X FOR MAY

Date of Repair: 4/23/2020

Maintenance Request: MOW & BLOW 2X FOR APRIL

Date of Repair: 3/27/2020

Maintenance Request: MOW & BLOW 2X FOR MARCH

Date of Repair: 2/26/2020

Maintenance Request: MOW & BLOW 2X FOR FEBRUARY

Date of Repair: 1/31/2020

Maintenance Request: MOW & BLOW 2X FOR JANUARY

Date of Repair: 12/20/2019

Maintenance Request: MOW & BLOW 2X FOR DECEMBER

Date of Repair: 11/25/2019

Maintenance Request: MOW & BLOW 2X FOR NOVEMBER

Date of Repair: 10/31/2019

Maintenance Request: MOW & BLOW 2X FOR OCTOBER

Date of Repair: 9/30/2019

Maintenance Request: MOW & BLOW 2X FOR SEPTEMBER

Date of Repair: 7/30/2019

Maintenance Request: MOW & BLOW (1X) JULY

ATTACHMENT 3

FEI Associates Proposal

CITY OF SOUTH PASADENA RFP FOR RESIDENTIAL INSPECTION, SCOPE OF REPAIRS AND ESTIMATED COST OF REPAIRS

FEI ASSOCIATES CONSULTING ENGINEERS

6372 CHIPOLA CT. CHINO, CA 91710 Cell # 909-636-9538 fmnii@msn.com

No.	Professional Category	Hourly	Daily	Weekly	Monthly	Yearly
1.	Chief Engineer	\$125.00	-		-	-
2.	Office Manager	\$30.00	-	Ţ-	-	-
3.	Plan Check Engineer	\$30.00	-	-	-	-
4.	Field Personnel	\$30.00	-	-	-	-
5	Construction Manager	\$65.00	-	-	-	-

Note:

FEI Associate's total price for Inspection, Report Preparation and Estimated Cost
of Repairs for all 66 buildings to not exceed \$324,500.00 Lump Sum. Also note that
This excludes things like asbestos tests which, based on our experience on
building inspections, are typically done after buildings are designed and prior to
start of construction.

REPENCES

D. REFERENCES

Name	Phone Number	Email	
Philomena Wong	(310) 278-8000	pwong@bhprop.com	
Miles Williams	(562) 270-1777	miles@rpmsouthland.com	
Laurence Behar	(310) 339-0252	lawbehar@aol.com	
Manu Singh	(510)3318144/(510)649-3385	Msingh.msb@gmail.com	

Client References

The following is a list of four (4) references (public agencies preferred).

Reference #3

4
Name of Organization: Beverly Hils Properties
Address: 9491 Wilshire Blvd. Perthouse Ste. Beverly Holls Ca 9002 Contact Name: Ms. Philomena Wong Contact Title: General Manager
Contact Name: Ms. Philomena Wong Contact Title: General Manager
Telephone: Bio 278-8000 Email: Dwong @ bhprop. com
Summary of Project: Working on Several building for client.
Project typically brolves: Field investigations.
Preliminary and prival cost estimates. Structural analysis.
Prepar atum of pinal drawings. Coordinatum, with the Municipality.
Prepar atm of final drawings. Coordination with the Municipality. Consultant's Service Dates: 2017 - PRESENT during Construction
Consultant's Contract Amount: \$350,000 -\$548,000 depending on the Arget
Estimated Total Project Cost: \$350,000 - \$540,000 depending on Size
Project Completion Date: On - going (various properties or building)
Reference #4
Name of Organization: REAL PROPERTY MANAGEMENT
Address: 3450 E SPRING ST. STE 209 LONG BEACK CA 90806
Contact Name: Hiles Williams Contact Title: Property Manager
Telephone: (562)-270-1777 Email: Miles @ rpm South and . Com
Summary of Project: Property located at 1661 W 259 TT. HABBOR CITY, OF
Property is a 3-story wood shearwall apartment building
Kein-forced property with new phywood shearwall in the fine
claration. Special Contiluer Columns were used at other elevations.
Consultant's Service Dates: 07/10/2020 - 12/27/2021
Consultant's Contract Amount: \$435,000 (Including design & Construction)
Estimated Total Project Cost: \$ 453,000 (in cluding design & anstruction)

Client References

The following is a list of four (4) references (public agencies preferred).

Reference #3
Name of Organization: Ms. Babelle L. Behan Trustee Boker Family Trust
Address: 347 N Oalchurst Dr. Beverly Hills CA 90210
Contact Name: Law rence Behav Contact Title: Property Man asay
Telephone: (310) 339 -0252 Email: awbehav@ aol.com
Summary of Project: Perimeter Wall im provement. Building
upgrade. Seismic retropit. Others including field
brivishi gations paliminary and final plans, coardinating
with the City of Benerly Hills, EOR during Construction.
Consultant's Service Dates: 08 23 2021 - 0122 2021
Consultant's Contract Amount: \$81,000 - wollding denter and anti-uch
Estimated Total Project Cost: 187,000 wichaling design and antique
Project Completion Date: 01 20 2012
Reference #4
Name of Organization: LIPNOSKY CURISTINE TRUST
Address: SKN FIZANOSCO, CA
Contact Name: MANU SINGH Contact Title: PROPERTY MANAGER
Telephone: (50) 331. 9144 ex 610) 649 Email: MSngh. msp@gmail.com
Summary of Project: Building located at 1010 Blake St. Barkely, CA
Project Consisted of building upgrade seismic
vetro for using new by wood Sheathing, special moment
frames and new integrade to existing blywood sheatlank
Consultant's Service Dates: Nov 9, 208 - May 2, 2021
Consultant's Contract Amount: 422,062:50 Gengy & EOR 1285 Chily)
Estimated Total Project Cost: 56 4 60,000
Project Completion Date: Approx. May 2, 2021

REQUEST FOR PROPOSALS (RFP) TO PROVIDE RESIDENTIAL INSPECTION, SCOPE OF REPAIRS AND ESTIMATED COST OF REPAIRS FOR THE CITY OF SOUTH PASADENA.

To whom it may concern:

We are pleased to tender a bid for RFP to Provide Residential Inspection Scope of Repairs and Estimated Scope of Repairs for the City of South Pasadena, CA. Our Chief Engineer, Francis Iwekaogwu, has a combined experience both in Consulting and Civil/Structural Engineering practice of more than 34 years. He is the CEO of FEI Associates Consulting Engineers based in Chino, CA and maintains an office at 1740 E Garry Avenue, Suite # 205, Santa Ana, CA, as well as 6272 Chipola Ct. Chino, CA. Attached, please find his resume detailing his experience for your kindest consideration. Mr. Iwekaogwu has worked extensively at the City of Los Angeles, Port of Los Angeles, Velocitel, Inc; Oldcastle Inc; Core-slab Structures Inc; UC Synergetic, Penhall, Inc. and other places. Mr. Iwekaogwu possesses multidimensional and multifaceted experience in Public Works, Waterfront Design, Residential and Commercial Building Design, Distribution and Powerline Design, Substation Design, Seismic Retrofit Design, to mention but just a few. Mr. Iwekaogwu has handled many projects in the City and County of San Francisco, Berkeley, Los Angeles, Beverly Hills, Santa Monica, San Diego to mention but just a few. FEI Associates has represented a lot of clients in the past and is prepared to diligently represent the City of South Pasadena in its current and future endeavors. It should be noted that FEI Associates will be prepared, among other things, to sign a service agreement with the City of South Pasadena. By copy of this letter also, FEI Associates Consulting Engineers (Consultant), accepts all the terms and conditions outlined in all the City's standard professional services agreement (attached) and can meet all the insurance requirements made part of the agreement unless otherwise stated in the proposal exceptions. FEI Associates has ben involved in a variety of building inspections to identify multifarious vulnerabilities including seismic retrofit, asbestos abatement, existing wood shear wall replacement, rot identification, general building repairs etc. These building types have been wood shear walls, non-ductile buildings, special moment frames, intermediate moment frames etc. They have also involved residential, commercial, industrial buildings, to mention but just a few.

Attached please find his extensive resume along with those of his associates for your kindest consideration.

Please do not hesitate to contact us if you have any guestions.

Thank you.

MERCHEN

Signature of Designated Official

Data

6/25/2022

FEI ASSOCIATES CONSULTING ENGINEERS 6372 Chipola Ct. Chino, CA 91710

Cell # 909-636-9538 fmnii@msn.com

THIS PROPOSAL IS VALID FOR 90 DAYS

SCOPE OF WORK

REQUEST FOR PROPOSALS (RFP) TO PROVIDE RESIDENTIAL INSPECTION, SCOPE OF REPAIRS AND ESTIMATED COST OF REPAIRS FOR THE CITY OF SOUTH PASADENA, CA.

Name

City of South Pasadena, CA

Solicitation

RFP No. N/A

Quote Name

Request For Proposal to Provide

Due Date

June 2, 2022

Residential Inspection, Scope of

Repairs and Estimated Cost of

Repairs for the City of South

Pasadena

PREPARED BY

Prepared By

Francis lwekaogwu

Phone

(909) 639-9538

Company

FEI Associates Consulting.

FAX

(909) 590-4127

Name

Engineers

Email

fmnii@msn.com

Address

6372 Chipola Ct. Chino, CA

91710

INTRODUCTION

Our Chief Engineer, Francis Iwekaogwu, will be the designated Project Manager and liaison between FEI Associates and the City of South Pasadena. He is the President and CEO of FEI Associates Consulting Engineers based in Chino, CA and maintains an office at 1740 E Garry Avenue, Suite # 205, Santa Ana, CA, as well as 6272 Chipola Ct. Chino, CA. He will be our designated Project Manager, utilized to function as the liaison

Cell # 909-636-9538 fmnii@msn.com

between FEI Associates Consulting Engineers and the City of South Pasadena to address the City's needs as regards the Consultant's areas of expertise and interests:

SCOPE OF WORK AND AREAS OF INTEREST:

FEI Associates Consulting Engineers (Consultant) is prepared to engage with the City in The following areas as required:

Following the elimination of the SR-710 freeway extension, the California Department of Transportation (Caltrans) is offering to sell surplus properties previously slated for demolition to the City of South Pasadena. There is a total of forty-six (46) Occupied and twenty (20) Unoccupied surplus homes in South Pasadena.

IMPORTANT: The primary focus of this RFP will include all twenty (20) Unoccupied surplus homes. At a later date, which could be 4-12 months after the initial 20 inspections, there is a possibility of inspecting some of the Occupied homes if an existing tenant chooses not to purchase or doesn't qualify to purchase.

Status	Historic	Non-Historic	Total
Occupied	18	28	46
Unoccupied	8	12	20

Those properties that are designated as historic may include an inspection and report from a City of South Pasadena partner i.e., South Pasadena Preservation Foundation (SPPF) identifying character defining features that need to be preserved and repaired if necessary. The City and SPPF are currently negotiating a Memorandum of Understanding for this service. The final scope and estimate of repairs from this RFP shall incorporate any work deemed necessary by the City.

An Excel spreadsheet is provided with this RFP (Attached) that lists property information for all sixty-six (66) properties. Included in the spreadsheet is the following:

- 1. State Parcel #
- Assessor's Parcel Number (APN)

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- 3. Address
- 4. Alternate Address (in some cases there are two buildings on one site)
- Historic Category
- 6. Occupancy Status
- 7. Type (MFR/SFR)
- 8. Zoning
- 9. Beds (if available)
- 10. Baths (if available)
- 11. Square Footage (if available)
- 12. Year Built (if available)
- 13. Notes
- 14. Link to photo of home

Note: Some of the properties are designated MFR (multi-family residence). The Notes column designates whether the property includes two buildings or one building with two units. Because the property located at 626 Prospect Ave. is more of an apartment style building, and for purposes of this RFP, the City is excluding this property from this RFP.

Project Description

FEI Associates Consulting Engineers and its team are advancing this proposal to work collaboratively with staff and City Consultants to:

- Conduct a comprehensive site inspection of each property to determine scope of repairs.
- 2. Prepare an inspection report detailing the scope of repairs needed for each property with sufficient detail (description of repair work, location of repair, and quantity of materials or dimensions) to allow a contractor to understand the repair requirements and provide a bid to correct the line-item repair issue.
- Prepare a separate but corresponding estimated cost of repairs which shall be numbered with the same reference used in the scope of repairs along with the estimated grand total cost of repairs.

Rehabilitation Standards

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The City desires to have a final scope of repairs and cost estimate for ALL repairs necessary for a buyer to obtain financing and to move in. The improvements specified in the scope of work and repair estimate shall be based upon Local Building Code standards and standard grade building materials. Standard grade building materials shall be defined as non-customized materials that are not considered an upgrade and that meet building code requirements. At a minimum, the scope of repairs must address:

- Health and safety Identify items necessary to bring the property into a safe and sanitary condition including, but not limited to;
- o Leaking plumbing
- o Rotten wood
- o Pest-termite control remediation
- o Overloaded electrical system
- o Broken windows
- o Leaking/damaged roof
- o Presence of asbestos and lead-based paint (see below)
- Major Systems including structural support, roofing; siding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing (including camera of sewer lateral to the street); electrical; and heating (including chimney inspection), ventilation, and air conditioning.
- o The report must provide an estimate (based on age and condition) of the remaining useful life of these systems.
- o The standards must require that, upon completion, each of the major systems have a minimum useful life of 5 years or the major systems must be rehabilitated or replaced as part of the rehabilitation work.
- Lead-Based Paint Standards must require housing to meet applicable provisions of 24 CFR part 35. Units constructed prior to 1978 will be inspected according to HUD 5 for the remediation of lead-based paint.
- Energy Efficiency Improvements –

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- o All wall and attic insulation must comply with California Quality Standards for Insulting Materials (CCR, Title 24, Part 12, Ch. 12-136) o If windows are replaced, they should be products rated by the National Fenestration Rating Council
- o If HVAC system is replaced, they must meet state energy standards
- o If Water Heater is replaced, they must meet state energy standards
- o If weatherization is not already installed, the whole home shall be weatherized.
- o If appliances are replaced, they must meet state energy standards.
- State and Local Codes, Ordinances, and Zoning Requirements The standards must require the housing to meet all applicable State and local codes, ordinances, and requirements.
- Uniform Physical Condition Standards (UPCS) Standards must ensure that the housing will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703.
- The following is meant to provide a general list of the systems and areas of the home that shall be inspected and analyzed. It is not meant to be a comprehensive list and the Vendor is expected to inspect and analyze any other areas of the home that have deficiencies. Review and test the following and ensure that they are operational, no needed repairs, and up to current codes and can accommodate the modern-day demands.
- a. Electrical
- b. Plumbing & Plumbing fixtures
- c. Heating & Air Conditioning
- d. Paining: exterior & interior
- e. Structure
- f. Windows
- g. Doors
- h. Kitchen appliances
- Roofing
- j. Chimney (if applicable)
- k. Foundation
- I. Insulation
- m. Exterior site, walls, landscaping, drainage

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Cell # 909-636-9538 fmnii@msn.com

n. Sewer line inspection including camera lateral pipe from street to home (if applicable)

o. Cabinetry

p. Sprinkler system

q. Lead Based Paint & Asbestos (if applicable)

r. Landscaping: necessary trimming and/or removal of dead or dying vegetation and a budget amount with assumptions provided to make the property presentable.

Project Schedule:

The work related to this RFP is a high priority project for the City. **FEI Associates** commits to availability to start inspections and work immediately after award of contract at the end of July 2022.

FEI Associates Consulting Engineers will perform the following tasks:

Task 1. Conduct Comprehensive Property Inspection

FEI Associates and its team will inspect designated properties and work with City Staff, and City Consultants to decide scope of work for each property. Deliverable: None

Task 2: FEI Associates will prepare an Inspection Report

FEI Associates and its team will prepare an inspection report detailing the scope of repairs needed for each property with sufficient detail (description of repair work, location of repair, and quantity of materials or dimensions) to allow a separate process to hire an independent contractor to understand the repair requirements and provide a bid to correct the line-item repair issue:

Deliverable: Inspection Report in PDF and original document format (e.g. Word).

Task 3: Prepare an Estimated Cost of Repairs for each property which shall be line itemed and numbered with the same reference used in the scope of repairs along with the estimated grand total cost of repairs.

inspection as needs arise. However, the base price for inspection should include all relevant costs to perform the work that is required on every property.

This keeps the costs down for the standard inspection for each property while also providing the ability to add a specialty inspection if required.

Deliverable: Estimated Cost of Repairs in PDF and Excel format.

FEI ASSOCIATES CONSULTING ENGINEERS 6372 Chipola Ct. Chino, CA 91710

Cell # 909-636-9538 fmnii@msn.com

FIRM AND PROJECT MANAGER EXPERIENCE

A: Relevant past performance projects

Please see below for projects that we completed on time without any issues.

1.

Project Location: 17550 Burbank Blvd. Encino, CA 91316

Owner: Donald Sterling Corporation

Design Firm: FEI Associates Consulting Engineers

Contractor: Global Builders

Project Narrative:

Project is a massive four-story building located in Encino, CA. Building is made up of several buildings connected by bridges at the second and third story levels. The scope of work consists of renovation and strengthening the building at five elevations including the streetside elevation.

Project was initially designed to be strengthened using sixteen Simpson's Strong Tie Moment Frames. The estimated cost was between \$480,000 and \$720,000. Prior to the start of construction, Design Consultant - FEI Associates Consulting Engineers and Engineering contractor - Global Builders, Inc. made a conscious effort to streamline costs for the owner. FEI Associates in conjunction with Global Builders embarked on a redesign utilizing Special Moment columns in lieu of Special Moment Frames. Sixteen Special cantilever columns were designed to sustain the loads that should have been developed by the sixteen Special Moment Frames (SMF's). The redesign was re-submitted to the City of Los Angeles, the authority having jurisdiction over the project. The project passed all criteria for height limitations required in using Special cantilever columns. Building shall be 35'-0" or less in height. Moreover, the substitute columns must meet certain ductility requirements which were met by the steel sections selected as replacements. The Departments of Buildings and Safety of the city approved the redesign after meticulous and rigorous check. It should be noted that the material cost savings alone for the owner after the redesign was between \$320,00 - \$540,000 just on materials alone.

The streetside elevation required use of 15/32" of one-sided plywood sheathing over approximately six hundred and fifty lineal feet of building. Shear walls were also segmented. Existing top plates were strengthened in compliance with the City of Los Angeles codes and standards as dictated by ordinance.

The Special cantilever columns were founded on 5'-0" wide grade beams with pads at column locations and followed ACI 318 detailing requirements. Drag plates, used to drag the entire seismic loads throughout the entire length of the building, were installed on the underside

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Cell # 909-636-9538 fmnii@msn.com

of new 6x10 wood beams on top of the Cantilever columns. Every steel and concrete detailing requirements were followed.

This project was started in 2020, but had to be truncated in the same year due to the Covid-19 pandemic. The streetside shear wall had been installed by then. The project has long been restarted and is still on-going with the installation of the Special Cantilever columns and appurtenant concrete grade beams and pads. It should be noted that this project is ongoing.

Codes and Standards used:

- California Building Code 2016 Edition
- Los Angeles City Building Code 2017 Edition
- ASCE/SEI 7-10 Edition Minimum Design Loads for Buildings and other structures
- ACI 318-14 Edition
- NDS: National Design Specifications for Wood Construction with Commentary 2018 Edition
- Design Guide: City of Los Angeles Mandatory Earthquake Hazard Reduction in Existing Wood-Frame Buildings with Soft, Weak or Open-Front Walls (SWOF) Vol. 2
- City of Los Angeles Ordinance 183983 dated October 13, 2015, effective November 22, 2015
- City of Los Angeles Ordinance 184081 dated January 28, 2016, effective February 12, 2016
- City of Los Angeles Instruction Bulletin P/BC 2014-137, effective November 22, 2015, revised June 24, 2016 and September 30, 2016

2.

Project Name: South Milliken Avenue Grade Separation Project - City of Ontario, CA
Owner: City of Ontario Engineering Department. Francis Iwekaogwu / Oldcastle Precast
Fontana - Engineering Manager / Subcontractor for project.

Project Narrative: Completed Spring 2017

This project is a grade separation at Milliken Avenue over the Union Pacific Railroad Subdivision line. The railroad tracks will remain at grade while Milliken Avenue will be elevated approximately 30 feet. Associated with this project included multiple utility relocations including water, sewer, gas, electric, telecommunications, fiber optic and cable TV.

9

Concrete retaining walls up to 36 feet tall with decorative architectural elements were constructed to allow Milliken Avenue to go up and over the railroad tracks and Mission Boulevard. Turning movements to and from Mission Boulevard will occur on the elevated structure. Philadelphia Street will be realigned to the north where it will be connected with Milliken Avenue. Access to the properties on the west side of Milliken Avenue will be retained.

24" round octagonal piles were designed by Francis Iwekaogwu, Engineer at Oldcastle to support a series of Double-T prestressed beams spanning from abutments at each end of the grade separation and support at intermediate pile bents. Those bents were supported by 24" diameter octagonal or 24" diameter round prestressed precast piles.

The South Milliken Avenue Grade Separation Project serves multifarious purposes including but not limited to:

- Eliminated traffic delays
- Enhancing Safety
- Shortening emergency response lines
- Improving air quality
- · Reducing noise from train horns
- Enhancing economic vitality

Construction of the South Milliken Avenue grade separation project started February 2014 and was completed in Spring of 2017. During construction, Milliken Avenue was reduced to one lane in each direction approximately 1000 feet both north and south of Mission Boulevard. After the first year, Milliken Avenue was closed at Mission Boulevard to allow for the bridge and retaining wall construction; however, a detour was in place using Haven Avenue to the west and Etiwanda Avenue to the east.

The total construction cost for this project was \$574,000,000. Funding was provided by a combination of sources including:

- City of Ontario
- Union Pacific Railroad
- Measure 1
- The half-cent sales tax for transportation improvements in San Bernardino County along with Trade Corridor Improvement Funds and State Local Partnership Program Funds.

Codes and Standards used:

- City of Ontario Municipal Design Guidelines
- California Building Code
- AASHTO as needed

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Cell # 909-636-9538 fmnii@msn.com

- American Railroad Engineers and Maintenance Association (AREMA)
- PCI Design Handbook (Precast Prestressed Concrete) prevailing edition at the time of design
- Oldcastle Precast Safety Handbook

3.

Project Name: 10200 Riverside Ave, Toluca Lake, CA 91602

Project Narrative: Renovation and strengthening of an existing three-story commercial building in Toluca Lake, CA. Strengthening consists of installation of multi-bay Special Cantilever Columns in one elevation and multi-bay special and plywood shear wall on another elevation.

Due to the nature of occupancy (commercial building), the city of Los Angeles mandates under LAMC and Ordinance 183983 and 184081 respectively that buildings comply with Americans and Disabilities Act (ADA) of 2008 and 2009. Because of that, handicapped parking and stripping were placed on the outside and signs designating handicapped parking spots were designated. On the interior of the buildings, especially in the restrooms, new toilets, to meet ADA requirements, were proposed. The building was now designed to be ADA compliant.

Building was approved in December 2021 and slated for construction in August 2022. Codes and Standards used:

- California Building Code 2016
- Los Angeles City Building Code 2017 Edition
- ASCE/SEI 7-10 Edition Minimum Design Loud
- ACI 318-14 Edition
- NDS: National Design Specifications for Wood Construction with Commentary 2018
 Edition
- Design Guide: City of Los Angeles Mandatory Earthquake Hazard Reduction in Existing Wood-Frame Building with Soft, Weak or Open-Front Walls (SWOF) Vol. 2
- City of Los Angeles Ordinance 183983 dated October 13, 2015, effective November 22, 2015
- City of Los Angeles Ordinance 184081 dated January 28, 2016, effective February 12,
 2014
- City of Los Angeles Instruction Bulletin P/BC 2014-137, effective November 22, 2015, revised June 24, 2016 and September 30, 2016
- Design Firm: FEI Associates Consulting Engineers.

FEI ASSOCIATES CONSULTING ENGINEERS 6372 Chipola Ct. Chino, CA 91710

Cell # 909-636-9538 fmnii@msn.com

Construction Firm: TBD.

4.

Project Location: 1523 N Fuller Ave, Los Angeles, CA 90046

Project POC: Philomena Wong, (310) 278-8000, pwong@bhprop.com

Total Cost of Project: \$211,062.00 (Two-hundred Eleven Thousand & Sixty Two USD)

Project Name: Beverly Hills Properties (Seismic Retrofitting) and Building Modifications

Project Narrative: Project start, 10/22/2019 End date, 03/31/2020

Soft story retrofit per LAMC DIV 93.22 SCCS design and installation of new HSS columns, removing 6" concrete slab in the parking lot and cast in place new concrete slab with new footings, and grade beams to make 4 story building seismically resistant.

Design Firm: FEI Associates Consulting Engineers

Construction Company: Global Builders, Inc.

5.

Project Location: 258 S Serrano Ave, Los Angeles, CA 90004

Project POC: Philomena Wong, (310) 278-8000, pwong@bhprop.com

Total Cost of Project: \$584,777.18 (Five-Hundred Eighty Four Thousand & Seven Hundred

Seventy Seven point Eighteen USD)

Project Name: Beverly Hills Properties (Seismic Retrofitting)

Project Narrative: Project start. 03/03/2020 End date. 01/05/2021

Soft story retrofit per LAMC DIV 93. 22 SCCS design and installation of new HSS columns, removing 6" concrete slab in the parking area and cast in place new concrete slab with new footings and grade beams to make the seismic resistance of a 3-story building.

Design Firm: FEI Associates Consulting Engineers.

Construction Company: Global Builders, Inc.

6.

Project Location: 1661 259 St, Harbor City, CA 90710

Project POC: Miles Williams, (562) 270-1777, miles@rpmsouthland.com

Total Cost of Project: \$413,711.00 (Four Hundred Thirteen Thousand & Seven Hundred USD)

Project Name: Real Property Management (Soft Story Retrofit)

Project Narrative: Project start, 07/10/2020 End date, 12/27/2021

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Soft story retrofit as per LADBS Chapter 23 design and installation of new steel cantilever columns at the tuck under parking regions of a two- story apartment building, patting and installing all steel gutters and downspouts.

Design Firm: FEI Associates Consulting Engineers.

Construction: Global Builders, Inc.

7.

Project Location: 17550 Burbank Blvd, Encino, CA

Project POC: Sterling Encino Country Club (310) 278-8000

Total Cost of Project: \$349,888.00 (three hundred forty-nine thousand eight hundred eighty-

eight USD)

Project Name: Beverly Hills Properties

Project Narrative: Project start 08/16/2019 End date - 06/21/2022

Soft story retrofit using Special Moment Frame, shear walls and cantilever columns. Project is a massive four-story building located in Encino, CA. Building is made up of several buildings connected by bridges at the second and third story levels. The scope of work consists of designing, renovation, and strengthening the building at five elevations including the streetside elevation.

Design Firm: FEI Associates Consulting Engineers.

8.

Project Location: 535 Alexandria Ave, Los Angeles, CA 90020

Project POC: Philomena Wong, (310) 278-8000

Total Cost of Project: \$48,888.00 (forty-eight thousand eight hundred eighty-eight USD)

Project Name: Design & Construction Services

Project Narrative: Project start 07/21/2021 End date -

Demolition location for 3 shoring and pathing back with concrete, design and installation of 3 new shoring in 3 different locations, excavation, demo, hauling the damaged column, new concrete pad 7 feet x 7 feet, CMU wall and retaining wall, installation of new HSS 8x8 0.625 with 3/4" channels with 2 hour fire rating, pure concrete the new pad footing re-stucco all demolished and required areas and paint to match the existing building. Building Shoring.

Design Firm: FEI Associates Consulting Engineers.

Construction: Global Builders.

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9.

Project Location: 347 N Oakhurst Dr, Beverly Hills, CA 900210

Project POC: Isabelle L Behar, (310) 339-0252

Total Cost of Project: \$84,000.00 (eighty-four thousand USD)

Project Name: Design & Construction Services

Project Narrative: Project start 08/23/2021 End date 01/22/2022

Excavation/ hauling for new footings and new grade beams, rebar supply, design and installation/ pour concrete for new footings and grade beams, supply and installation of Simpson A-35, shoring the building as required, design and installation of seismic members, patching and painting all the required demolished areas.

Design Firm: FEI Associates Consulting Engineers.

Construction: Global Builders, Inc.

10.

Project Location: 7130 West Hollywood Blvd, Los Angeles, CA 90046

Project POC: D.T Sterling Family Trust, 9441 Wilshire Blvd, Beverly Hills CA 90212

Total Cost of Project: \$147,888.00 (one hundred forty-seven thousand eight hundred

eighty-eight USD)

Project Name: Construction Services

Project Narrative: Project start 08/01/20219 End date 12/08/2022

Excavation and hauling for 10 new footings and 2 long grade beams, rebar supply and installation/ concrete installation for 10 new footings and 2 long grade beams, supply, design and installation of (10) W10x26 columns, supply and installation of Simpson A-35 and LTP5, blocking provisions etc.

Design Firm: FEI Associates Consulting Engineers.

Contractor: Global Builders.

12.

Project Location: 2110 4th St. Santa Monica, CA 90405

Project POC: Philomena Wong, (310) 278-8000

Total Cost of Project: \$185,888.00 (one hundred eighty-five thousand eight hundred eighty-eight

USD)

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Project Name: Design & Construction Services

Project Narrative: Project start 01/11/2020 End date 06/29/2020

Excavation / hauling for one new grade beam (entire south elevation) and one new grade beam (half of north elevation) and 6 pad footings, supply, design, and installation of rebar / concrete for one new grade beams, supply and installation of 6 new steel cantilever columns W10x88 per sheet, supply and installation of new sheeting of entire length of south and north elevation, restucco all required areas and paint as much as possible to match the existing color of the building.

Design Firm: FEI Associates Consulting Engineers.

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Project Name: Tule Wind Project

Project Location: Boulevard, San Diego County

Project Cost: \$30,000,000-\$50,000,000

Consultant: Francis Iwekaogwu, FEI Associates Consulting Engineers

Client: Avangrid Iberdrola Renewables for San Diego Gas & Electric / County of San Diego

Project Narrative: Completed December 2018

This wind turbine is located on a series of north-to-t\south and northwest-to-southeast ridges. The layout includes a total of 134 wind turbine locations. There are 97 turbines located on BLM (Bureau of Land Management) land, 17 on Tribal Lands, 13 on private parcels (Hamann Properties) and 7 on state land.

A typical turbine is a maximum of 492-feet tall (measured from the ground to turbine blade tip) and has three blades, oriented upwind. Turbines are mounted on a concrete pad, and are grouped in strings, connected by an underground or overhead electrical cable system. Each turbine has a rotor and nacelle mounted on top of its tubular tower.

To minimize visual impacts, all of the turbine's components were painted or finished using low-reflectivity, neutral white colors in compliance with FAAA regulations. Per FAA, approximately one third to one half of the turbine structures lit with synchronized red flashing lights.

The project electrical system consists of an underground and overhead collector system, which collects electricity generated from each wind turbine, increases the voltage through a pad-mounted transformer and delivered to the project collector substation (2 total). Some portions of the electrical collector system are above ground.

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From the project collector substation, an overhead 138KV transmission line runs south in south interconnecting to the SDGE Boulevard Substation. Typical 138KV transmission line poles were constructed of steel rather than wood due to the potential wildfires in this area (dry land). A total f 126 75ft transmission line poles were installed.

The collector substation was surrounded by a 1-acre graveled, fenced area with transformer and switching equipment and an area to park utility vehicles, a total of 5 acres in conformance to applicable SDG&E design standards.

The operations and maintenance facility for the project included a pre-engineered metal building to housing operational services and critical spare parts located next to the collector substation. The building was approximately 5,000 square ft in size and surrounded by a 4-acre cleared area, totaling 5 acres.

Design Parameters:

- Forward span and back span of the poles ranged from 725 feet to 1125 feet
- Poles included tangent poles and angled poles.
- Diameter of Concrete cast-in-place foundations ranged from 60 inches to 108 inches and depth of embedment ranged from 12'-0" to 18'-0" depending on geotechnical recommendations

Primary Standards and Codes Used:

- American National Standards Institute (ANSI)
- Institute of Electrical and Electronics Engineers (IEEE)
- Insulated Cable Engineers Association (ICEA)
- American Society of Mechanical Engineers (ASME)
- National Electrical Code (NEC)
 National Electrical Safety Code (NESC)
- Underwriters Lab (UL)
- American Concrete Institute (ACI)
- American Inn & Steel Institute (AISI)
- American Society for Testing & Materials (ASTM)
- International Building Code (IBC)
- AASHTO Standard for Aggregates
- ASCE 7-05 Minimum Design Loads for Buildings and Other Structures

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- Avian Power Line Interaction Committee (APLIC)
- Federal Occupational Safety and Health Administration (OSHA)
- ANSI/TIA-568-C0-2009 Generic Telecommunications Cabling for Customer Premises
- Rus Bulletin 1724-200 Rural Utilities Service Design Manual for High Voltage
 Transmission Lines Electrical System Requirements
- RUS Bulletin 1724-300 Rural Utilities Service Design Guide for Rural Substations
- California PUC GO 95 Rules for Overhead Electrical Lines
- Construction California GO 128 Rule of Construction of Underground Electric Supply and Communication Systems
- Coordinated with multifarious disciplines including, but not limited to, Geotechnical Engineering, Mechanical Engineering, Electrical Engineering, City and County of San Diego, Bureau of Land Management.

Project Name: Dana Point Fishing Pier Project

Project Engineer: Francis Iwekaogwu - Chief Engineer

Company: Oldcastle Precast

Owner: City of Dana Point, Engineering Department

Project Narrative: Completed 2015

The Engineering Department of the City of Dana Point, CA needed to replace the existing deteriorated wood pedestrian bridge. The contractor, Manson Construction, a Gardena based construction company, approached Old Castle Precast, a Fontana, California based precasting and underground utility design company, for assistance. Mr. Francis Iwekaogwu was Chief Engineering removal of the existing deteriorated wood bridge and replacement with a new prestress precast concrete bridge for fishing boat berthing and other activities.

The existing deteriorated wood supporting timber piles were treated with creosote, a very caustic moisture impervious wood treatment material that was eventually banned by the Federal Department of Agricultural and Environmental Services. For a replacement, a series of 16" diameter prestressed concrete piles with precast prestressed concrete hollow core slabs were suggested. At one end of the pier (the backland), a concrete seat for the pier was designed to act as a beam seat for the walkway on one end and the other end had prestressed concrete supporting members. The top prestressed concrete hollow core members spanned some 16'-0" to 24'-0" with intermediate pile bents inbetween. This enabled utility ducts including

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electrical and other utilities to be passed. Each was prestressed using 4-1/2 "diameter, 7-wire

strands laid lengthwise and spanning 16'-0" to 24'-0".

Bathymetric sounding was done along the length of the pier from backland to pierhead

line to determine the depth of the driven prestressed piles and the available draft along the pier.

Based on this bathymetric sounding, the various lengths of the driven piles were calculated from

backland to pierhead line. The piles varied from 16'-0 to 36'-0". Elements of the pier were

transported from the precasting yard in Fontana to Dana Point installation site using appropriate

transportation trucks.

It should be noted that holes were pre-drilled along the sides of the precast hollow core

slabs for installation of prefabricated guardrails meant to prevent pedestrians from falling into

the water. The project took about 6-8 months. After installation, Dana Point invited all parties

involved for commissioning.

Length of pier: About 125'-0"

Codes and Standards used:

PCI Design Handbook (Edition current in 205).

City of Dana Point Engineering Design Guidelines

Oldcastle Co. Safety Design Handbook

Act 318-14 Detailing Handbook

FEI Associates Consulting Engineers (Consultant) will utilize the following key

personnel:

B. KEY PERSONNEL

Below are the key personnel assigned for this project,

1. Francis Iwekaogwu (Project Manager- Design Engineer) 34 years of Experience

fmnii@msn.com

PROFESSIONAL EXPERIENCE

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FEI ASSOCIATES CONSULTING ENGINEERS 6372 Chipola Ct. Chino, CA 91710

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FEI ASSOCIATES CONSULTING ENGINEERS

October 2018 - Present

President & CEO

Function as President and Principal of the company. Manage employees in a wide range of job responsibilities including, but not limited to:

- Retaining structures and Bridge Abutments
- Buildings
- Precast and Prestressed concrete structures
- Seismic retrofit of Soft Story, Unreinforced Masonry and Non-Ductile Buildings
- Pre-stressed concrete, Steel, Timber, Concrete Bridge Evaluation and Retrofit

Responsibilities include:

- Site and office investigations
- Preliminary and final cost estimates using Excel Spreadsheets and Means Estimating Manual
- Geotechnical Reports Review
- Structural Design per codes and other standards and Ordinances
- Project Management
- Construction Support
- Contract Procurement
- Meeting and Coordination with Clients, Contractors and other Municipalities
- Supervision

PENHALL COMPANY

March 2017- September 2018

Senior Engineer /Engineering Manager

- Responsible to the West Coast Director of Seismic Retrofit Services
- Supervised the work of subordinates
- Liaised with other Consultants
- Meeting with City and Municipal Engineers in matters pertaining to Ordinances and codes
- Meeting with Clients
- Prepared preliminary and final Engineering and Construction Estimates
- Ensured projects were designed per budget and in compliance with schedule
- Ensured Value Engineering

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- Review work of subordinates for compliance with Municipal Ordinances and codes
- Perform other administrative functions

UC SYNERGETIC INC/PIKE ELECTRIC INC.

August 2015 - 2017

Consultant V

- Responsible to the Overhead Power Distributions Manager
- Supervise and act as Engineer of Record for Engineers and Project Managers
- Supervise the work of Junior Engineers, Lead Designers and Designers and the Field Crew
- Responsible for Quality Assurance
- Perform feasibility/viability Analysis and Design of Overhead power distribution and/or transmission systems
- Perform preliminary and final cost analysis of projects within client program environment
- Perform analysis and design of overhead power distribution and transmission systems under wind, seismic, wind on ice, light and heavy loading conditions
- Substation design and analyses per ASCE/SEI Manuals and Reports 113, NESC, GO 95 and other codes and standards
- Coordinate with contractors, consultants and other design professionals
- Perform project management responsibilities
- · Perform field and office investigations in connection with projects
- Familiarity with O'Calc; SpidaCalc, and MFAD analysis and design environments
- Worked on Xcel Energy projects including Telecommunications. Gas and Electric
- Project Management and Coordination with Customers, Field Crew and Contractors
- Worked on the 138 KV Iberdrola/Avangrid Transmission line project for San Diego Gas & Electric consisting of both overhead and underground power Transmission and Distribution systems

OLDCASTLE PRECAST/ INLAND CONCRETE/ B&W CO.

December 2009- March 2015

Civil/Structural Engineer

- Was responsible to the Engineering Manager
- Supervised the work of Junior Engineers and drafting personnel on a variety of projects
- Assisted Sales personnel on technical issues related to bid, specification and structural implementation
- Prepared structural calculations in connection with concrete and steel-related structures

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- Prepared structural calculations and plans/ drawings in connection with foundations and pre-stressed piling design
- Checked the work of designers and drafters in Autocad and/or Solid Works
- Reviewed structural calculations and drawings prepared by junior Engineers and EIT's
- Interfaced with Consultants, Contractors, City agencies and other jurisdictions in connection with project implementation
- Interfaced with fabricators and steel manufacturing plants.
- Walked the plant as required to monitor product manufacturing
- Project management

OLDCASTLE PRECAST/ INLAND CONCRETE/ B&W CO.

December 2007- December 2009

Consultant

Initially hired as a consultant. In that capacity, helped company resolve certain design issues in connection with:

- Waterfront structures
- Underground utility structures
- Wastewater structures
- Retaining structures

Typical projects handled included a wharf structure for the Port of San Diego in conjunction with some other design firms. Responsibilities included:

- Performing structural calculations for typical precast members including decking, beams and supporting prestressed piles
- Supervising junior engineers in matters relating to structural design
- Supervising the work of structural Detailers on plan preparation
- Reviewing specifications and geotechnical reports
- Coordinating with other consultants and design firms in connection with said projects
- Coordinating with the Production Crew during manufacture of the Precast Concrete beams, deck components and prestressed piles

Later retained as Civil/Structural Engineer. Continued to work on:

Underground utility structures

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- Above ground and below ground water storage structures
- Wastewater structures.

Later transferred to the Inland/ B&W branch of the company to manage the Engineering Division of the offices in Riverside and San Diego. In that capacity, supervised the work of the structural Detailers on plan and specification preparations.

Was also involved with:

- Developing product standards and catalogs for the company.
- Developing detailed plans for product storage within company right-of-way
- Developing certification for product lifting devices utilizing CFR and OSHA
- Developing plans and specifications for two pedestrian bridges between both facilities in the San Diego facility
- Performing structural capacity rating for one of the storage warehouses and storage racks in the Riverside and San Diego facilities
- Project Management

CORESLAB STRUCTURES, INC.

February 2007- November 2007

Chief Engineer

Responsible for the Vice President of Operations of the Company. Supervised the work of Junior Engineers, Detailers and Quality Assurance personnel. Prepared plans and reviewed specifications in connection with:

- Parking structures
- Pre-stressed and non-pre-stressed Bridge components
- Post tension of Bridge and Parking Structure Components
- Building cladding components in response to seismic and wind loading
- Prestressed concrete Bridge Girders
- Double "T" Beams
- Hollow Core Slabs
- Precast and Prestressed wall panels
- Underground utility covers for AASHTO and other types of loadings.

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- Coordinating with the Production crew, Plant Manager, Quality Assurance personnel,
 Business Development Department, Estimating Department, Vendors, Outside Agencies,
 and Test Labs for resolution of problems arising during project execution
- Review of the work of outside consultants for compliance with codes and specifications

OLDCASTLE PRECAST CO.

August 2005- February 2007

Civil/Structural Engineer

Responsible for the design of various structures in concrete, prestressed concrete & steel under various loading conditions.

Typical such structures include:

- Prestressed precast piles for buildings and bridge foundations
- Precast prestressed panels for retaining and embankment structures utilizing steel soldier beams and others
- Post Tension Components
- Underground utility structures for mechanical, electrical and sewerage Engineering Systems
- Underground liquid storage reservoirs
- Open Channel Hydraulic Systems
- Precast and prestressed retaining wall panels and
- Prestressed and precast vertical and horizontal beam systems

Responsible for the supervision of junior engineers, student engineers, and drafting personnel. Level of responsibility included:

- Assigning projects and job prioritization as a function of contractual schedule
- Reviewing projects for code and specification and compliance
- Coordinating with Contractors, Consultants and other Agencies
- Submittal reviews and approvals prior to transmittal to contractors and other Agencies.
- Approval to Build
- Coordinating with sales Department in matters relating to project scheduling
- Coordinating with the Production Staff on issues arising during production

Typical codes and standards utilized include the UBC, IBC, CBC, LACBC, ASTM and others.

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VELOCITEL, INC.

April 2003- August 2005

Structural Engineer

- Responsible for the design of varied structures including Retaining walls, Masonry buildings, Wood stud wall buildings, Steel Buildings, Machinery platforms, Microwave and telecommunication towers, Foundations and other appurtenances.
- Performed field investigations and office research.
- Performed structural Analysis and design per California Building Code, Uniform Building Code, International Building Code, the ACI, ASCE 7 and other relevant codes and Standards. Particular attention was paid to seismic, wind and snow loading as required.
- Coordinated with other Consultants, Contractors, and appropriate Agencies.
- Prepared Technical Reports.
- Prepared RFI as initiated by Contractors especially during project construction.
- Supervised the work of Project Designers and other Junior Engineers.

OLSON PRECAST COMPANY

April 2002- April 2003

Plant Engineer

As Plant Engineer, reported to the Vice President of the company and was engaged in all engineering decision making issues on projects.

- Directly involved in the analysis and design of various structures in steel, concrete, timber and other metals.
- Responsible for the design of underground concrete vaults, sewer pump stations, underground concrete reservoirs, pressure release valve vaults, electrical utility vaults, concrete manholes and other miscellaneous structures.
- Performed engineering analysis, geotechnical report review, project specifications review and structural design, per codes.
- Oversaw the work of drafting personnel in matters relating to submittal and production/fabrication drawings.
- Responsible for quality assurance for these engineered facilities and oversaw the work of the fabrication/production crew and junior engineers.
- Collaborated with Consultants, Agency inspectors and other engineers.
- Project Management

FEI ASSOCIATES CONSULTING ENGINEERS

October 2000 - April 2002

Civil Engineer (Private Consultant)

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Worked as a private Consultant, Designed projects in:

- Retaining structures and Bridge Abutments
- Buildings
- Precast concrete structures

Responsibilities included:

- Site and office investigations
- Preliminary and final cost estimates using Excel Spreadsheets and Means Estimating Manual
- Geotechnical Reports Review
- Structural Design per codes and other standards
- Project Management
- Construction Support

Attended the following seminars:

- ACI
- CRSI
- World of Concrete

Learned the various code changes and their various impacts and applications.

PORT OF LOS ANGELES (Engineering Division)

December 1989 - October 2000

Associate Civil Engineer (Facilities Design and Maintenance

1997 - 2000

Worked as an Associate Civil Engineer in the Facilities and Maintenance Division.

- Co-managed the implementation of a state-of-the-art automated inspection, design and repair of deteriorated concrete wharf facilities program throughout the Port. Program included inspection, computer database input, repair priority rating, design and construction.
- Designed and successfully managed a more than \$15 million dollar pilot repair project based on the Automated Inspection and Design Program. Responsibilities included feasibility studies, preparation of project design and construction schedules, budget and personnel estimates, final plans, specifications, board reports and other correspondence.
- Collaborated with federal, state and other local agencies in the review of shop drawing submittals, construction support and final "As-Built" record drawings.

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Associate Civil Engineer (Structural Engineering Division)

1991 - 1997

Designed and managed various projects in concrete, steel and timber.

- Participated in the design of a wharf extension and building modifications and other site
 developments projects at one of the terminals using seismic base isolation techniques and
 various computer programs.
- Work involved sewers and storm drains, domestic water supply, fire protection systems, light and heavy concrete decking, paving and striping, traffic volume studies especially truck queuing studies and their impacts on adjacent tenants and other property owners, dredging and repairs to extensively deteriorated concrete wharf members.
- Performed conceptual studies, field and office investigations, cost estimates, structural calculations based on UBC, NAVFAC and other codes.
- Prepared final plans and reviewed specifications.
- Collaborated with various agencies in connection with permit-related issues.
- Participated in pre-bid and pre-construction meetings as scheduled by the construction manager.
- Reviewed project shop drawings and attended regularly scheduled jobsite meetings with contractors, tenants and product manufacturers for resolution of technical matters arising during construction.
- Coordinated field changes to project plans and specifications during construction for incorporation into final "As-Built" project record drawings.
- Participated in the final project "walk-through" and coordinated with the construction manager in the preparation of the final board report.

Assistant Civil Engineer (Structural Engineering Division)

1989 - 1991

Responsible for the design, project management and construction support for several concrete, steel and timber projects.

- Prepared plans and reviewed specifications for various public works projects including retaining structures, warehouses, wharves and bridges.
- Managed consultants, reviewed Geotechnical reports and performed construction management support functions.

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- Prepared project cost estimates and schedules.
- Communicated with various departmental divisions, City of Los Angeles departments,
 California Department of Transportation, CDFG, RWQCB, AQMD and other Federal agencies including the Army Corps of Engineers and USCG in permit procurement issues.

<u>Assistant Civil Engineer</u> (Street Lighting and Land Development) July 1988 – December 1989 Designed various Energy and Cost conservation street lighting projects within the City of Los Angeles.

- Performed both office and field investigations.
- Prepared plans and reviewed specifications.
- Determined the structural adequacy of bridges and tunnels with respect to installation of light poles and other fixtures.
- Reviewed geotechnical reports.
- Coordinated with state and local agencies including Caltrans, the City of Los Angeles
 Department of Water and Power and the County of Los Angeles.
- Coordinated with the Construction Management Division on technical issues arising during construction.

EDUCATION

MS Utah State University, 1987.

Major: Civil & Environmental Engineering (Structural Engineering).

MSC Higher Institute of Civil Engineering & Architecture, Sofia, 1984.

Major: Civil Engineering (Structural Design & Construction)

PROFESSIONAL LICENSES

Registered Professional Engineer (Civil), State of California (currently active) and Nevada (not currently active)

Certified ACI Field Testing Inspector Grade I Examiner

PROFESSIONAL MEMBERSHIPS Member, American Concrete Institute (ACI), APA and Concrete Reinforcing Steel Institute (CRSI).

2. Khalid Temory (QC /Safety Manager) 6 Year of experience

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9165 W Cerritos Ave, Anaheim, CA 92804 • (949) 247-1644 • khalidtemory@yahoo.com

PROFESSIONAL EXPERIENCE

Global Builders IncQC Engineer in Orange County, California2015 to presentPoint Design, AutoCAD Drafter/ Designer/ Newport Beach, California10/2015– 4/2016Quality Assurance Engineer04/2011 –

09/2014

US Army Corps of Engineers, Herat, Afghanistan

EDUCATION

B.S. CIVIL ENGINEERING	(2010)
Herat University, Herat, Afghanistan	
Degree evaluated and Equivalency to U.S. degree established by IERF. Inc.	(2015)
 Certificate of Completion, Windows, FCC, Word, Excel and PowerPoint 	(2006)
 Certificate of Completion, Construction Quality Management 	(2012)
 Certificate of Completion, Quality Assurance Engineering Program 	(2011)
 Certificate of Completion, English Language Courses Advances I, II, III 	(2005)
US Army Corps of Engineers Quality Control Certification	(2012)

3. Walid A Timory (General Manager) 13 Year experience

8311 Barnwood Lane, Riverside, CA92508, globalbuilders2018@gmail.com, 949 923 0657

PROFESSIONAL EXPERIENCE

Working as CEO with **Global Builders Inc** (July 19, 2018 till Present) In California, USA **CEO- President** July 19, 2018 – Present

- Leadership and People Management attract, motivate, coach and develop team members
- Project Management manage successful projects, risks, costs and project teams
- Financial Management budget, forecast, review financial statements and manage business metrics
- · Communication communicate, project voice, speak with senior management and present
- Business Management understand strategy, decision-making, work flow and vital business function

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Cell # 909-636-9538 fmnii@msn.com

Working as General Manager with Ahdaas Construction company (January 2016 Till July

2018) In California, USA

General Manage

Leadership and People Management - attract, motivate, coach and develop team members.

Project Management - manage successful projects, risks, costs and project teams

Financial Management - budget, forecast, review financial statements and manage business

metrics

Communication - communicate, project voice, speak with senior management and present

Business Management - understand strategy, decision-making, work flow and vital business

function

Working as QC Manager with Civil Star Construction company (August 2014 till January

2016)

General Manager

Civil Star Construction Company Herat, Afghanistan, May 2012 - August 2014

QCM (Quality Control Manager) February 2012 - May 2012

Advanced Constructors International, LLC (ACI), Camp Zafar, Herat, Afghanistan

QC Engineering Technician January 2011 - February 2012

Global Trust Construction Company, Kabul, Afghanistan

Project Manager February 2010 - December 2010

ARAO Herat, Afghanistan

EDUCATION & CERTIFICATIONS

CQMC Certification (Construction Quality Management for contractors) Herat.

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Afghanistan

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- Bachelor of Science in Civil Engineering Faculty, Herat, Afghanistan
- Microsoft Office Certificate (Word, Excel, PowerPoint) AutoCAD, Etabs, QCS Herat,

Afghanistan

• General Contractor Certificate from California State License Board

4. Caitlin Pearson (AutoCAD Drafter)

Nashville, TN, caitcjpearson@gmail.com

PROFESSIONAL EXPERIENCE

FEI Associates Santa Ana, CA	Sept 2018- Present
Beachwood Construction Costa Mesa, CA	2004-2006
Penhali Company Anaheim, CA	Sept 2017- Sept 2018
Scott Wallace Structural Engineers Lake Forest, CA	Feb 2017- Sept 2017
Chromalox, Inc. LaVergne, TN	2013-2016
Hughes Electric, Inc Costa Mesa, CA	2006-2013
	2000-2010

Project Manager

- · Maintain contact with customers regarding their project status
- Work with plan checkers at the city to get plans approved
- Create and maintain drawings for soft-story seismic retrofit

AutoCAD Designer

- Created structural drawings for soft-story seismic retrofit projects
- Drew as-built drawings based on measurements taken in the field

6372 Chipola Ct. Chino, CA 91710

Cell # 909-636-9538 fmnii@msn.com

Structural Drafter

- Create structural drawings for residential and commercial projects
- Worked with engineer to design and draw details,

section views and elevations

AutoCAD Drafter

- Created isometric drawings of pipe layouts based off of P&ID's
- Assisted engineers in designing heat trace solutions
- Created and implemented drafting standards
- Created models of electrical equipment in SolidWorks

Electrical AutoCAD Technician

- · Set up and organized drawings for residential electrical projects
- Converted hand drawn plans into AutoCAD
- Produced as-built drawings based on onsite job observations during site visits

Laborer

- Assisted in various general construction tasks during summer months.
- AutoCAD
- Solidworks

5. Gretchen Lerma (Office Manager)

1740 E Garry Ave, Suite # 205 Santa Ana, CA 92705 (760) 616-0966 globalfeiassociates@gmail.com

PROFESSIONAL EXPERIENCE

Global Builders Inc, Office Manager 2022- Present Southland Ballet Academy, Front Desk Receptionist 2019-2020 Ultra Mobile, Packaging and Mailing 2021-2021

EDUCATION

FEI ASSOCIATES CONSULTING ENGINEERS 6372 Chipola Ct. Chino, CA 91710

Cell # 909-636-9538 fmnii@msn.com

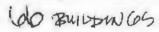
Huntington Beach High School 2014 - 2018 Orange Coast College 2018 - Present

Major: English and Creative Writing

D. REFERENCES

Name	Phone Number	Email
Philomena Wong	(310) 278-8000	pwong@bhprop.com
Miles Williams	(562) 270-1777	miles@rpmsouthland.com
Laurence Behar	(310) 339-0252	lawbehar@aol.com
Manu Singh	(510)3318144/(510)649-3385	Msingh.msb@gmail.com

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ATTACHMENT 4

HBI Inspections Proposal

| HBI Inspections

DSA Inspection Services & Property Inspections



P. (951) 712-2017

5972 Crestmont Dr. Chino Hills, CA, 91709

9201 Via Lugano Bakersfield CA. 93312

When Business Structure & Teamwork Matters

www.hbiinspections.com

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Table of Content

Section 1	 Title Page
Section 2	 Cover Letter
Section 3	 Scope of Work
Section 4	 Project Team
Section 5	 Proposed Changes
Section 6	 Sample Reports
Section 7	 Fee Schedule
Section 8	 Additional Services
Section 9	 Insurance



1. Title Page

To: City of South Pasadena Date: June 30, 2022

Community Development Department South Pasadena, CA

South Lasadena, CA

Attn: Augelica Frausto-Lupo

Re: Residential Inspection Services RFP

It is with enthusiasm that we present this proposal for Residential Property Inspection Services to South Pasadena Community Development Department.

Eligibility of Firm:

As a leading residential and DSA school construction inspection firm in California for the past 14 years, HBI Inspections, possesses a highly qualified team, of certified property inspectors, construction estimating, and area managers. HBI Inspections takes pride in our track record of consistently providing quality services at reasonable prices. Our reputable service of excellence and demonstrable history of success in providing residential inspection services will be described throughout this proposal packet.

Firm's Address: HBI Inspections 5972 Crestmont Dr. Chino Hills. CA 91709

Firms Entity: HBI Inspections is legally permitted and licensed to conduct business in the State of California, business entity number C208190. We are established as an "S" Corporation in the State of California for the past 25 years on April 7, 1998, as Holmes Builders Inc., for the past 14 years D.B.A., HBI Inspections.

Federal Tax I.D. Number: 33-0803951, DIR#: 1000027696

Insurance Certificate: HBI insurance certificate met the requirements of the district.

Addendum: N/A

Primary Contact: Mr. Holmes is authorized as the primary contact and authorized to bind the firm to all contracts. Mr. Holmes is a licensed real estate agent, a certified home inspector, a DSA Class-1 state school construction inspector and hold 3 California contractor's license.

Phone: 951-712-2017

E-M ail: Darrell@HBlinspections.com Web Site: www.HBlinspections.com





2. Cover Letter

Introduction:

As a leading residential and Division of State Architect (DSA) school construction inspection firm in California for the past 14 years, HBI Inspections, possesses a highly qualified team, of certified property inspectors, area managers, office personal and construction estimating.

Our team of property inspectors are certified by International Association of Certified Home Inspectors (InterNACHI) and or California Coalition of Home Inspectors (CCHI) with years of experience. Many of our inspectors carry multiple certification, and construction licenses all are experts in the diverse types of construction. (i.e., Type 1-5, Occupancy Group A, B, E, R, etc.).

History of Residential Inspections and Background:

We occupy a unique position in our industry in that we have become experts in working with diverse types of governmental agencies from, State of California DGS, Division of State Architect (DSA), City Municipality, School Districts and of course the Private Sector.

Our experience in numerous residential inspection services to governmental agencies include public parks and their historical housing, land conservation preservation residential property, and school districts (non-DSA). We feel HBI is well suited for the needs of the city with a full understanding of projects, objectives, scope, and requirements.

Historical Residential Inspections:

We are experts in deliver these types of residential services and working with the different associated governmental agencies. With homes on "National Register of Historic Places" we understand the importance of these properties, its history and value the importance of a quality inspection. We have work closely with conservation management, National Register of Historic Places, and their documentations as it relates to our inspection of a historical residential property. Recently HBI provide residential inspection services for a home in the San Francisco area built in 1913 for editor Fremont Older and his wife. Fremont Older was managing editor for William Randolph Hearst at the San Francisco Bulletin.

School District Residential Inspections:

Santa Monica Community College District, we provided residential inspection of surplus homes owned by the district.

Residential Private Sector:

In addition to providing property inspections to governmental agencies we provide our services to private sector. Our clients include independent brokers and their agents to include Coldwell Bank, Century 21, Keller Williams etc. These homes are in a verity different ages, sizes, and architectural design.

History of City Projects:

Our experience with numerous governmental agencies includes city run and managed project. We provided construction inspection services (13month project) on a multi-use project for the city of Brea. With such experience we have full understanding of city run project.

Required Statement:

- 1. HBI Inspections (Firm) accepts the City's Professional Services Agreement without changes.
- 2. HBI understands the project objectives, scope, and requirements.

3. Scope of Work

Scope of Work:

We are committed to providing our clients with high quality inspection Services. Our philosophy is based on a simple principle: to provide quality service unlike any other competitor and maintain the cost of the inspection within budget. Our inspectors comprehend the importance of your inspection and inspect according to industry standards of International Association of Certified Home Inspectors (InterNACHI) which governs their certification. Also, HBI being a Division of State Architect (DSA) state school construction inspections company we are experts in the State of California Building Code (CBC) and International Building Code (ICC). Unlike other companies we provide a project manager as the single point of contact who will coordinate all project needs.

Task and Completion:

In any given project HBI and our staff of inspectors start by understanding the Cities vision and needs. We then develop the required steps to meet and exceed their inspection for any given project. Our company has excelled in many areas; we have provided excellent communication and preventive measures for our client's needs. Mr. Holmes will discuss work progress on a regular basis with the Client's team and assist in developing a comprehensive project schedule with the city when required. Mr. Holmes will supervise the inspector's activities, and its priorities to ensure schedules are met to include all deliverables.

Multiple Projects:

HBI Inspections has over 14 years of experience in coordinating and executed multiple projects and their competing priorities, all while maintaining quality, meeting schedules, and budget awareness. It is always our aim to help our client's meet its deadlines by attending all relevant meetings, the goal is to keep the team involved and informed through the process.

4. Project Team

Point of Contact:

Mr. Holmes is appointed as the area manager to be the cities single point of contact for all project needs. Mr. Holmes is a licensed real estate agent for the past 24 years, a certified home inspector and certified as a DSA Class-1 construction inspector for the past 14 years. In addition, he holds three (3) contractor's license B, C5 & C6.

Certified Home Inspector Team Members:

Our team of property inspectors are certified by International Association of Certified Home Inspectors (InterNACHI) with years of experience. Many of our inspectors carry multiple certification, and construction licenses all are experts in the diverse types of construction. (i.e., Type 1-5, Occupancy Group A, B, E, R, etc.). All inspectors are in close proximity to the South Pasadena.

Member	Location	Member	Location	
Ed Fryday, CPI, CMI, ACI	Pasadena,	David Humphries	Santa Clarita	-
Chris Rippy, CMI	Los Angeles	Matthew Monajemi 23 - 149	Agoura Hills	-

Member	Location	Member	Location
Daniel Miller, CPI	La Habra Heights	Joshua Escamilla	Claremont _
Yalong Qin	Walnut	Justin Joseph	Sylmar _
David Glover	West Dominguez	Jessica Alvarez	Hesperia _
Brian Forrester	Temple City	Michael Hammond	Monrovia _
Andrea Martinez Gutierrez	Placentia	Martin Murphy	Lake Los Angeles _
Darrell Holmes, CPI, DSA	Chino Hills		-

5. Proposed Changes

Changes to Project Scope and Compensation:

HBI ensures that project scope and approved schedule are met, if after submitting a task order and or schedule to HBI for services, any schedule changes, scope changes and or cancellation of a home inspection requires and administrative fee of \$300 to apply.

6. Samples of Inspection Report

Sample Inspection Report:

We have attached one copy of our typical inspection report for your review at the end of this RFP which you may review at your convenience.

In reviewing the inspection request, please note the "Summary Section" we provide for easy lineitem review on page (6) six of the property report. We are one of the only property inspection companies to provide this section as it is valued by our clients.

Sample Cost of Repair Estimate:

We have attached a copy of our cost of repair form for your review at the end of this RFP.

Note: HBI considers all reports confidential and proprietary information and is not transferable to others persons outside your organization and staff of this this RFP.

Statement of qualification for Principal of the Business

Darrell Holmes
President of HBI Inspections



Project & Account Manager

Professional Experience

Fourteen (14) years as a DSA Class-1 inspector and owner of HBI Inspections. Darrell's experience was 10 years as CEO of a midsize construction company contracting over 20 school construction projects (listed below) in southern California and countless retail stores throughout the State of CA., with 26 employees, the company specialized in General Contracting, framing, doors/hardware to include a 10,000-sq. ft. WIC cabinet shop. Darrell is knowledgeable and skilled in all areas of the construction industry from general field application to upper management duties. Skilled within the California Building Code, Title 24, and ICC as it relates to State school construction inspection. Well versed in scheduling, submittals, RFI's, change orders, and all DSA processes. Darrell has held positions as a field carpenter, architectural draftsman, project manager, estimator and now DSA class-1 project inspector. More than 30 years of experience in the construction industry has produced an excellent base of knowledge in all areas of the construction and inspection industry. Please GO to www.hbiinspections.com for additional information for Mr. Holmes owner of HBI Inspections.

Qualifications, Certifications and Licenses

- DSA Construction School Inspector Class 1 #5006 expired
- DSA Construction School Inspector Class 1 #5816 retook state's Class 1 test in Sept. 2013
- DSA Fire Life and Safety Officer 1
- California General Contractor #B-751035
- California C-5 Framing and Rough Carpentry
- California C-6 Cabinet, Millwork, & Finish Carpentry
- Solar Power Systems & Installations Certified, Cal State University
- Hazardous Material Certified, International Association of Indoor Air Consultants
- W.I.C. Woodwork Institute Certified (school cabinets and millwork)
- Auto-Cad (release 11) Cal State University
- Home Inspection Certified InterNACHI #13062302
- California Real Estate Licensee #01170806

Formal Education:

Houston Community College in Houston Texas majoring in Business with a background in Real Estate Development, licensed with the State of CaliforniaDepartment of Real Estate.

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Real Estate Inspection Report

09-16-2016



HBI Home Inspection

Certified Home Inspections, Mold & Asbestos Lab Testing, Pools, Commercial Property and DSA State Construction Inspections

Client: Mr. and Mrs. Navarro

Address: 15235 Lashburn St., Whittier CA. 90604

Inspector: Darrell Holmes Certified Inspector

Confidential and Proprietary:

HBI Inspections

5972 Crestmont Dr.

Chino Hills, CA 91760

951-712-2017















Report Information

The enclosed summary report will provide you with a preview of the components or conditions that need service or a second opinion, but it is not definitive. Therefore, it is essential that you read the full report. Regardless, in recommending service we have fulfilled our contractual obligation as generalists, and therefore disclaim any further responsibility. However, service is essential, because a specialist could identify further defects or recommend some upgrades that could affect your evaluation of the property.

This report is the exclusive property of HBI Inspections, and the client whose name appears herewith, and its use by any unauthorized persons is strictly prohibited.

The observations and opinions expressed within this report are those of HBI Inspection and supersede any alleged verbal comments. We inspect all of the systems, components, and conditions described in accordance with the standards of practice govern by International Association of Certified Home Inspectors (InterNACHI), and those that we do not inspect are clearly disclaimed in the contract and/or in the aforementioned standards. However, some components that are inspected and found to be functional may not necessarily appear in the report, simply because we do not wish to waste our client's time by having them read an unnecessarily lengthy report about components that do not need to be serviced.

In accordance with the terms of the contract, the service recommendations that we make in this report should be completed well before the close of escrow by licensed specialists, who may well identify additional defects or recommend some upgrades that could affect your evaluation of the property.

You have contracted HBI Inspections to perform a Lead base, Mold, Asbestos, Radon gas and or general home inspection in accordance with the standards of practice established by the Home Inspection Foundation, a copy of which is available upon request. Generalist inspections are essentially visual, and distinct from those of specialists, in as much as they do not include the use of specialized instruments, the dismantling of equipment, or the sampling of air and inert materials. Consequently, a generalist inspection and the subsequent report will not be as comprehensive, nor as technically exhaustive, as that generated by specialists, and it is not intended to be. The purpose of a generalist inspection is to identify significant defects or adverse conditions that would warrant a specialist evaluation. Therefore, you should be aware of the limitations of this type of inspection, which are clearly indicated in the standards. However, the inspection is not intended to document the type of cosmetic deficiencies that would be apparent to the average person, and certainly not intended to identify insignificant deficiencies. Similarly, we do not inspect for vermin infestation, which is the responsibility of a licensed exterminator.

Most homes built after 1978, are generally assumed to be free of asbestos and many other common environmental contaminants. However, as a courtesy to our clients, we are including some well 23 - 153

documented, and therefore public, information about several environmental contaminants that could be of concern to you and your family, all of which we do not have the expertise or the authority to evaluate, such as asbestos, radon, methane, formaldehyde, termites and other wood-destroying organisms, pests and rodents, molds, microbes, bacterial organisms, and electromagnetic radiation, to name some of the more commonplace ones. Nevertheless, we will attempt to alert you to any suspicious substances that would warrant evaluation by a specialist. However, health and safety, and environmental hygiene are deeply personal responsibilities, and you should make sure that you are familiar with any contaminant that could affect your home environment. You can learn more about

Contaminants that can affect you home from a booklet published by the environmental Protection Agency, which you can read online at www.epa.gov/iaq/pubs/insidest.htm.

Mold is one such contaminant. It is a microorganism that has tiny seeds, or spores, that are spread on the air then land and feed on organic matter. It has been in existence throughout human history, and actually contributes to the life process. It takes many different forms, many of them benign, like mildew. Some characterized as allergens are relatively benign but can provoke allergic reactions among sensitive people, and others characterized as pathogens can have adverse health effects on large segments of the population, such as the very young, the elderly, and people with suppressed immune systems. However, there are less common molds that are called toxigens that represent a serious health threat. All molds flourish in the presence of moisture, and we make a concerted effort to look for any evidence of it wherever there could be a water source, including that from condensation. Interestingly, the molds that commonly appear on ceramic tiles in bathrooms do not usually constitute a health threat, but they should be removed. However, some visibly similar molds that form on cellulose materials, such as on drywall, plaster, and wood, are potentially toxigenic. If mold is to be found anywhere within a home, it will likely be in the area of tubs, showers, toilets, sinks, water heaters, evaporator coils, inside attics with unventilated bathroom exhaust fans, and return-air compartments that draw outside air, all of which are areas that we inspect very conscientiously. Nevertheless, mold can appear as though spontaneously at any time, so you should be prepared to monitor your home, and particularly those areas that we identified. Naturally, it is equally important to maintain clean air-supply ducts and to change filters as soon as they become soiled, because contaminated ducts are a common breeding ground for dust mites, rust, and other contaminants. Regardless, although some mold-like substances may be visually identified, the specific identification of molds can only be determined by HBI specialists and laboratory analysis, and is absolutely beyond the scope of our general inspection. Nonetheless, as a prudent investment in environmental hygiene, we categorically recommend that you have your home tested for the presence of any such contaminants, and particularly if you or any member of your family suffers from allergies or asthma. Also, you can learn more about mold from an Environmental Protection Agency document entitled "A Brief Guide to Mold, Moisture and Your Home," by visiting their web site at: http://www.epa.gov/iaq/molds/moldguide.html/, from which it can be downloaded.

Asbestos is a notorious contaminant that could be present in any home built before 1978. It is a naturally occurring mineral fiber that was first used by the Greek and Romans in the first century, and it has been widely used throughout the modern world in a variety of thermal insulators, including those in the form of paper wraps, bats, blocks, and blankets. However, it can also be found in a wide variety of other products too numerous to mention, including duct insulation and acoustical materials, plasters, siding, floor tiles, heat vents, and roofing products. Although perhaps recognized as being present in

some documented forms, asbestos can only be specifically identified by laboratory analysis. The most common asbestos fiber that exists in residential products is chrysotile, which belongs to the serpentine or white-asbestos group, and was used in the clutches and brake shoes of automobiles for many years. However, a single asbestos fiber is said to be able to cause cancer, and is therefore a potential health threat and a litigious issue. Significantly, asbestos fibers are only dangerous when they are released into the air and inhaled, and for this reason authorities such as the Environmental Protection Agency [EPA] and the Consumer Product Safety Commission [CPSC] distinguish between asbestos that is in good condition, or non-friable, and that which is in poor condition, or friable, which means that its fibers could be easily crumbled and become airborne. Regardless, although some asbestos substances may be visually identified, the specific identification of asbestos can only be determined by HBI specialists and laboratory analysis, and is absolutely beyond the scope of our general inspection.

Radon is a gas that results from the natural decay of radioactive materials within the soil, and is purported to be the second leading cause of lung cancer in the United States. The gas is able to enter homes through the voids around pipes in concrete floors or through the floorboards of poorly ventilated crawlspaces, and particularly when the ground is wet and the gas cannot easily escape through the soil and be dispersed into the atmosphere. However, it cannot be detected by the senses, and its existence can only be determined by sophisticated instruments and laboratory analysis, which is completely beyond the scope of our service. However, you can learn more about radon and other environmental contaminants and their affects on health, by contacting the Environmental Protection Agency (EPA), at www. epa.goviradonfimages/hmbuygud.pdf, and it would be prudent for you to enquire about any high radon readings that might be prevalent in the general areas in or surrounding your home.

Lead poses an equally serious health threat. In the 1920's, it was commonly found in many plumbing systems. In fact, the word "plumbing" is derived from the Latin word "plum bum," which means lead. When in use as a component of a waste system, it is not an immediate health threat, but as a component of potable water pipes it is a definite health-hazard. Although rarely found in modern use, lead could be present in any home build as recently as the nineteen forties. For instance, lead was an active ingredient in many household paints, which can be released in the process of sanding, and even be ingested by small children and animals chewing on painted surfaces. Fortunately, the lead in painted surfaces can be detected by industrial hygienists using sophisticated instruments, but testing for it is not cheap. There are other environmental contaminants, some of which we have already mentioned, and others that may be relatively benign. However, we are not environmental hygienists, and as we stated earlier we disclaim any responsibility for testing or establishing the presence of any environmental contaminant, and recommend that you schedule whatever specialist inspections that may deem prudent within the contingency period.

Property Information

Client Name: Mr. and Mrs. Navarro

Address: 15235 Lashburn Str., Whittier CA. 90604

Inspection Date: 09-16-2018

Inspection Time: 9:00 a.m.



Inspector: Darrell Holmes

Square Footage: 1389 approx.

Year Built: 1955

Real Estate Agent Information

Agent/Requesting Inspection: Suzy Fawbush

Phone:

Cell: 951-230-8287

Email: Soldbysuzy@yahoo.com

The color code is as follows:

Red- Requires Attention

Blue- Good Condition

Black- General Comment

Inspector Summary Report

This Section Is Only a Summary of the properties general condition for your connivance. We strongly advise, the full report to be review as to additional items and details the inspector has found on the property. Some of the content in this Paragraph Summary is the inspectors personal option based on condition and should be reviewed only as an option.

The general overall condition of the property:

The property: 1. Roof mastic around vent pipes is recommended. 2. Label main electrical box. 3. GFI electrical plugs are not working through out. 4. Back bedroom concrete stem wall foundation is cracked. 5. Floor beam is loose. 6. Attic insulation coverage is recommended. 7. High spots under the vinyl flooring. 8. Standing water under the home at some point based on the condition of the soil/cracking. 9. Turn down water PSI to below 80 PSI. 10. Smoke and Carbon detectors to be installed properly.

Recommendation:

- 1. Recommend asking owner about past standing water under the home.
- 2. Recommended material lab testing of the attic insulation and piping for Asbestos.
- 3. A licensed structural engineer to review the homes foundation.

Buyer is having the following Special Materials, Lab Testing performed:
Mold
Lead Paint
Asbestos

Radon Gas

X_None at this time

Inspector Report

Site Grounds & Grading

This inspection is not intended to address or include any geological conditions or site stability information. For information concerning these conditions, a geologist or soils engineer should be consulted. Any reference to grade is limited to only areas around the exterior of the exposed foundation or exterior walls. This inspection is visual in nature and does not attempt to determine drainage performance of the site or the condition of any underground piping, including municipal water and sewer service piping or septic systems. When decks and porches are built close to the ground where no viewing or access is possible, we cannot make accurate opinions. These areas as well as others that are too low to enter, or in some other manner not accessible, are excluded from the inspection and are not addressed in this report. We routinely recommend that inquiry be made with the seller about knowledge of conditions.

Water Service

City water service. Service Main is located at street. Water Pressure is at 82 P.S.I. Recommend no more than 80 P.S.I. Regulate the water pressure at the regulator valve when needed.





Exterior Drainage

Overall, the water would appear to drain away from the home except under the house it appears there was standing water at on time. Recommend further investigation. Tripping hazard, concrete work.





Gas Meter / Piping

Original Gas Meter. Does NOT have earthquake valve, saves on home insurance and should paint the meter. Shut off valve on gas line.



Exterior & Structure

Our inspection of the Exterior grounds includes the surface drainage, grading, some fencing, gates, sidewalks, patios, driveways, and retaining walls adjacent to the structure. The inspection of the exterior of the building includes the cladding, trim, eaves, fascias, downspouts, railings, doors, windows and flashings. Areas hidden from view by finished walls or stored items cannot be judged and are not a part of this inspection. Minor cracks are typical in many foundations and most do not represent a structural problem. If major cracks present along with rotation, we routinely recommend further evaluation be made by a qualified professional structural engineer. The grading of the soil should allow for surface and roof water to flow away from the foundation. All concrete slabs experience some degree of cracking due to shrinkage in the drying process or minor settlement. All items listed are inspected for their proper function, poor installation, excessive wear and general state of repair. Where deck carpeting, stacked firewood, excessive vegetation, soil and other coverings are installed over decking and patio surfaces, the materials or their nature of construction and condition of the underneath these coverings cannot be determined.

Building Information

Single Story Home

1389 Square Ft.+ -

Year Built: 1955

Raised Foundation

Wood Framing

Exterior stucco and wood trim.

Roof

We do our best to inspect the roof system within the time allotted. The inspection of the roof system includes a visual examination of the surface materials, connections, penetrations and roof drainage systems. We examine the roofing material for damage and deterioration. We examine the roof system for possible leaks, damage and conditions that suggest limited remaining service life. We may offer opinions concerning repair and/or replacement if warranted. Opinions stated herein concerning the roofing material are based on the general condition of the roof system as evidence by our visual inspection. These do not constitute a warranty that the roof is or will remain, free of leaks. All roofing systems require annual maintenance. Failure to perform routine maintenance will usually result in leaks and accelerated deterioration of the roof covering and flashings. When provided, our estimates of the roofs life expectancy are based on the assumption that the roof will be properly maintained during that period. The only way to determine whether a roof is absolutely watertight is to observe it during a prolonged rainfall. Many times, this situation is not present during the inspection and we cannot confirm this condition. We suggest that an annual inspection of the Attic area be performed where accessible to identify if any leaks are evident.

Roof Covering

Asphalt Roof in good to fair condition.





Roofing Shingle in fair condition

Paper in good condition as to visibility.

Chimney and Roof Flashing

Drip edge observed. Piping penetrations through the roof could use general maintenance by add mastic to the areas.





Eaves, Soffits, Fascia, and Wood Trim

Overall, the fascia boards appear to be in good to fair condition, however there is damage in picture above and possible terminates in other areas. Have a terminate inspection performed.

Drip Edge

Drip Edge Observed.

Gutters & Downspouts

NO Gutters throughout the home. (See picture above)

Exterior Building Cladding

Stucco and wood. Stucco has been patched in several areas and at newer bedroom addition.



Crawl Space





Back bedroom foundation stem walls display heavy cracking. The cracking appears to be separation cracking that goes through the concrete stem wall from side to side. Some stucco batching is also evident on the area/wall. Recommend full investigation.

Floor Framing

Floor beam is loose at the interior closet crawl space. Recommend full investigation by licensed Structural Engineer.





Beam is loose and not sitting on concrete pier.

Door to Outside Space

Wood Front Door, is in good to fair condition. Top hinge is bent and requires replacement. Recommend new owner change all locks after purchase.

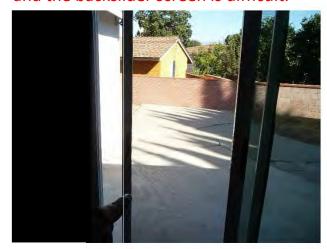


Exterior Windows

A represented number of windows inspected operational and manageable. Recommend buyer to Review all windows.

Window and Screens

Fair condition newer windows to the home. Some of the windows are hard to open and the backslider screen is difficult.





Exterior Overhead Shade Structure

None

Garage Door

New Garage door with Electrical Openers working. Two car garage.

Garage Floor

Fair Condition with visible cracking. These cracking seem to normal to be expected due the age of the house. Recommend Quikrete patching of the holes in the slab.

Separation Wall

There is no verification of ONE HOUR sheetrock/stucco or verification of any fire rating.

Plumbing

We do our best to inspect the visual plumbing system within the time allotted. Our Inspection of the plumbing system includes a visual examination of the exposed portions of the domestic water supply, drain waste, vent, gas lines, faucets, fixtures, valves, drains, traps, exposed pipes and fittings. These items are examined for proper function, excessive or unusual wear, leakage and general state of repair. The hidden nature of piping prevents inspection of every pipe and joint connection, especially in walls, floors and ceiling voids. A sewer lateral test is necessary to determine the condition of the underground sewer lines. This type of test is beyond the scope of this inspection. Our review of the plumbing system does not include landscape irrigation systems, water wells, on site and/or private water supply systems, off site community water supply systems, or private (septic) waste disposal systems unless specifically noted. A qualified specialist prior to the closing of escrow can perform review of these systems. Our inspection of the water heater includes a visual examination of the accessible portions of the tank, gas, electrical and/or water connections, venting and safety valves. These items are examined for proper function, excessive or unusual wear, leakage and general state of repair.

Water Heater

The 2013 Yr., 50-gal., Hot water heater appears to be installed properly for the most part. Proper Anchoring of unit to wall is to be I/3 up and 1/3 down for strapping. The PRV piping is extended to the outside of the home.





Kitchen

Recommend turning on all appliances. Countertop overhang is excessive and stove may not line up on center with hood.





Kitchen and Bathrooms Plumbing

There were no leaks detected under, kitchen and bathroom sinks.

Attic Plumbing

Several pipes that extend through the roof, appear to be asbestos.





Water staining on outside of pipe at roof line

Outside Plumbing



Faucet in bird of paradise, handle broken.



The piping needs strapping. (loose)



PVC water piping is not per code

Interior Doors

Newer Panel doors and hardware/lockset in good to fair condition.

Attic

Attic Door

Located in the home's hallway.

Attic Insulation



Observed older insulation and poor coverage. Recommend Insulation to be lab tested for asbestos and add addition insulation coverage to be added.



Pipe requires insulation pipe wrap.

Attic Framing

Framing did not show signs of water stains as observed. There was no mold observed by inspector.

Electrical

We do our best to inspect the electrical system within the time allotted. Our examination of the electrical system includes a visual examination of the exposed and accessible branch circuits, wiring, service panel, over current protection devices, lighting fixtures, switches, and receptacles. Service equipment, proper grounding, wiring methods and bonding are focal points. We inspect for adverse conditions such as lack of grounding and bonding, over-fusing, exposed wiring, open-air wire splices, reverse polarity and defective GFCI's. The hidden nature of the electrical wiring prevents inspection of every length of wire or their connections. Telephone, video, cable, audio, security systems and other low voltage systems were not included in this inspection unless specifically noted. We recommend you have the seller or a specialist demonstrate the serviceability or locations of these systems to you if necessary. Any electrical repairs attempted by anyone other than a licensed electrician should be approached with caution. The power to the entire house should be turned off prior to beginning any repair efforts, no matter how trivial the repair may seem. Aluminum wiring requires periodic inspection and maintenance by a licensed electrician. Operation of time clock motors is not verified. Inoperative light fixtures often lack bulbs or have dead bulbs installed. Light bulbs are not changed during the inspection, due to time constraints. Smoke Alarms should be installed within 15 feet of all Bedroom doors and in Bedrooms. These units should be tested monthly

Main Panel

Main Panel is original to the home, located on the west side of home. Main Panel is single phase 120/240 volts 100 amp.

Original wire and breakers to the home.





Panel requires labeling.

Outlets & Switches

A represented number of plugs were tested, and working. Recommend GFI's to be installed in all parts of the home at or near water per today's code. GFI Plugs Installed but not working/tripping.

Recommend Lic. Electrical Contractor to review the entire home.



No GFI in home

Attic Electrical

No attic lighting. Wiring is original to the home.



Smoke Detectors

General Note: Must be installed and working in all bed rooms and hallways.

Carbon Detectors

General Note: A Carbon detector is NOT in hallway and must be installed. Recommend one to be install in Garage.

Heating

We do our best to inspect the heating system within the time allotted. Our examination of the heating system includes a visual examination of the exposed and accessible heating equipment, thermostat, safety controls, venting and the means of air distribution. Our inspection of the heating system includes activating the heating system via the thermostat and a visual examination of the accessible components listed below. These items are examined for proper function, excessive or unusual wear and general state of repair. Heat exchangers are inaccessible by design, and are not part of the ASHI standards of practice. They must be completely removed from the furnace to be fully evaluated. Our inspection does not include disassembly of the furnace. The inspector cannot light pilot lights due to the liability. The inspector does not test safety devices. To obtain maximum efficiency and reliability from your heating system, we recommend annual servicing and inspections by a qualified heating specialist. Determining the condition of oil tanks, whether exposed or buried, is beyond the scope of this inspection. Leaking oil tanks represent an environmental hazard, which is sometimes a costly condition to address.

Air Handling Unit

Air Handling Unit system was turned on at time of inspection.

Recommend / need a filter in the hallway, and turning on all units before closing of escrow.

Cooling

We do our best to inspect the HVAC system within the time allotted. This is a visual inspection limited in scope by (but not restricted to) the following conditions: - Window and/or wall mounted air conditioning units are not inspected. - The cooling supply adequacy or distribution balance is not inspected. - Pressure tests on coolant systems are not within the scope of this inspection; therefore no representation is made regarding coolant charge or line integrity. - Judgment of system efficiency or capacity is not within the scope of this inspection. - Cooling systems are not dismantled in any way. Secured access covers are not removed. - The interior components of evaporators, condensers and heat pumps are not viewed. - The interior conditions of cooling components are not evaluated. - The presence of leaking refrigerant lines, heat pump oil, etc., is outside the scope of this inspection. Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Air Conditioning Unit

Window units are not turned on by the inspector and should be turned on to verify they work by owner.





Cooled to approximately 50 deg. Filter required in hallway.

Attic Duct Work





Newer duct though out.

Insulation wrap need.

Interior

Ceiling

Smooth semi- Texture.

Walls

Smooth semi- Texture. Fresh or newer paint throughout the home walls and ceiling.

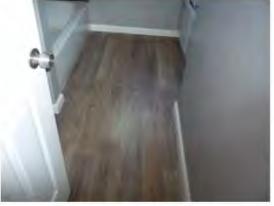
Windows

Newer energy efficient framed windows.

Floors

Simulated wood vinyl. The flooring has bumps through the home, from not being prepped, or cleaned before laying the vinyl. These high spots will result in wear spots over time.





Laundry Room/Area

Located inside the home just inside the garage. Recommend GFI plugs.

Swimming Pool and Spa

N/A

Inspection Conclusion

We are proud of our service, and trust that you will be happy with, the quality of our report. We have made every effort to provide you with an accurate assessment of the condition of the property. However, we may not have tested every outlet and opened every window and door, or identified every problem. Also because our inspection is essentially visual, latent defects could be present. We cannot see behind walls, through wall or in walls. Therefore, you should not regard our inspection as a guarantee or warranty. It is simply a report on the general condition of a property based on the option of the inspector at a given point in time. As a homeowner you should expect problems to occur, roofs will leak, basements may have water problems and systems may fail without warning, we cannot predict future events. For these reasons you should keep a comprehensive insurance policy current.

This report was written exclusively for our Client. It is not transferable to other people. The report is only supplemental to a seller's disclosure.

Thank you for taking the time to read this report and call us if you have any questions.

PRE-Closing Walk Through

The walk- through prior to closing is the time for client to inspect the property. Condition can change between the time of a home inspection and the time of closing. Restrictions that existed during the inspection may have been discovered during the walk through. Client should be thorough during the walk through.

Any defect or problem discovered during the walk through should be negotiated with the owner/seller of the property prior to closing. Purchasing the property with a known defect or problem releases HBI of all responsibility. Client assumes responsibility for all known defects after settlement.

The following are recommendations for the pre closing walk through of your new house.

- 1. Check the heating and cooling system operations.
- 2. Operate all appliances.
- 3. Run water at all fixtures and flush toilets, look for plumbing leaks.
- 4. Have the gas company check the gas meter and check for leaks inside and outside of your home.
- 5. Check the roof for leaks after a rain fall.

You are advised to seek two professional opinions and acquire estimates of repair as to any defects, comments, improvement or recommendations mentioned in the report. We recommend that the professional making any repairs inspect the property further, in order to discover and repair related problems that were not identified in the report. We recommend that all repairs, corrections, and cost estimates be completed and documented prior to closing or purchasing the property, fell free to hire other professionals to inspect

the property prior to closing including HVAC professionals, electricians and engineers or roofers.

Thank You for choosing HBI Inspection for you Inspection needs.

Project Repair Estimation

Worksheet

Address:		Date:	Created by:
Bedrooms:	Bathrooms:	Total Square Footage:	
Asking Price:	After Repair Value:	Total Repair Cost:	Proposed Offer Price:

Asking Price:	After Re	pair Value: Proposed Offer Price	•
Inspection Checklist	Yes No	o Details	Repair Cost
		EXTERIOR	
Roof?	х	Full Roof: \$300 per/sq (1sq = 100 sf), as a rule of thumb	
Gutters?		Gutters: \$1,000 - \$1,250 on 2000-3000sf home	
Exterior Paint?		Paint: 1,500sf: \$4,000 3,000sf: \$10,000	
Exterior Siding?		Vinyl Siding (labor and materials): 1500sf: \$7,000 3000sf: \$11,000	
		Shingles/Clapboard Siding (labor and materials):	
Windows?		# of Windows x \$270 (standard replacement window, more for bay or odd size)	
		Large Bay Window: \$2,000 - \$3,000 each	
Garage Door(s)?		1 Garage Door: \$1,000 - \$1,400 each (with motor)	
Septic?		\$18,000-30,000 (ballpark)	
Fence?		Wood Fence = \$15.00 per/lf Chain Link Fence: \$10.00 per/lf	
Driveway?		Asphalt: \$4.00 per/sf Gravel/Stone: \$2.00 per/sf	
Yard Landscaping/Cleaning		Clean-up Only: \$250 - \$750 Hourly: \$20-\$25 per hour	
		Basic Clean-up, Mow, Mulch, Stone Path, Trim, Edge for typical \$300k home/lot	
		Small Property: \$2,250 Medium: \$3,500 Large: \$4,000 and up	
Pool Repairs?		Demo Inground: \$5,000 Liner: \$3,000 - \$6,000 (installed)	
		Plaster: \$4,000	
Decks?		New Deck: \$20.00 - \$50.00 per/sf	
		10'x10' = \$2,000	
		INTERIOR	
Heating or Furnace Replacement	t	Replace 1 Furnace: \$4,000 / Boiler is 5,000 - 5,500	1
		Replace 1 Hot Water Heater: \$1,000	
		Install 1 Zone Baseboard Heater Gut Job: \$4,500 per unit	
Central Air Conditioning		New System w/ Heat: \$10,000 Condensor: \$2,000 Ductwork: \$4,000	
Plumbing Repair?		Plumbing: \$4,000 per floor (new bathroom & kitchen fixtures included)	
		Faucets: Kitchen = \$80 - \$140 Bathroom: \$25 - \$60	
		Toilet: \$100 - \$125 Tub w/ Surround: \$500 - \$700	
Electrical Repair?	x	New Panel: \$1,500	
		New Service, Panel, Rewire House: \$4,000 per floor	
		Electrical Fixtures: \$100 - \$300k home = \$1,000 - \$1,250 \$300 and up = \$1,250 - \$2,000	
Foundation Repair?		Reframe 1 Support Beam: \$1,000 Bulk Head (installed): \$800 - \$1,000	
		Seal Basement: \$250 Pour Concrete Floor: \$800 (5yds) or \$100 per yard Set the Floor: 1.00-1.50 per/sf	
Basement Repair?		Replace Stairwell: \$1,000 Sump Pump: \$800 Spray (Paint): \$500	
Interior paint?		\$3.00sf, as a rule of thumb	
		1,500sf: \$4500 3,000sf: \$9,000 or more if significant wall repairs needed	

Flooring?	Carpet \$2.00sf	-				
	Tile: \$1.75 - \$2.50 per/sf Installation & Material (Cement Board, Thinset and Grout): \$7.00					
	Vinyl = \$5.00sf					
	Hardwood w/ Install = \$7.00 sq ft Sand & Refinish= \$2.50 sq ft					
Kitchen Remodel	Cabinets: Economy = \$3,500 - \$4,000 Mid-Level = \$4,000 - \$5,000 High-End = \$5,500 and up					
	Granite: Economy = \$2,000 - \$2,750 or \$35.00 - \$38.00 per/sf					
	Laminate/Formica = \$800 - \$1,250					
Kitchen Appliance Package	\$100 - \$350K Home: \$2,200 - \$2,500					
(\$350 - \$400K Home: \$2,800 - \$3,000					
Bathroom Repairs	Complete Full Bath: \$3,500-\$4,000 (cabinets, fixtures, electrical and plumbing)					
	Complete Half Bath: \$2,500 (cabinets, fixtures, electric and plumbing) or \$1,000 per fixture					
	Fixtures Only: Full bath \$1,000 Half Bath \$500					
	Vanity: \$250 - \$300 Toilet: \$100 - \$150 Tub/Shower (fiberglass): \$500 - \$700					
	Shower Stall w/ Surround (fiberglass): \$400 Showerhead and Faucet Kit: \$175 - \$250					
Sheetrock Repairs or Replace	Sheetrock and Finish: \$3.00sf					
Insulation	Wall/Floor Insulation: \$1.00 - \$1.50 per/sf Attic (blown in): \$1.00 per/sf					
Doors	Interior: \$200 Per Door (installed w/casing) Exterior Front: \$1,000-\$2,500 (installed) Slider: \$1,000 (installed)					
Basement	Basement Floor (poured): \$100 per sq/yd Seal Basement: \$200-\$400 Sump Pump (installed): \$1,000					
	French Drain: \$150 per l/f Replace Stairs (wood): \$1,500 - \$2,000					
Foundation Approx: \$8,000 - \$15,000						
	Excavation: \$20.00 per l/f Backfill: \$10.00 per l/f					
	CENEDAL					
Duminatore?	GENERAL \$600 - \$800 per dumpster					
Dumpsters? General Contractor?	General Contractor Fee Typically 10% of Contract Amount	_				
Mold Remediation?		_				
	Moderate Remediation: \$2,000					
Staging?	Approx. \$2,000 Repair Cost x .10					
Miscellaneous		_				
	Total Repair Cost (Auto Calculated, Do Not Overwrite Field):	0.				
	DEAL ANALYSIS CALCULATOR					
	Purchase Price:					
	Real Estate Commission on Resale (5%):	\$0.00				
	Money Costs for 100% Financing of Purchase Price and Rehab Costs (est. @ 4 points & 8% interest, prorated for 6 months):	\$0.00				
	Tax Stamps (\$4.56 per \$1000):	\$0.00				
	Insurance (estimated):					
	Town Taxes (estimated):					
	Closing Costs(estimated):					
	Subtotal:	\$0.00				
	Estimated Sale Price:					
	Total Profit:	\$0.00				

Utilities: City Water / Well Town Sewer / Private Septic Natural Gas / Propane

Heating System: Boiler / Furnace Heating Fuel: Oil / Gas Hot Water Fuel: Gas / Electricity / Oil

H.B.I. Inspections

7. Fee Schedule

Fee Overview:

Home and Structures up to 1,500 sq. ft. per unit,\$1.40 per sq. ft.

Home and Structures over 1,500 sq. ft. per unit, \$1.10 per sq. ft.

Less than $1,000 \text{ sf.} = \$1,500$	2,501 to $3,000$ sf. = \$3,300
1,001 to 1,500 sf.= \$2,250	3,001 to 3,500 sf. = \$3,850
1,501 to 2,000 sf.= \$2,220	3,501 to $4,000$ sf. = \$4,400
2.001 to 2.500 sf = \$2.750	

Additional Fees:

Historical Homes and Homes over 60-years-old

- A. Interior Add of \$399.00 Per Structure
- B. Exterior Add of \$599.00 Per Structure

Other Fees if applicable:

- C. Detached Garage Add, of \$499.00 each (applicable for garage on first level of one unit)
- D. Basements. Add \$499.00
- E. Under home crawl space, Add \$499.00
- F. Non permitted additions, \$2.00 per sq. ft.
- G. Any sq. footage not-include or disclosed: garages, extra buildings add-on, are at additional fees per cost structure above.
- H. Swimming Pools, Add \$499.00
- I. Material extraction and lab testing. (mold, asbestos, lead paint, radon gas, etc.) \$450.00 per item.
- J. Wells, Pumps, Water Holding Tanks. Negotiated.
- K. Infrared, building envelope. This service is for heat and or air condition loss thru wall and ceilings. Negotiated.
- L. Cost Estimating of Repairs. Fee \$130.00 hr.

All units to be assessable for inspection on day and time of request. Non-assessable building trip charge is at \$200.00 plus milage if access to the units is not available.

Insurance: We have attached a copy of our insurance certification

Primary Contact Person and authorized signor: Darrell Holmes

E-M ail: Darrell@HBlinspections.com Web Site: www.HBlinspections.com

Contact Person: Darrell Holmes Darrell Holmes

Special Inspections: Additional services we provide are listed below.

Certified Solar Inspectors: To separate ourselves from other inspections companies, as far as we know, HBI Inspections, is the only inspection company with certified Solar System Inspectors. This certification from Cal State University, a Six (6) week extensive class on all levels of Solar and Installation. This certification is extremely beneficial to our district clients, as this ensures a trained expert will oversee your investment, as only a certified inspector can.

Hazardous Material Certification: CCR Title 8 Lead, Asbestos, Mold, AirQuality Management, and Radon Gas.

To separate ourselves from other inspection companies and bring additional true value to our clients, we have inspectors certified in Hazard Material to includes Recognition, Evaluation, Protection and Proper Handling of such Hazardous Materials.

Infrared Testing and Examination: This service is for heat and or cool air loss thru wall and ceilings of a building envelope for energy efficiency programs.

Swimming Pool Inspections: This service is for pool, pump condition and filters.

Construction Estimating: We provide in house expert cost estimates of repairs when requested. In addition, we also use third-party estimator for major structural issues, complex roof replacements, concrete, pool repairs etc. These third-party estimators use our home inspection report for takeoffs as it relates to square footage and quantity takeoffs. We have attached a sample of form sheet.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ocitinoate notaer in nea or sao	11 31143130111(3)1							
PRODUCER		NAME: Tina Cowie						
Cornerstone Specialty I	insurance Services, Inc.	PHONE (A/C, No, Ext): (714)731-7700 FAX (A/C, No): (714)731-7750						
14252 Culver Drive, A29	9	E-MAIL tina@cornerstonespecialty.com						
		INSURER(S) AFFORDING COVERAGE	NAIC#					
Irvine	A 92604	INSURER A: Valley Forge Insurance Company	20508					
INSURED		INSURER B:Transportation Insurance Co	20494					
HBI Inspections		INSURER C:Travelers Casualty & Surety Co. of	31194					
5972 Crestmont Drive		INSURER D:						
		INSURER E:						
Chino Hills C	'A 91709	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 17/18 COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000,000
A	CLAIMS-MADE X OCCUR X ADDTL INSRD/PRIMARY	x		6012295677	7/28/2017	7/28/2018	PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 300,000 \$ 10,000
	X BLNKT WAIVER OF SUBRO			Per Form #SB300176C			PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			As Required by Written			GENERAL AGGREGATE	\$ 4,000,000
	JEGI LOC			Contract Contractual Liab Incld			PRODUCTS - COMP/OP AGG	\$ 4,000,000
\vdash	OTHER: AUTOMOBILE LIABILITY			Concractual Blab Hitlu			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS AUTOS NON-OWNED			6012295677	7/28/2017	7/28/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	X HIRED AUTOS X AUTOS						(Per accident)	\$
┢	UMBRELLA LIAB OCCUR	\vdash					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X STATUTE ER	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		6012299700	7/28/2017	7/28/2018	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			002222700	,, 20, 202,	,, 20, 2020	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Professional Liability			106344456	7/28/2017	7/28/2018	Each Claim	\$1,000,000
	Claims Made						Annual Aggregate	\$1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	 0 101, Additional Remarks Schedule, may b	e attached if mor	e space is requir	ed)	

Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER CAN

Santa Monica College Purchasing Department 1900 Pico Blvd. Santa Monica, CA 90405 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie/SGL

Jena Courie

ATTACHMENT 5

HBI Inspections – Estimated Pricing Table

HBI Inspections – Estimated Pricing Table

TOTAL		5,567	5,567	5,567	7,11	8,217	6,067	Н	6,067	6,567	6,067	6,067	6,067	6,067	6,067	8,217	5,567	5,567	6,067	6,067	6,067	5,567	\$ 135,324
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ATTACHMENT 6

Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /HBI Inspections)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: residential inspection scope of repairs and cost of repairs services related to Caltrans surplus unoccupied properties.
- 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": Residential inspection scope of repairs and cost of repairs services related to Caltrans surplus unoccupied properties.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Angelica Frausto-Lupo Director of Community Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Forty Thousand Dollars (\$140,000).
- 3.5. "Commencement Date": July 21, 2022.
- 3.6. "Termination Date": Upon completion of the work.

4. TERM

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

5. CONSULTANT'S DUTIES

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

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Darrell Holmes shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, 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 and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not

- represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: residential inspection scope of repairs and cost of repairs
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence, \$4,000,000 aggregate
- General Liability:

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

• Workers' Compensation:

•	Workers' Compensation	StatutoryLimits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, nonowned, and hired automobiles and, trucks.
- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South

- Pasadena, Attn: Angelica Frausto-Lupo, Director of Community Development, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
 - City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

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

Darrell Holms President HBI Inspections 5972 Crestmont Dr., Chino Hills, CA 91709 (951) 712-2017

15. SURVIVING COVENANTS

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

16. TERMINATION

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

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

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

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

"City"	"Consultant"	
City of South Pasadena	HBI Inspections	
By:	By:	
Signature	Signature	
Printed:	Printed:	
Title:	Title:	
Date:	Date:	
Attest:		
By:		
Christina Muñoz Deputy City Clerk		
Date:		
Approved as to form:		
By:Andrew Jared, City Attorney		

HBI Inspections

DSA Inspection Services & Property Inspections

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P. (951) 712-2017

5972 Crestmont Dr. Chino Hills, CA, 91709

9201 Via Lugano Bakersfield CA. 93312

www.hbiinspections.com

When Business Structure & Teamwork Matters

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1. Title Page

To: City of South Pasadena Date: June 30, 2022 Community Development Department

South Pasadena, CA

Attn: Augelica Frausto-Lupo

Re: Residential Inspection Services RFP

It is with enthusiasm that we present this proposal for Residential Property Inspection Services to South Pasadena Community Development Department.

Eligibility of Firm:

As a leading residential and DSA school construction inspection firm in California for the past 14 years, HBI Inspections, possesses a highly qualified team, of certified property inspectors, construction estimating, and area managers. HBI Inspections takes pride in our track record of consistently providing quality services at reasonable prices. Our reputable service of excellence and demonstrable history of success in providing residential inspection services will be described throughout this proposal packet.

Firm's Address: HBI Inspections 5972 Crestmont Dr. Chino Hills. CA 91709

Firms Entity: HBI Inspections is legally permitted and licensed to conduct business in the State of California, business entity number C208190. We are established as an "S" Corporation in the State of California for the past 25 years on April 7, 1998, as Holmes Builders Inc., for the past 14 years D.B.A., HBI Inspections.

Federal Tax I.D. Number: 33-0803951, DIR#: 1000027696

Insurance Certificate: HBI insurance certificate met the requirements of the district.

Addendum: N/A

Primary Contact: Mr. Holmes is authorized as the primary contact and authorized to bind the firm to all contracts. Mr. Holmes is a licensed real estate agent, a certified home inspector, a DSA Class-1 state school construction inspector and hold 3 California contractor's license.

Phone: 951-712-2017

E-M ail: Darrell@HBlinspections.com Web Site: www.HBlinspections.com





2. Cover Letter

Introduction:

As a leading residential and Division of State Architect (DSA) school construction inspection firm in California for the past 14 years, HBI Inspections, possesses a highly qualified team, of certified property inspectors, area managers, office personal and construction estimating.

Our team of property inspectors are certified by International Association of Certified Home Inspectors (InterNACHI) and or California Coalition of Home Inspectors (CCHI) with years of experience. Many of our inspectors carry multiple certification, and construction licenses all are experts in the diverse types of construction. (i.e., Type 1-5, Occupancy Group A, B, E, R, etc.).

History of Residential Inspections and Background:

We occupy a unique position in our industry in that we have become experts in working with diverse types of governmental agencies from, State of California DGS, Division of State Architect (DSA), City Municipality, School Districts and of course the Private Sector.

Our experience in numerous residential inspection services to governmental agencies include public parks and their historical housing, land conservation preservation residential property, and school districts (non-DSA). We feel HBI is well suited for the needs of the city with a full understanding of projects, objectives, scope, and requirements.

Historical Residential Inspections:

We are experts in deliver these types of residential services and working with the different associated governmental agencies. With homes on "National Register of Historic Places" we understand the importance of these properties, its history and value the importance of a quality inspection. We have work closely with conservation management, National Register of Historic Places, and their documentations as it relates to our inspection of a historical residential property. Recently HBI provide residential inspection services for a home in the San Francisco area built in 1913 for editor Fremont Older and his wife. Fremont Older was managing editor for William Randolph Hearst at the San Francisco Bulletin.

School District Residential Inspections:

Santa Monica Community College District, we provided residential inspection of surplus homes owned by the district.

Residential Private Sector:

In addition to providing property inspections to governmental agencies we provide our services to private sector. Our clients include independent brokers and their agents to include Coldwell Bank, Century 21, Keller Williams etc. These homes are in a verity different ages, sizes, and architectural design.

History of City Projects:

Our experience with numerous governmental agencies includes city run and managed project. We provided construction inspection services (13month project) on a multi-use project for the city of Brea. With such experience we have full understanding of city run project. 23 - 203

Required Statement:

- 1. HBI Inspections (Firm) accepts the City's Professional Services Agreement without changes.
- 2. HBI understands the project objectives, scope, and requirements.

3. Scope of Work

Scope of Work:

We are committed to providing our clients with high quality inspection Services. Our philosophy is based on a simple principle: to provide quality service unlike any other competitor and maintain the cost of the inspection within budget. Our inspectors comprehend the importance of your inspection and inspect according to industry standards of International Association of Certified Home Inspectors (InterNACHI) which governs their certification. Also, HBI being a Division of State Architect (DSA) state school construction inspections company we are experts in the State of California Building Code (CBC) and International Building Code (ICC). Unlike other companies we provide a project manager as the single point of contact who will coordinate all project needs.

Task and Completion:

In any given project HBI and our staff of inspectors start by understanding the Cities vision and needs. We then develop the required steps to meet and exceed their inspection for any given project. Our company has excelled in many areas; we have provided excellent communication and preventive measures for our client's needs. Mr. Holmes will discuss work progress on a regular basis with the Client's team and assist in developing a comprehensive project schedule with the city when required. Mr. Holmes will supervise the inspector's activities, and its priorities to ensure schedules are met to include all deliverables.

Multiple Projects:

HBI Inspections has over 14 years of experience in coordinating and executed multiple projects and their competing priorities, all while maintaining quality, meeting schedules, and budget awareness. It is always our aim to help our client's meet its deadlines by attending all relevant meetings, the goal is to keep the team involved and informed through the process.

4. Project Team

Point of Contact:

Mr. Holmes is appointed as the area manager to be the cities single point of contact for all project needs. Mr. Holmes is a licensed real estate agent for the past 24 years, a certified home inspector and certified as a DSA Class-1 construction inspector for the past 14 years. In addition, he holds three (3) contractor's license B, C5 & C6.

Certified Home Inspector Team Members:

Our team of property inspectors are certified by International Association of Certified Home Inspectors (InterNACHI) with years of experience. Many of our inspectors carry multiple certification, and construction licenses all are experts in the diverse types of construction. (i.e., Type 1-5, Occupancy Group A, B, E, R, etc.). All inspectors are in close proximity to the South Pasadena.

Member	Location	Member	Location
Ed Fryday, CPI, CMI, ACI	Pasadena,	David Humphries	Santa Clarita _
Chris Rippy, CMI	Los Angeles	Matthew Monajemi 23 - 204	Agoura Hills

Member	Location	Member	Location
Daniel Miller, CPI	La Habra Heights	Joshua Escamilla	Claremont
Yalong Qin	Walnut	Justin Joseph	Sylmar _
David Glover	West Dominguez	Jessica Alvarez	Hesperia _
Brian Forrester	Temple City	Michael Hammond	Monrovia _
Andrea Martinez Gutierrez	Placentia	Martin Murphy	Lake Los Angeles _
Darrell Holmes, CPI, DSA	Chino Hills		-

5. Proposed Changes

Changes to Project Scope and Compensation:

HBI ensures that project scope and approved schedule are met, if after submitting a task order and or schedule to HBI for services, any schedule changes, scope changes and or cancellation of a home inspection requires and administrative fee of \$300 to apply.

6. Samples of Inspection Report

Sample Inspection Report:

We have attached one copy of our typical inspection report for your review at the end of this RFP which you may review at your convenience.

In reviewing the inspection request, please note the "Summary Section" we provide for easy lineitem review on page (6) six of the property report. We are one of the only property inspection companies to provide this section as it is valued by our clients.

Sample Cost of Repair Estimate:

We have attached a copy of our cost of repair form for your review at the end of this RFP.

Note: HBI considers all reports confidential and proprietary information and is not transferable to others persons outside your organization and staff of this this RFP.

Statement of qualification for Principal of the Business

Darrell Holmes
President of HBI Inspections



Project & Account Manager

Professional Experience

Fourteen (14) years as a DSA Class-1 inspector and owner of HBI Inspections. Darrell's experience was 10 years as CEO of a midsize construction company contracting over 20 school construction projects (listed below) in southern California and countless retail stores throughout the State of CA., with 26 employees, the company specialized in General Contracting, framing, doors/hardware to include a 10,000-sq. ft. WIC cabinet shop. Darrell is knowledgeable and skilled in all areas of the construction industry from general field application to upper management duties. Skilled within the California Building Code, Title 24, and ICC as it relates to State school construction inspection. Well versed in scheduling, submittals, RFI's, change orders, and all DSA processes. Darrell has held positions as a field carpenter, architectural draftsman, project manager, estimator and now DSA class-1 project inspector. More than 30 years of experience in the construction industry has produced an excellent base of knowledge in all areas of the construction and inspection industry. Please GO to www.hbiinspections.com for additional information for Mr. Holmes owner of HBI Inspections.

Qualifications, Certifications and Licenses

- DSA Construction School Inspector Class 1 #5006 expired
- DSA Construction School Inspector Class 1 #5816 retook state's Class 1 test in Sept. 2013
- DSA Fire Life and Safety Officer 1
- California General Contractor #B-751035
- California C-5 Framing and Rough Carpentry
- California C-6 Cabinet, Millwork, & Finish Carpentry
- Solar Power Systems & Installations Certified, Cal State University
- Hazardous Material Certified, International Association of Indoor Air Consultants
- W.I.C. Woodwork Institute Certified (school cabinets and millwork)
- Auto-Cad (release 11) Cal State University
- Home Inspection Certified InterNACHI #13062302
- California Real Estate Licensee #01170806

Formal Education:

Houston Community College in Houston Texas majoring in Business with a background in Real Estate Development, licensed with the State of CaliforniaDepartment of Real Estate.

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Real Estate Inspection Report

09-16-2016



HBI Home Inspection

Certified Home Inspections, Mold & Asbestos Lab Testing, Pools, Commercial Property and DSA State Construction Inspections

Client: Mr. and Mrs. Navarro

Address: 15235 Lashburn St., Whittier CA. 90604

Inspector: Darrell Holmes Certified Inspector

Confidential and Proprietary:

HBI Inspections

5972 Crestmont Dr.

Chino Hills, CA 91760

951-712-2017















Report Information

The enclosed summary report will provide you with a preview of the components or conditions that need service or a second opinion, but it is not definitive. Therefore, it is essential that you read the full report. Regardless, in recommending service we have fulfilled our contractual obligation as generalists, and therefore disclaim any further responsibility. However, service is essential, because a specialist could identify further defects or recommend some upgrades that could affect your evaluation of the property.

This report is the exclusive property of HBI Inspections, and the client whose name appears herewith, and its use by any unauthorized persons is strictly prohibited.

The observations and opinions expressed within this report are those of HBI Inspection and supersede any alleged verbal comments. We inspect all of the systems, components, and conditions described in accordance with the standards of practice govern by International Association of Certified Home Inspectors (InterNACHI), and those that we do not inspect are clearly disclaimed in the contract and/or in the aforementioned standards. However, some components that are inspected and found to be functional may not necessarily appear in the report, simply because we do not wish to waste our client's time by having them read an unnecessarily lengthy report about components that do not need to be serviced.

In accordance with the terms of the contract, the service recommendations that we make in this report should be completed well before the close of escrow by licensed specialists, who may well identify additional defects or recommend some upgrades that could affect your evaluation of the property.

You have contracted HBI Inspections to perform a Lead base, Mold, Asbestos, Radon gas and or general home inspection in accordance with the standards of practice established by the Home Inspection Foundation, a copy of which is available upon request. Generalist inspections are essentially visual, and distinct from those of specialists, in as much as they do not include the use of specialized instruments, the dismantling of equipment, or the sampling of air and inert materials. Consequently, a generalist inspection and the subsequent report will not be as comprehensive, nor as technically exhaustive, as that generated by specialists, and it is not intended to be. The purpose of a generalist inspection is to identify significant defects or adverse conditions that would warrant a specialist evaluation. Therefore, you should be aware of the limitations of this type of inspection, which are clearly indicated in the standards. However, the inspection is not intended to document the type of cosmetic deficiencies that would be apparent to the average person, and certainly not intended to identify insignificant deficiencies. Similarly, we do not inspect for vermin infestation, which is the responsibility of a licensed exterminator.

Most homes built after 1978, are generally assumed to be free of asbestos and many other common environmental contaminants. However, as a courtesy to our clients, we are including some well 23 - 208

documented, and therefore public, information about several environmental contaminants that could be of concern to you and your family, all of which we do not have the expertise or the authority to evaluate, such as asbestos, radon, methane, formaldehyde, termites and other wood-destroying organisms, pests and rodents, molds, microbes, bacterial organisms, and electromagnetic radiation, to name some of the more commonplace ones. Nevertheless, we will attempt to alert you to any suspicious substances that would warrant evaluation by a specialist. However, health and safety, and environmental hygiene are deeply personal responsibilities, and you should make sure that you are familiar with any contaminant that could affect your home environment. You can learn more about

Contaminants that can affect you home from a booklet published by the environmental Protection Agency, which you can read online at www.epa.gov/iaq/pubs/insidest.htm.

Mold is one such contaminant. It is a microorganism that has tiny seeds, or spores, that are spread on the air then land and feed on organic matter. It has been in existence throughout human history, and actually contributes to the life process. It takes many different forms, many of them benign, like mildew. Some characterized as allergens are relatively benign but can provoke allergic reactions among sensitive people, and others characterized as pathogens can have adverse health effects on large segments of the population, such as the very young, the elderly, and people with suppressed immune systems. However, there are less common molds that are called toxigens that represent a serious health threat. All molds flourish in the presence of moisture, and we make a concerted effort to look for any evidence of it wherever there could be a water source, including that from condensation. Interestingly, the molds that commonly appear on ceramic tiles in bathrooms do not usually constitute a health threat, but they should be removed. However, some visibly similar molds that form on cellulose materials, such as on drywall, plaster, and wood, are potentially toxigenic. If mold is to be found anywhere within a home, it will likely be in the area of tubs, showers, toilets, sinks, water heaters, evaporator coils, inside attics with unventilated bathroom exhaust fans, and return-air compartments that draw outside air, all of which are areas that we inspect very conscientiously. Nevertheless, mold can appear as though spontaneously at any time, so you should be prepared to monitor your home, and particularly those areas that we identified. Naturally, it is equally important to maintain clean air-supply ducts and to change filters as soon as they become soiled, because contaminated ducts are a common breeding ground for dust mites, rust, and other contaminants. Regardless, although some mold-like substances may be visually identified, the specific identification of molds can only be determined by HBI specialists and laboratory analysis, and is absolutely beyond the scope of our general inspection. Nonetheless, as a prudent investment in environmental hygiene, we categorically recommend that you have your home tested for the presence of any such contaminants, and particularly if you or any member of your family suffers from allergies or asthma. Also, you can learn more about mold from an Environmental Protection Agency document entitled "A Brief Guide to Mold, Moisture and Your Home," by visiting their web site at: http://www.epa.gov/iaq/molds/moldguide.html/, from which it can be downloaded.

Asbestos is a notorious contaminant that could be present in any home built before 1978. It is a naturally occurring mineral fiber that was first used by the Greek and Romans in the first century, and it has been widely used throughout the modern world in a variety of thermal insulators, including those in the form of paper wraps, bats, blocks, and blankets. However, it can also be found in a wide variety of other products too numerous to mention, including duct insulation and acoustical materials, plasters, siding, floor tiles, heat vents, and roofing products. Although perhaps recognized as being present in

some documented forms, asbestos can only be specifically identified by laboratory analysis. The most common asbestos fiber that exists in residential products is chrysotile, which belongs to the serpentine or white-asbestos group, and was used in the clutches and brake shoes of automobiles for many years. However, a single asbestos fiber is said to be able to cause cancer, and is therefore a potential health threat and a litigious issue. Significantly, asbestos fibers are only dangerous when they are released into the air and inhaled, and for this reason authorities such as the Environmental Protection Agency [EPA] and the Consumer Product Safety Commission [CPSC] distinguish between asbestos that is in good condition, or non-friable, and that which is in poor condition, or friable, which means that its fibers could be easily crumbled and become airborne. Regardless, although some asbestos substances may be visually identified, the specific identification of asbestos can only be determined by HBI specialists and laboratory analysis, and is absolutely beyond the scope of our general inspection.

Radon is a gas that results from the natural decay of radioactive materials within the soil, and is purported to be the second leading cause of lung cancer in the United States. The gas is able to enter homes through the voids around pipes in concrete floors or through the floorboards of poorly ventilated crawlspaces, and particularly when the ground is wet and the gas cannot easily escape through the soil and be dispersed into the atmosphere. However, it cannot be detected by the senses, and its existence can only be determined by sophisticated instruments and laboratory analysis, which is completely beyond the scope of our service. However, you can learn more about radon and other environmental contaminants and their affects on health, by contacting the Environmental Protection Agency (EPA), at www. epa.goviradonfimages/hmbuygud.pdf, and it would be prudent for you to enquire about any high radon readings that might be prevalent in the general areas in or surrounding your home.

Lead poses an equally serious health threat. In the 1920's, it was commonly found in many plumbing systems. In fact, the word "plumbing" is derived from the Latin word "plum bum," which means lead. When in use as a component of a waste system, it is not an immediate health threat, but as a component of potable water pipes it is a definite health-hazard. Although rarely found in modern use, lead could be present in any home build as recently as the nineteen forties. For instance, lead was an active ingredient in many household paints, which can be released in the process of sanding, and even be ingested by small children and animals chewing on painted surfaces. Fortunately, the lead in painted surfaces can be detected by industrial hygienists using sophisticated instruments, but testing for it is not cheap. There are other environmental contaminants, some of which we have already mentioned, and others that may be relatively benign. However, we are not environmental hygienists, and as we stated earlier we disclaim any responsibility for testing or establishing the presence of any environmental contaminant, and recommend that you schedule whatever specialist inspections that may deem prudent within the contingency period.

Property Information

Client Name: Mr. and Mrs. Navarro

Address: 15235 Lashburn Str., Whittier CA. 90604

Inspection Date: 09-16-2018

Inspection Time: 9:00 a.m.



Inspector: Darrell Holmes

Square Footage: 1389 approx.

Year Built: 1955

Real Estate Agent Information

Agent/Requesting Inspection: Suzy Fawbush

Phone:

Cell: 951-230-8287

Email: Soldbysuzy@yahoo.com

The color code is as follows:

Red- Requires Attention

Blue- Good Condition

Black- General Comment

Inspector Summary Report

This Section Is Only a Summary of the properties general condition for your connivance. We strongly advise, the full report to be review as to additional items and details the inspector has found on the property. Some of the content in this Paragraph Summary is the inspectors personal option based on condition and should be reviewed only as an option.

The general overall condition of the property:

The property: 1. Roof mastic around vent pipes is recommended. 2. Label main electrical box. 3. GFI electrical plugs are not working through out. 4. Back bedroom concrete stem wall foundation is cracked. 5. Floor beam is loose. 6. Attic insulation coverage is recommended. 7. High spots under the vinyl flooring. 8. Standing water under the home at some point based on the condition of the soil/cracking. 9. Turn down water PSI to below 80 PSI. 10. Smoke and Carbon detectors to be installed properly.

Recommendation:

- 1. Recommend asking owner about past standing water under the home.
- 2. Recommended material lab testing of the attic insulation and piping for Asbestos.
- 3. A licensed structural engineer to review the homes foundation.

Buyer is having the following Special Materials, Lab Testing performed:	
Mold	
Lead Paint	

Radon Gas

X None at this time

Asbestos

Inspector Report

Site Grounds & Grading

This inspection is not intended to address or include any geological conditions or site stability information. For information concerning these conditions, a geologist or soils engineer should be consulted. Any reference to grade is limited to only areas around the exterior of the exposed foundation or exterior walls. This inspection is visual in nature and does not attempt to determine drainage performance of the site or the condition of any underground piping, including municipal water and sewer service piping or septic systems. When decks and porches are built close to the ground where no viewing or access is possible, we cannot make accurate opinions. These areas as well as others that are too low to enter, or in some other manner not accessible, are excluded from the inspection and are not addressed in this report. We routinely recommend that inquiry be made with the seller about knowledge of conditions.

Water Service

City water service. Service Main is located at street. Water Pressure is at 82 P.S.I. Recommend no more than 80 P.S.I. Regulate the water pressure at the regulator valve when needed.





Exterior Drainage

Overall, the water would appear to drain away from the home except under the house it appears there was standing water at on time. Recommend further investigation. Tripping hazard, concrete work.





Gas Meter / Piping

Original Gas Meter. Does NOT have earthquake valve, saves on home insurance and should paint the meter. Shut off valve on gas line.



Exterior & Structure

Our inspection of the Exterior grounds includes the surface drainage, grading, some fencing, gates, sidewalks, patios, driveways, and retaining walls adjacent to the structure. The inspection of the exterior of the building includes the cladding, trim, eaves, fascias, downspouts, railings, doors, windows and flashings. Areas hidden from view by finished walls or stored items cannot be judged and are not a part of this inspection. Minor cracks are typical in many foundations and most do not represent a structural problem. If major cracks present along with rotation, we routinely recommend further evaluation be made by a qualified professional structural engineer. The grading of the soil should allow for surface and roof water to flow away from the foundation. All concrete slabs experience some degree of cracking due to shrinkage in the drying process or minor settlement. All items listed are inspected for their proper function, poor installation, excessive wear and general state of repair. Where deck carpeting, stacked firewood, excessive vegetation, soil and other coverings are installed over decking and patio surfaces, the materials or their nature of construction and condition of the underneath these coverings cannot be determined.

Building Information

Single Story Home

1389 Square Ft.+ -

Year Built: 1955

Raised Foundation

Wood Framing

Exterior stucco and wood trim.

Roof

We do our best to inspect the roof system within the time allotted. The inspection of the roof system includes a visual examination of the surface materials, connections, penetrations and roof drainage systems. We examine the roofing material for damage and deterioration. We examine the roof system for possible leaks, damage and conditions that suggest limited remaining service life. We may offer opinions concerning repair and/or replacement if warranted. Opinions stated herein concerning the roofing material are based on the general condition of the roof system as evidence by our visual inspection. These do not constitute a warranty that the roof is or will remain, free of leaks. All roofing systems require annual maintenance. Failure to perform routine maintenance will usually result in leaks and accelerated deterioration of the roof covering and flashings. When provided, our estimates of the roofs life expectancy are based on the assumption that the roof will be properly maintained during that period. The only way to determine whether a roof is absolutely watertight is to observe it during a prolonged rainfall. Many times, this situation is not present during the inspection and we cannot confirm this condition. We suggest that an annual inspection of the Attic area be performed where accessible to identify if any leaks are evident.

Roof Covering

Asphalt Roof in good to fair condition.





Roofing Shingle in fair condition

Paper in good condition as to visibility.

Chimney and Roof Flashing

Drip edge observed. Piping penetrations through the roof could use general maintenance by add mastic to the areas.





Eaves, Soffits, Fascia, and Wood Trim

Overall, the fascia boards appear to be in good to fair condition, however there is damage in picture above and possible terminates in other areas. Have a terminate inspection performed.

Drip Edge

Drip Edge Observed.

Gutters & Downspouts

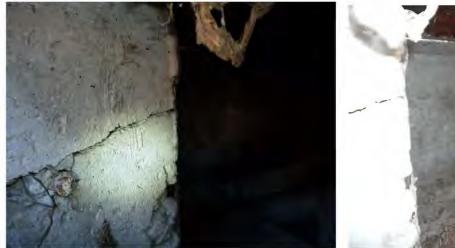
NO Gutters throughout the home. (See picture above)

Exterior Building Cladding

Stucco and wood. Stucco has been patched in several areas and at newer bedroom addition.



Crawl Space





Back bedroom foundation stem walls display heavy cracking. The cracking appears to be separation cracking that goes through the concrete stem wall from side to side. Some stucco batching is also evident on the area/wall. Recommend full investigation.

Floor Framing

Floor beam is loose at the interior closet crawl space. Recommend full investigation by licensed Structural Engineer.





Beam is loose and not sitting on concrete pier.

Door to Outside Space

Wood Front Door, is in good to fair condition. Top hinge is bent and requires replacement. Recommend new owner change all locks after purchase.

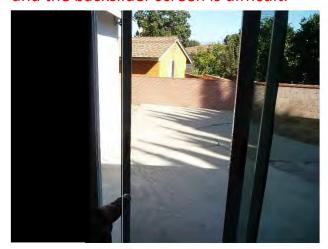


Exterior Windows

A represented number of windows inspected operational and manageable. Recommend buyer to Review all windows.

Window and Screens

Fair condition newer windows to the home. Some of the windows are hard to open and the backslider screen is difficult.





Exterior Overhead Shade Structure

None

Garage Door

New Garage door with Electrical Openers working. Two car garage.

Garage Floor

Fair Condition with visible cracking. These cracking seem to normal to be expected due the age of the house. Recommend Quikrete patching of the holes in the slab.

Separation Wall

There is no verification of ONE HOUR sheetrock/stucco or verification of any fire rating.

Plumbing

We do our best to inspect the visual plumbing system within the time allotted. Our Inspection of the plumbing system includes a visual examination of the exposed portions of the domestic water supply, drain waste, vent, gas lines, faucets, fixtures, valves, drains, traps, exposed pipes and fittings. These items are examined for proper function, excessive or unusual wear, leakage and general state of repair. The hidden nature of piping prevents inspection of every pipe and joint connection, especially in walls, floors and ceiling voids. A sewer lateral test is necessary to determine the condition of the underground sewer lines. This type of test is beyond the scope of this inspection. Our review of the plumbing system does not include landscape irrigation systems, water wells, on site and/or private water supply systems, off site community water supply systems, or private (septic) waste disposal systems unless specifically noted. A qualified specialist prior to the closing of escrow can perform review of these systems. Our inspection of the water heater includes a visual examination of the accessible portions of the tank, gas, electrical and/or water connections, venting and safety valves. These items are examined for proper function, excessive or unusual weap leakage and general state of repair.

Water Heater

The 2013 Yr., 50-gal., Hot water heater appears to be installed properly for the most part. Proper Anchoring of unit to wall is to be I/3 up and 1/3 down for strapping. The PRV piping is extended to the outside of the home.





Kitchen

Recommend turning on all appliances. Countertop overhang is excessive and stove may not line up on center with hood.





Kitchen and Bathrooms Plumbing

There were no leaks detected under, kitchen and bathroom sinks.

Attic Plumbing

Several pipes that extend through the roof, appear to be asbestos.





Water staining on outside of pipe at roof line

Outside Plumbing



Faucet in bird of paradise, handle broken.



The piping needs strapping. (loose)



PVC water piping is not per code

Interior Doors

Newer Panel doors and hardware/lockset in good to fair condition.

Attic

Attic Door

Located in the home's hallway.

Attic Insulation



Observed older insulation and poor coverage. Recommend Insulation to be lab tested for asbestos and add addition insulation coverage to be added.



Pipe requires insulation pipe wrap.

Attic Framing

Framing did not show signs of water stains as observed. There was no mold observed by inspector.

Electrical

We do our best to inspect the electrical system within the time allotted. Our examination of the electrical system includes a visual examination of the exposed and accessible branch circuits, wiring, service panel, over current protection devices, lighting fixtures, switches, and receptacles. Service equipment, proper grounding, wiring methods and bonding are focal points. We inspect for adverse conditions such as lack of grounding and bonding, over-fusing, exposed wiring, open-air wire splices, reverse polarity and defective GFCI's. The hidden nature of the electrical wiring prevents inspection of every length of wire or their connections. Telephone, video, cable, audio, security systems and other low voltage systems were not included in this inspection unless specifically noted. We recommend you have the seller or a specialist demonstrate the serviceability or locations of these systems to you if necessary. Any electrical repairs attempted by anyone other than a licensed electrician should be approached with caution. The power to the entire house should be turned off prior to beginning any repair efforts, no matter how trivial the repair may seem. Aluminum wiring requires periodic inspection and maintenance by a licensed electrician. Operation of time clock motors is not verified. Inoperative light fixtures often lack bulbs or have dead bulbs installed. Light bulbs are not changed during the inspection, due to time constraints. Smoke Alarms should be installed within 15 feet of all Bedroom doors and in Bedrooms. These units should be tested monthly

Main Panel

Main Panel is original to the home, located on the west side of home. Main Panel is single phase 120/240 volts 100 amp.

Original wire and breakers to the home.





Panel requires labeling.

Outlets & Switches

A represented number of plugs were tested, and working. Recommend GFI's to be installed in all parts of the home at or near water per today's code. GFI Plugs Installed but not working/tripping.

Recommend Lic. Electrical Contractor to review the entire home.



No GFI in home

Attic Electrical

No attic lighting. Wiring is original to the home.



Smoke Detectors

General Note: Must be installed and working in all bed rooms and hallways.

Carbon Detectors

General Note: A Carbon detector is NOT in hallway and must be installed. Recommend one to be install in Garage.

Heating

We do our best to inspect the heating system within the time allotted. Our examination of the heating system includes a visual examination of the exposed and accessible heating equipment, thermostat, safety controls, venting and the means of air distribution. Our inspection of the heating system includes activating the heating system via the thermostat and a visual examination of the accessible components listed below. These items are examined for proper function, excessive or unusual wear and general state of repair. Heat exchangers are inaccessible by design, and are not part of the ASHI standards of practice. They must be completely removed from the furnace to be fully evaluated. Our inspection does not include disassembly of the furnace. The inspector cannot light pilot lights due to the liability. The inspector does not test safety devices. To obtain maximum efficiency and reliability from your heating system, we recommend annual servicing and inspections by a qualified heating specialist. Determining the condition of oil tanks, whether exposed or buried, is beyond the scope of this inspection. Leaking oil tanks represent an environmental hazard, which is sometimes a costly condition to address.

Air Handling Unit

Air Handling Unit system was turned on at time of inspection.

Recommend / need a filter in the hallway, and turning on all units before closing of escrow.

Cooling

We do our best to inspect the HVAC system within the time allotted. This is a visual inspection limited in scope by (but not restricted to) the following conditions: - Window and/or wall mounted air conditioning units are not inspected. - The cooling supply adequacy or distribution balance is not inspected. - Pressure tests on coolant systems are not within the scope of this inspection; therefore no representation is made regarding coolant charge or line integrity. - Judgment of system efficiency or capacity is not within the scope of this inspection. - Cooling systems are not dismantled in any way. Secured access covers are not removed. - The interior components of evaporators, condensers and heat pumps are not viewed. - The interior conditions of cooling components are not evaluated. - The presence of leaking refrigerant lines, heat pump oil, etc., is outside the scope of this inspection. Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

Air Conditioning Unit

Window units are not turned on by the inspector and should be turned on to verify they work by owner.





Cooled to approximately 50 deg. Filter required in hallway.

Attic Duct Work





Newer duct though out.

Insulation wrap need.

Interior

Ceiling

Smooth semi- Texture.

Walls

Smooth semi- Texture. Fresh or newer paint throughout the home walls and ceiling.

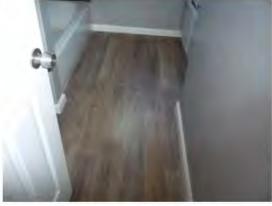
Windows

Newer energy efficient framed windows.

Floors

Simulated wood vinyl. The flooring has bumps through the home, from not being prepped, or cleaned before laying the vinyl. These high spots will result in wear spots over time.





Laundry Room/Area

Located inside the home just inside the garage. Recommend GFI plugs.

Swimming Pool and Spa

N/A

Inspection Conclusion

We are proud of our service, and trust that you will be happy with, the quality of our report. We have made every effort to provide you with an accurate assessment of the condition of the property. However, we may not have tested every outlet and opened every window and door, or identified every problem. Also because our inspection is essentially visual, latent defects could be present. We cannot see behind walls, through wall or in walls. Therefore, you should not regard our inspection as a guarantee or warranty. It is simply a report on the general condition of a property based on the option of the inspector at a given point in time. As a homeowner you should expect problems to occur, roofs will leak, basements may have water problems and systems may fail without warning, we cannot predict future events. For these reasons you should keep a comprehensive insurance policy current.

This report was written exclusively for our Client. It is not transferable to other people. The report is only supplemental to a seller's disclosure.

Thank you for taking the time to read this report and call us if you have any questions.

PRE-Closing Walk Through

The walk- through prior to closing is the time for client to inspect the property. Condition can change between the time of a home inspection and the time of closing. Restrictions that existed during the inspection may have been discovered during the walk through. Client should be thorough during the walk through.

Any defect or problem discovered during the walk through should be negotiated with the owner/seller of the property prior to closing. Purchasing the property with a known defect or problem releases HBI of all responsibility. Client assumes responsibility for all known defects after settlement.

The following are recommendations for the pre closing walk through of your new house.

- 1. Check the heating and cooling system operations.
- 2. Operate all appliances.
- 3. Run water at all fixtures and flush toilets, look for plumbing leaks.
- 4. Have the gas company check the gas meter and check for leaks inside and outside of your home.
- 5. Check the roof for leaks after a rain fall.

You are advised to seek two professional opinions and acquire estimates of repair as to any defects, comments, improvement or recommendations mentioned in the report. We recommend that the professional making any repairs inspect the property further, in order to discover and repair related problems that were not identified in the report. We recommend that all repairs, corrections, and cost estimates be completed and documented prior to closing or purchasing the property, fell free to hire other professionals to inspect

the property prior to closing including HVAC professionals, electricians and engineers or roofers.

Thank You for choosing HBI Inspection for you Inspection needs.

Project Repair Estimation

Worksheet

Address:		Date:	Created by:
Bedrooms:	Bathrooms:	Total Square Footage:	
Asking Price:	After Repair Value:	Total Repair Cost:	Proposed Offer Price:

Inspection Checklist	Yes No	Details	Repair Cost
		EXTERIOR	
Roof?	x	Full Roof: \$300 per/sq (1sq = 100 sf), as a rule of thumb	
Gutters?		Gutters: \$1,000 - \$1,250 on 2000-3000sf home	
Exterior Paint?		Paint: 1,500sf: \$4,000 3,000sf: \$10,000	
Exterior Siding?		Vinyl Siding (labor and materials): 1500sf: \$7,000 3000sf: \$11,000	
		Shingles/Clapboard Siding (labor and materials):	
Windows?		# of Windows x \$270 (standard replacement window, more for bay or odd size)	
		Large Bay Window: \$2,000 - \$3,000 each	
Garage Door(s)?		1 Garage Door: \$1,000 - \$1,400 each (with motor)	
Septic?		\$18,000-30,000 (ballpark)	
Fence?		Wood Fence = \$15.00 per/lf Chain Link Fence: \$10.00 per/lf	
Driveway?		Asphalt: \$4.00 per/sf Gravel/Stone: \$2.00 per/sf	
Yard Landscaping/Cleaning		Clean-up Only: \$250 - \$750 Hourly: \$20-\$25 per hour	
		Basic Clean-up, Mow, Mulch, Stone Path, Trim, Edge for typical \$300k home/lot	
		Small Property: \$2,250 Medium: \$3,500 Large: \$4,000 and up	
Pool Repairs?		Demo Inground: \$5,000 Liner: \$3,000 - \$6,000 (installed)	
		Plaster: \$4,000	
Decks?		New Deck: \$20.00 - \$50.00 per/sf	
		10'x10' = \$2,000	
		INTERIOR	
Heating or Furnace Replacement	11	Replace 1 Furnace: \$4,000 / Boiler is 5,000 - 5,500	1
		Replace 1 Hot Water Heater: \$1,000	
a		Install 1 Zone Baseboard Heater Gut Job: \$4,500 per unit	
Central Air Conditioning Plumbing Repair?		New System w/ Heat: \$10,000 Condensor: \$2,000 Ductwork: \$4,000	
		Plumbing: \$4,000 per floor (new bathroom & kitchen fixtures included)	
		Faucets: Kitchen = \$80 - \$140 Bathroom: \$25 - \$60	
Electrical Repair?		Toilet: \$100 - \$125 Tub w/ Surround: \$500 - \$700	
***	x	New Panel: \$1,500	
		New Service, Panel, Rewire House: \$4,000 per floor	
		Electrical Fixtures: \$100 - \$300k home = \$1,000 - \$1,250 \$300 and up = \$1,250 - \$2,000	
Foundation Repair?		Reframe 1 Support Beam: \$1,000 Bulk Head (installed): \$800 - \$1,000	
Basement Repair?		Seal Basement: \$250 Pour Concrete Floor: \$800 (5yds) or \$100 per yard Set the Floor: 1.00-1.50 per/sf	
Interior paint?	Replace Stairwell: \$1,000 Sump Pump: \$800 Spray (Paint): \$500		
meeror panie.		\$3.00sf, as a rule of thumb	
		1,500sf: \$4500 3,000sf: \$9,000 or more if significant wall repairs needed	

Flooring?	Carpet \$2.00sf	-
	Tile: \$1.75 - \$2.50 per/sf Installation & Material (Cement Board, Thinset and Grout): \$7.00	
	Vinyl = \$5.00sf	
	Hardwood w/ Install = \$7.00 sq ft Sand & Refinish= \$2.50 sq ft	
Kitchen Remodel	Cabinets: Economy = \$3,500 - \$4,000 Mid-Level = \$4,000 - \$5,000 High-End = \$5,500 and up	
	Granite: Economy = \$2,000 - \$2,750 or \$35.00 - \$38.00 per/sf	
	Laminate/Formica = \$800 - \$1,250	
Kitchen Appliance Package	\$100 - \$350K Home: \$2,200 - \$2,500	
(\$350 - \$400K Home: \$2,800 - \$3,000	
Bathroom Repairs	Complete Full Bath: \$3,500-\$4,000 (cabinets, fixtures, electrical and plumbing)	
	Complete Half Bath: \$2,500 (cabinets, fixtures, electric and plumbing) or \$1,000 per fixture	
	Fixtures Only: Full bath \$1,000 Half Bath \$500	
	Vanity: \$250 - \$300 Toilet: \$100 - \$150 Tub/Shower (fiberglass): \$500 - \$700	
	Shower Stall w/ Surround (fiberglass): \$400 Showerhead and Faucet Kit: \$175 - \$250	
Sheetrock Repairs or Replace	Sheetrock and Finish: \$3.00sf	
Insulation	Wall/Floor Insulation: \$1.00 - \$1.50 per/sf Attic (blown in): \$1.00 per/sf	
Doors	Interior: \$200 Per Door (installed w/casing) Exterior Front: \$1,000-\$2,500 (installed) Slider: \$1,000 (installed)	
Basement	Basement Floor (poured): \$100 per sq/yd Seal Basement: \$200-\$400 Sump Pump (installed): \$1,000	
	French Drain: \$150 per l/f Replace Stairs (wood): \$1,500 - \$2,000	
Foundation	Approx: \$8,000 - \$15,000	
	Excavation: \$20.00 per l/f Backfill: \$10.00 per l/f	
	CENEDAL	
Duminatore?	GENERAL \$600 - \$800 per dumpster	
Dumpsters? General Contractor?	General Contractor Fee Typically 10% of Contract Amount	_
Mold Remediation?		_
	Moderate Remediation: \$2,000	
Staging?	Approx. \$2,000 Repair Cost x .10	
Miscellaneous		_
	Total Repair Cost (Auto Calculated, Do Not Overwrite Field):	0.
	DEAL ANALYSIS CALCULATOR	
	Purchase Price:	
	Real Estate Commission on Resale (5%):	\$0.00
	Money Costs for 100% Financing of Purchase Price and Rehab Costs (est. @ 4 points & 8% interest, prorated for 6 months):	\$0.00
	Tax Stamps (\$4.56 per \$1000):	\$0.00
	Insurance (estimated):	
	Town Taxes (estimated):	
	Closing Costs(estimated):	
	Subtotal:	\$0.00
	Estimated Sale Price:	
	Total Profit:	\$0.00

Utilities: City Water / Well Town Sewer / Private Septic Natural Gas / Propane

Heating System: Boiler / Furnace Heating Fuel: Oil / Gas Hot Water Fuel: Gas / Electricity / Oil

H.B.I. Inspections

7. Fee Schedule

Fee Overview:

Home and Structures up to 1,500 sq. ft. per unit,\$1.40 per sq. ft.

Home and Structures over 1,500 sq. ft. per unit, \$1.10 per sq. ft.

Less than $1,000 \text{ sf.} = \$1,500$	2,501 to 3,000 sf. = \$3,300
1,001 to 1,500 sf.= \$2,250	3,001 to 3,500 sf. = \$3,850
1,501 to 2,000 sf.= \$2,220	3,501 to 4,000 sf. = \$4,400
2.001 to 2.500 sf = \$2.750	

Additional Fees:

Historical Homes and Homes over 60-years-old

- A. Interior Add of \$399.00 Per Structure
- B. Exterior Add of \$599.00 Per Structure

Other Fees if applicable:

- C. Detached Garage Add, of \$499.00 each (applicable for garage on first level of one unit)
- D. Basements. Add \$499.00
- E. Under home crawl space, Add \$499.00
- F. Non permitted additions, \$2.00 per sq. ft.
- G. Any sq. footage not-include or disclosed: garages, extra buildings add-on, are at additional fees per cost structure above.
- H. Swimming Pools, Add \$499.00
- I. Material extraction and lab testing. (mold, asbestos, lead paint, radon gas, etc.) \$450.00 per item.
- J. Wells, Pumps, Water Holding Tanks. Negotiated.
- K. Infrared, building envelope. This service is for heat and or air condition loss thru wall and ceilings. Negotiated.
- L. Cost Estimating of Repairs. Fee \$130.00 hr.

All units to be assessable for inspection on day and time of request. Non-assessable building trip charge is at \$200.00 plus milage if access to the units is not available.

Insurance: We have attached a copy of our insurance certification

Primary Contact Person and authorized signor: Darrell Holmes

E-M ail: Darrell@HBlinspections.com Web Site: www.HBlinspections.com

Contact Person: Darrell Holmes Darrell Holmes

Special Inspections: Additional services we provide are listed below.

Certified Solar Inspectors: To separate ourselves from other inspections companies, as far as we know, HBI Inspections, is the only inspection company with certified Solar System Inspectors. This certification from Cal State University, a Six (6) week extensive class on all levels of Solar and Installation. This certification is extremely beneficial to our district clients, as this ensures a trained expert will oversee your investment, as only a certified inspector can.

Hazardous Material Certification: CCR Title 8 Lead, Asbestos, Mold, AirQuality Management, and Radon Gas.

To separate ourselves from other inspection companies and bring additional true value to our clients, we have inspectors certified in Hazard Material to includes Recognition, Evaluation, Protection and Proper Handling of such Hazardous Materials.

Infrared Testing and Examination: This service is for heat and or cool air loss thru wall and ceilings of a building envelope for energy efficiency programs.

Swimming Pool Inspections: This service is for pool, pump condition and filters.

Construction Estimating: We provide in house expert cost estimates of repairs when requested. In addition, we also use third-party estimator for major structural issues, complex roof replacements, concrete, pool repairs etc. These third-party estimators use our home inspection report for takeoffs as it relates to square footage and quantity takeoffs. We have attached a sample of form sheet.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

oci tilloute floraer ill lieu or su	011 011 011 0011 011 (0)1		
PRODUCER		NAME: Tina Cowie	
Cornerstone Specialty	Insurance Services, Inc.	PHONE (714)731-7700 FAX (A/C, No, Ext): (714)7	31-7750
14252 Culver Drive, A2	99	E-MAIL tina@cornerstonespecialty.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Irvine	CA 92604	INSURER A: Valley Forge Insurance Company	20508
INSURED		INSURER B:Transportation Insurance Co	20494
HBI Inspections		INSURER C: Travelers Casualty & Surety Co. of	31194
5972 Crestmont Drive		INSURER D:	
		INSURER E :	
Chino Hills	CA 91709	INSURER F:	

COVERAGES CERTIFICATE NUMBER:17/18 COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000,000
A	CLAIMS-MADE X OCCUR X ADDTL INSRD/PRIMARY	x		6012295677	7/28/2017	7/28/2018	PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 300,000 \$ 10,000
	X BLNKT WAIVER OF SUBRO			Per Form #SB300176C			PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			As Required by Written			GENERAL AGGREGATE	\$ 4,000,000
	JEGI LOC			Contract Contractual Liab Incld			PRODUCTS - COMP/OP AGG	\$ 4,000,000
\vdash	OTHER: AUTOMOBILE LIABILITY			Concractual Blab Hitlu			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS AUTOS NON-OWNED			6012295677	7/28/2017	7/28/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	X HIRED AUTOS X AUTOS						(Per accident)	\$
┢	UMBRELLA LIAB OCCUR	\vdash					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X STATUTE ER	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		6012299700	7/28/2017	7/28/2018	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			002222700	,, 20, 202,	,, 20, 2020	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Professional Liability			106344456	7/28/2017	7/28/2018	Each Claim	\$1,000,000
	Claims Made						Annual Aggregate	\$1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	 0 101, Additional Remarks Schedule, may b	e attached if mor	e space is requir	ed)	

Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER CAN

Santa Monica College Purchasing Department 1900 Pico Blvd. Santa Monica, CA 90405 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie/SGL

Tena Conie

HBI Inspections – Estimated Pricing Table

FULL ADDRESS	⊕ ISI →	TYP - B	BE *	BAT	SF ~	YEA -	SF\$ -		Hist \$ 🕶	Crawl 🕶	Crawl 💌 Detach 🕏	-	Testing	Sewer	-	Repair 🔻	T0	TOTAL -
1008 HOPE STREET	×	MFR	2	1	1,337	خ	\$ 2,250	\$	866	\$ 499		\$	900	\$ 400	\$ 0	520	\$	5,567
1008 HOPE STREET (BLDG 2)	×	MFR	1	1	802	ć	\$ 2,250	\$ (866	\$ 499		\$	006	\$ 400	\$ 0	520	\$	2,567
1008 HOPE STREET (BLDG 3)	×	MFR	1	1	846	خ	\$ 2,250	\$ (866	\$ 499		\$	006	\$ 400	\$ 0	520	\$	5,567
1039 GREVELIA STREET		MFR	1	1	744	1925	\$ 2,250	\$ (866	\$ 499		\$	900	\$ 400	\$ 0	520	\$	2,567
1039 GREVELIA STREET (BLDG 2)		MFR	1	1	944	1925	\$ 2,250	\$ (866	\$ 499		\$	900	\$ 400	\$ 0	520	\$	5,567
1110 GLENDON WAY	×	SFR	5	2	2,916	1908	\$ 3,300	\$	866	\$ 499	\$ 200	\$ 00	900	\$ 400	\$ 0	520	Ş	7,117
1131 COLUMBIA STREET	×	SFR	9	4	5,586	ċ	\$ 4,400	\$ (866	\$ 499	\$ 200	\$ 00	900	\$ 400	\$ 0	520	\$	8,217
1707 MERIDIAN AVENUE	×	SFR	2	1	1,131	1920	\$ 2,250	\$ (866	\$ 499	\$ 500	\$ 00	900	\$ 400	\$ 0	520	\$	6,067
215 FAIRVIEW AVENUE		VACANT																
216 FAIRVIEW AVENUE	×	SFR	2	1	1,380	1910	\$ 2,250	\$ (866	\$ 499	\$ 200	\$ 00	900	\$ 400	\$ 0	520	\$	6,067
217 FREMONT AVENUE	×	SFR	3	2	2,081	1922	\$ 2,750	\$ (866	\$ 499	\$ 200	\$ 00	006	\$ 400	\$ 0	520	\$	6,567
225 FREMONT AVENUE	×	SFR	4	2	1,956	1950	\$ 2,750	\$ (866	\$ 499		\$	006	\$ 400	\$ 0	520	\$	6,067
302 FAIRVIEW AVENUE		SFR	2	1	1,360	خ	\$ 2,250	\$ (866	\$ 499	\$ 20	\$ 009	900	\$ 400	\$ 0	520	\$	6,067
529 PROSPECT AVENUE		SFR	2	1	1,107	1936	\$ 2,250	\$ (866	\$ 499	\$ 500	\$ 00	900	\$ 400	\$ 0	520	\$	6,067
530 ORANGE GROVE AVENUE		SFR	2	2	1,474	1951	\$ 2,250	\$ (866	\$ 499	\$ 200	\$ 00	006	\$ 400	\$ 0	520	\$	6,067
534 ORANGE GROVE AVENUE		SFR	2	1	1,650	1960	\$ 2,250	\$ (866	\$ 499	\$ 500	\$ 00	900	\$ 400	\$ 0	520	\$	6,067
535 MERIDIAN AVENUE		SFR	4	1	3,778	1926	\$ 4,400	\$ (866	\$ 499	\$ 500	\$ 00	006	\$ 400	\$ 0	520	\$	8,217
540 PROSPECT AVENUE		SFR	2	1	1,119	1953	\$ 2,250	\$	866	\$ 499		Ş	900	\$ 400	\$ 0	520	\$	2,567
773 BONITA DRIVE		SFR	2	1	1,102	1926	\$ 2,250	\$ (866	\$ 499		\$	006	\$ 400	\$ C	520	\$	5,567
808 VALLEY VIEW ROAD		SFR	2	2	1,276	1950	\$ 2,250	\$	866	\$ 499	\$ 500	\$ 00	900	\$ 400	\$ 0	520	Ş	6,067
822 VALLEY VIEW ROAD		SFR	2	1	1,118	1938	\$ 2,250	\$ (866	\$ 499	\$ 200	\$ 00	900	\$ 400	\$ 0	520	\$	6,067
885 ONEONTA DRIVE		SFR	2	1	1,114	1924	\$ 2,250	\$	866	\$ 499	\$ 500	\$ 00	900	\$ 400	\$ 0	520	\$	6,067
901 BONITA DRIVE		SFR	2	1	1,032	1924	\$ 2,250	\$	866	\$ 499		⊹	900	\$ 400	\$ 0	520	\$	5,567



City Council Agenda Report

ITEM NO. 24

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Paul Riddle, Fire Chief

SUBJECT:

Public Hearing on Charges Assessed by the County

of Los Angeles Department of Agricultural Commissioner Weights and Measures for the Abatement of Hazardous Vegetation on Respective Parcels of Unimproved Private

Properties Constituting a Fire Hazard

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of pending charges, confirm the 2022 Los Angeles County Declaration List of Charges (LACo Declaration List).

Background

The vegetation management program offered through the County of Los Angeles is available to all 88 cities in Los Angeles County. The City has participated in this program since 2011. The program is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's Office to respond to questions from homeowners relating to brush clearance and hazard abatement procedures.

Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the affected properties on or before February 1, 2022, advising them of the need to maintain parcels free from hazardous vegetation. On February 2, 2022, the City Council adopted Resolution No. 7748, which designated the County as the proper party to give notice to destroy seasonal and recurrent weed abatements which are a fire nuisance. The annual weed abatement notice also advised property owners that the City will be holding two Public Hearings to hear any objections to the program. The first hearing took place on February 16, 2022 and the second will take place tonight during the July 20, 2022 City Council Meeting.

Analysis

On an annual basis, the County of Los Angeles Agricultural Commissioner/Weights and

Public Hearing of 2022 Charges for Weed Abatement July 20, 2022 Page 2 of 2

Measures provides brush clearance and vegetation management services within the City of South Pasadena (City). The vegetation management program inspects unimproved and designated private properties within the City. Owners of properties that are identified in the LACo Declaration List are sent annual weed abatement notices advising them of the requirement to maintain their parcels in fire safe conditions. If the property owners elect not to abate brush and native vegetation fire hazards, the County of Los Angeles facilitates the hazard abatement and assesses fees to recover costs.

The LACo Declaration List identified 90 properties in the City that require an inspection and or clearance of hazardous vegetation.

Fiscal Impact

The City incurs no financial liability for the inspection or abatement of the brush and vegetation on the designated private properties. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

Community Outreach

On or before February 1, 2022, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to property owners of the properties identified in the LACo Declaration List advising them of the Public Hearing.

Public Noticing

Notice was published July 1, 2022 in the South Pasadena Review. In addition, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to affected property owners advising them of the Public Hearing.

Attachments:

- 1. Resolution No. 7748
- 2. 2021 2022 Report on the Cost of Weed Abatement

ATTACHMENT 1 Resolution No. 7748

RESOLUTION NO. 7748

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DECLARING THAT WEEDS, BRUSH, RUBBISH
AND REFUSE UPON OR IN FRONT OF SPECIFIED
PROPERTY IN THE CITY ARE A SEASONAL AND
RECURRENT PUBLIC NUISANCE AND DECLARING
IT'S INTENTION TO PROVIDE FOR THE
ABATEMENT THEREOF

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

- **BE IT RESOLVED THAT,** pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of South Pasadena (City) specifically finds:
- **SECTION 1.** That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.
- **SECTION 2.** That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.
- **SECTION 3.** That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.
- **SECTION 4.** That the private property, together with streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto as "Exhibit A," and by this reference made a part hereof as though set forth in full at this point.
- **SECTION 5.** 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.
- **BE IT THEREFORE RESOLVED,** pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material in and upon and in front of the real property hereinbefore

described constitute and are hereby declared to be a seasonal and recurrent public nuisance that should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to-wit:

NOTICE TO DESTROY WEEDS, REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 2, 2022, the City Council of the City of South Pasadena passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse, otherwise they may be removed and the nuisance abated by County authorities and the cost of removal assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed, and such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a Public Hearing of the City Council of said city to be held at 1424 Mission Street, South Pasadena, CA 91030, in the Council Chamber on February 16, 2022, at 7:00 p.m., where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearings.

Christina Muñoz, Deputy City Clerk

BE IT THEREFORE RESOLVED THAT the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and

abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 16th day of February, 2022, at the hour of 7:00 p.m. of said day, is the day and hour, and the meeting room of the City Council (virtual meeting room pursuant to AB 361 Government Code section 54953, subdivision (e)(3)) of the City of South Pasadena is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 16, 2022.

PASSED, APPROVED AND ADOPTED ON this 2rd day of February, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

Christina Muñoz, Deputy City Clerk

Andrew Jared, City Attorney

APPROVED AS

CITY OF SOUTH PASADENA CITY CLERK'S DIVISION

CERTIFICATION OF RESOLUTION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF SOUTH PASADENA)

I, Christina Muñoz, Deputy City Clerk of the City of South Pasadena, do hereby certify that Resolution No.7748, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 2nd day of February, 2022 by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES: Mahmud, Zneimer, Donovan, Primuth, Cacciotti

NOES: None

ABSENT: None

ABSTAIN: None

Christina Muñoz Deputy City Clerk

ATTACHMENT 2

2021 – 2022 Report on the Cost of Weed Abatement

CITY OF SOUTH PASADENA WEED ABATEMENT CHARGES

KEY	МАРВООК	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
F	5308	002	064	06	654	45.05
F	5308	002	070	06	654	45.05
F	5308	002	072	06	654	45.05
F	5308	020	027	06	654	45.05
F	5308	021	001	06	654	45.05
F	5308	022	002	06	654	45.05
F	5308	022	003	06	654	724.03
F	5308	022	004	06	654	619.75
F	5308	022	005	06	654	45.05
F	5308	022	009	06	654	45.05
F	5308	023	007	06	654	758.79
F	5308	023	008	06	654	45.05
F	5308	023	015	06	654	45.05
F	5308	024	017	06	654	45.05
F	5308	024	034	06	654	1,175.91
F	5308	025	027	06	654	45.05
F	5308	027	007	06	654	45.05
F	5308	027	008	06	654	45.05
F	5308	027	016	06	654	45.05
F	5308	027	017	06	654	45.05
F	5308	027	018	06	654	45.05
<u>·</u> F	5308	027	019	06	654	45.05
F	5308	027	020	06	654	45.05
F	5308	031	001	06	654	843.09
F	5308	031	039	06	654	1,207.03
F	5308	031	040	06	654	1,180.96
F F	5308	031	041	06	654	1,128.82
F	5308	031	041	06	654	1,259.17
F	5308	031	052	06	654	45.05
' F	5308	031	053	06	654	886.54
<u>'</u> F	5308	031	054	06	654	45.05
<u>'</u>	5308	031	055	06	654	851.78
F	5308	032	006	06	654	45.05
F	5308	032		06	654	45.05 45.05
F F	5308	032	009		654	45.05 45.05
F F	5308	032		06 06	654	45.05 45.05
	+		044			
F	5308	032	045	06	654	45.05
F	5308	034	004	06	654	45.05
F	5310	021	009	06	654	686.67
<u> </u>	5310	022	013	06	654	45.05
F	5310	026	010	06	654	45.05
F	5310	026	011	06	654	45.05
F	5311	001	018	06	654	45.05
F	5311	007	019	06	654	45.05
F	5311	800	033	06	654	45.05
F	5311	008	039	06	654	1,041.92

CITY OF SOUTH PASADENA WEED ABATEMENT CHARGES

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
F	5311	009	055	06	654	45.0
F	5311	009	056	06	654	45.0
F	5311	009	057	06	654	45.0
F	5311	009	058	06	654	45.0
F	5311	010	010	06	654	45.0
F	5311	010	012	06	654	45.0
F	5311	010	015	06	654	45.0
F	5311	010	027	06	654	45.0
F	5311	010	028	06	654	45.0
F	5311	010	029	06	654	45.0
F	5311	010	030	06	654	45.0
F	5311	014	042	06	654	45.0
F	5311	014	043	06	654	45.0
F	5311	014	048	06	654	45.0
F	5311	015	005	06	654	45.0
F	5311	015	006	06	654	45.0
F	5311	015	022	06	654	45.0
F	5311	015	023	06	654	45.0
F	5311	017	020	06	654	45.0
F	5311	017	021	06	654	45.0
F	5312	002	005	06	654	45.0
F	5312	002	007	06	654	732.7
F	5312	002	008	06	654	489.4
F	5312	002	009	06	654	854.3
F	5312	002	025	06	654	697.9
F	5312	016	014	06	654	1,323.6
F	5312	016	015	06	654	1,002.1
F	5312	016	016	06	654	45.0
F	5312	016	017	06	654	45.0
F	5312	017	025	06	654	1,215.7
F	5312	017	042	06	654	1,606.7
F	5312	017	043	06	654	1,424.2
F	5312	017	044	06	654	1,528.5
F	5312	017	049	06	654	1,667.6
F	5312	020	012	06	654	45.0
- <u>'</u>	5312	020	012	06	654	45.0
<u>-' </u>	5314	005	017	06	654	45.0
F	5314	005	017	06	654	45.0
F					654	45.0
	5314	005	045	06		
F	5314	006	005	06	654	45.0
F	5314	007	017	06	654	45.0
F	5314	008	014	06	654	45.0
<u>F</u>	5314	018	010	06	654	45.0
F	5314	026	050	06	654	45.0

CITY OF SOUTH PASADENA WEED ABATEMENT CHARGES

	CHARGES	CITY CODE	ZONE	PARCEL	PAGE	MAPBOOK	KEY
50	\$24,907	TOTAL CHARGE		24	OVED PARCELS =	TOTAL UNIMPRO	•
30	\$2,973	TOTAL CHARGE		66	FEE ONLY PCLS =	AL INSPECTION F	TOT
90	\$27,880	TOTAL CHARGES		90	TOTAL PARCELS		



City Council Agenda Report

ITEM NO. 25

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Brian Solinsky, Chief of Police

Alison Wehrle, Management Analyst

SUBJECT:

Review of Resident Request for Addition of a Second Crossing

Guard at the Intersection of Huntington Drive and Marengo

Avenue During the 2022-2023 School Year

Recommendation

It is recommended that the City Council provide direction regarding the request for the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue during the 2022-2023 school year.

Background

Historically, the South Pasadena Police Department has managed the contract for crossing guard services provided by vendor All Cities Management Services, Inc. (ACMS), which has been in place since 2016. Prior to 2016, the City and the Police Department were responsible for the hiring, training, and staffing of crossing guards for the South Pasadena Unified School District. The Police Department was met with frequent staffing challenges due to the difficultly in recruiting for irregular working hours, and in 2016, the City Council approved a contract with ACMS for adult crossing guard services. ACMS holds over 30 years of experience, with 260 existing programs in 25 states, making the company the largest and most experienced crossing guard provider in the country, with contracts in place in a number of Southern California municipalities. ACMS assumes complete responsibility for managing all aspects for crossing guard service and any liability issues that may occur through providing general liability and workers' compensation insurance coverage.

The City has occasionally received requests for additional crossing guards at various locations throughout the City. These requests are typically received from parents of elementary school-aged children. Staff recently received a request for the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue, serving Marengo Elementary School.

Crossing Guard request at Huntington and Marengo July 20, 2022 Page 2 of 4

Analysis

Huntington Drive is an asphalt-paved street which runs east-to-west through the City in both commercial and residential areas, and has a posted speed limit of 40 miles-perhour. Huntington Drive has three lanes of travel in each direction, a concrete center median, dedicated turn pocket lanes with protected turn arrows for both north and south-bound turns onto Marengo Avenue, along with curb parking on the north and south sides of the street. Marengo Avenue is an asphalt-paved street, which runs north-south through residential portions of the City. The speed limit on Marengo Avenue is 25 miles-per-hour, with the exception of the area near Marengo Elementary School on the 1400 block, where the speed limits lowers to 15 miles-per-hour when children are present. Marengo Avenue contains one lane of through traffic in each direction, with dedicated turning lanes at both the north and south approaches to Huntington Drive, and striped class II bicycle lanes.

Police Department staff compiled available data for traffic collisions on Huntington Drive, between Fair Oaks Avenue and Fletcher Avenue for recent years, and the totals can be found below in Table 1, below:

Year	Number of Traffic Collisions
2018	21
2019	19
2020	12
2021	18
2022	6 (Year-to-date)

ACMS currently staffs crossing guards at 10 locations throughout the City, with a projected 6,350 approximate number of billing hours for the 2022-2023 school year. This includes 180 school days per year for both the standard school year and summer school, with adjustments for both early and regular release days. At the agreed-upon hourly rate of \$30.32 per hour for each of the ten crossing guards, the projected cost for the 2022-2023 school year is \$192,511.38.

The first year of the City's final two-year extension of the current contract begins July 1, 2022, and at this time, includes no changes to the number or deployment of crossing guards within the City, as shown below in Table 2 below. In the event of an emergency or unanticipated absence of a crossing guard, Police Cadets or other Police Department personnel may fill in for the vacancy of a crossing guard.

Table 2

Location	School
Marengo Avenue and Rollin Street	Marengo Elementary
Marengo Avenue and Monterey Road	Marengo Elementary
Marengo Avenue and Mission Street	Marengo Elementary

Marengo Avenue and Oak Street	Marengo Elementary
Marengo Avenue and Huntington Drive	Marengo Elementary; shares hours
	with South Pasadena Middle School
Marengo Avenue and Bank Street	Marengo Elementary
Via Del Rey and Camino Cerrado	Monterey Hills Elementary
Fair Oaks Avenue and Oak Street	South Pasadena Middle School
Pasadena Avenue and El Centro Street	Arroyo Vista School
El Centro Avenue and Cawston Street	Arroyo Vista School

Police Department staff has received a quote of \$19,570.95 for the cost of an additional crossing guard, which would require an amendment to bring the annual contract to \$212,082.34. A similar crossing guard request was received in December 2018 for the area of Via Del Rey and Indiana Avenue. A Traffic Engineer was consulted to review the area, and it was determined that the most effective plan of action would be to add paddles to the roadway reminding drivers to yield to pedestrians in the crosswalk.

In 2019, City staff began putting together a draft crossing guard policy for review by the Public Safety Commission and the City Council. The item was originally agendized with the Commission for February, but was removed from the agenda, intending to be returned at a later time. The item was not deemed a priority due to the school shut downs in early 2020, and therefore did not go before the City Council. The City Council may choose to request to review a crossing guard policy for implementation of guidelines for the City. This would establish criteria, while adding consistency and transparency when addressing future requests received.

As an alternative, the City Council could provide direction to City staff to explore a number of traffic engineering options. These options could include the collection of pedestrian count data at the intersection of Huntington Drive and Marengo Avenue during peak school commuting hours as well as a formal review of the intersection by a licensed Traffic Engineer. An Engineer would be required in order to review pedestrian signal timing and other intersection adjustments. For example, an Engineer may reach findings that support the recommendation of a pedestrian-leading interval for signal timing, the removal of north-south crossing on one side of the intersection, modified crosswalk markings or design, etc. The contracted Traffic Engineer would cost approximately \$2,500. Additionally, in some municipalities, the crossing guard service is managed by, or has shared responsibility with, the local school district, which can be further explored with Council's direction.

Fiscal Impact

The cost to add an additional crossing guard to the intersection of Huntington Drive and Marengo Avenue for the 2022-2023 school year would be \$19,570.95, in addition to the Police Department's existing agreement with ACMS. This would bring the total for the year to \$212,082.34, payable out of the Police Department's Contract Services account

Crossing Guard request at Huntington and Marengo July 20, 2022 Page 4 of 4

101-4010-4011-8180. This additional appropriation of \$19,570 would need to be allocated from General Fund reserves.

The costs of Traffic Engineering options may be shared between the Police Department and the Public Works Department. Cost may range from approximately \$500 for pedestrian counts, to approximately \$2,500 for formal review by a traffic engineering firm, notwithstanding implementation of any potential recommended changes.

Alternatives for Considerations

- 1. Direct Staff to return with a draft crossing guard policy to establish criteria for placement of crossing guards.
- 2. Direct Staff to have pedestrian traffic counts conducted at the intersection of Huntington Drive and Marengo Avenue at the start of the regular school year during peak student commuting times during the school day.
- 3. Direct staff to obtain recommendations from a qualified traffic engineering firm to review potential traffic engineering changes such as, but not limited to: leading pedestrian interval signal timing, removal of north-south crossing on one side of the intersection, alternative crosswalk design options to increase visibility, etc.
- 4. Any combination of the above-listed options.

Commission Review and Recommendation

This matter was reviewed by the Public Safety Commission on June 13, 2022. The Commission recommended the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue to the City's contract, and also that the City obtain the services of a licensed Traffic Engineer to review the intersection.

Attachments:

- 1. Current ACMS Contract for 2022-2023 School Year
- 2. Quote for Additional Crossing Guard

ATTACHMENT 1

Current ACMS Contract for 2022-2023 School Year



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 16, 2022 and is between the CITY OF SOUTH PASADENA (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

- 1. This Agreement is for a term which commences on or about July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon.
- 2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's or any of its employees' previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers compensation, and other applicable federal and state taxes.
- 3. The City's representative in dealing with the Contractor shall be designated by the South Pasadena Police Department.
- 4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact, the Contractor for interpretation of that item.
- 5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
- 6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
- 7. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in

which the Services are to be performed.

- 8. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
- Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
- 10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
- 11. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the designee for the City of South Pasadena.
- 12. Contractor agrees to indemnify the City, its officers, employees, agents, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors or omissions of Contractor, its agents, employees, subcontractors, representatives or invitees, provided herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the alleged negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

- 13. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
- 14. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
- 15. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty Dollars and Thirty-two Cents (\$30.32) per hour, per Crossing Guard during the term.

This pricing is based on a minimum of ten (10) sites and upon a projected 6,350 billing hours, unless Contractor fails to perform service.

Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 daysnotice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

16. Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employees to exceed 19 hours per week of service in the performance of this Agreement.

In the event that Contractor of any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 17. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
- 18. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
- 19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

below.	
CITY	CONTRACTOR
City of South Pasadena Docusigned by: Umine Chaparyan Arminé Chaparyan, City Manager	All City Management Services, Inc. By D. Farwell, Corporate Secretary
5/19/2022 Date	Date5/26/22

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written

ATTACHMENT 2

Quote for Additional Crossing Guard

Alison Wehrle

From: Shannon Robledo

Sent: Tuesday, May 17, 2022 11:40 AM

To: Alison Wehrle

Subject: FW: Additional Site Costs (Huntington & Marengo)

Attachments: South Pasadena 2022.2023 Worksheet with additional site.xls

From: David Mecusker [mailto:david@thecrossingguardcompany.com]

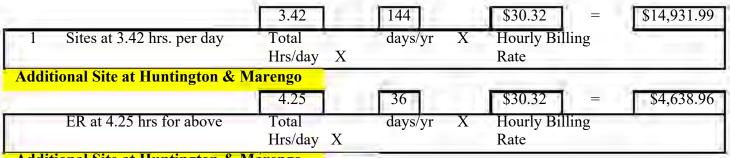
Sent: Tuesday, May 17, 2022 11:23 AM

To: Shannon Robledo <srobledo@southpasadenaca.gov> **Subject:** Additional Site Costs (Huntington & Marengo)

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Sgt. Robledo,

Here is that additional costs annually for the additional site:



Additional Site at Huntington & Marengo

The total costs annually for this site would be \$19,570.95.

I have added an updated worksheet that includes this site along with the others for next year, so that you can get a good idea of the total costs including this site. If this would to be approved please let me know and I will update our services contract for 22/23.



DAVID MECUSKER
MARKETING & CONTRACTS MANAGER

david@thecrossingguardcompany.com Direct (310) 202-8284 Ext. 107

All City Management Services "The Crossing Guard Company" (800) 540-9290 www.acmssafety.com



City Council Agenda Report

ITEM NO. ²⁶

DATE:

July 20, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

H. Ted Gerber, Director of Public Works

SUBJECT:

Discussion and Direction on City Hall Electrification & Related

Improvement Projects

Recommendation

It is recommended that the City Council:

- 1. Provide direction on the City Council's interest in participating in the Southern California Edison (SCE) Charge Ready Program, including consideration of a 10-year commitment to share the cost of installing Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification;
- 2. Provide direction to City staff on developing plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification;
- 3. Provide direction on the City Council's interest in participating in the Clean Power Alliance (CPA) Power Ready Program, including consideration of up to a 20-year commitment, to facilitate installation of solar panels at the Hope/Mound City parking lot and battery backup systems at City Hall to support building electrification:
- 4. Provide direction on the City's participation in the Metropolitan Water District (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;
- 5. Set a date for a public hearing to adopt contracts for energy conservation/alternative energy supply, pursuant to California Government Code Section 4217.10.

Background

The City's sustainable transportation and electrification objectives outlined in the City's Climate Action Plan (CAP), adopted in December 2020. These goals include:

- A municipal-sector goal (CAP M.2) to electrify the municipal fleet and mobile equipment and install electric vehicle charging stations at City buildings;
- A transportation-sector goal (CAP T.1) to increase zero-emission vehicle and equipment to 13% by 2030 and 25% by 2045.

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> An energy-sector goal (CAP E.4) to develop and promote reduced reliance on natural gas through increased clean energy systems that build off of renewable energy development, production, and storage.

The CAP also identifies these initiatives as 'high cost' goals due to the significant infrastructure investments required. Therefore, in 2021, City staff began pursuing project and funding opportunities to implement electrification infrastructure at City Hall, including planning for electric vehicle chargers, photovoltaic solar panels, and battery backup systems. In this effort, City staff worked with Southern California Edison (SCE) and the Clean Power Alliance (CPA) to identify assistance programs to implement electrical infrastructure at City Hall at relatively low cost and substantial benefit to the City. The City also identified an infrastructure-funding program from Metropolitan Water District (MWD) to implement stormwater capture and reuse improvements at City Hall, corresponding to the identified electrification updates.

This item seeks City Council discussion and direction on policy matters related to converting public safety fleet vehicles from gas-powered to electric-powered, and constructing the infrastructure necessary to support this conversion. As South Pasadena's public safety fleet vehicles age beyond their useful service life, there is an immediate need to replace Police Department patrol, detective, and pool vehicles, and Fire Department administrative vehicles. This report focuses on the infrastructure component of this discussion, and the vehicle component is presented in a separate report.

Overview

A description of four program opportunities related to electrification and related improvement opportunities that could be utilized individually or in combination, are listed below.

1. SCE Charge Ready Program (Level 2 Chargers): An opportunity to install thirtyfour (34) Level 2 electric vehicle chargers through the SCE Charge Ready Program in the three parking lots behind City Hall: the Police Department, Fire Department, and City Staff parking lots. For reference, Level 2 chargers can fully charge an electric vehicle overnight. If the Council decides to move forward with this opportunity at a future public hearing, the SCE Charge Ready program requires the City to enter into a 10-year agreement, where the City procures, installs, and maintains the chargers, while SCE funds and installs the electrical infrastructure (transformers, service wiring/conduits, panels and wiring, and meters) to support the chargers. The infrastructure would be owned and maintained by SCE, and the City would need to grant SCE an easement through the parking lot areas. In order to meet SCE's minimum cost-benefit of electrical support infrastructure, thirty-four (34) is the minimum number of chargers required for this installation. The chargers must be powered from SCE's electrical system (not solar or battery) and must be selected from SCE's approved product list. The SCE agreement (Attachment 1) includes certain

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indemnification, liability, early termination costs, demand response, data collection/reporting, and network service provider requirements. The sample easement is included as Attachment 2, and the conceptual installation plan is included as Attachment 3.

- 2. <u>City Installation of Level 3 Chargers</u>: Utilization of General Fund Capital Improvement Program (CIP) designated funds to develop plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification. For reference, Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. Full electrification of the Police fleet would require both Level 3 and Level 2 chargers. Partial electrification of the Police fleet would require at least Level 3 chargers.
- 3. Clean Power Alliance Power Ready Program: An opportunity to install energy resiliency solar photovoltaic panel power generation and battery energy storage backup equipment through the CPA Power Ready Program, described in Attachment 4. The City and CPA identified site is the City owned public parking lot located at the southeast corner of Hope Street and Mound Avenue, across the street from City Hall. The system will support the critical electrical usage at City Hall, but the system will not power SCE Charge Ready Level 2 electric vehicle chargers, if installed. CPA will include the City's site in a portfolio of other member agency sites and issue a competitive Request for Offers to be bid by solar/storage developers, who will construct, install, own, operate, and maintain the installation at their cost. The City will lease the site to the developer for a term up to twenty (20) years. The City will pay less or the same rate for electric service to the CPA, than it would have if it did not participate in the Power Ready program, but with an additional benefit of continued service during power outages, up to four (4) hours of power supply for critical loads. If the Council decides to move forward with this opportunity at a future public hearing, the CPA template agreement (Attachment 5) includes certain procurement, insurance, and indemnification requirements. The CPA's site assessment overview is included as Attachment 6.
- 4. Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program: An opportunity to install new underground cisterns inside the existing City Hall staff parking lot, 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 project also includes improvements and minor alterations to existing landscaping, and an irrigation system to utilize the stored stormwater for landscape irrigation with solar powered pumps. The MWD requires the City to measure and report stormwater capture and use, with a minimum design capture of one acre-foot per year. An overview of the MWD Stormwater for Direct Use Pilot Program is included in Attachment 7. If the Council decides to move forward with this opportunity, the MWD agreement

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(Attachment 8) includes certain procurement, insurance, indemnification, and intellectual property use requirements. Those provisions will be analyzed, and if applicable, negotiated, prior to bringing back for final approval. Conceptual plans for the system are provided in Attachment 9.

Analysis

SCE Charge Ready Program (Level 2 Chargers)

The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and \$436 million in funding, comprised of approximately \$417.5 million for charging infrastructure, \$14.5 million for marketing, education, and outreach, and \$4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. The Charge Ready program supports both local air-quality requirements and California greenhouse gas (GHG) reduction goals, including a 40% reduction of GHG emissions from 1990 levels by 2030 and an 80% reduction by 2050. The program provides financial and technical assistance to expand the charging infrastructure available for electric vehicles (EVs), where SCE non-residential customers apply for EV charger installation assistance for specific sites with SCE accounts. SCE is generally responsible for designing and installing the supporting infrastructure (transformers, service wiring/conduits, and meters), and participants are generally responsible for the selection, purchase, and installation of the charging equipment. However, the City has selected a 'Make-Ready SCE-Built' program option where SCE, at their cost, installs the customer-side equipment including charger electrical panels. conduits, and wires, in lieu of the City procuring its own contractor to install equipment. At present, the program does not support the installation of DC Fast Charging (DCFC) or Level 3 chargers, and only Level 1 or Level 2 chargers are being considered.

The City submitted applications for five (5) sites to be considered for Level 2 chargers:

- City Hall Police, Fire, and staff/public parking lots
- Library/Senior Center street parking
- Parking lot at Arroyo North Park
- Parking within the Maintenance Yard at 825 Mission
- Parking within the Compressed Natural Gas (CNG) Refueling Station and Yard at Stoney Drive / Lohman Lane for Dial-A-Ride buses and City utility vehicles

SCE evaluated each site for compliance with its program criteria, including proximity to transformers, adequate space for installation, public utilization, American Disabilities Act (ADA) access requirements, overall project complexity, cost thresholds, and other goals established by the CPUC.

The Library/Senior Center, Maintenance Yard, and CNG Station project applications were declined by SCE, as they were not viable candidates for cost-effective installations. The Arroyo North Park public parking site is still under consideration and may be a viable site to qualify for the program. The City Hall parking lots with a

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proposed collective count of thirty-six (36) Level 2 chargers, were selected as a viable candidate. This was later updated to thirty-four (34) Level 2 chargers, after a Direct Current Fast Charging (DCFC)/Level 3 electric vehicle charger co-funded by the City and South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC), was installed in the Fire Department parking lot. One basis for this selection was the joint-municipal utilization by police and fire departments, and the availability of the City staff parking lot for public opportunity charging.

The subject parking area behind City Hall is divided into three sections: the Police Department lot to the west, the City staff lot to the east, and the Fire Department lot between the east and west parking lots. The City staff lot will require ADA improvements that will be included in the design and construction performed by SCE. The Police and Fire parking lots will not require ADA improvements, as these areas are not accessible to the general public, and it is assumed that parking spots would be assigned to specific staff members. The conceptual installation plan for all three lots is included as Attachment 3.

Thirty-four (34) electric vehicle chargers would be installed across the three lots, where thirty-four is the minimum number required in order for this site to qualify for Charge Ready program acceptance. The sixteen (16) chargers in the Police Department lot would support the department's transition of twenty (20) internal combustion engine vehicles to battery electric vehicles, while the four (4) chargers in the Fire Department lot would support that department's transition of its two (2) administrative internal combustion engine vehicles, and support other City staff electric vehicles. Fourteen (14) chargers would be installed in the City staff parking lot, and primarily used by City staff during normal business hours, but also available for paid-access public use during all other times.

SCE funds and performs the installation of the necessary transformers, electrical panels, meters, and service wiring/conduits, and the City agrees to operate and maintain the system for ten (10) years, with monthly monitoring. The value of this SCE-funded design and construction work is estimated around \$500,000 to \$700,000. The City is responsible for installing the chargers and charger pedestals or wall mounts. This initial investment is estimated at approximately \$100,000, and has been appropriated from the General Fund by the City Council in the adoption of the annual Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) budget.

SCE has prepared a participation agreement for the City to review (Attachment 1). If the Council wishes to move forward with this program opportunity, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the SCE Charge Ready program as an energy conservation project. If approved, the City must procure the necessary chargers and provide proof of procurement to SCE. SCE will then develop the preliminary design and site plans for the project, which the City must accept – then permitting, design, and construction may begin. The City must grant SCE an easement, a sample of which is

July 20, 2022 Page 6 of 12

included as Attachment 2, and install the charging equipment. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE. From agreement to execution, the process is expected to take about 9 months.

City Installation of Level 3 Chargers

Several parking spaces on the south side of the Police parking lot near the SCE electric meter have been reserved apart from the SCE Charge Ready Level 2 plan, for the installation of additional DCFC/Level 3 electric vehicle chargers to quickly charge patrol vehicles between shifts. A budget of \$250,000 has also been appropriated from the General Fund for this work by the City Council in the annual FY 2022-2023 CIP budget. Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. Full electrification of the Police fleet would require both Level 3 and Level 2 chargers. Partial electrification of the Police fleet would require at least Level 3 chargers.

The selection of this location within the Police Department parking lot was facilitated by its proximity to the station, current use as a patrol set-up area, and proximity to the SCE power supply switchboard and meter for City Hall. The City Hall meter is rated to provide 1000 amperes of electricity, and it is expected that the Level 3 chargers may be able to draw on this supply. However, much of the City Hall electrical equipment is located in the basement of the facility, underneath the central courtyard, and therefore Level 3 charger installation will likely require additional distribution hardware located in the Police Department parking lot, reducing parking space. An unleaded gasoline underground storage tank, which is currently in use, is also located in the Police Department parking lot. Pursuant to the direction provide by the City Council, City staff are prepared to move forward contracting a design professional to develop a plan for Level 3 charger installation at this location.

Clean Power Alliance Power Ready Program

The Clean Power Alliance (CPA) partners with SCE to deliver 'green' energy, including solar, wind, and hydroelectric to communities across Southern California. South Pasadena residents benefit from 100% green power/renewable energy services through the CPA.

In an effort to support community energy reliability, CPA offers a Power Ready program, which could provide the City an energy resiliency installation at no cost as an additional benefit to being a CPA member agency. Through the Power Ready program, City staff and CPA have worked to select City Hall and the adjacent Hope/Mound parking lot site at which CPA will install a solar panel array, battery energy storage system, and the supporting electrical infrastructure needed to interface with the current facility's electrical system. Systems are installed at no cost to the City and no increase to monthly utility payments – including solar, storage, and resilience as additional value to existing electrical utility costs. This additional value is made possible by the electrical energy provided by the solar system and/or battery storage system, CPA's ability to draw power from the batteries during peak demand (CPA Demand Response), and the energy

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arbitrage and the time-of-use configuration utilized to purchase electricity during off-peak lower rates and storing that energy for use during peak rates. In addition, the energy resiliency provided allows the facility to operate critical loads (less than 20% of the full load) for at least four hours during a power outage. The Power Ready program design stipulates that approximately 25% of the Battery Energy Storage System (BESS) capacity be maintained as a "Reserve Capacity" that is always ready for an unplanned outage. The remaining 75% of capacity may be used for daily energy management services, notably energy arbitrage and peak demand clipping.

During the site selection process, City staff nominated sites, considering community benefit, city logistics, emergency sheltering, public access, and communications, among other priorities. CPA's contractor narrowed the selection to a site that would maximize economic value and provide resiliency to the critical loads identified at that site.

CPA's selection criteria considered:

- a single facility/meter served by CPA
- energy resilience need
- community benefit
- a sufficient site energy use for net energy metering (NEM) solar offset
- a means to identify and justify critical loads
- ideal space and electrical utility proximity
- modern switchgear and electrical equipment
- existing energy-efficiency
- the CalFire region or CalEnviroScreen Disadvantaged Community status, and
- an ability to execute a site agreement without major constraints

The City sites considered included City Hall, the Library, and Garfield Reservoir. However, the age and geometric dynamics of the roofs, as well as tree canopy shading, added complications to selecting City Hall or the Library, and the initial evaluation yielded Garfield Reservoir as the priority selection. However, an idea emerged to install the solar panels in the City public parking lot adjacent to City Hall and transfer generated power via underground conduit to City Hall. This arrangement had previously been thought infeasible, as there were several program and regulatory restrictions to implement this configuration, including solar/storage equipment installed on two parcels and across a public right-of-way, aggregating multiple SCE accounts, and transferring power between two sites. South Pasadena's CPA Board Director facilitated a review of these restrictions with SCE, and SCE confirmed that the conceptual design could move forward without any regulatory complication.

During initial feasibility analysis, South Pasadena and CPA's contractor have received acceptance from the SCE planning department to combine the parking lot account and City Hall Complex account into a single account, to erect solar carports in the parking lot, and to use the solar panels to power City Hall loads, connecting the two via an underground conduit running under Mound Ave. In the event of a grid outage, the

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Power Ready goal is to enable some limited critical loads to remain operational. At City Hall, there is a 125 kW gas-powered generator currently backing up many plug loads, lighting loads, dispatch operations, Information Technology (IT) servers, and some additional critical infrastructure. One approach for the solar and storage system is to back up these same critical loads and take priority over the generator, allowing for carbon-free resilience, and relegating the generator to a backup of last resort.

The parking lot adjacent to City Hall can accommodate 230 kilowatts (kW) of photovoltaic solar panels, spread across three multi-vehicle carports. This is projected to generate approximately 400,000 kilowatt-hours (kWh) per year, roughly 75% of the facility's current annual usage of 543,000 kWh (using 2019 interval data). This annual usage would increase after the transition to electric Police and Fire vehicles. The Battery Energy Storage System (BESS) would likely be located in the parking lot on the north, central side of City Hall next to the Fire Department, with a capacity of approximately 167 kW / 667 kWh. Altogether, the Power Ready Program anticipates CPA will install a total of 8 Megawatt-hours (MWh) of storage and 5 Megawatts (MW) of solar systems across member jurisdictions in its two-county service area.

If the Council wishes to move forward with this program opportunity, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the CPA Power Ready program.

Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program The stormwater capture component of the project includes installation of new underground cisterns inside the existing City Hall parking lot, and drainage improvements to redirect stormwater runoff to the cisterns. The project will also feature 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. For this project, Metropolitan Water District (MWD) has extending an opportunity to South Pasadena to participate in its Stormwater for Direct Use Pilot Program, and the City has proposed to integrate the MWD program into the electrification work. This program provides funding to construct projects that can provide stormwater capture and reuse data to MWD to facilitate a better understanding of these types of projects. The MWD grant opportunity requires the project to have an estimated minimum design capture and use of one acre-foot of water (325,851 gallons) per year. To meet this design standard, stormwater drainage capture in the City Hall parking lots and along the roadways surrounding City Hall, would be directed to the underground cistern system. The City has one year from agreement execution to complete installation of metering equipment and begin monitoring, and is then required to continue with three years of monitoring and reporting. The project cost is estimated at \$1,000,000, including a \$500,000 matching grant from MWD. An overview of the MWD Stormwater for Direct Use Pilot Program is included in Attachment 7, and conceptual plans for the system are provided in Attachment 9. Climate Impacts

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Research conducted by the South Pasadena Police Department on United States Environmental Protection Agency (EPA) statistics, shows that each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO₂. On an annual basis, a gaspowered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO₂ emissions. Based on EPA data, the City estimates that existing administrative vehicles in the police and fire department fleets produce approximately 4.6 metric tons of CO₂ emissions annually. As the Police Department seeks direction in replacing existing internal combustion engine vehicles with battery electric vehicles, the City expects to realize an estimated reduction of approximately 2,687 metric tons of CO₂ projected by 2030. These 2,687 metric tons of CO₂ represents 14.5% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO₂, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 23 metric tons of CO₂e (carbon dioxide equivalents).

Facility Concerns

The aforementioned installations will be constructed on City owned property at or near City Hall. Based on the findings of a facility condition assessment conducted in 2017, City Hall, Council Chambers, and the Police and Fire Departments each required significant capital needs for repairs: \$440,000 recommended immediately, and an additional \$315,000 over ten years (in 2017 dollars).

This fiscal year, the City is planning a comprehensive condition, safety, space planning, and functional use assessment of facilities, including the City Hall complex, to develop short-and-long-term facility repair and replacement plans. It is expected that the findings of this assessment may yield significant repair needs for City Hall, in addition to the 2017 findings, if not full replacement of the facility. It should be noted that the SCE Charge Ready and CPA Power Ready program agreements contain requirements that impose a financial liability on the City, i.e. clawback costs, if the agreed period of use for the new infrastructure is not realized.

Given the infrastructure investment considered in this report, it is appropriate to also consider the future facility improvements at City Hall, as well as the short-and-long term projected energy savings. In one view, the future facility infrastructure needs at City Hall may warrant deferring one or more of these projects, until an assessment and/or other projects can be completed. In another view, the immediate public safety vehicle needs, the energy cost savings realized in a short period of time, and the achievement of Climate Action Plan goals, may warrant proceeding with one or more of the projects now, and amortizing the future facility costs into the budget of these projects.

Procurement and Energy Conservation

California Government Code Section 4217.10 allows the City to forego its standard low-bid public procurement process to implement energy conservation, cogeneration, and alternate energy supply projects when in the City's best interest. The Code requires this determination be made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance. If the Council wishes to move forward with the

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SCE Charge Ready and/or CPA Power Ready program opportunities presented, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the program(s). In addition, the Code requires that the City finds the anticipated cost of the energy provided by the facility will be less than the anticipated marginal cost of energy that would have been consumed by the public agency in the absence of those purchases, and that the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

Additional information to assist with the determination on the energy conservation value of these projects will be deliberated at the future public hearing, should the Council decide to move forward with such a hearing. The code grants public agencies great latitude in characterizing components of energy conservation facilities as personal or real property and in granting security interests in leasehold interests and components of the alternate energy facilities to project lenders.

The South Pasadena Police Department has analyzed the economics of transitioning to electric vehicles, and found that energy costs will be reduced more than ten-fold, shifting from \$4,355 in gasoline fuel costs per year to \$336 in electrical energy costs per year. Therefore, including vehicle purchase/lease cost, fuel cost reduction, and maintenance cost reduction, transitioning to an all-electric fleet summates to about a fourth of the current cost, from \$0.40 per mile to \$0.10 per mile (\$0.30 per mile savings). Total savings over ten years are projected at \$312,282. This cost savings is in addition to impacts associated with the 42,198 pounds of carbon dioxide emissions released each year, if not implementing an electric vehicle conversion.

Installation of the electric vehicle chargers will also qualify the City for Low Carbon Fuel Standard (LCFS) credits. The LCFS program is a market-based incentive to reduce carbon impact of California transportation fuels, with goals set by the California Air Resource Board (CARB). Carbon-based fuel importers and refiners must offset the impacts of their product by purchasing LCFS credits from generators and consumers of lower carbon-intensity fuels (i.e. electricity, biofuel, renewable diesel, etc.) to meet compliance. One LCFS credit represents one metric ton (MT) of CO₂ displaced, and the value of a credit changes daily based on the market. Through an environmental commodity broker, the City can generate credit revenue in this program, where one LCFS credit represents approximately 1,200 kilowatt-hours (kWh) of low carbon electrical energy use, valued between \$160 and \$200 each. With electric vehicle battery capacities estimated at 50-80 kWh, the credit generation from charging a full electric fleet each day could yield thousands of dollars in LCFS credits per month in addition to fuel and maintenance cost savings. Overall, combined fuel savings and LCFS credits can save at least \$0.40 per mile with a fully electrified police and fire administrative fleet. This is in addition to the cost savings achieved by entering into one or more of the program opportunity agreements, which will provide the City use of

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equipment costing hundreds of thousands of dollars without the need to purchase the equipment or pay leasing fees.

Commission Review and Recommendation

On December 6, 2021, the Natural Resources and Environmental Commission recommended to the City Council that the Police Department transition their entire vehicle fleet, and the Fire Department transition their administrative vehicle fleet, to battery electric vehicles. This recommendation was made in concert with the Commission's consideration of the electric vehicle charging infrastructure necessary to support this transition through the Charge Ready program.

Fiscal Impact

The SCE Charge Ready program requires the City to purchase chargers, operate and maintain them for ten (10) years, as well as provide networking services for monitoring. City staff expect the initial charger equipment, installation, and ten-year network services procurement to cost approximately \$200,000, after equipment rebates are applied. However, an overall cost savings is expected through energy conservation in the application of one or more of the projects. This evaluation will be discussed at a future public hearing to determine whether the City Council should forego its standard low-bid public procurement process to implement energy conservation/alternate energy supply, should the Council decide to schedule such a hearing.

On June 10, 2022, City staff submitted a grant application to the South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC) Transformative Transportation Strategies & Mobility Solutions Program. The grant program awards funding to innovative and transformative transportation and mobility concepts that not only are effective in reducing air pollution and congestion, but also serve as a reproducible model for other agencies to follow. The City requested \$1,000,000 in grant funding to both finance the infrastructure installations identified in this report, and support the lease/purchase of public safety fleet vehicles.

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.

Environmental Analysis

Environmental impact assessments for the installations are to be conducted by SCE as part of the Charge Ready program and by the developer of the solar and battery storage system as part of the CPA Power Ready program.

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Installation of several Level 3 electric vehicle chargers by the City in the Police Department Parking Lot, where patrol vehicles are already staged or fueled, does not expand current use. Stormwater capture/irrigation equipment for an existing drainage system at an existing facility is a negligible expansion. Therefore, both installations are 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.

Attachments

- 1. SCE Charge Ready Program Charging Infrastructure and Rebate Participation Agreement
- 2. SCE Charge Ready Program Sample Grant of Easement
- 3. SCE Charge Ready Program South Pasadena City Hall Conceptual Plan
- 4. CPA Power Ready Program Fact Sheet
- 5. CPA Power Ready Program Draft Template Memorandum of Understanding
- 6. CPA Power Ready South Pasadena Site Assessment Overview: City Hall, Fire, and Police Complex
- 7. MWD Stormwater for Direct Use Pilot Program Informational Flyer
- 8. 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
- 9. South Pasadena City Hall Stormwater Direct Use Project Conceptual Plan

ATTACHMENT 1

SCE Charge Ready Program Charging Infrastructure and Rebate Participation Agreement

Charge Ready

Charging Infrastructure and Rebate Participation Agreement

This Charge Ready Charging Infrastructure and Rebate Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and, (2) if applicable, remit the Charging Equipment Rebate, and/or the Maintenance and Networking Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and Customer-Side Make-Ready Infrastructure.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Charging Infrastructure and Rebate Program (the "Program").

APPROVED CHARGING PORTS

1. Total Number of Approved Charging Ports:

The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed charging equipment, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE's discretion.

Number of Charging Ports and Power Levels approved by SCE.

Power Level (L1) Port count: 0
Power Level (L2) Port count: 34
Power Level (DCFC) Port count: 0

2. Rebates (if applicable):

2.1. Charging Equipment Rebate

If Program Participant is eligible to receive a rebate for the purchase and installation of charging equipment, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects that rebate values in effect at the time this agreement was issued:

	DAC		Others
Charging Infrastructure and	Excluding		Including
Rebate	Fortune 1000*	Multi-Family	Fortune 1000*
L2	\$2,900	\$1,450	\$725

2.2. Maintenance and Networking Rebate

This rebate option is only available to Multi-Family Property sites located in a designated top quartile DAC. The rebate provides a one-time payment intended to offset the maintenance, networking and warranty costs associated with owning and operating L2 charging equipment. This rebate is intended to cover most of the costs associated with 10 years of the equipment's operation. The total rebate received by Program Participant will not exceed the Program Participant's actual costs.

APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site:

Brief description of the mutually approved location on the Program Participant's Site where Infrastructure will be installed.

Site Description: SCE Infrastructure Upgrade for South Pasadena City Hall Parking

Site Address: 1414 MISSION ST, SOUTH PASADENA, CA, 91030

4. Conceptual Design of the Infrastructure deployment at Program Participant's Site:

Program participant has reviewed and approved the Conceptual Design, as provided by SCE, showing the location within the Site where SCE will deploy the charging infrastructure. MAKE-READY INFRASTRUCTURE WORK

5. The Make-Ready Infrastructure:

If the Program Participant elects to have <u>SCE install the entire Make-Ready</u> <u>Infrastructure</u>, SCE will do so at no cost to the Program Participant. In this case, the Make-Ready Infrastructure will be part of the "Infrastructure" as defined in this Agreement.

☑ SCE-installed Customer-Side Make-Ready Infrastructure.

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Program is subject to the following terms and conditions:

6. **Definitions**:

- 6.1. **AHJ Authority Having Jurisdiction**: The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
- 6.2. **Approved Product List:** The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).
- 6.3. **CalEnviroScreen 3.0 (or its equivalent):** see Disadvantaged Communities.
- 6.4. **Charging Equipment**: Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found on SCE's website at www.SCE.com/APL. See also Power Levels.
- 6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
- 6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

- 6.7. **Charging Ports:** See Charging Stations.
- 6.8. Charging Stations EV Charging Equipment: EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, power cannot be throttled during non-DR events and each port must be able to deliver full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.
- 6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.
- 6.10. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.
- 6.11. California Public Utilities Commission (CPUC): The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- 6.12. CPUC's Transportation Electrification Safety Requirements
 Checklist: The Safety Requirements Checklist applies to CPUCApproved Transportation Electrification Programs and can be
 downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?
 id=6442458882
- 6.13. Customer-Side Infrastructure: See "Make-Ready Infrastructure."
- 6.14. Customer-Side Make-Ready Rebate: The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the Customer-Side Make-Ready Infrastructure work, following the completed

- installation of the Make-Ready Infrastructure and submission of required documentation.
- 6.15. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.
- 6.16. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site status.
- 6.17. **Enrollment Portal**: The website where Program Participants can apply for the Program, check application status, and upload most required documents.
- 6.18. Electric Vehicle Infrastructure Training Program (EVITP)

 Certification: The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit https://www.evitp.org.
- 6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list, subsidiaries of Fortune 1000 companies, corporate stores of Fortune 1000 companies, and international companies with annual revenue at or above the lowest cutoff point in Fortune 1000.
- 6.20. Final Design: Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.
- 6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.
- 6.22. **Grant of Easement**: A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

- 6.23. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- 6.24. Infrastructure: The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the Make-Ready Infrastructure, if the Program Participant elects the self-installed Customer-Side Make-Ready Infrastructure option.
- 6.25. Make-Ready Infrastructure: Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the Make-Ready Infrastructure. The Utility-Side Infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready Infrastructure includes all infrastructure from the new panel that will be set as part of the Utility-Side Infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment. Participants will have the option to have SCE perform the Customer-Side Make-Ready Infrastructure work or perform that work themselves and qualify to receive the Customer-Side Make-Ready Rebate.
- 6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.
- 6.27. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD). The definition for enhance rebate qualifying sites include:
 - 6.27.1.**Residential properties** Structures that are designed to accommodate two or more tenants with shared parking areas.
 - 6.27.2.Apartment Buildings Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.
 - 6.27.3.Retirement Communities, Townhomes, Condominiums –
 Residential communities with shared parking areas managed by an HOA or an equivalent association.

- 6.27.4.**Mobile Home Parks** Residential mobile home communities with shared parking areas.
- 6.27.5. **University & Military Housing** Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
- 6.27.6.**Timeshares** Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
- 6.27.7. Public Parking with Dedicated Overnight Resident Passes –
 Public parking lots designated for nearby multi-family residents for overnight parking. Charging Stations can be open for public use during day-time hours.
- 6.28. **Network Service Provider:** The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements.
- 6.29. **Ports:** See Charging Stations.
- 6.30. **Power Levels:** Charging Equipment Power Levels.

Level 1 (L1) Charging: Low power charging, typically at or below 120 volts.

Level 2 (L2) Charging: Medium power charging, typically delivered between 220 and 240 volts.

Direct Current Fast Charging (DCFC): Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

- 6.31. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details
- 6.32. **Program:** Also referred to as the Charge Ready Charging Infrastructure and Rebate Program. This Program is designed to help Program Participants install the charging infrastructure needed to enable drivers to refuel their light-duty electric vehicles.

- 6.33. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.
- 6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.
- 6.35. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.
- 6.36. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment, meets the qualification requirements for the Customer-Side Make-Ready Rebate, and/or the Maintenance and Networking Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.
- 6.37. **Site:** The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.
- 6.38. **Time-of-Use (TOU) Rate Plans:** Rate plans which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once.
- 6.39. **Utility-Side Infrastructure:** See Make-Ready Infrastructure.

7. Eligibility.

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- 7.1. Program Participant is a non-residential SCE entity with at least one active service account.
- 7.2. The installation site is located in SCE's service territory.
- 7.3. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- 7.4. Program Participant will comply with all Program requirements outlined in the Charge Ready Program Guidelines.
- 8. Additional Representations of Program Participant during the Term of the Agreement.

Program Participant:

- 8.1. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- 8.2. All charging equipment must be selected from SCE's Approved Product List (APL) or otherwise approved by SCE for installation under this Program, in a quantity approved by SCE.
- 8.3. Program Participant agrees to have APL listed charging equipment installed by a qualified C-10 licensed and insured contractor.
- 8.4. Agrees to ensure their EVSE equipment installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.
- 8.5. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- 8.6. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- 8.7. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed and all associated costs will be the responsibility of the Program Participant.
- 8.8. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.
- 8.9. Program Participant authorizes SCE to act on Program Participant's behalf to voluntarily grant a Third Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all

- meters participating in this Program. This authorization expires ten (10) years from the Charging Equipment's In-Service Date.
- 8.10. Program participant authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- 8.11. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- 8.12. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant). The Program Participant also acknowledges that reserved funding may be withdrawn, and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement.
- 8.13. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- 8.14. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Customer-Side Make-Ready Infrastructure, or Charging Equipment Maintenance and Networking program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the Participants costs.
- 8.15. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- 8.16. Participants must enroll in at least one qualifying Demand Response Program.
- 8.17. Agrees to ensure information of newly installed Charging Equipment, if accessible to the general public, will be registered with the US Department of Energy's Alternative Fuel Data Center (https://

- afdc.energy.gov/stations/#/analyze), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- 8.18. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those forms as SCE may request, in order for SCE to process any Rebate Payment.
- 8.19. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- 8.20. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the utility-side, and possibly the customer-side Infrastructure depending on the Participants choice. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
- 8.21. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant's contract with the Charging Equipment Supplier(s) and installers.
- 8.22. SCE will pay the Maintenance and Networking Rebate to qualifying participants following the installation of the Charging Equipment and subject to Program Participant meeting all Program requirements.
- 8.23. For sites that qualify to participate under the Multi-Family Property sites definition by providing Public Parking with Dedicated Overnight Resident Passes, Participant agrees to ensure that overnight parking will be reserved and dedicated for nearby multi-family residents for the duration of the commitment period.

8.24. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

9. Term and Termination:

- 9.1. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
- 9.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).
- 9.3. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 9.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.

10. Indemnification and Liability; No Representations or Warranties

10.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship

of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, Neither SCE nor Program Participant shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- 10.2. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall, at SCE's request, indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- 10.3. Responsibility for Repairs. If Participant -installed equipment damages SCE-owned Infrastructure, Participant will be responsible for any costs

- associated with making any necessary repairs. If SCE identifies an improper installation of Participant-installed equipment, Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.
- 10.4. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant, at SCE's request, shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

11. Miscellaneous

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- 11.1. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Charging Infrastructure and Rebate Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- 11.2. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

- 11.3. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- 11.4. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 11.5. Should a conflict exist between the Charge Ready Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.
- 11.6. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

Name of Program Participant: SOUTH PASADENA, CITY C)F
Name of Program Participant Representative:	

Title of Program Participant Representative:
I certify that the information provided is accurate and complete and that I have authorit to sign this Agreement on behalf of Applicant.
Signature
Date:
AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner no separate signature is required.)
By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement within thirty (30) calendar days after Easement Agreement is provided by SCE.
Name of Property Owner Representative:
Title of Property Owner Representative:
I certify that I have authority to sign this Agreement on behalf of the Property Owner.
Signature
Date:

Endnotes

ATTACHMENT 2

SCE Charge Ready Program Sample Grant of Easement



An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Valuation

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

GRANT OF EASEMENT Vehicle Charging Station

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	SERVICE ORDER XX	SERIAL NO.	MAP SIZE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM XXX APN XX	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/XX	DATE XX

LEGAL DESCRIPTION

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement. However, in no event will the vehicle charging stations be removed unless a structure is constructed in the parking area. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

To the extent Grantee has not commenced the installation of the facilities within one (1) year of the execution date, this easement shall become null and void.

EXECUTED this	day of		, 20	
			GRANTOR	
			GRANTOR	
			Ву	
			Name	
			Title	
	SA	M	ByNameTitle_	
			ly the identity of the individuor validity of that document.	ual who signed the document
State of California)			
County of	_)			
On	before me,		, a Nota	ry Public, personally appeared
	ame in his/her/their aut	thorized capacity(ies)	ibed to the within instrument, and that by his/her/their sig	o proved to me on the basis of t and acknowledged to me that mature(s) on the instrument the
I certify under PENALTY	OF PERJURY under th	he laws of the State of	f California that the foregoing	g paragraph is true and correct.
WITNESS my hand and of	ficial seal.			
Signature		(Seal)		
		2		
		-		DCR

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

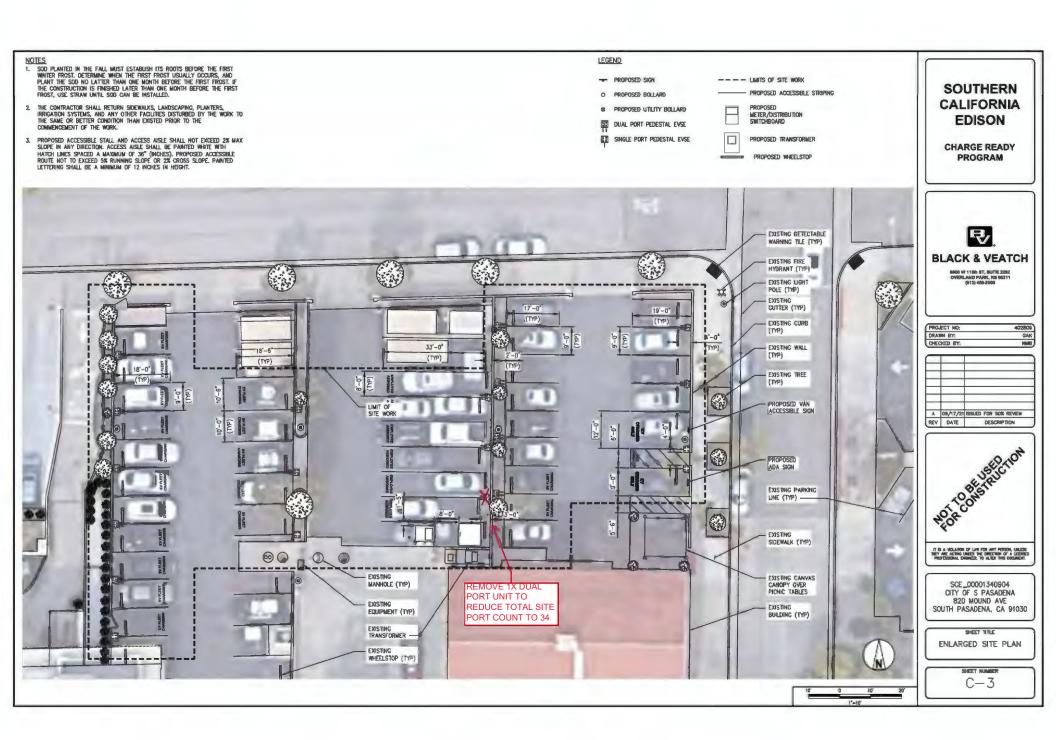
WITNESS my hand and official seal.

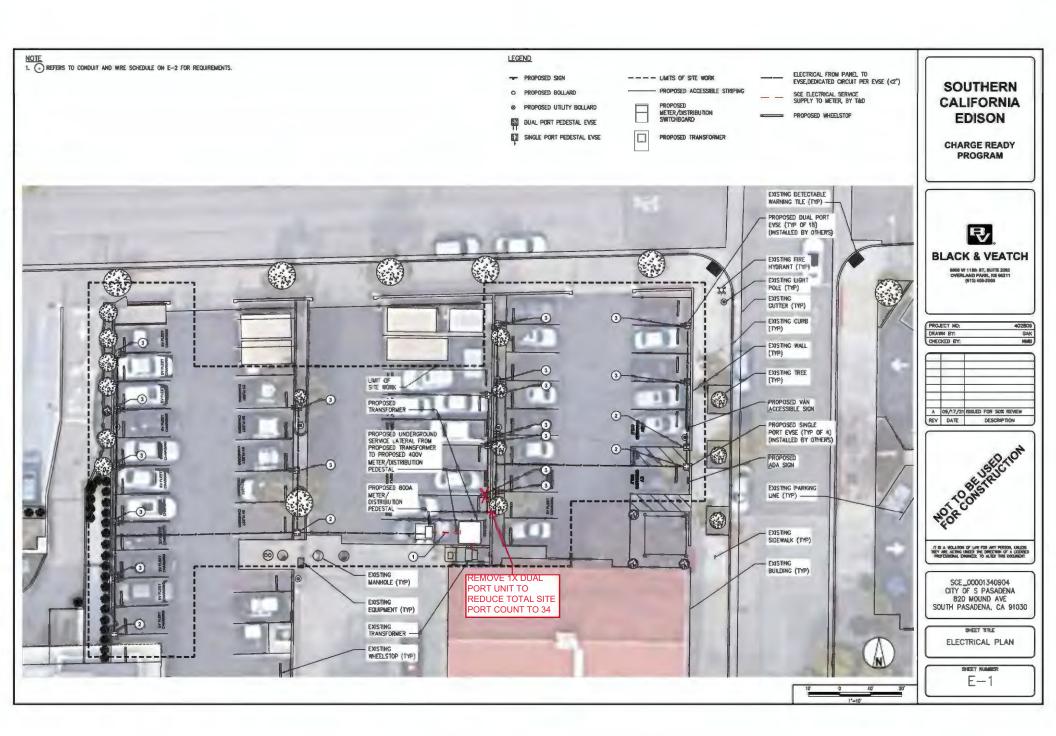
Signature (Seal)

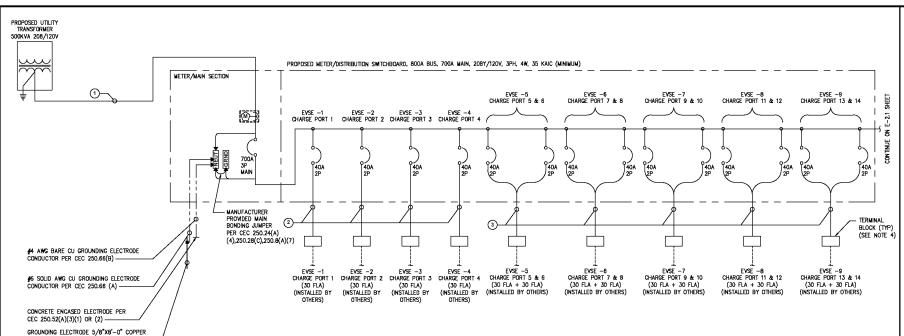
SAMPLE

ATTACHMENT 3

SCE Charge Ready Program South Pasadena City Hall Conceptual Plan







SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM



6800 W 115th ST, SUITE 2292 OVERLAND PARK, KS 66211 (913) 458-2000

PROJECT NO:		402809
DRA	MN BY:	GAK
CHE	CKED BY:	NMB
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_		

A 09/17/21 ISSUED FOR 50% REVIEW

DESCRIPTION

REV DATE



SCE_00001340904 CITY OF S PASADENA 820 MOUND AVE SOUTH PASADENA, CA 91030

SINGLE LINE DIAGRAM

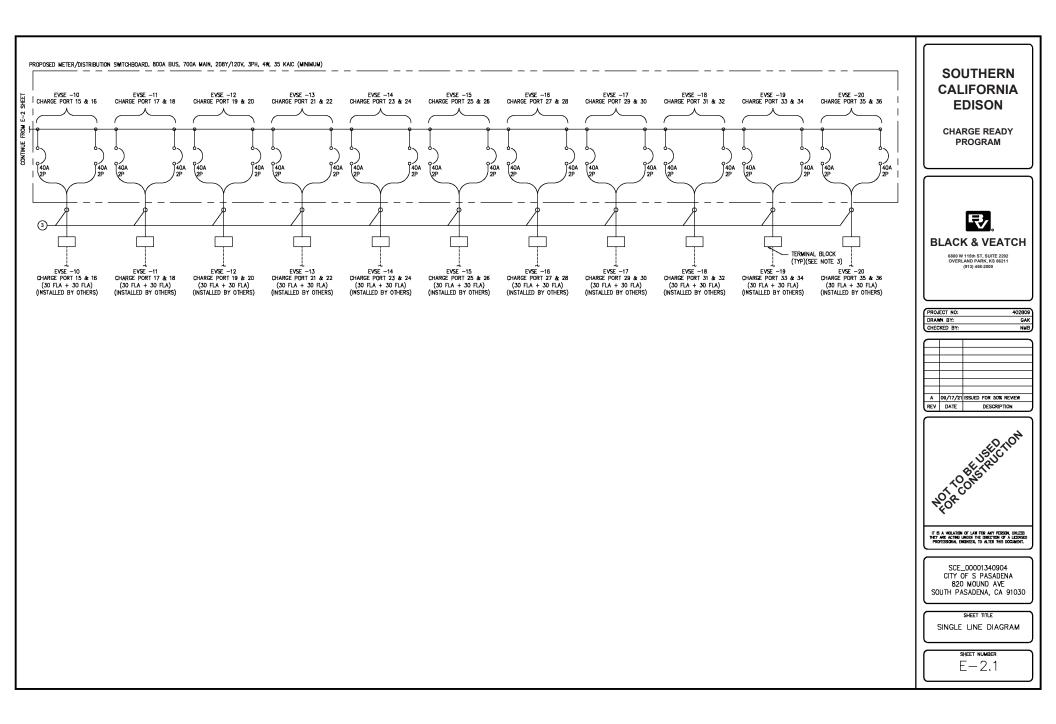
SHEET NUMBER

NOTES

CLAD GROUND ROD INSTALLATION PER CEC 250.52(A)5), 250.3(A) AND 250.68

- STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 125% CONTINUOUS LOAD. 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/CEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
- PER CEC 210.19 (A) INFORMATIONAL NOTE#A, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST OUTLET OF POWER, HEATING, AND LIGHTING LOADS OR COMBINATION OF SUCH LOADS. AND WHERE THE MAXBUUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED SAY.
- 3. CONTRACTOR TO INSTALL TERMINAL BLOCK PRIOR TO CUSTOMER EVSE CHARGING DISPENSER BEING INSTALLED IN PHASE II.

CONDUIT AND WIRING SCHEDULE				
	FROM	TO	CONFIGURATION	
(PROPOSED UTILITY TRANSFORMER	PROPOSED METER/DISTRIBUTION SWITCHBOARD	(PER UTILITY DESIGN)	
2	PROPOSED METER/DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL 8LOCK FOR SINGLE PORT EVSE	(2) #B AWG CU + (1) #B AWG CU EGC IN (1) 1" SCH 40 PVC	
3	PROPOSED METER/DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR DUAL PORT EVSE	(4) #8 AWG CU + (1) #8 AWG CU EGC IN (1) 1" SCH 40 PVC	



ATTACHMENT 4

CPA Power Ready Program Fact Sheet



CPA's Power Ready Program

A CPA member agency benefit program that provides critical back-up power to a facility

What is Power Ready?

The need for backup power systems is growing as power outages become more common than ever with increased wildfires, frequent Public Safety Power Shutoffs, and increased summer grid emergencies due to high heat.

Clean Power Alliance's Power Ready program is a community benefit offered to its member agencies to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that there is a back-up source of energy when there is an outage. CPA is providing this benefit at no cost to member agencies and making participation easy by contracting with a developer/financier to build, own, and operate the systems for 20 years.



Power Ready Benefits

- Back-up power system that provides power from its own source during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs)
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions and noise pollution associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage



For more information contact:

PowerReady@cleanpoweralliance.org





Clean Power Alliance Power Ready Program

Frequently Asked Questions for Member Agencies

1. What is the Power Ready program?

An opportunity to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that critical loads are backed up in an outage. CPA can provide this opportunity at no cost to our member agencies by aggregating a portfolio of member agency sites, CPA is making this opportunity easy for member agencies by contracting with a developer/financier to build, own, and operate the systems for 20 years.

2. Why is CPA offering the Power Ready program?

Power Ready is one of the many community benefits offered to Clean Power Alliance Member Agencies. Member agencies identified a need for resiliency. CPA's Board of Directors developed Power Ready to meet this need for resilience by using the collective purchase power of CPA.

3. What are my benefits as a participant?

- Back-up power system that provides islanded power during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs).
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage
- CPA will promote your agency's participation in this innovative program

4. OK, who pays who?

The amount that member agencies will pay annually will be equal to or less than what they would have paid if they were not participating in the program. CPA uses the solar and storage systems to create optimal bill savings that are used to pay the system cost to the developer, making it possible for us to provide this system to member agencies at no cost.

5. How much energy resilience will CPA provide?

During hours of sunshine, the Power Ready facilities will be as the program name implies.... "Power Ready!" The Power Ready sites will be highly functional during grid outages during "blue sky" periods.

Power Ready has conducted deep dives into each selected facility to determine which loads are critical during the night – "dark sky periods." CPA offers member agencies a minimum of 4-hour "dark sky" duration of critical loads. In most cases, these loads can be managed to extend the "dark sky" duration until the sun rises the next day.

6. How were Power Ready sites chosen?

After a program briefing on suitable sites, member agencies were offered the opportunity to nominate up to five sites for the program and their preferred site. CPA's consultants – EcoMotion - then worked with these sites and staff to determine the best program fit. Note that the site checks included solar and storage spatial analysis, roofing, and switchgear condition.

7. How does the program make buildings more energy resilient? 17. Solar, storage, and sophisticated controls. The facilities can island in the event of a grid outage and maintain critical operations. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system 18. or even solar and storage system. CPA is able to offer this at no cost by aggregating a portfolio of member agency sites.

8. What if the building we choose has a generator?

Many of the facilities in the Power Ready program already have generators. Power Ready brings carbon-free generation and storage to the facility, in some cases making the generators obsolete and improving the air quality of the community.

In other cases, the generators can operate in tandem with the Power Ready system to enhance resilience, cut emissions, and protect against fuel shortage.

9. What kinds of municipal facilities are suited for the program?

City halls, libraries, community centers, public works yards, senior centers... any municipal facility that has sufficient power load that can be profitably offset with solar, and that has a logical use case for the community during emergencies.

10. Will this program lower my electricity bills?

Participation in the Power Ready program is not intended to lower your electricity bills, but it will not raise them either. CPA will ensure that the amount you pay will be equal to or less than what you would have paid if you were not participating in the program. The value of this project is that member agencies get an islanded solar and storage system at no cost for use in an emergency situation. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even a solar and storage system.

Cost to Participate

11. What will it cost to participate in Power Ready? There is no cost for participating.

12. Will I save money?

Power Ready is not intended to save you money on your electricity bills. The value you get is energy resilience at no additional cost. Participating members will pay no more for electricity than they would without Power Ready.

13. How will my bill be computed?

CPA will annually audit your energy bills so that the annual amount paid is equal to or less what your facility would pay had you not participated in the Power Ready program.

14. Will participating in the Power Ready program raise my bills?

No, participants electricity bills will be equal to or less than what they would have been, if they were not participating in the program. Assuming the same general usage, your bills will be the same, increasing only over the years as SCE and CPA rates increase. At no time will the presence of solar or batteries make your bill higher.

More on the Battery

15. How does CPA plan to use the battery?

CPA uses the battery to manage electricity demand in such a way that lowers procurement costs. Strategies such as Net Energy Metering, Peak Demand Reduction, Load Shifting from high Time of Use (TOU) periods to low TOU periods will be handled by CPA. These cost saving strategies make it possible for us to provide you the islanded solar and storage system at no cost.

16. Will the batteries onsite provide grid services?

The primary purpose of the Power Ready program is to provide energy resilience to member agencies' public facilities. A carve-out has been established for every battery storage system such that the program commitment for resilience can be met.

7. How does the program make buildings more energy resilient? 17. Under what circumstances does the facility utilize power from the battery?

If the SCE grid goes down, the member agency will be using both the battery and the solar for emergency power.

18. Is there a portion of the battery that is always on standby for emergencies?

Yes, only 75% of the battery will be flexed by CPA for demand reduction or load shifting. A minimum of 25% percent of the battery is always maintained to meet an unexpected outage. The batteries will be programmed to charge up prior to scheduled outages to give member agencies maximum resilience.

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ATTACHMENT 5

CPA Power Ready Program Draft Template Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as	s of the last date signed below (the
"Effective Date"), by and between	_ ("Member Agency"), the owner or
long-term lessee as described in Section 4.a. of the real	property described in Exhibit A and
referred to herein as the "Site," and Clean Power Alliand	ce of Southern California, a Joint Powers
Authority and Community Choice Aggregation program	("CPA"), referred to individually or
collectively as "Party" or "Parties," is to enroll the Site in	n the CPA Power Ready Program,
described in more detail below	

RECITALS

WHEREAS, CPA desires to support community energy reliability efforts in its service territory through its Power Ready Program (described in the Power Ready Fact Sheet, attached hereto as Exhibit B), which seeks to provide Member Agency with a no-cost energy resiliency project that provides significant community benefit and demand response to CPA, and

WHEREAS, the Member Agency has worked diligently with CPA to determine a suitable site for energy resilience as part of the Power Ready Program, and

WHEREAS, the Member Agency is the owner of the Site identified in Exhibit A, which Member Agency and CPA have identified as a suitable site for the Power Ready Program because the Site serves a critical community function by [briefly describe the specific critical community function], and

WHEREAS, to implement the Power Ready Program, CPA must enter into an agreement with a third-party developer ("Developer"), who will develop behind-the-meter battery energy storage and solar photovoltaic generation energy systems at the sites selected for the Power Ready Program, including the Member Agency Site, and

WHEREAS, CPA intends to issue and administer a competitive Request for Offers ("RFO") to select the Developer, and

WHEREAS, CPA intends to include in the RFO a portfolio of development sites, including the Member Agency Site and sites belonging to other CPA member agencies, which portfolio will be relied upon by developers to submit bids to develop solar and storage on the Power Ready Program sites, and

WHEREAS, developers' bids will include pricing that will be incumbent on the inclusion of the Member Agency Site in the portfolio, and

WHEREAS, the Member Agency will benefit from the installation of the battery energy storage system, which will provide the Site with power during planned and unplanned electrical outages to power certain critical electrical loads,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

1. **Term.** This MOU begins on the Effective Date and ends five (5) years after the Effective Date, at which point, CPA and Member Agency may agree, by mutual written agreement, to extend the term of this MOU.

2. Termination.

a. <u>Convenience</u>. Any time prior to CPA's issuance of the RFO, either Party may terminate this MOU for convenience and without liability to the other Party upon giving the other Party written notice.

b. Default.

- i. After CPA issues the RFO, the Parties acknowledge and agree that either Party's failure to perform any of its material obligations under this MOU shall constitute an event of default and entitle the other Party to terminate the MOU immediately upon written notice of termination.
- ii. Member Agency Default. Member Agency recognizes that its default under this MOU could undermine CPA's implementation of the Power Ready Program for other participating member agencies, invalidate Developer bids to develop Solar+Storage Systems under the Power Ready Program, increase costs of construction and reduce benefits to CPA and other member agencies, or a combination thereof. Member Agency acknowledges and agrees to reimburse CPA for all reasonable costs related to, resulting from, or arising from Member Agency's default including but not limited to any qualified adjustment in the rate price, reasonable fees, or other direct charges that may be assessed by the Developer pursuant to the Power Purchase Agreement, and to be subject to any other remedies that may be available to CPA.
- iii. <u>CPA Default.</u> If CPA defaults, CPA acknowledges and agrees to reimburse Member Agency for Member Agency's reasonably expended costs to prepare the Site for the Solar+Storage System in reliance on the MOU. CPA shall not be liable for any other expenses incurred in reliance on the MOU, any Member Agency personnel time spent in reliance on the MOU, costs to pursue other renewable energy options, or any special or incidental damages.
- iv. <u>Force Majeur.</u> Neither Party shall be liable for any default caused by reason of acts of God including volcanic eruption, landslide, lightning, earthquake, fire, or flood (but excepting reasonably anticipated weather conditions at the Site); explosion, sabotage, or similar occurrence; acts of a public enemy, extortion, terrorism, war, blockage, or insurrection; riot

or civil disturbance; strikes, lockouts, or labor troubles; change in law or regulation; or other cause without fault and beyond the reasonable control of a Party (financial inability excepted).

3. The Solar+Storage System and Its Operation.

a. Construction.

- i. CPA will select a Developer to construct, install, operate, and maintain at the Site a behind-the-meter battery energy storage and solar photovoltaic generation energy system at Developer's sole cost and expense, with the anticipated general specifications set forth in Exhibit A hereto (the "Solar+Storage System" or "System").
- ii. In the RFO, CPA will make clear that Developer is required to comply with all provisions of California law applicable to public contracting, including but not limited to bond requirements and prevailing wage requirements.
- iii. CPA will require the Developer to submit a siting and construction plan for the Solar+Storage System for Member Agency's approval, which shall include a commitment to obtain all necessary permits, a waste management plan, and a statement that Developer will adhere to the applicable building code and all local, state, and federal laws.
- iv. The Parties recognize that the Developer must secure interconnection approval for the Solar+Storage System from Southern California Edison.
- b. <u>Financing.</u> The Parties anticipate that construction, operation, and maintenance of the Solar+Storage System will be financed by a Power Purchase Agreement ("PPA") between CPA and the Developer.
- c. <u>Ownership.</u> The Parties acknowledge that the Developer will own the Solar+Storage System. However, the RFO will include a provision requiring the Developer to provide Member Agency with the opportunity to purchase the Solar+Storage System at the end of the Site Lease term.
- d. <u>Maintenance</u>. The Parties acknowledge that the Developer will be responsible for the maintenance of the Solar+Storage System, and Member Agency will provide reasonable access to Developer.
- e. <u>Control.</u> The Solar+Storage System will be managed and operated pursuant to the terms of the PPA, as set forth in more detail below.
- f. Normal Operations. Except when in Power Outage Operations pursuant to Section 3.g, below, the Solar+Storage System will be managed to meet CPA's needs for demand-side management at its discretion, and such Solar+Storage System management will not impact Member Agency operations.

g. Power Outage Operations.

 The Solar+Storage System will have the ability to generate solar energy and charge the Solar+Storage System during power outages that occur during daylight hours. ii. The Solar+Storage System will be managed to provide power, to the extent reasonably practicable, for certain critical loads at the Site during power outages. The Solar+Storage System will be managed to provide sufficient power to the Site for at least four (4) hours during Power Outage Operations based on the Site's power needs identified at the time the Solar+Storage System is designed.

h. Operations Insight.

 CPA will provide Member Agency continuous access to the Solar+Storage System electricity generation dashboard on the worldwide web or otherwise provide Member Agency with the ability to review the amount of electricity generated at any given time.

4. Member Agency Obligations.

a. Ownership. Member Agency warrants that it is the long-term lessee (with a lease term that does not end earlier than, or that Member Agency has the sole discretion to continue until at least, 2045) or owner of the Site and that it has the power to grant permission for use of the Site as part of the Power Ready Program.

b. Project Development.

- Member Agency agrees to allow CPA's selected Developer to construct the Solar+Storage System at the Site, subject to Developer entering a Site Lease Agreement with Member Agency and subject to Developer receiving all necessary permits and approvals.
- ii. Member Agency recognizes that its Site will be included in a portfolio in support of an RFO to potential developers and that withdrawal of its Site from the Power Ready Program could invalidate developers' bids for the entire program.
- c. <u>Site Function.</u> Member Agency agrees that the Site will continue to serve a critical community function, as described in the Recitals above, for the Term of the MOU. If Site no longer serves a critical community function, or Member Agency wishes to change the Site to a different critical community function than the one described herein, and that different critical community function significantly alters electricity usage at the Site, this may constitute a material change to this obligation. Member Agency must immediately notify CPA of the change and make best efforts to cooperate with CPA in remedying impacts related to the change in use.
- d. <u>Site Lease</u>. Member Agency agrees to enter into a Solar+Storage Site Lease Agreement with the Developer, provided all material terms are agreed upon, or if the Member Agency does not own the Site, then Member Agency will use best efforts to secure a Solar+Storage Site Lease Agreement or any other agreements necessary to secure use of the Site between the Site owner and the Developer

with Member Agency being a third-party beneficiary with a term length up to twenty (20) years. Member Agency shall act at all times in good faith to come to reasonable terms with the Developer and shall not unreasonably condition, delay, or refuse to enter into the Solar+Storage Site Lease Agreement.

Reasonable terms shall include, at a minimum, (a) a reasonable provision providing for indemnification of the Member Agency by the Developer, (b) a requirement the Developer carry reasonable insurance, and (c) a reasonable requirement that the Developer return the Site to its condition prior to the installation of the Solar+Storage System if, at the end of the Site Lease term, Member Agency requests that the Solar+Storage System be removed. Member Agency recognizes that it may not require Developer to pay to lease the Site; the consideration for lease of the Site is installation of and Member Agency's benefit from the Solar+Storage System.

- e. <u>Cooperation</u>. Member Agency agrees to cooperate with Developer to secure necessary approvals for Developer to develop the Solar+Storage System at the Site; however, nothing in this MOU constitutes approval of development of the Solar+Storage System. Member Agency is solely responsible for issuance of any permits, including but not limited to providing necessary information for the selected Developer to acquire permits or to comply with the California Environmental Quality Act, if applicable.
- f. <u>Billing.</u> Member Agency will pay CPA as billed for electric service at the Site under CPA's future Power Ready Rate Structure, which will be developed prior to Member Agency execution of the Site Lease. The future Power Ready Rate Structure is further described in Section 5.c. of this MOU. The Power Ready Rate charged to Member Agency annually will be equal to or less than the amount charged to Member Agency annually under the rate structure that would have otherwise been in place if the Member Agency did not participate in the Power Ready Program.
- g. <u>SGIP Funds.</u> Developer will apply for the CPUC Self Generation Incentive Program ("SGIP") administered by Southern California Edison ("SCE") on behalf of the Member Agency. Member Agency agrees to transfer any awarded SGIP funds to Developer to support financing of the battery energy storage.

5. **CPA Obligations.**

- a. CPA will prepare, issue, and administer the RFO to select the Developer to develop the Solar+Storage System at the Member Agency's and other member agencies' sites. CPA will provide Member Agency a reasonable amount of time to review and provide comment on the RFO prior to issuing the RFO.
- b. CPA will make a commercially reasonable effort to ensure construction of the Solar+Storage System begins no later than June 30, 2023, and will coordinate with Member Agency to determine a mutually agreeable construction schedule.

- However, CPA does not guarantee either (a) that the Solar+Storage System will actually be constructed, or (b) that construction will be free from delays beyond CPA's control.
- c. CPA will provide a construction liaison during construction of the Solar+Storage System that will make periodic on-site visits.
- d. CPA will bill the Member Agency for generation service on a monthly basis under its Power Ready Rate Structure. The on-bill monthly charge will be calculated to approximate projected monthly bill savings generated by the Solar+Storage System. CPA will conduct a true-up of the Member Agency annual electricity costs annually during the April bill cycle and will credit or charge the Member Agency. Member Agency's annual charges will be equal to or less than the amount that would have otherwise been charged to the Member Agency if the Member Agency did not participate in the Power Ready Program.
- e. CPA will provide Member Agency with educational/outreach materials and regular reporting on Solar+Storage System performance.
- 6. **Indemnification.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and its elected officials, officers, employees, members, volunteers, agents, and representatives from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements that may directly or indirectly arise and/or result from the indemnifying Party's gross negligence or willful misconduct. This indemnification shall be only in proportion to and to the extent that such claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon arise from the negligent or intentional acts or omissions of indemnifying Party, and its officers, employees, invitees, or agents.

7. Insurance.

a. The Parties agree to provide and maintain throughout the term of this MOU, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees and contractors for the term of this MOU. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Member Agency's commercial general liability policy, and Member Agency's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial

- general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. The Parties agree to maintain throughout the term of this MOU, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the term of this MOU, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.
- d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.
- e. CPA may waive or change any of the requirements in this Section 7 at its discretion, upon mutual agreement with the Member Agency.
- f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 6.
- 8. **Publicity.** Any publicity generated by either Party related to the performance of this MOU should reference both Parties' contributions. Each Party shall make best efforts to display the words "Clean Power Alliance" and "[name of Member Agency]" in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible). Any piece of publicity, including those mentioned above, must be reviewed and approved by both Parties before issuing a press release. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

Where CPA and Member Agency logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size. No signs may be posted, exhibited, or displayed on or about Member Agency property, except signage required by law or contemplated under this MOU, without prior written approval from Member Agency.

9. General Provisions.

a. <u>Entire Agreement.</u> This MOU represents the full and complete understanding between the Parties as to the subject matter of this MOU, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of the MOU.

- b. <u>Amendment.</u> Any amendment to or modification of this MOU will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this MOU.
- c. <u>Governing Law and Venue</u>. This MOU is governed by the laws of the State of California. Any lawsuits files related to this MOU must be filed with the Superior Court for the County of [insert County where Site located], State of California.
- d. <u>Third Party Beneficiaries.</u> There are no intended third-party beneficiaries of this MOU.
- e. <u>Independent Parties.</u> Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- f. <u>Headings</u>. The headings in this MOU are for convenience only, are not a part of the MOU, and in no way affect, limit, or amplify the terms or provisions of this MOU.
- g. <u>Severability / Partial Invalidity.</u> If any term or provision of this MOU, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this MOU or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this MOU to carry out its intent.
- h. <u>Survival</u>. All provisions which by their nature must continue after the MOU expires or is terminated shall survive the MOU and remain in full force and effect, including but not limited to the indemnification requirement in Section 6 and the insurance requirements in Section 7.
- i. <u>Notices.</u> All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:

[Contact Name]
[Contact Address]
[Email Address]

To Member Agency:

[Contact Name]
[Contact Address]
[Email Address]

- j. <u>Electronic Signatures:</u> This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
- k. <u>Execution in Counterparts</u>: This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

[insert signature blocks]

EXHIBIT A

Not yet included

EXHIBIT B

Not yet included

1460740.2

ATTACHMENT 6

CPA Power Ready South Pasadena Site Assessment Overview: City Hall, Fire and Police Complex



South Pasadena Site Assessment Overview: City Hall, Fire, & Police Complex

Address: 1414 Mission St., South Pasadena, CA 91030

Meter Number: 259000-019260

Solar Size	230 kW	
BESS Size	167 kW / 667 kWh	
Facility Age	Unknown	
Facility Size	≈30,000 ft ²	-
Critical Loads	911 Dispatch Center, IT Servers, plug loads. Some limited EV charging if feasible.	

The South Pasadena City Hall, Fire Department, and Police Department are all housed in the same complex, centrally located in the community. East of this complex, across the street Mound Ave, there is a city-owned parking lot, with lightning loads on their own account (currently on an Edison lighting rate). South Pasadena and EcoMotion have received approval from the SCE planning department to combine the parking lot account and City Hall Complex account into a single account, to erect solar carports in the parking lot, and to use the solar panels to power City Hall loads, connecting the two via an underground conduit running under Mound Ave. The goal is to increase on-site carbon free generation at the facility, as well as create additional resilience for some critical loads in the event of grid outage.

Concurrent with the CPA Power Ready program, South Pasadena is pursuing fleet electrification in stages at this facility. Some DC Fast Charging is already installed (via AQMD grant) on its own electrical service. Additional Level 2 Charging is being installed (via SCE Charge Ready as well as

other electrification programs), with some charging expected to be on its own electrical service, and some expected to be on the existing main service.

Intended Resilience

In the event of a grid outage, the Power Ready goal is to enable some limited critical loads to remain operational. There is a 125 kW generator currently backing up many plug loads, lighting loads, dispatch operations, IT servers, and some additional critical infrastructure.

One approach for the solar and storage system is to back up these same critical loads and take priority over the generator, allowing for carbon free resilience and relegating the generator to a backup of last resort.

Another approach would be to back up other loads not already backed up by the generator, increasing the amount of critical loads capable of operating during a grid outage. The ideal configuration will need to be determined with further input from the city.

Solar System Size and Location

The parking lot across the street (East of Mound Ave) from the City Hall can accommodate 230 kW of PV panels, spread across three carports. This is projected to generate approximately 400,000 kWh per year, roughly 75% of the facility's current annual usage of 543,000 kWh (2019 interval data). Annual usage is expected to increase due to ongoing fleet electrification.

SCE planning has approved plans to consolidate the Parking lot and City Hall service accounts and run conduit under Mound Ave. SCE planning will continue to be involved in this project, in collaboration with the winning bidder.



BESS Size and Location

Our initial optimization suggests an ideal battery size of approximately 167 kW / 667kWh.

The facility has an annual peak kW demand of 131kW; through SGIP, a battery with 4-hour discharge may be sized up to 131kW / 524kWh. The Power Ready program design stipulates that approximately 25% of BESS capacity be maintained as a "Reserve Capacity" that is always ready for an unplanned outage. The remaining 75% of BESS capacity may be used for daily energy management services, notably energy arbitrage and peak demand clipping.

Ideally, the BESS will be sited close to the Main Electrical Service, in the parking lot on the north, central side of the facility. The city has indicated they will be able to site the BESS in this parking lot, giving up a parking space if necessary.

Electrical Infrastructure

The main 1,000A switchboard and meter is located outside, in the parking lot north of the facility, and west of the fire station bays. The backup generator (125 kW) is also located nearby, directly east of the MSB.

The main electrical room is located in the basement of the facility, directly underneath the central courtyard in the front of the facility (southernmost end of the complex). This main electrical room contains the generator ATS, which feeds Switchboard EDS (225 amp bus).

EDS feeds Transformer T1, which feeds Panel BE (lighting loads, phones, and plug loads in dispatch and computer office rooms), and Transformer T9, which feeds Panel BEE (IT Servers and Equipment), all located in this same room.

The single-line provided by the city is out of date: several additional panels have been backed up by the generator, via Switchboard EDS, that are not shown as such on the single line. These additional backup loads include Transformer T2 and Panel 1E, both located in the fire truck bay's restroom (police plug loads, an exhaust fan, and a boiler control).

Additional information regarding critical loads and electrical and building plans are available in the Fulcrum App and Shared Drive.

ATTACHMENT 7

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.

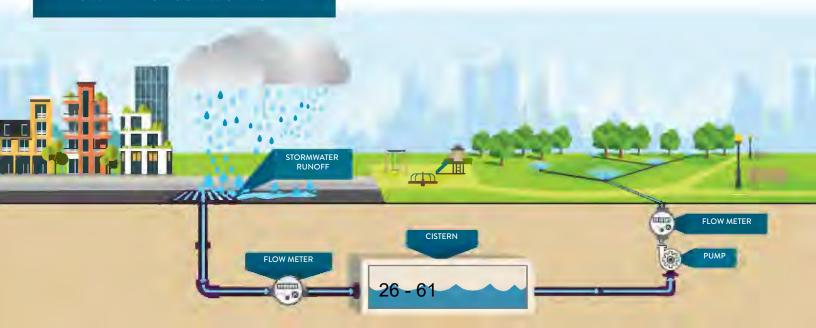
Retrofit projects entail an installation of metering equipment at existing project sites.

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 COMPONENTS		
	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	
	Capped at \$500,000/project		

Timeline

RETROFIT PROJECTS

- 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

ATTACHMENT 8

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

XXXXXX

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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.
- 3. 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

- 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. Scope of Work

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.
- South Pasadena shall be responsible for verifying completion of a consultant's or sub-consultants work in accordance with Exhibit A.

2. Time and Term

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 23 Termination below.

3. Agreement Administrators

a. 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. <u>Independent Contractor</u>

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. Consultants and Sub-consultants

- 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.
- b. 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.
- c. 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. Metropolitan's Maximum Amount Payable and Reimbursement Procedure

- a. 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.
 - ii. 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. <u>Billings and Payments</u>

- a. 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 AccountsPayableBusiness@mwdh2o.com, and provide a copy to the Agreement Administrator at JArm@mwdhwo.com. Any change of address must be submitted in writing to Metropolitan's Professional Services Contracting Team at AgreementAddressChange@mwdh2o.com. 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:
 - i. Consultant's name and mailing address, Rancho Los Cerritos' 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,

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- number of hours worked, description of work performed, total amount due for labor charges.
- d. 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. Reporting Requirements

- 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.
- c. 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.

9. Ownership and Responsibilities

- a. 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 subconsultants, shall not assign or transfer their interest in this Agreement.

12. Use of Materials

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. Intellectual Property

- 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.

14. Representations

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. Legal Requirements

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. Guarantee and Warranty

- a. 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.
- b. 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. Indemnity

- 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 StormwaterDirectUse@mwdh2o.com 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).

- iii. Workers' Compensation insurance as required by the State of California 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:

- i. 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.
- iii. 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: \$1,000,000 per 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:
 - i. 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.

- 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.
 - 4) A copy of the claims reporting requirements must be submitted to Metropolitan for review if requested.

19. Audit

- 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.
 - i. 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

- 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>
 Under the NLRA

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

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Agreement No. ***xxxx****

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. Termination

- 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 non-cancellable 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.
- b. 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").
- b. 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 Attention: Jessica Arm Attention: Thomas A. Love Email: JArm@@mwdh2o.com 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. Severability

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. Waiver

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

a. 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.
- b. 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. <u>Joint Drafting</u>

All parties have participated in the drafting of this Agreement.

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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	Adel Hagekhalil
VALLEY WATER DISTRICT	General Manager
Ву	Ву
Thomas A. Love	Brad Coffou
General Manager	Brad Coffey Group Manager
General Manager	Water Resource Management
	water nessaries management
Date	Date
	10000150 16 70 50011
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	Marcia L. Scully
	General Counsel
D.	D
By Andrew L. Jared	By Sothe Schleng
City Attorney	Setha Schlang Deputy General Counsel
City Attorney	Deputy General Counsel
Date	Date
CITY OF SOUTH PASADENA	
Du	
Ву	
H. Ted Gerber	
Director of Public Works	
Date	
Analyst Initials: agr# - date	
Attachments	

USGVMWD and South Pasadena

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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 landscape irrigation with solar powered pumps.

The Project will capture stormwater from 1.22 acres of roof top and paved parking areas that comprise the cisterns' drainage area. According to records at weather station USW00093134 located at the University of Southern California (USC) downtown Los Angeles Campus, the average annual precipitation for period 1989 to 2019 is 13.93 inches per year. Based on the cistern drainage area characteristics, this results in an average annual runoff of 1.23 ac-ft per year. Long-term daily modeling of the system shows 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 Estimate

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 Savings, ac-ft/yr

Total Stormwater Runoff	Captured Stormwater	Irrigation Water Demand	Water Savings
1.23	1.15	1.19	1.15

3.0 Proposed Monitoring Methods

Project will monitor stormwater capture and water savings by using flow meters at; 1) Inflow to the cisterns, 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	\$	\$20,000
Annual Monitoring Report No. 3 & Final Report	\$	\$20,000
Total:	\$1,020,000	\$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 (cisterns, pipes, pumps, solar), and 4) cost estimate.

Following table shows the preliminary milestone schedule of remaining work for the project.

Preliminary Milestone Schedule

Completion Date
July 2022
August 2022
October 2022
December 2022
August 2023

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 th
Quarter 2 (Apr. 1– Jun. 30)	August 15 th
Quarter 3 (Jul. 1 – Sep. 30)	November 15 th
Quarter 4 (Oct. 1– Dec. 31)	February 15 th

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 TO				INVOL			INVOICE	
Metropolitan Water District of Southern California Accounts Payable Section P.O. Box 54153						INVOICE		
Los Angeles, CA 90054-0	0153							
AccountsPayableBusines	ss@mw	dh2o.com						
AGENCY NAME	INVO	CE DATE		INVOICE NUM	BER	INVOIC	E PERIOD	
ADDRESS			PROJECT	NAME				
CONTACT			CONTACT	PHONE	AGREEN	IENT NUI	MBER	
ELIGIBLE PROJECT-RELA	TED EX	PENSES						
DESCRIPTION OF WORK (e.g., consultant costs a		ING PERIOD COST COST						
-								
MONITORING REPORTS								
REPORT #		SUBMITTED D	ATE				COST	
1								
2								
3								
			TOTAL CO	STS PAID FOR C	LIDDENIT	NIVOICE	\$	
FI	LIGIRI F			P TO \$440,000 (Ş	_
	LIGIDEE			ELIGIBLE REIMB			\$	-
			•	QUESTED AMOU				
				ELIGIBLE REIMB			\$	-
		MA	XIMUM A	AWARD AMOUN	IT			
\$								-
PAID TO DATE		CUMULATIVE REIMBURSABLE REIMBURSABLE COSTS FOR CURRENT INVOICE CUMULATIVE REIMBURSABLE COSTS				NING AWARD ALANCE		
\$-		\$ -	\$ -		\$500,00	00	\$-	
By signing this invoice, a performed for metropol partner invoices.	-							
PROJECT MANAGER								

Exhibit C – Sample Invoice & Budget Tracking Sheet

BILL TO:

Metropolitan Water District of Southern California Accounts Payable Section P.O. Box 54153 Los Angeles, CA 90054-0153

BUDGET TRACKING

PROJECT NAME	INVOICE PERIOD	INVOICE NUMBER	
	AGREEMENT NUMBER		
	хххххх		

A	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)
1	
	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 #1

¹ 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) ²

	the weather patterns from this past year. For example, how many months, 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 water beneficially used	as to how the stormwater was used in this past year. For example, was the or discharged.
	as to how the captured stormwater was managed in this past year. For
example, was the storm use, or other.	water used immediately once captured, stored until cistern was full before

² 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.

User Guide for the Storm Event Database

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		

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?

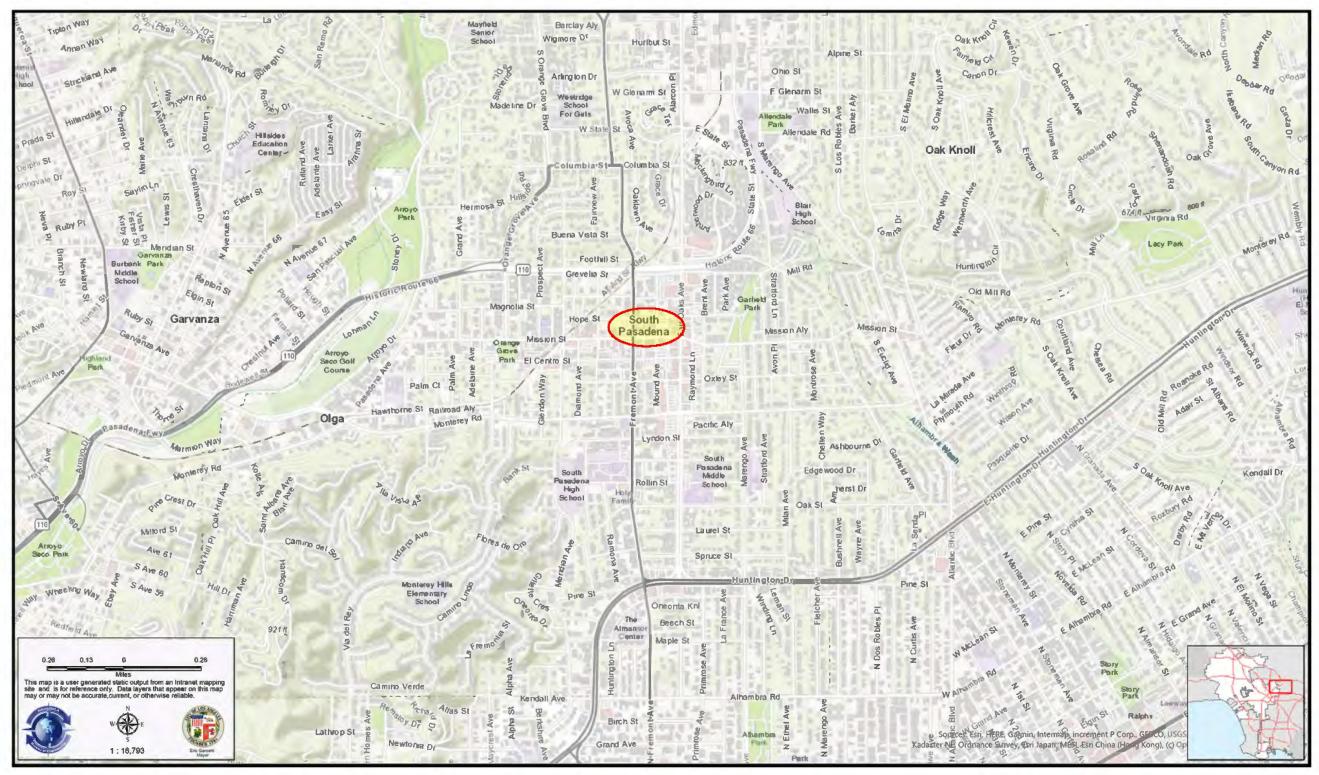
Exhibit G – ACORD Form or Equivalent

ACORD™ CERTIFICATE OF INSURANCE			ISSUE DATE (MM/DD/YY)				
Producer			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
					COMPANIES AFFORDING	COVERAGE	
CODE	SUB-CODE				Company Letter A		
INSURED					Company		
					Letter B		
					Company Letter C		
					Company		
COVERAGES					Letter D		
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LIABILITY CLAIMS MADE	□occur □				PERSONAL & ADVERTISING INJURY	*	
OWNER'S &	оссои.					3	
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					FIRE DAMAGE (ANY ONE FIRE)		
					MEDICAL EXPENSE (ANY ONE PERSON)	\$	
AUTOMOBILE LI					COMBINED SINGLE LIMIT BODILY	\$	
☐ ALL OWNED A ☐ SCHEDULED A ☐ HIRED AUTOS ☐ NON-OWNED A	UTOS				INJURY (PER PERSON) BODILY INJURY	\$	
GARAGE LIABI					(PER ACCIDENT)	\$	
					PROPERTY DAMAGE	\$	
EXCESS LIABILIT UMBRELLA FO	RM				EACH OCCURRENCE	\$	
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CERTIFICATE HOLDER					CANCELLATION		
Metropolitan Water District of Southern California EXP.O. Box 54153, Terminal Annex Los Angeles California 90054 LI RI		EXPIRATDAY LEFT, BU LIABILIT REPRESE	LD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE RATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGA-TION OR LITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR ESENTATIVES.				
				AUTHOR	IZED REPRESENTATIVE		
ACORD					ACORD CORPORATION 1998		

ATTACHMENT 9

South Pasadena City Hall Stormwater Direct Use Project Conceptual Plan





CONCEPT PLANS - NOT FOR CONSTRUCTION

Project Location
1414 Mission St, South Pasadena, CA 91030

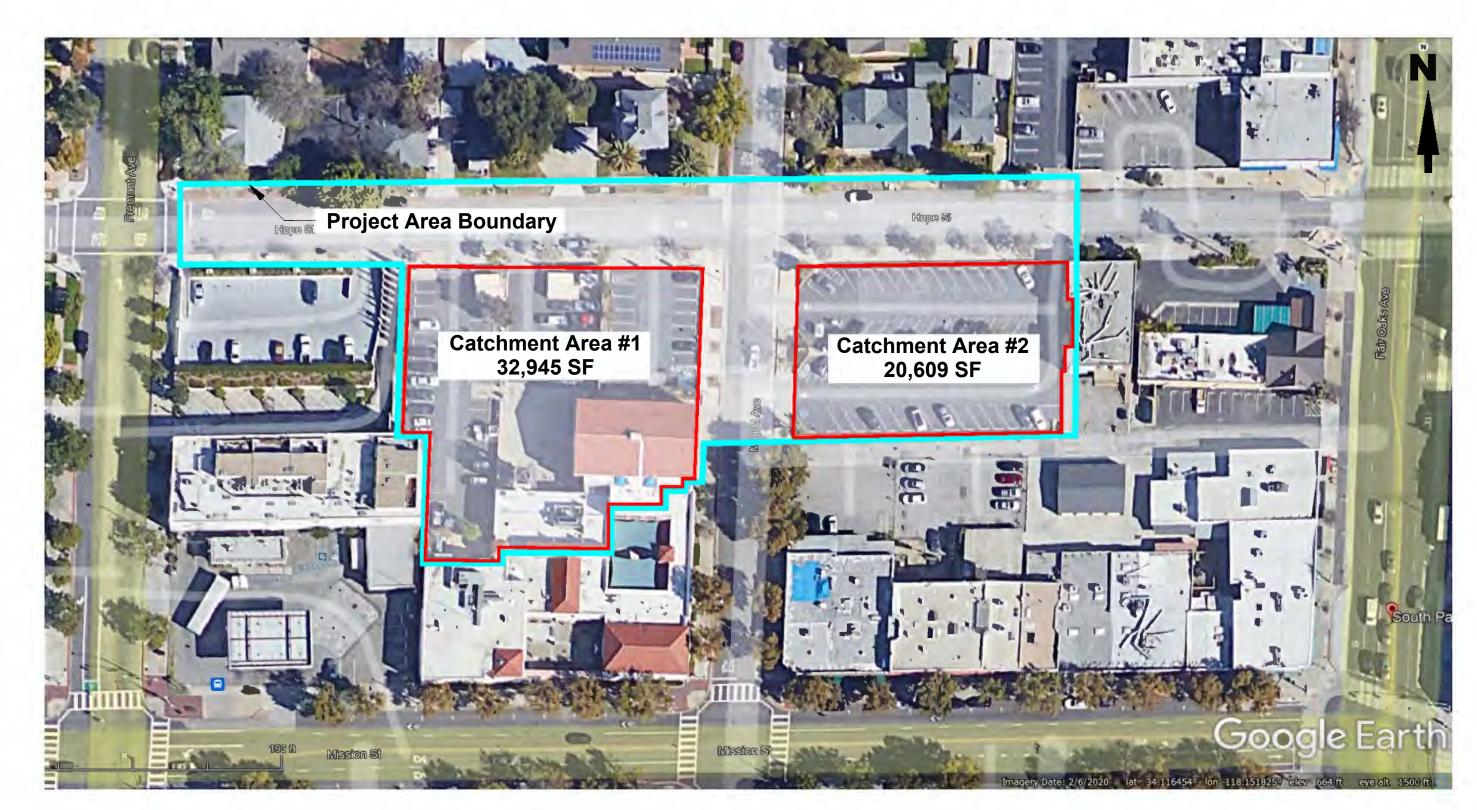
February 8, 2022



MWD Stormwater Direct Use Program

City Hall Stormwater Direct Use Project

City of S. Pasadena



CONCEPT PLANS - NOT FOR CONSTRUCTION

Project Area

S=ITec

S. Pasadena City Hall Stormwater Direct Use Project

MM/DD/YY REMARKS

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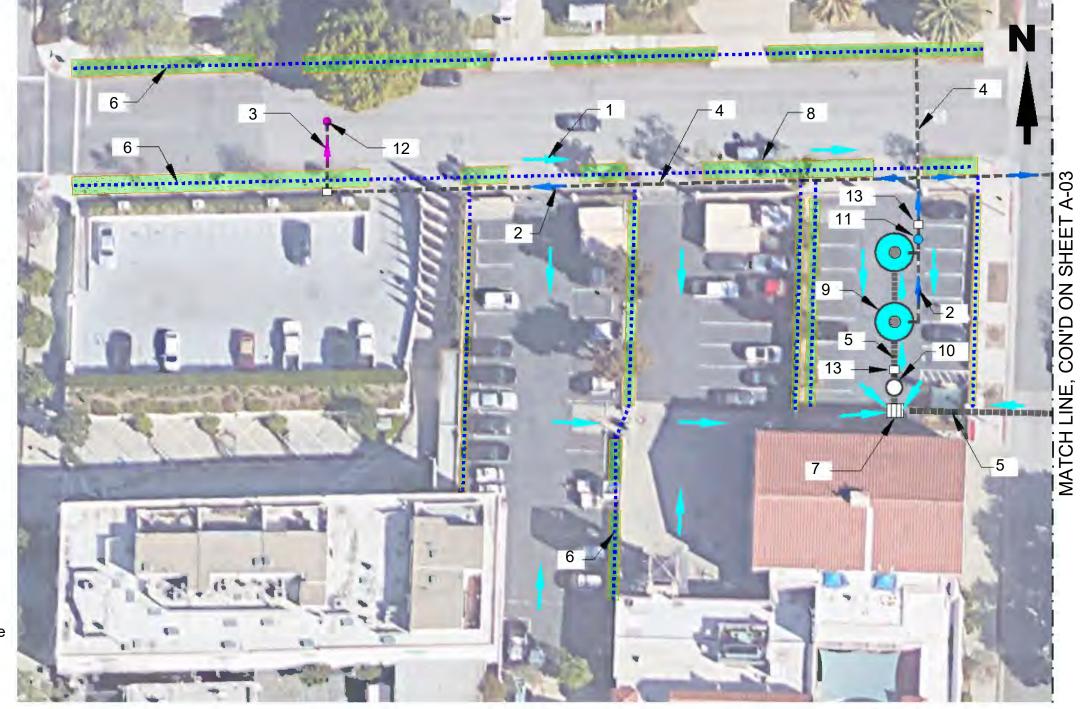
LEGEND

Stormwater flow
 Irrigation water flow
 Discharge to SS
 Pressure pipe
 Gravity pipe
 Underground Irrigation Pipe

7. Catch Basin Planter

9. Underground Vertical Cistern

10. O Inflow Filter
11. Outflow Filter
12. SS Manhole
13. Meter/Valve Box



NOTES

- Total landscaped area and storage volume to be optimized during design
- 2. Planters do not receive stormwater runoff
- 3. Site grading will remain mostly as is
- 4. Cisterns will be fitted with solar powered pumps



CONCEPT PLANS - NOT FOR CONSTRUCTION

Plan - 1 of 2

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S. Pasadena City Hall Stormwater Direct Use Project

MM/DD/YY	REMARKS
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02

LEGEND

1. Stormwater flow
2. Irrigation water flow
3. Discharge to SS
4. Pressure pipe
5. Gravity pipe

6. Underground Irrigation Pipe

7. French Drain 8. Planter

9. O Underground Vertical Cistern

10. O Inflow Filter
11. Outflow Filter
12. SS Manhole
13. Meter/Valve Box



NOTES

- Total landscaped area and storage volume to be optimized during design
- 2. Planters do not receive stormwater runoff
- 3. Site grading will remain mostly as is
- 4. Cisterns will be fitted with solar powered pumps



CONCEPT PLANS - NOT FOR CONSTRUCTION

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Plan - 2 of 2

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S. Pasadena Cit	y Hall Stormwater Direct Use Project	3_ 4

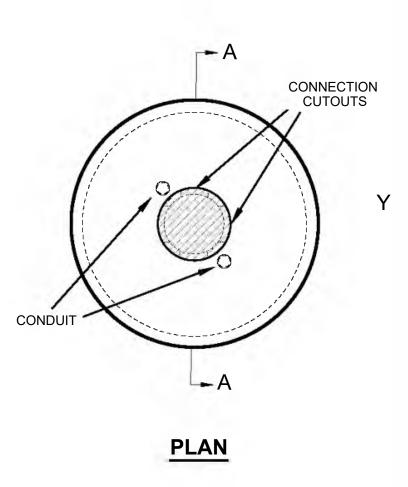
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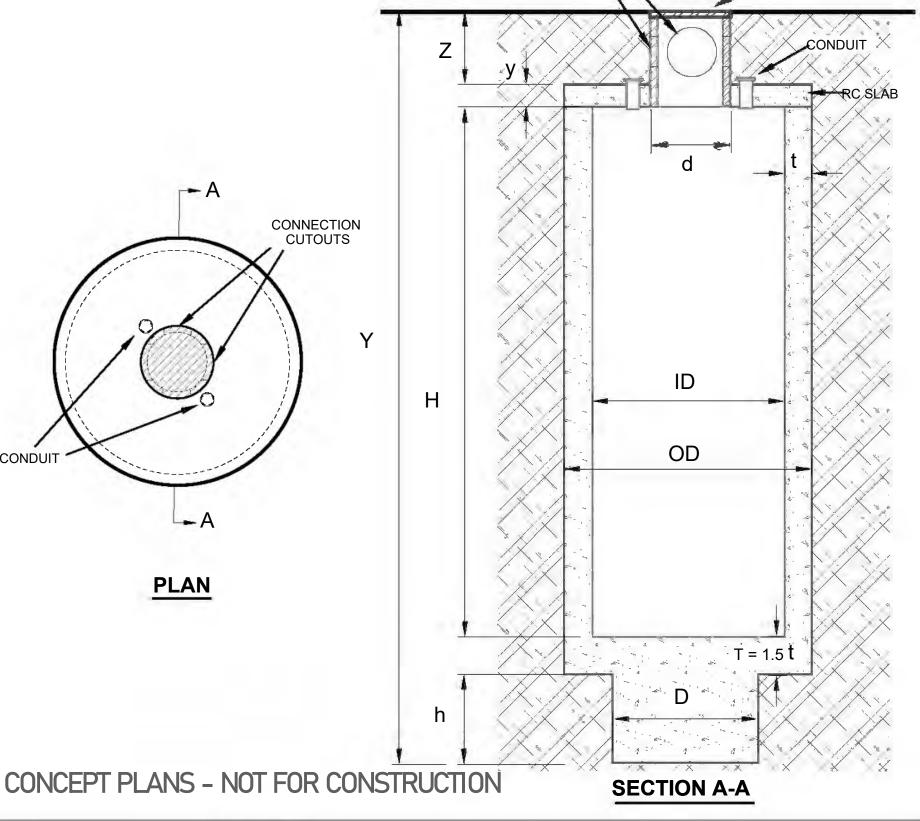
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Specifications

WATERSILO CONTENT	NON POTABLE WATER
NOMINAL CAPACITY, GAL	25,000
MATERIAL	IN-SITU CAST CONCRETE
DESIGN CODE	ASTM C33 / C33M - 18
CONCRETE STRENGTH, PSI	4000
LINER	NONE
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





CONNECTION CUTOUTS

MAIN ACCESS

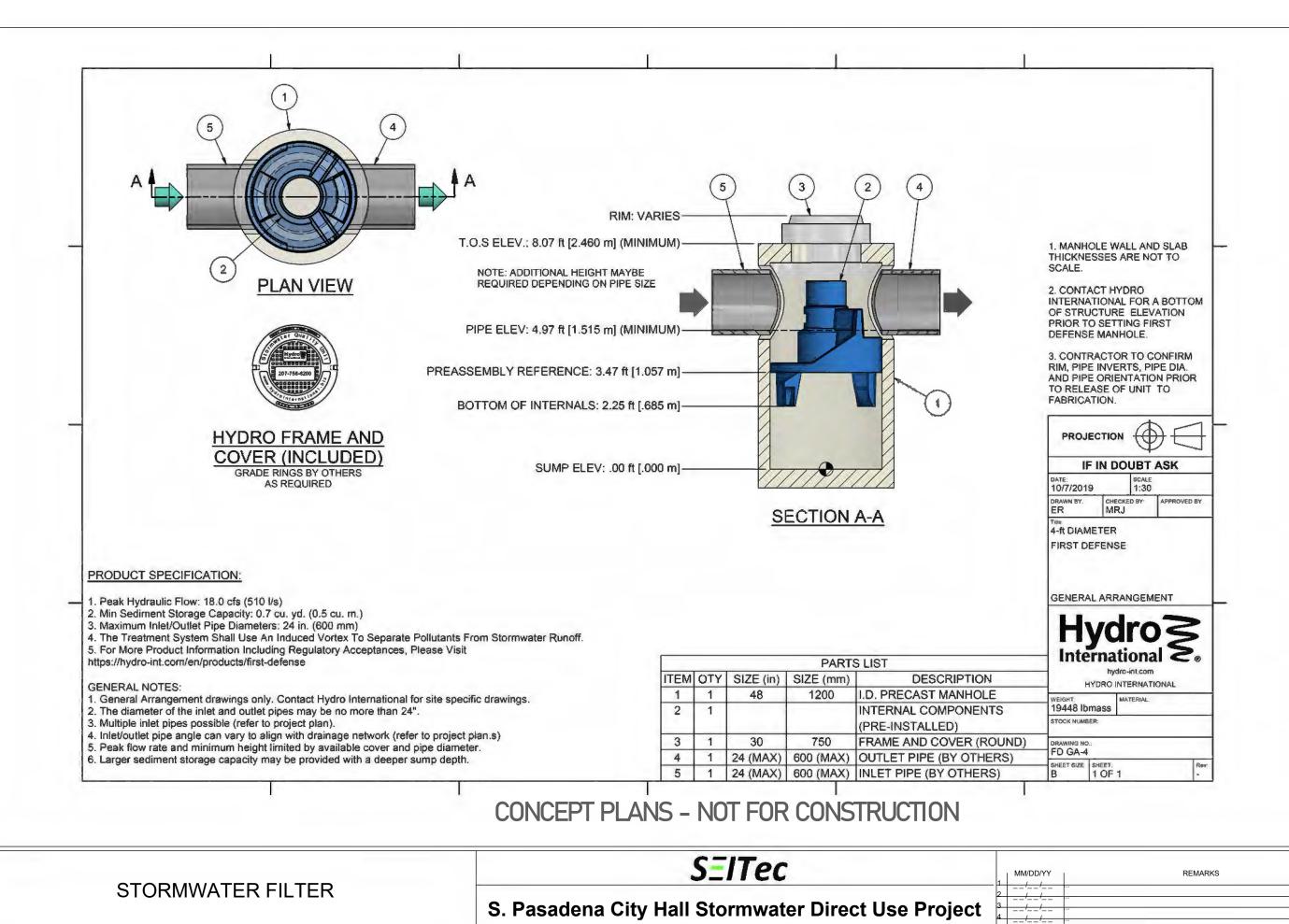
NOT TO SCALE

WATERSILO US Patent No.: US11028611B2 **SEITec**

S. Pasadena City Hall Stormwater Direct Use Project

REMARKS

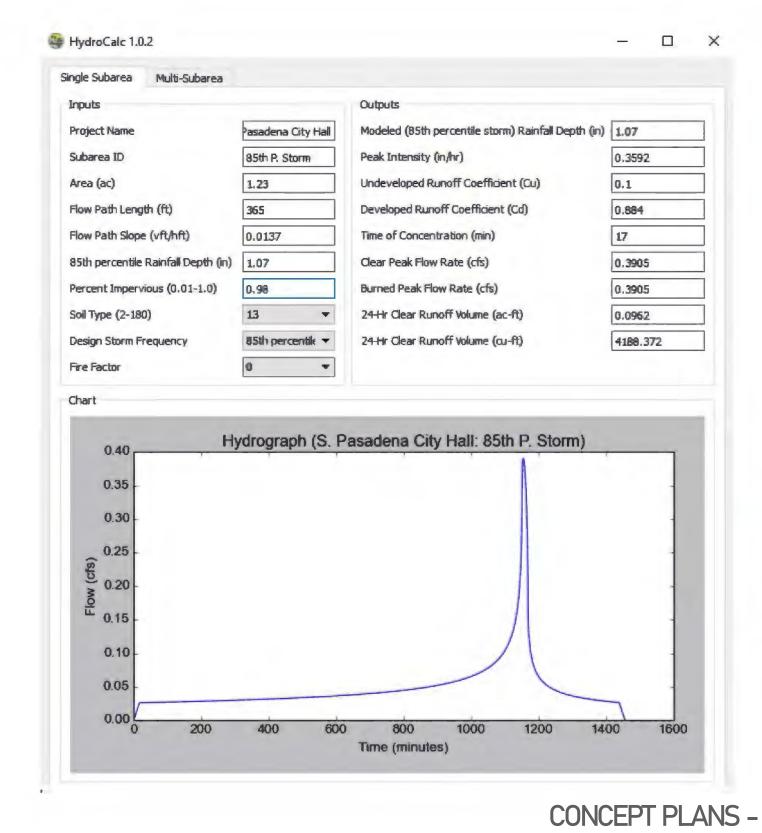
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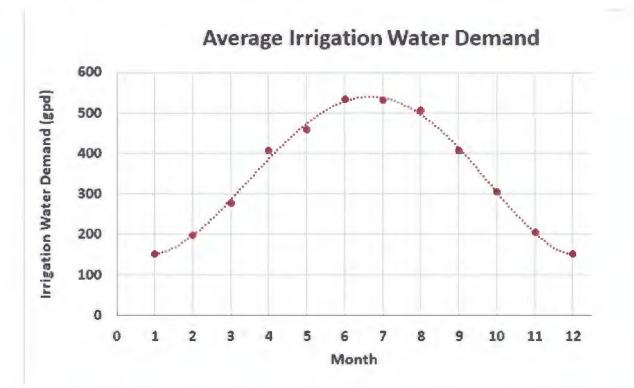


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Long-Term (30-yr) Water Supply Modeling Results

Stormwater Runoff Capture

	Total Stormwater Runoff	Captured Stormwater	Runoff Exceeding Storage	Captured Stormwater Used for Irrigation	Captured Stormwater to SS
ac-ft/y	1.23	1.19	0.05	0.30	0.89
%	100%	96%	4%	25%	75%

Captured Stormwater Direct Use

	Irrigation Water Demand	Captured Stormwater Used for Irrigation	Freshwater/RW Used for Irrigation	Net Water Supply Benefit
ac-ft/y	0.39	0.30	0.09	0.80
%	100%	77%	23%	

CONCEPT PLANS - NOT FOR CONSTRUCTION

HYDROLOGY AND WATER USE MODELING RESULTS

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S. Pasadena City Hall Stormwater Direct Use Project

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