



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

**AGENDA**

**SPECIAL MEETING  
CLOSED SESSION**

**WEDNESDAY, SEPTEMBER 21, 2022  
5:00 P.M.**

**CITY MANAGER’S CONFERENCE ROOM  
1414 MISSION STREET, SECOND FLOOR, 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, CA 91030. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

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

Public Participation may be made as follows:

- In-Person Hybrid – City Hall, City Manager’s Conference Room, Second Floor, 1414 Mission Street, South Pasadena, CA 91030
- Via Zoom – Meeting ID: **226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting

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

**CALL TO ORDER:** Mayor Michael Cacciotti

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

**PUBLIC COMMENT**

**CLOSED SESSION AGENDA ITEMS**

**A. REAL PROPERTY NEGOTIATIONS**

(Government Code Section 54956.8)

- 1. Property Address: 660 Stoney Drive  
 Agency Negotiator: Arminé Chaparyan, City Manager  
 Negotiating Party: Arthur Becerra, South Pasadena Batting Cages  
 Under Negotiation: Price and Terms
  
- 2. Property Address: 920 Lohman Lane  
 Agency Negotiator: Arminé Chaparyan, City Manager  
 Negotiating Party: John Letts, iTennis  
 Under Negotiation: Price and Terms

**B. 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)

**CERTIFICATION OF POSTING**

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **September 21, 2022**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

9/15/2022

/S/

Date

Desiree Jimenez, CMC, Chief City Clerk



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

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

**WEDNESDAY, SEPTEMBER 21, 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, CA 91030. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

The Meeting will be available:

- In Person Hybrid – City Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website - [http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)
- Via Zoom – **Webinar ID: 825 9999 2830**

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

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

**CALL TO ORDER:** Mayor Michael Cacciotti

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** Councilmember Diana Mahmud

**PUBLIC COMMENT GUIDELINES**

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

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

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

Option 3:

Email public comment(s) to [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov).

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. 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 within the first 30 minutes of Public Comment period will be queued up to speak.

**PRESENTATIONS****3. PET ADOPTION – PASADENA HUMANE SOCIETY****4. STAFF RECOGNITION**

Staff Introductions:

Management Services Department:

Desiree Jimenez, CMC, Chief City Clerk

Community Services Department:  
 Melissa Snyder, Community Services Supervisor  
 Melinda Tracey, Management Assistant  
 Melissa Diaz, Management Aide  
 Jennifer Guidos, Management Aide  
 Israel Suarez, Management Analyst

5. **MERCHANT MINUTE – Preppi**  
 Business Owners: Lauren Tafuri and Ryan Kuhlman

## COMMUNICATIONS

6. **COUNCILMEMBER COMMUNICATIONS**  
 Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.
7. **CITY MANAGER COMMUNICATIONS**
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 \$19,748.42; GENERAL CITY WARRANTS IN THE AMOUNT OF \$442,212.29; ONLINE PAYMENTS IN THE AMOUNT OF \$611,055.05; PAYROLL IN THE AMOUNT OF \$911,411.31**

### Recommendation

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

10. **MONTHLY INVESTMENT REPORT FOR JULY 2022**

### Recommendation

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

11. **ADOPTION OF A RESOLUTION APPROVING A NEW PUBLIC WORKS JOB DESCRIPTION, CLASSIFICATION AND SALARY SCHEDULE CREATION OF FACILITIES AND PARKS SUPERVISOR; AND APPROVAL OF A SECOND SENIOR MAINTENANCE WORKER**

### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE FOR THE FACILITIES AND PARKS SUPERVISOR

### Recommendation

It is recommended that the City Council:

1. Approve the reclassification of the Facilities Supervisor and Parks Supervisor to one Facilities and Parks Supervisor position; and
2. Approve the addition of a second Senior Maintenance Worker from the cost savings of consolidating the Facilities and Parks Supervisor positions.

**12. AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH WEST COAST ARBORISTS, INC. IN THE AMOUNT OF \$705,500 FOR URBAN FORESTRY SERVICES****Recommendation**

It is recommended that the City Council:

1. Award a contract to West Coast Arborists, Inc. to provide urban forestry services to the City for an annual amount of \$705,500 for urban forestry services for:
  - a. Fiscal Years 2022-2023, 2023-2024, and 2024-2025, or
  - b. Fiscal Year 2022-2023, with an option to renew the agreement in years 2023-2024 and 2024-2025;
2. Appropriate an additional \$155,000 from the General Fund to Park Maintenance Contract Services Account No. 101-6010-6410-8170-000 to sufficiently fund services for the City's urban forest, as well as as-needed services for events or special requests; and
3. Authorize the City Manager to enter into a maintenance agreement with West Coast Arborists, Inc. and execute any related documents.

**13. AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH BASE HILL, INC. FOR THE MONTHLY AMOUNT OF \$16,885 FOR JANITORIAL SERVICES****Recommendation**

It is recommended that the City Council:

1. Award a contract to Base Hill, Inc. to provide janitorial services to City facilities, and authorize the City Manager to enter into a maintenance agreement with Base Hill, Inc. for a monthly amount of \$16,885, and periodic work at proposed hourly rates as needed for janitorial services for:
  - a. Fiscal Years 2022-2023, 2023-2024, and 2024-2025, or
  - b. Fiscal Years 2022-2023, with an option to renew the agreement in years 2023-2024 and 2024-2025; and
2. Appropriate an additional \$15,400 from the General Fund to Facilities Maintenance Contract Services Account No. 101-6010-6601-8180-000 to sufficiently fund monthly janitorial services for the City's facilities, as well as as-needed services for events or special requests.

**14. AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH CIVICPLUS IN THE AMOUNT OF \$29,709.50 FOR COMMUNITY SERVICES DEPARTMENT MANAGEMENT SOFTWARE****Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager to execute the attached agreement with CivicPlus in the amount of \$29,709.50 for Community Services Department Management Software; and
2. Transfer \$50,000 in State and Local Fiscal Recovery Funds from Account No. 101-3010-3041-8020 (Finance - Special Department Expense). to Account No. 101-8030-8031-8180 (Community Services - Contract Services) to fully fund the agreement.

**15. AGREEMENT WITH NEOGOV FOR SUBSCRIPTION SERVICES TO ENHANCE HIRING AND EMPLOYEE MANAGEMENT EFFICIENCIES****Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager to Execute an Agreement with NEOGOV, for subscription services to enhance the recruitment, onboarding and employee efficiency, in the amount of \$51,222.29, for the period of October 3, 2022, through June 30, 2024; and
2. Transfer \$51,229.29 in State and Local Fiscal Recovery Funds from Account No. 101-3010-3041-8020 (Finance- Special Department Expense) to Account No, 101-3010 to fully fund the agreement, with funds for the second year of subscription services rolling over to Fiscal Year 2023-2024.

**ACTION / DISCUSSION**

**16. CLEAN POWER ALLIANCE POWER READY PROGRAM**

**Recommendation**

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding with the Clean Power Alliance to participate in the Clean Power Alliance Power Ready Program, which facilitates installation of solar panels at the Hope/Mound City parking lot and battery backup systems at City Hall to support building electrification.

**17. POLICE DEPARTMENT FLEET ELECTRIC VEHICLE LEASE AND SOUTHERN CALIFORNIA EDISON (SCE) CHARGE READY PROGRAM**

**Recommendation**

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Participation Agreement with Southern California Edison (SCE) to participate in the SCE Charge Ready Program, which facilitates installation of Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification, and a 10-year commitment by the City to provide and maintain the chargers;
2. Authorize the City Manager to enter into a Master Lease Equity Agreement between the City of South Pasadena and Enterprise Fleet Management Inc.;
3. Authorize 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., authorize appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc., and a 15% project contingency, and authorize \$31,124 for the vehicle lease account deficit payment, for a total of \$719,000;
4. Provide direction to City staff on developing plans to install one or more Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification; and
5. Authorize the City Manager to execute related documents on behalf of the City.

**INFORMATION REPORTS**

**18. CITYWIDE OPERATIONAL STATUS UPDATE**

**Recommendation**

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

**PUBLIC COMMENT – CONTINUED**

**19. 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**

October 5, 2022	Regular City Council Meeting	7:00 p.m.
October 19, 2022	Regular City Council Meeting	7:00 p.m.
November 2, 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](http://www.southpasadenaca.gov/CityCouncilMeetings2022)


Regular meetings are live streamed via the internet at:

[http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](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](mailto: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](mailto: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 **September 21, 2022**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

9/15/2022	/S/
Date	Desiree Jimenez, CMC, Chief City Clerk





# City Council Agenda Report

ITEM NO. 9

**DATE:** September 21, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

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

**SUBJECT:** **Approval of Prepaid Warrants in the Amount of \$19,748.42; General City Warrants in the Amount of \$442,212.29; Online Payments in the Amount of \$611,055.05; Payroll in the Amount of \$911,411.31**

### Recommendation

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

### Fiscal Impact

#### Prepaid Warrants:

Warrant # 315118-315123	\$	6,175.27
ACH	\$	13,573.15
Voids	\$	0

#### General City Warrants:

Warrant # 315124-315201	\$	289,047.44
ACH	\$	153,164.85
Voids	\$	0

#### Payroll Period Ending: 09/02/2022

Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	0
Wire Transfers Out – To (Acct # 1936)	\$	0
Online Payments	\$	611,055.05

#### RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,984,427.07</u>
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**Commission Review and Recommendation**

This matter was not reviewed by a Commission.

**Explanation of Terms**

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

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

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

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

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

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

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

Attachments:

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

**ATTACHMENT 1**  
**Warrant Summary**

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

Date 9/21/2022

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	4,242.02	235,045.97
Insurance Fund	103	-	71,410.64
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	-
Local Transit Return "C"	207	-	562.58
TEA/Metro	208	-	-
Sewer Fund	210	-	40.94
CTC Traffic Improvement	211	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	-
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	524.55
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	9,742.87
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	2,820.00
Sewer Capital Projects Fund	310	-	-
Water Fund	500	614.74	121,064.74
Water Efficiency Fund	503	-	1,000.00
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	14,891.66	-
<b>Column Totals:</b>		<b>19,748.42</b>	<b>442,212.29</b>

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
RSA	227	-	-
<b>RSA Report Totals:</b>		<b>-</b>	<b>-</b>

**City Report Totals:** 461,960.71

Payroll Period Ending: 09/02/2022	911,411.31
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Online Payments	611,055.05
Voids - Prepaid	-
Voids - General Warrant	-

**Grand Report Total:** 1,984,427.07

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Deputy City Manager-Finance

**ATTACHMENT 2**  
**Prepaid Warrant List**

# Accounts Payable

## Check Detail

User: calvarez  
Printed: 09/13/2022 - 4:35PM



Check Number	Check Date		Amount
<b>CSD3014 - Ca. State Disbursement Unit</b>			
315118	08/31/2022		
Inv	PR 08/19/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/17/2022	PR Batch 81922.08.2022 Garnishment Case # FAMSS - 1406906		814.15
Inv PR 08/19/2022 Total			814.15
315118 Total:			814.15
<b>CSD3014 - Ca. State Disbursement Unit Total:</b>			
			814.15
<b>FHCM5011 - Foothill Communications</b>			
315119	08/31/2022		
Inv	INV5862		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/23/2022	Annual Service and Repair of Communication Equipment for Police		3,000.00
Inv INV5862 Total			3,000.00
315119 Total:			3,000.00
<b>FHCM5011 - Foothill Communications Total:</b>			
			3,000.00
<b>SSDV2018 - Sandoval, Sheila</b>			
0	08/31/2022		
Inv	PR 08/19/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/17/2022	PR Batch 81922.08.2022 Garnishment - Sandoval		956.03
08/17/2022	PR Batch 81922.08.2022 Sandoval - Garnishment		322.43
Inv PR 08/19/2022 Total			1,278.46
0 Total:			1,278.46
<b>SSDV2018 - Sandoval, Sheila Total:</b>			
			1,278.46

**Check Number**    **Check Date** **Amount**

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Total: 5,092.61

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# Accounts Payable

## Check Detail

User: calvarez  
Printed: 09/13/2022 - 4:36PM



Check Number	Check Date	Amount
<b>AIR6010 - Airgas USA LLC</b>		
0	09/12/2022	
Inv	9991252695	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Oxygen Supplies: AUGUST 2022	445.05
Inv 9991252695 Total		445.05
0 Total:		445.05
<b>AIR6010 - Airgas USA LLC Total:</b>		
<b>MNBL8170 - Crestline Software, LLC dba MuniBilling</b>		
0	09/12/2022	
Inv	16216	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2022	Credit Card & Return Fees (July 2022)	0.02
Inv 16216 Total		0.02
Inv FC6Uk00069		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Service Fees	240.81
Inv FC6Uk00069 Total		240.81
Inv FC7Vk00077		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Service Fees	373.91
Inv FC7Vk00077 Total		373.91
0 Total:		614.74
<b>MNBL8170 - Crestline Software, LLC dba MuniBilling Total:</b>		
<b>DTV5012 - DIRECTV</b>		
315120	09/12/2022	
Inv	068653046220829	
<u>Line Item Date</u>	<u>Line Item Description</u>	



Check Number	Check Date	Amount
08/29/2022	ACCT #068653046X220829; EOC COMMUNICATION 08/28/2022-09/27/2022	96.98
Inv 068653046220829 Total		96.98
315120 Total:		96.98
<b>DTV5012 - DIRECTV Total:</b>		96.98
<b>TUM8011 - Tumbleweed Press Inc.</b>		
315121	09/12/2022	
Inv	110212	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/09/2022	Renewal of TumbleBook Library Deluxe Subscription: 07/01/2022-07	699.99
Inv 110212 Total		699.99
315121 Total:		699.99
<b>TUM8011 - Tumbleweed Press Inc. Total:</b>		699.99
Total:		1,856.76

# Accounts Payable

## Check Detail

User: calvarez  
Printed: 09/13/2022 - 4:37PM



Check Number	Check Date	Amount
<b>CSD3014 - Ca. State Disbursement Unit</b>		
315122	09/13/2022	
Inv	PR 09/02/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 Garnishment Case # FAMSS-1406906	814.15
Inv PR 09/02/2022 Total		814.15
315122 Total:		814.15
<b>CSD3014 - Ca. State Disbursement Unit Total:</b>		
		814.15
<b>VRMZ7000 - Munoz, Valerie</b>		
315123	09/13/2022	
Inv	PR 09/02/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 - Garnishment	750.00
Inv PR 09/02/2022 Total		750.00
315123 Total:		750.00
<b>VRMZ7000 - Munoz, Valerie Total:</b>		
		750.00
<b>SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000</b>		
0	09/13/2022	
Inv	September 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 SPPOA - Union Dues	3,257.45
08/31/2022	PR Batch 90222.09.2022 SPPOA Insurance	2,282.26
Inv September 2022 Total		5,539.71
0 Total:		5,539.71
<b>SOU5435 - S.P. Police Officers Association Total:</b>		
		5,539.71
<b>SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000</b>		
0	09/13/2022	

Check Number	Check Date	Amount
Inv	September 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 SPPSEA - Union Dues	1,350.00
Inv September 2022 Total		1,350.00
0 Total:		1,350.00
<b>SOU5451 - S.P. Public Service Employees Association Total:</b>		1,350.00
<b>CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000</b>		
0	09/13/2022	
Inv	September 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 PART TIME ASSN. DUES	248.00
Inv September 2022 Total		248.00
0 Total:		248.00
<b>CEAP7000 - S.P. Public Service Employees Association-PT Total:</b>		248.00
<b>SOU5230 - S.P.Firefighters L-3657</b>		
0	09/13/2022	
Inv	September 2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 Firefighters 3657 - Union Dues	2,050.00
08/31/2022	PR Batch 90222.09.2022 FFA Fire Rec Fees	90.00
08/31/2022	PR Batch 90222.09.2022 Fire Assn. Insurance	177.42
Inv September 2022 Total		2,317.42
0 Total:		2,317.42
<b>SOU5230 - S.P.Firefighters L-3657 Total:</b>		2,317.42
<b>SSDV2018 - Sandoval, Sheila</b>		
0	09/13/2022	
Inv	PR 09/02/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	PR Batch 90222.09.2022 - Garnishment	956.03
08/31/2022	PR Batch 90222.09.2022 - Garnishment	823.74
Inv PR 09/02/2022 Total		1,779.77
0 Total:		1,779.77

**Check Number    Check Date** **Amount**

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SSDV2018 - Sandoval, Sheila Total: 1,779.77

Total: 12,799.05

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# **ATTACHMENT 3 General City Warrant List**

# Accounts Payable

## Check Detail

User: calvarez  
Printed: 09/13/2022 - 6:20PM



Check Number	Check Date		Amount
<b>IMPR8032 - 4Imprint, Inc.</b>			
315124	09/21/2022		
Inv	23567030		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Teen Center giveaway items		356.42
Inv 23567030 Total			356.42
			<hr/>
315124 Total:			356.42
			<hr/>
<b>IMPR8032 - 4Imprint, Inc. Total:</b>			356.42
<b>ABCBEE - ABC Bee Control</b>			
315125	09/21/2022		
Inv	7275		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/08/2022	Humane Bee Removal-EI Centro Ave.		605.00
Inv 7275 Total			605.00
Inv 7280			
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/09/2022	Humane Bee Removal-Mound Ave.		550.00
Inv 7280 Total			550.00
			<hr/>
315125 Total:			1,155.00
			<hr/>
<b>ABCBEE - ABC Bee Control Total:</b>			1,155.00
<b>ALDS4011 - Adlerhorst International, LLC</b>			
315126	09/21/2022		
Inv	108570		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/08/2022	K9 Course 8/22-6/23		2,658.33
Inv 108570 Total			2,658.33
Inv 108601			
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
09/08/2022	K9 Supplies	1,325.64
Inv 108601 Total		1,325.64
Inv 108665		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2022	K9 Boarding "Lisu"	300.00
Inv 108665 Total		300.00
Inv 108713		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2022	Seminar for Officer Pech	300.00
Inv 108713 Total		300.00
315126 Total:		4,583.97
<b>ALDS4011 - Adlerhorst International, LLC Total:</b>		4,583.97
<b>ALH0179 - Alhambra Car Wash</b>		
315127	09/21/2022	
Inv July 2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/09/2022	Alhambra Car Wash - July 2022	282.00
Inv July 2022 Total		282.00
315127 Total:		282.00
<b>ALH0179 - Alhambra Car Wash Total:</b>		282.00
<b>ACMT2920 - All City Management Services, Inc.</b>		
315128	09/21/2022	
Inv 79097		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2022	Crossing Guard Services: 08/07/2022-08/20/2022	6,722.85
Inv 79097 Total		6,722.85
315128 Total:		6,722.85
<b>ACMT2920 - All City Management Services, Inc. Total:</b>		6,722.85
<b>ALL0197 - All Star Fire Equipment, Inc.</b>		
315129	09/21/2022	

Check Number	Check Date	Amount
Inv 242149		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Fire Safety Clothing & Equipment: Structural Bunker Boots	395.80
Inv 242149 Total		395.80
Inv 242150		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Fire Safety Clothing & Equipment: Class A Foam in 5 Gallon Pails	819.98
Inv 242150 Total		819.98
315129 Total:		1,215.78
<b>ALL0197 - All Star Fire Equipment, Inc. Total:</b>		1,215.78
<b>AMAZONCP - Amazon Capital Services, Inc.</b>		
0	09/21/2022	
Inv 1H6H-FN99-3H77		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2022	Amazon Business - City Council Supplies	14.75
Inv 1H6H-FN99-3H77 Total		14.75
Inv 1N13-L41V-66TD		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Amazon Business - City Council Supplies	129.79
Inv 1N13-L41V-66TD Total		129.79
0 Total:		144.54
<b>AMAZONCP - Amazon Capital Services, Inc. Total:</b>		144.54
<b>RIAL6501 - Arriola, Richard</b>		
315130	09/21/2022	
Inv 8/6/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/06/2022	Mileage Claim-Richard Arriola-Street Div.	15.56
Inv 8/6/2022 Total		15.56
315130 Total:		15.56
<b>RIAL6501 - Arriola, Richard Total:</b>		15.56
<b>ATTM4011 - AT &amp; T Mobility</b>		



Check Number	Check Date		Amount
315131	09/21/2022		
Inv	287288006612x07		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/02/2022	Public Works Cell Phones -July 2022-Sewer		40.94
07/02/2022	Public Works Cell Phones -July 2022-Water Prod.		158.72
07/02/2022	Public Works Cell Phones -July 2022-Water Dist.		195.75
07/02/2022	Public Works Cell Phones -July 2022-Water Prod.		669.73
Inv 287288006612x07 Total			1,065.14
315131 Total:			1,065.14
<b>ATTM4011 - AT &amp; T Mobility Total:</b>			1,065.14
<b>AT&amp;T5006 - AT&amp;T</b>			
315132	09/21/2022		
Inv	130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/17/2022	AN 130464796 Services (08/18/2022-09/17/2022)		90.24
Inv 130464796 Total			90.24
315132 Total:			90.24
315133	09/21/2022		
Inv	000018665834		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/20/2022	AN 9391062308 Services(07/20/2022 - 08/19/2022)		17,091.62
Inv 000018665834 Total			17,091.62
Inv	000018666160		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/20/2022	AN 9391081369 Services(07/20/2022 - 08/19/2022)		66.31
Inv 000018666160 Total			66.31
Inv	000018683333		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/27/2022	AN CLAPDOPAS Services(07/27/2022 - 08/26/2022)		331.93
Inv 000018683333 Total			331.93
Inv	000018688013		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/27/2022	AN 9391036943 Services(07/27/2022 - 08/26/2022)		1,378.37
Inv 000018688013 Total			1,378.37

315133 Total:	18,868.23
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<b>ATCN9011 - AT&amp;T Total:</b>	18,958.47
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**BAK0369 - Baker & Taylor Books**

0                      09/21/2022

Inv    2036882623

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2022	Library Books	1,045.18

Inv 2036882623 Total	1,045.18
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Inv    2036894519

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/11/2022	Library Books	329.79

Inv 2036894519 Total	329.79
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Inv    2036916783

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/04/2022	Library Books	228.12

Inv 2036916783 Total	228.12
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Inv    2036934587

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/08/2022	Library Books	35.15

Inv 2036934587 Total	35.15
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0 Total:	1,638.24
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<b>BAK0369 - Baker &amp; Taylor Books Total:</b>	1,638.24
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**BAK0366 - Baker & Taylor Entertainment**

0                      09/21/2022

Inv    H62207150

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2022	DVDs/CDs	82.62

Inv H62207150 Total	82.62
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Inv    H62247060

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2022	DVDs/CDs	124.76

Inv H62247060 Total	124.76
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Check Number	Check Date		Amount
Inv	H62250320		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/10/2022	DVDs/CDs		90.83
Inv H62250320 Total			90.83
Inv	H62252550		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/10/2022	DVDs/CDs		156.84
Inv H62252550 Total			156.84
Inv	H62253000		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/10/2022	DVDs/CDs		42.96
Inv H62253000 Total			42.96
Inv	H62273450		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/15/2022	DVDs/CDs		53.66
Inv H62273450 Total			53.66
Inv	T24140240		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/05/2022	DVDs/CDs		41.31
Inv T24140240 Total			41.31
0 Total:			592.98
<b>BAK0366 - Baker &amp; Taylor Entertainment Total:</b>			592.98
<b>WON6400 - Bob Wondries Ford</b>			
315134	09/21/2022		
Inv	639669		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/08/2022	Airbag repair circuit connector Unit # 1406		230.00
Inv 639669 Total			230.00
315134 Total:			230.00
<b>WON6400 - Bob Wondries Ford Total:</b>			230.00
<b>DABN8267 - Bohan, Diana 101-8030-8021-8267-000</b>			
0	09/21/2022		

Check Number	Check Date		Amount
Inv	8457		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	Contract Class Instructor- August YOGA Classes		180.00
Inv 8457 Total			180.00
Inv	8460		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	Contract Class Instructor- August YOGA Classes		52.00
Inv 8460 Total			52.00
0 Total:			232.00
<b>DABN8267 - Bohan, Diana Total:</b>			232.00
<b>PMAB8021 - Budka, Pamela Avry</b>			
315135	09/21/2022		
Inv	8448		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	Contract Class Instructor-August Meditation Class		64.00
Inv 8448 Total			64.00
315135 Total:			64.00
<b>PMAB8021 - Budka, Pamela Avry Total:</b>			64.00
<b>CAL5236 - CA Linen Services</b>			
315136	09/21/2022		
Inv	1997916C		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	Fire Department Linen Rental and Cleaning Services: Credit Memo		-50.94
Inv 1997916C Total			-50.94
Inv	2016442		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/18/2022	Fire Department Linen Rental and Cleaning Services: FY22-23		118.23
Inv 2016442 Total			118.23
Inv	2019034		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/25/2022	Fire Department Linen Rental and Cleaning Services: FY22-23		102.98
Inv 2019034 Total			102.98

Check Number	Check Date	Amount
Inv 2021561		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Fire Department Linen Rental and Cleaning Services: FY22-23	114.19
Inv 2021561 Total		114.19
315136 Total:		284.46
<b>CAL5236 - CA Linen Services Total:</b>		284.46
<b>CAL6695 - California American Water</b>		
315137	09/21/2022	
Inv 101521002151102		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/15/2022	Water Connection fee: Wilson Well #2 (06/22-07/20/22)	19.62
Inv 101521002151102 Total		19.62
315137 Total:		19.62
<b>CAL6695 - California American Water Total:</b>		19.62
<b>CPC4011 - California Police Chiefs Association</b>		
315138	09/21/2022	
Inv 22082		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/08/2022	Membership dues for Lieutenant Jacobs through 06/30/23	145.00
Inv 22082 Total		145.00
315138 Total:		145.00
<b>CPC4011 - California Police Chiefs Association Total:</b>		145.00
<b>CRCY2015 - CalRecycle</b>		
315139	09/21/2022	
Inv OPP11-20-0569		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/15/2022	Returning unspent funds for used oil payment program (Cycle 11).	5,000.00
Inv OPP11-20-0569 Total		5,000.00
315139 Total:		5,000.00
<b>CRCY2015 - CalRecycle Total:</b>		5,000.00

Check Number	Check Date		Amount
<b>CAN0607 - Cantu Graphics Inc.</b>			
315140	09/21/2022		
Inv	20960		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/08/2022	Door hangers for "See Something Say Something" campaign		242.49
Inv 20960 Total			242.49
Inv	20961		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/03/2022	Employee On-Boarding Packet Folder		429.98
Inv 20961 Total			429.98
Inv	21000		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2022	SP Mobile App Flyers		107.49
Inv 21000 Total			107.49
315140 Total:			<u>779.96</u>
<b>CAN0607 - Cantu Graphics Inc. Total:</b>			<u>779.96</u>
<b>TARCARQ - Carrasquero, Taron</b>			
315141	09/21/2022		
Inv	124639		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Refund for Kindermusik class due to client cancellation.		68.00
Inv 124639 Total			68.00
315141 Total:			<u>68.00</u>
<b>TARCARQ - Carrasquero, Taron Total:</b>			<u>68.00</u>
<b>MARCRVR - Carver, Marcia</b>			
315142	09/21/2022		
Inv	124097		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Refund senior class due to inability to attend		40.00
Inv 124097 Total			40.00
315142 Total:			<u>40.00</u>
<b>MARCRVR - Carver, Marcia Total:</b>			<u>40.00</u>

Check Number	Check Date	Amount
<b>TIM4011 - Charter Communications</b>		
315143	09/21/2022	
Inv	0251967082222	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2022	AN 8448 30 008 0251967 Services (08/22/2022-09/21/2022)	233.23
Inv 0251967082222 Total		233.23
315143 Total:		233.23
<b>TIM4011 - Charter Communications Total:</b>		233.23
<b>PAS4012 - City of Pasadena</b>		
315144	09/21/2022	
Inv	30019552	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2022	Foothill air support service charges FY2022-2023	35,047.00
Inv 30019552 Total		35,047.00
315144 Total:		35,047.00
<b>PAS4012 - City of Pasadena Total:</b>		35,047.00
<b>CIV2123 - CivicStone, LLC</b>		
0	09/21/2022	
Inv	2018-186	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/18/2022	Caltrans Housing Consultant: July 2022	9,393.75
Inv 2018-186 Total		9,393.75
0 Total:		9,393.75
<b>CIV2123 - CivicStone, LLC Total:</b>		9,393.75
<b>CDPS1020 - Code Publishing Inc.</b>		
315145	09/21/2022	
Inv	GC0008523	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Municipal Code- Website Update	322.15
Inv GC0008523 Total		322.15
315145 Total:		322.15

Check Number	Check Date	Amount
<b>CDPS1020 - Code Publishing Inc. Total:</b>		322.15
<b>CTCTCH - CTC Technology &amp; Energy</b>		
315146	09/21/2022	
Inv	22440090	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2022	CENIC WI-FI and CENIC Broadband FY 2022-23	2,717.58
Inv 22440090 Total		2,717.58
315146 Total:		2,717.58
<b>CTCTCH - CTC Technology &amp; Energy Total:</b>		2,717.58
<b>DSP0755 - D &amp; S Printing</b>		
315147	09/21/2022	
Inv	8017	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Police Printing Services - Mission Meridian Parking Hang Tags	5,821.20
Inv 8017 Total		5,821.20
Inv	8018	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Police Printing Services - Buddy Pads	678.04
Inv 8018 Total		678.04
315147 Total:		6,499.24
<b>DSP0755 - D &amp; S Printing Total:</b>		6,499.24
<b>RDRKDVS - Davis, Roderick</b>		
0	09/21/2022	
Inv	09/21/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2022	DJ for Healthy Aging Fair	498.00
09/21/2022		
Inv 09/21/2022 Total		498.00
0 Total:		498.00
<b>RDRKDVS - Davis, Roderick Total:</b>		498.00
<b>DEM0777 - Demco Inc.</b>		
315148	09/21/2022	



Check Number	Check Date		Amount
Inv	7171494		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/19/2022	CD/DVD Overlay tags		258.61
Inv 7171494 Total			258.61
			<hr/>
315148 Total:			258.61
			<hr/>
<b>DEM0777 - Demco Inc. Total:</b>			258.61
<b>DIG0800 - Digital Telecommunications Corp</b>			
0	09/21/2022		
Inv	46001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/25/2022	Reset Voicemail Password CS Department		135.00
Inv 46001 Total			135.00
Inv	46054		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	Monthly Service Contract (September)		984.00
Inv 46054 Total			984.00
			<hr/>
0 Total:			1,119.00
			<hr/>
<b>DIG0800 - Digital Telecommunications Corp Total:</b>			1,119.00
<b>PMLDONG - Dong, Pamela C</b>			
0	09/21/2022		
Inv	8463		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	Contract Class Instructor- August TAI CHI Classes		112.00
Inv 8463 Total			112.00
Inv	8467		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	Contract Class Instructor- August TAI CHI Classes		116.00
Inv 8467 Total			116.00
Inv	8470		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	Contract Class Instructor- August TAI CHI Classes		20.00
Inv 8470 Total			20.00

Check Number	Check Date	Amount
Inv 8474		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2022	Contract Class Instructor- August TAI CHI Classes	20.00
Inv 8474 Total		20.00
0 Total:		268.00
<b>PMLDONG - Dong, Pamela C Total:</b>		268.00
<b>DDL8010 - Dr. Detail Ph.D</b>		
0	09/21/2022	
Inv 2662		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2022	Cleaning of carpets on both top and lower floors of Camp Med.	495.00
Inv 2662 Total		495.00
0 Total:		495.00
<b>DDL8010 - Dr. Detail Ph.D Total:</b>		495.00
<b>ELSR TIRE - El Sereno Tires</b>		
315149	09/21/2022	
Inv 01994		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Tire replacement for vehicle #79	296.46
Inv 01994 Total		296.46
Inv 02010		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Front brakes for vehicle #79	225.00
Inv 02010 Total		225.00
315149 Total:		521.46
<b>ELSR TIRE - El Sereno Tires Total:</b>		521.46
<b>ESOSOLT - ESO Solutions, Inc.</b>		
315150	09/21/2022	
Inv ESO-89788		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	ER-Fire Package Emergency Reporting (NFIRS) 10/01/22-09/30/23	2,760.00
Inv ESO-89788 Total		2,760.00

Check Number	Check Date	Amount
315150 Total:		2,760.00
<b>ESOSOLT - ESO Solutions, Inc. Total:</b>		2,760.00
<b>KTFL2031 - Faulmino, Katrina</b>		
315151	09/21/2022	
Inv	08/29/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Reimbursement for dessert-Luau event	127.84
Inv 08/29/2022 Total		127.84
315151 Total:		127.84
<b>KTFL2031 - Faulmino, Katrina Total:</b>		127.84
<b>FED1109 - FedEx</b>		
315152	09/21/2022	
Inv	7-863-84206	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/26/2022	Overnight Check - Alliant Insurance Services	34.27
Inv 7-863-84206 Total		34.27
Inv	9-633-55795	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2022	Late fee for Police Department shipment	31.60
Inv 9-633-55795 Total		31.60
315152 Total:		65.87
<b>FED1109 - FedEx Total:</b>		65.87
<b>ATFR4011 - Fierro, Anthony</b>		
315153	09/21/2022	
Inv	20607	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Reimbursement for Boots and uniform alterations	224.91
Inv 20607 Total		224.91
315153 Total:		224.91
<b>ATFR4011 - Fierro, Anthony Total:</b>		224.91

Check Number	Check Date		Amount
<b>FHCM5011 - Foothill Communications</b>			
315154	09/21/2022		
Inv	INV5929		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	Annual Service and Repair of Communication Equipment for Police		3,000.00
Inv INV5929 Total			3,000.00
315154 Total:			3,000.00
<b>FHCM5011 - Foothill Communications Total:</b>			3,000.00
<b>GALL5011 - Galls, LLC</b>			
315155	09/21/2022		
Inv	021903682		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/16/2022	Safety Vest for Arson Investigator		774.66
Inv 021903682 Total			774.66
315155 Total:			774.66
<b>GALL5011 - Galls, LLC Total:</b>			774.66
<b>GAY8856 - Gaylord Bros., Inc.</b>			
0	09/21/2022		
Inv	2781902		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/23/2022	Archival Hanging File Folders		226.07
Inv 2781902 Total			226.07
0 Total:			226.07
<b>GAY8856 - Gaylord Bros., Inc. Total:</b>			226.07
<b>HDLC3011 - HdL Coren &amp; Cone</b>			
315156	09/21/2022		
Inv	SIN020070		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/18/2022	Contract Services - Property Tax: Quarterly (July-September 2022)		3,249.26
Inv SIN020070 Total			3,249.26
315156 Total:			3,249.26

<b>HDLC3011 - HdL Coren &amp; Cone Total:</b>	3,249.26
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**ADHA6116 - Herrera, Adam**

315157                      09/21/2022

Inv    8/21/2022

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/21/2022	Mileage Claim-Adam Herrera-Street Div.	24.69

Inv 8/21/2022 Total	24.69
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315157 Total:	24.69
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<b>ADHA6116 - Herrera, Adam Total:</b>	24.69
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**HDLC3010 - Hinderliter deLlamas & Associates**

315158                      09/21/2022

Inv    SIN021007

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/26/2022	Contract Services - Audit Services (Q1 - 2022)	54.31
08/26/2022	Contract Services - Sales Tax (July-September 2022)	1,293.02

Inv SIN021007 Total	1,347.33
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Inv    SIN021267

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Contract Services - Audit Services - Transaction Tax Q1	386.54
08/31/2022	Contract Services - Transaction Tax (July-September 2022)	300.00

Inv SIN021267 Total	686.54
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315158 Total:	2,033.87
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<b>HDLC3010 - Hinderliter deLlamas &amp; Associates Total:</b>	2,033.87
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**HOM1515 - Home Depot Credit Services**

315159                      09/21/2022

Inv    2021997

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/24/2022	BUILDING MAINTENANCE-SCREWS, CLAMPS, CORDLESS VACUUM, CONNECTOR	497.32

Inv 2021997 Total	497.32
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Inv    2021998

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/24/2022	BUILDING MAINTENANCE-SUPPLIES, HOLE SAW, SCREWDRIVER BIT, PVC	128.06

Inv 2021998 Total	128.06
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Check Number	Check Date		Amount
Inv	2385163		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/24/2022	BUILDING MAINTENANCE-SUPPLIES, RETRACTING AIR HOSE REEL		167.72
Inv 2385163 Total			167.72
Inv	695739		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/26/2022	BUILDING MAINTENANCE-RETRACTING EXTENSION CORD		113.78
Inv 695739 Total			113.78
315159 Total:			906.88
<b>HOM1515 - Home Depot Credit Services Total:</b>			906.88
<b>IBLS6116 - Ibarra, Luis</b>			
315160	09/21/2022		
Inv	7/20/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/20/2022	Mileage Claim-Luis Ibarra-Street Div.		4.80
Inv 7/20/2022 Total			4.80
315160 Total:			4.80
<b>IBLS6116 - Ibarra, Luis Total:</b>			4.80
<b>INT6115 - Interstate Battery Systems of Eastern Los Angeles</b>			
315161	09/21/2022		
Inv	79713		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/04/2022	Replace fire alarm batteries at Garfield Reservoir		88.09
Inv 79713 Total			88.09
315161 Total:			88.09
<b>INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:</b>			88.09
<b>JSAR4011 - Jack's Auto Repair</b>			
315162	09/21/2022		
Inv	17516		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2022	Complete radiator fan assembly and general repair PD unit 1703		552.16
Inv 17516 Total			552.16

Check Number	Check Date		Amount
Inv 17664			
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2022	New interstate battery and full inspection of Police generator		270.45
Inv 17664 Total			270.45
Inv 17670			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2022	Replace resistor block and plug for Police unit 1406		363.17
Inv 17670 Total			363.17
Inv 17678			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/06/2022	Replace rear disk breaks and rotors for Police unit 1909		406.65
Inv 17678 Total			406.65
315162 Total:			1,592.43
<b>JSAR4011 - Jack's Auto Repair Total:</b>			1,592.43
<b>JCRS5011 - Jones Coffee Roasters</b>			
315163	09/21/2022		
Inv 52398			
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/20/2022	Coffee Supplies: August 2022		162.68
Inv 52398 Total			162.68
315163 Total:			162.68
<b>JCRS5011 - Jones Coffee Roasters Total:</b>			162.68
<b>LUCLI - Li, Lucia</b>			
315164	09/21/2022		
Inv 154899			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Partial refund of gazebo reservations due to client cancellation		67.00
Inv 154899 Total			67.00
315164 Total:			67.00
<b>LUCLI - Li, Lucia Total:</b>			67.00

Check Number	Check Date		Amount
<b>LOU1111 - Louie, Spencer</b>			
315165	09/21/2022		
Inv	124893		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Partial refund for gazebo reservation.		44.00
Inv 124893 Total			44.00
315165 Total:			44.00
<b>LOU1111 - Louie, Spencer Total:</b>			44.00
<b>WLLMRTON - Martone, William</b>			
315166	09/21/2022		
Inv	DW0822-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/29/2022	Water Efficient Dishwasher Rebate		500.00
Inv DW0822-01 Total			500.00
315166 Total:			500.00
<b>WLLMRTON - Martone, William Total:</b>			500.00
<b>MER2145 - Merit Oil Company</b>			
315167	09/21/2022		
Inv	727606		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/17/2022	Fuel for City Departments: 2,500 Gallons of Unleaded Gasoline		10,541.62
Inv 727606 Total			10,541.62
315167 Total:			10,541.62
<b>MER2145 - Merit Oil Company Total:</b>			10,541.62
<b>DINMGBL - Mgrublian, Diane</b>			
315168	09/21/2022		
Inv	DW0922-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/12/2022	Water Efficient Dishwasher Rebate		500.00
Inv DW0922-01 Total			500.00
315168 Total:			500.00



Check Number	Check Date	Amount
<b>DINMGBL - Mgrublian, Diane Total:</b>		500.00
<b>MMA2011 - MMASC</b>		
315169	09/21/2022	
Inv	5594	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/24/2022	2022 MMASC Annual Conference Registration Tiara Solorzano	475.00
Inv 5594 Total		475.00
315169 Total:		475.00
<b>MMA2011 - MMASC Total:</b>		475.00
<b>MVCH3011 - MV Cheng &amp; Associates Inc.</b>		
315170	09/21/2022	
Inv	08/31/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2022	Financial Consulting Services: August 2022	3,112.50
Inv 08/31/2022 Total		3,112.50
315170 Total:		3,112.50
<b>MVCH3011 - MV Cheng &amp; Associates Inc. Total:</b>		3,112.50
<b>JNNG8110 - Nugent, Jonathan</b>		
315171	09/21/2022	
Inv	P36810 RENEWAL	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2022	PARAMEDIC LICENSE RENEWAL	250.00
Inv P36810 RENEWAL Total		250.00
315171 Total:		250.00
<b>JNNG8110 - Nugent, Jonathan Total:</b>		250.00
<b>PHS4011 - Pasadena Humane Society</b>		
315172	09/21/2022	
Inv	SEP2022SOPAS	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2022	Animal Control Services: September 2022	14,456.90
Inv SEP2022SOPAS Total		14,456.90

Check Number	Check Date	Amount
315172 Total:		14,456.90
<b>PHS4011 - Pasadena Humane Society Total:</b>		
		14,456.90
<b>PSLSV802 - Pasadena Live Scan Service</b>		
315173	09/21/2022	
Inv 1025		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2022	Live Scan - Pre-employment Services	250.00
Inv 1025 Total		250.00
315173 Total:		250.00
<b>PSLSV802 - Pasadena Live Scan Service Total:</b>		
		250.00
<b>CRPC7000 - Pech, Carlos</b>		
315174	09/21/2022	
Inv 08/18-08/19/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	K9 AGITATOR I COURSE FOR OFFICER PECH	550.03
Inv 08/18-08/19/22 Total		550.03
315174 Total:		550.03
<b>CRPC7000 - Pech, Carlos Total:</b>		
		550.03
<b>PKMK2010 - Peckham &amp; McKenney</b>		
315175	09/21/2022	
Inv 2		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/25/2022	Executive Search for Finance Director	8,250.00
Inv 2 Total		8,250.00
315175 Total:		8,250.00
<b>PKMK2010 - Peckham &amp; McKenney Total:</b>		
		8,250.00
<b>CTPZ7000 - Perez, Christopher A.</b>		
315176	09/21/2022	
Inv 08/08-08/10/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	BENELLI TRANSITION COURSE FOR OFFICER PEREZ	536.88
09/01/2022	BENELLI TRANSITION COURSE FOR OFFICER PEREZ	163.31

Check Number	Check Date	Amount
Inv 08/08-08/10/22 Total		700.19
315176 Total:		700.19
<b>CTPZ7000 - Perez, Christopher A. Total:</b>		700.19
<b>CSAC2012 - PRISM</b>		
0	09/21/2022	
Inv 23400496		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/12/2022	Cyber Liability Premium: 07/01/2022-06/30/2023	9,937.00
Inv 23400496 Total		9,937.00
Inv 23400653		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/12/2022	Optional Excess Liability Insurance: 07/01/2022-06/30/2023	57,802.00
Inv 23400653 Total		57,802.00
Inv 23990007		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2022	Excess Workers' Comp Late Fee	1,449.26
Inv 23990007 Total		1,449.26
Inv 23990008		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2022	General Liability, Program 1 late fee	1,923.20
Inv 23990008 Total		1,923.20
Inv 23990009		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2022	Property Program Late Fee	299.18
Inv 23990009 Total		299.18
0 Total:		71,410.64
<b>CSAC2012 - PRISM Total:</b>		71,410.64
<b>PRFORMA - Pro Forma Advisors LLC</b>		
315177	09/21/2022	
Inv 11-527.01		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2022	Restaurant Consultant for the Arroyo Seco Golf Course	2,820.00

Check Number	Check Date		Amount
Inv 11-527.01 Total			2,820.00
			<hr/>
315177 Total:			2,820.00
			<hr/>
<b>PRFORMA - Pro Forma Advisors LLC Total:</b>			2,820.00
<b>RED8995 - Red Wing Business Advantage Account</b>			
0	09/21/2022		
Inv	824-1-107395		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/29/2022	Safety Boot Voucher Program-Tim Rodriguez-Street Div.		238.08
Inv 824-1-107395 Total			238.08
Inv	995-1-71028		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/19/2022	Safety Boot Voucher Program-Ryan Garcia-Street Div.		241.42
Inv 995-1-71028 Total			241.42
			<hr/>
0 Total:			479.50
			<hr/>
<b>RED8995 - Red Wing Business Advantage Account Total:</b>			479.50
<b>RRRC2711 - Resource Recycling &amp; Recovery</b>			
315178	09/21/2022		
Inv	0000001450341		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2022	Returning unspent funds, CalRecycle beverage container program		1,311.00
Inv 0000001450341 Total			1,311.00
			<hr/>
315178 Total:			1,311.00
			<hr/>
<b>RRRC2711 - Resource Recycling &amp; Recovery Total:</b>			1,311.00
<b>RIV4011 - Riverside County Sheriff's Dept</b>			
315179	09/21/2022		
Inv	BCTC0051659		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	POST SUPERVISORY COURSE FOR CPL. BORRELLO		184.00
Inv BCTC0051659 Total			184.00
Inv	BCTC0052395		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	REPORT WRITING COURSE FOR OFFICER GODOY		105.00

Check Number	Check Date		Amount
		Inv BCTC0052395 Total	105.00
			<hr/>
		315179 Total:	289.00
			<hr/>
		<b>RIV4011 - Riverside County Sheriff's Dept Total:</b>	289.00
		<b>SSSS8267 - Round Star West, LLC</b>	
0	09/21/2022		
		Inv 7386	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		08/30/2022	Contract Class Instructor -Nov 3-Dec 12 Soccer classes
			491.40
		Inv 7386 Total	491.40
		Inv 7475	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		08/30/2022	Contract Class Instructor -Nov 3-Dec 12 Soccer classes
			737.10
		Inv 7475 Total	737.10
		Inv 7478	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		08/30/2022	Contract Class Instructor -Nov 3-Dec 12 Soccer classes
			573.30
		Inv 7478 Total	573.30
		Inv 7479	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		08/30/2022	Contract Class Instructor -Nov 3-Dec 12 Soccer classes
			163.80
		Inv 7479 Total	163.80
		Inv 7480	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		08/30/2022	Contract Class Instructor -Nov 3-Dec 12 Soccer classes
			1,146.60
		Inv 7480 Total	1,146.60
			<hr/>
		0 Total:	3,112.20
			<hr/>
		<b>SSSS8267 - Round Star West, LLC Total:</b>	3,112.20
		<b>SCAT6710 - Scott's Automotive</b>	
315180	09/21/2022		
		Inv 17248	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		09/02/2022	Replacement of oil, coolant, and filters for Police unit 1501
			200.09

Check Number	Check Date	Amount
Inv 17248 Total		200.09
		<hr/>
315180 Total:		200.09
		<hr/>
<b>SCAT6710 - Scott's Automotive Total:</b>		200.09
<b>SEITECIN - SEITec, Inc.</b>		
315181	09/21/2022	
Inv 1027-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/02/2022	Safe Clean Water Program: Professional Services for Application	9,742.87
Inv 1027-1 Total		9,742.87
		<hr/>
315181 Total:		9,742.87
		<hr/>
<b>SEITECIN - SEITec, Inc. Total:</b>		9,742.87
<b>SHO7777 - Showcases</b>		
0	09/21/2022	
Inv 324305		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/18/2022	DVD cases	258.12
Inv 324305 Total		258.12
		<hr/>
0 Total:		258.12
		<hr/>
<b>SHO7777 - Showcases Total:</b>		258.12
<b>WLST8267 - Shuttic, William 101-8030-8021-8267-000</b>		
0	09/21/2022	
Inv 8/18/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Brain Health Lecture 09/16/2022	100.00
Inv 8/18/2022 Total		100.00
Inv 8431		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Contract Class Instructor August Functional Fitness class	392.00
Inv 8431 Total		392.00
Inv 8432		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Contract Class Instructor August Functional Fitness class	20.00

Check Number	Check Date	Amount
Inv 8432 Total		20.00
Inv 8433		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Contract Class Instructor August Functional Fitness class	16.00
Inv 8433 Total		16.00
Inv 8434		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	Contract Class Instructor August Functional Fitness class	432.00
Inv 8434 Total		432.00
0 Total:		960.00
<b>WLST8267 - Shuttic, William Total:</b>		960.00
<b>THES8267 - Siegel, Theodore</b>		
315182	09/21/2022	
Inv 08/11/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2022	The African Queen presentation & screening 09/12/2022	150.00
Inv 08/11/2022 Total		150.00
315182 Total:		150.00
<b>THES8267 - Siegel, Theodore Total:</b>		150.00
<b>SCOT8300 - So Cal Office Technologies</b>		
315183	09/21/2022	
Inv IN2890084		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2022	AN CN16462-01 Black and Color Copies	33.01
Inv IN2890084 Total		33.01
315183 Total:		33.01
<b>SCOT8300 - So Cal Office Technologies Total:</b>		33.01
<b>SPCTWSIN - Special T Water Systems, Inc.</b>		
315184	09/21/2022	
Inv 207738		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
07/15/2022		Service call to replace damaged water softner bypass	300.00
		Inv 207738 Total	300.00
315184 Total:			300.00
<b>SPCTWSIN - Special T Water Systems, Inc. Total:</b>			300.00
<b>MON3111 - Stantec Consulting Svcs Inc.</b>			
315185	09/21/2022		
Inv	1753175		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/09/2021	Graves Reservoir Engineering Services		1,782.50
	Inv 1753175 Total		1,782.50
Inv	1904870		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/29/2022	Graves Reservoir Engineering Services		4,944.00
	Inv 1904870 Total		4,944.00
315185 Total:			6,726.50
<b>MON3111 - Stantec Consulting Svcs Inc. Total:</b>			6,726.50
<b>STA5219 - Staples Business Advantage</b>			
0	09/21/2022		
Inv	3515977237		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2022	Police Department Office Supplies		177.42
	Inv 3515977237 Total		177.42
Inv	3516183431		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/29/2022	DAR office supplies.		41.12
	Inv 3516183431 Total		41.12
0 Total:			218.54
<b>STA5219 - Staples Business Advantage Total:</b>			218.54
<b>STE4845 - Stetson Engineers Inc</b>			
315186	09/21/2022		



Check Number	Check Date		Amount
Inv	2740-08-010		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/12/2022	Risk & Resilience Assessments - City of South Pasadena		382.00
Inv 2740-08-010 Total			382.00
315186 Total:			382.00
<b>STE4845 - Stetson Engineers Inc Total:</b>			382.00
<b>SUN8556 - Sun Badge Company</b>			
315187	09/21/2022		
Inv	410755		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2022	3 lifesaving award medals		441.32
Inv 410755 Total			441.32
315187 Total:			441.32
<b>SUN8556 - Sun Badge Company Total:</b>			441.32
<b>MARTEKSY - Tekosky, Marianna</b>			
315188	09/21/2022		
Inv	124898		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Refund for Crayola World of Design class due to low enrollment.		170.00
Inv 124898 Total			170.00
315188 Total:			170.00
<b>MARTEKSY - Tekosky, Marianna Total:</b>			170.00
<b>LART4011 - The Regional Training Center</b>			
315189	09/21/2022		
Inv	57494		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	IMPLICIT BIAS AND COMMUNITY POLICING FOR OFFICER GODOY		60.00
Inv 57494 Total			60.00
315189 Total:			60.00
<b>LART4011 - The Regional Training Center Total:</b>			60.00

Check Number	Check Date		Amount
<b>WLLTHMPS - Thompson, William</b>			
315190	09/21/2022		
Inv	124529		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Refund for gazebo reservation		90.00
Inv 124529 Total			90.00
			<hr/>
315190 Total:			90.00
			<hr/>
<b>WLLTHMPS - Thompson, William Total:</b>			90.00
<b>TRA5998 - Transtech Engineers, Inc.</b>			
0	09/21/2022		
Inv	20213449R		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2022	Planning & Building Divison: Plan Check Services-Sep 2021		18.56
Inv 20213449R Total			18.56
Inv	20213997R		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2021	Planning & Building Divison: Plan Check Services-Oct 2021		36,759.08
Inv 20213997R Total			36,759.08
Inv	20213998		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2021	Soils Review 807 Rollin: October 2021		1,751.00
Inv 20213998 Total			1,751.00
Inv	20214136R		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/30/2021	Planning & Building Divison: Plan Check Services-Nov 2021		8,055.95
Inv 20214136R Total			8,055.95
Inv	20214137		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/30/2021	Soils Review 807 Rollin: November 2021		915.00
Inv 20214137 Total			915.00
Inv	20214143R		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/31/2021	Planning & Building Divison: Plan Check Services-Dec 2021		13,617.84
Inv 20214143R Total			13,617.84

Check Number	Check Date	Amount
0 Total:		61,117.43
<b>TRA5998 - Transtech Engineers, Inc. Total:</b>		61,117.43
<b>UCL6115 - UC Regents</b>		
315191	09/21/2022	
Inv 3013-270		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Fire Department Continuing Education - FY22-23; SEPTEMBER 2022	2,215.02
Inv 3013-270 Total		2,215.02
315191 Total:		2,215.02
<b>UCL6115 - UC Regents Total:</b>		2,215.02
<b>ULIN8021 - Uline, Inc.</b>		
0	09/21/2022	
Inv 152521436		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2022	DUI Checkpoint Supplies	1,000.84
Inv 152521436 Total		1,000.84
0 Total:		1,000.84
<b>ULIN8021 - Uline, Inc. Total:</b>		1,000.84
<b>UND6710 - Underground Service Alert/SC</b>		
315192	09/21/2022	
Inv 22-2300408		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	CA Underground Facilities safe excavation board membership	54.29
Inv 22-2300408 Total		54.29
Inv 720220706		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Underground Service Alert Fee	150.00
Inv 720220706 Total		150.00
315192 Total:		204.29
<b>UND6710 - Underground Service Alert/SC Total:</b>		204.29

Check Number	Check Date		Amount
<b>UPP7789 - Upper San Gabriel Valley MWD</b>			
315193	09/21/2022		
Inv	2/07-22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/15/2022	Water purchased from MWD: July 2022		112,989.77
Inv 2/07-22 Total			112,989.77
315193 Total:			112,989.77
<b>UPP7789 - Upper San Gabriel Valley MWD Total:</b>			112,989.77
<b>LUSVARD - Vardanyan, Lusine</b>			
315194	09/21/2022		
Inv	124883		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2022	Partial refund for gazebo reservation due to client cancellation		67.00
Inv 124883 Total			67.00
315194 Total:			67.00
<b>LUSVARD - Vardanyan, Lusine Total:</b>			67.00
<b>TLC2155 - VCA TLC Pasadena Veterinary Specilaty &amp; Emergency</b>			
315195	09/21/2022		
Inv	972135771		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/09/2022	Medical services for K9		315.22
Inv 972135771 Total			315.22
315195 Total:			315.22
<b>TLC2155 - VCA TLC Pasadena Veterinary Specilaty &amp; Emergency Total:</b>			315.22
<b>VERW6711 - Verizon Wireless</b>			
315196	09/21/2022		
Inv	9913715309		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/17/2022	AN 842311063-00002 Services (07/18/2022-08/17/2022)		765.51
Inv 9913715309 Total			765.51
315196 Total:			765.51

<b>VERW6711 - Verizon Wireless Total:</b>	765.51
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**WEBI4018 - Webiplex**

315197                      09/21/2022

Inv    4068

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2022	Software License Renewal - e-Subpoena processing 10/22-9-23	5,183.00

Inv 4068 Total	5,183.00
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315197 Total:	5,183.00
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<b>WEBI4018 - Webiplex Total:</b>	5,183.00
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**PUFG8267 - Wong, Pauline**

315198                      09/21/2022

Inv    8442

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2022	Contract Class Instructor - Senior Line Dance August Classes	92.00

Inv 8442 Total	92.00
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Inv    8445

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2022	Contract Class Instructor - Senior Line Dance August Classes	108.00

Inv 8445 Total	108.00
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Inv    8495

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2022	Contract Class Instructor - Adult Line Dance August Classes	32.50

Inv 8495 Total	32.50
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Inv    8501

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2022	Contract Class Instructor - Adult Line Dance August Classes	143.00

Inv 8501 Total	143.00
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Inv    8988

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2022	Contract Class Instructor - Senior Line Dance August Classes	52.00

Inv 8988 Total	52.00
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315198 Total:	427.50
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Check Number	Check Date	Amount
<b>PUFG8267 - Wong, Pauline Total:</b>		427.50
<b>XRXF5010 - Xerox Financial Services</b>		
315199	09/21/2022	
Inv	3425967	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/11/2022	AN 010-0061587-001 Services (08/10/2022-09/09/2022)	1,906.08
Inv 3425967 Total		1,906.08
Inv	3437661	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/17/2022	AN 010-0061587-002 Services (08/06/2022-09/05/2022)	275.05
Inv 3437661 Total		275.05
315199 Total:		2,181.13
<b>XRXF5010 - Xerox Financial Services Total:</b>		2,181.13
<b>YTH1023 - Y Tire Performance LLC</b>		
315200	09/21/2022	
Inv	33589	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2022	Replacement of tires for parking control unit # 103	594.49
Inv 33589 Total		594.49
315200 Total:		594.49
<b>YTH1023 - Y Tire Performance LLC Total:</b>		594.49
<b>CHATRYP - Yip, Chau Tran</b>		
315201	09/21/2022	
Inv	124514	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2022	Refund Basketball fundamentals due to client cancellation.	90.00
Inv 124514 Total		90.00
315201 Total:		90.00
<b>CHATRYP - Yip, Chau Tran Total:</b>		90.00

**Check Number**    **Check Date**

**Amount**

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Total:	442,212.29
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# **ATTACHMENT 4**

## **Online Payments**



City of  
**SOUTH PASADENA**

Online Payment Log			
Date	Vendor	Amount	Description
8/25/2022	UMPQUA Bank	\$17,141.40	Online Payment for City's July 2022 Credit Card Expenses.
8/29/2022	Amazon / Synchrony Bank	\$5,050.05	Online Payment for City's Amazon Expenses from 05/13/2022-06/21/2022.
9/6/2022	So Cal Edison	\$86,429.20	Online Payment for City's So Cal Edison Accounts.
9/8/2022	So Cal Gas	\$738.18	Online Payment for City's So Cal Gas Accounts.
9/8/2022	So Cal Edison	\$14,202.66	Online Payment for City's So Cal Edison Accounts.
9/12/2022	Computershare Corporate Trust	\$487,493.56	Online Payment for 2013 Water Revenue Bonds.

**Total:** **\$611,055.05**



**ATTACHMENT 5**  
**Payroll Summary**

# Payroll

## Payroll Summary Report



**Payroll Date:** 9/2/2022 Regular

Checks	\$	1,927.39
Direct Deposits	\$	477,062.98
IRS Payments	\$	102,833.71
EDD - State of CA	\$	30,968.44
PERS Pension	\$	112,700.64
Deferred Comp	\$	20,620.11
PERS Health	\$	165,298.04

**Subtotal:** \$ 911,411.31

**Grand Total:** \$ 911,411.31



# City Council Agenda Report

ITEM NO. 10

**DATE:** September 21, 2022

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

**PREPARED BY:** Ken Louie, Interim Deputy City Manager - Finance  
Albert Trinh, Finance Manager  
Stephanie Pinto, Management Analyst

**SUBJECT:** **Monthly Investment Report for July 2022**

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## **Recommendation**

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

**ATTACHMENT**  
City Investment Reports for July 2022

**Exhibit A**  
**City of South Pasadena**  
**INVESTMENT REPORT**  
**July 31, 2022**

**Investment Balances at Month End**

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
<b>LOCAL AGENCY INVESTMENT FUND:</b>					
LAIF City	ON DEMAND	1.090%	24.71%	15,610,187.55	15,610,187.55
SUBTOTAL			24.71%	<b>\$ 15,610,187.55</b>	<b>\$ 15,610,187.55</b>
<b>ZIONS BANK</b>					
Corporate Bonds	See Exhibit B-1	2.80%	21.10%	13,329,825.25	12,939,442.24
U.S. Treasury Bills	See Exhibit B-1	1.53%	6.00%	3,792,326.48	3,796,165.94
US Treasury Notes & Bonds	See Exhibit B-1	1.15%	46.49%	29,363,561.17	28,677,326.00
US Obligations Variable	See Exhibit B-1	2.55%	1.69%	1,066,455.34	1,068,594.38
SUBTOTAL			75.29%	<b>\$ 47,552,168.24</b>	<b>\$ 46,481,528.56</b>
<b>TOTAL INVESTMENTS</b>			<b>100.00%</b>	<b>\$ 63,162,355.79</b>	<b>\$ 62,091,716.11</b>

**BANK ACCOUNTS:**

Bank of the West Accounts Balance:	\$ 8,722,236.32
Zions Bank Uninvested Cash Balance <sup>1</sup> :	\$ 1,033,474.94
Zions Bank Unsettled Transactions <sup>1</sup>	-
BNY Mellon Uninvested Cash Balance <sup>2</sup>	\$ 158,567.33

**Footnotes:**

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

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

**Required Disclosures:**

Average weighted maturity of the portfolio	548 DAYS
Average weighted total yield to maturity of the portfolio	1.526%
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 24,051,215
Projected with FY 2023 Adopted Budget:	\$ 38,563,906

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

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

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



Gary Pia, City Treasurer

09/07/2022

Date



**Statement of Account**

July 1, 2022 Through July 31, 2022

**South Pasadena Custody**

Account Number: [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]



# Cash Reconciliation

	<b>Income</b>	<b>Principal</b>
<i>Opening Balance July 1, 2022</i>	\$ 509,760.35	\$ -509,760.35
<b>Receipts</b>		
Sales	0.00	1,933,000.00
Interest	7,437.47	0.00
Dividends	66.23	0.00
Other Receipts	0.00	9,300,000.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
<b>Total Receipts</b>	7,503.70	11,233,000.00
<b>Disbursements</b>		
Purchases	0.00	-10,281,772.81
Fees	0.00	0.00
Other Disbursements	0.00	-19,381.75
Transfers	0.00	0.00
<b>Total Disbursements</b>	0.00	-10,301,154.56
<b>Net Cash Management</b>	0.00	-939,349.14
<i>Closing Balance July 31, 2022</i>	\$ 517,264.05	\$ -517,264.05

July 01, 2022 through July 31, 2022

Account Name : South Pasadena Custody

Account No : XXXXXXXXXX

## Portfolio Summary

<b>July 31, 2022</b>	<b>Portfolio %</b>	<b>Market Value</b>	<b>Projected Income</b>	<b>Current Yield</b>
Cash & Equivalents	2.18%	1,033,474.94	2,885.72	0.28%
Fixed Income	97.82%	46,481,528.56	776,395.14	1.67%
<b><i>Total Portfolio</i></b>	100.00 %	47,515,003.50	779,280.86	1.64%
<b><i>Accrued Income</i></b>		202,467.33		
<b><i>Total Market Value</i></b>		47,717,470.83		

# Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
1,033,474.94	Fidelity Gov Port III FCGXX		1,033,474.94	1.00	1,033,474.94	2,885.72	0.28%	2,428.55	
1,033,474.94	* * Sub Totals * *		1,033,474.94		1,033,474.94	2,885.72	0.28%	2,428.55	
<u>Corporate Bonds (30/360)</u>									
387,000	Bristol-Myers Squ bb Co	2.000%	08/01/2022	388,305.27	100.00	387,000.00	7,740.00	2.00%	3,870.00
191,000	Visa Inc	2.150%	09/15/2022	192,555.51	99.95	190,907.67	4,106.50	2.15%	1,548.54
383,000	Chubb INA Holdings INC	2.875%	11/03/2022	387,203.87	100.00	383,010.33	11,011.25	2.87%	2,675.92
383,000	Bank of New York Mellon	2.950%	01/29/2023	384,493.77	99.90	382,636.04	11,298.50	2.95%	31.56
353,000	Amazon Com Inc	2.400%	02/22/2023	352,656.56	99.67	351,817.73	8,472.00	2.41%	3,739.04
470,000	General Dynamics Corp	3.375%	05/15/2023	476,093.05	100.24	471,124.50	15,862.50	3.37%	3,323.15
373,000	Burlington Northn Santa Fe	3.850%	09/01/2023	377,882.57	100.55	375,069.07	14,360.50	3.83%	5,976.86
191,000	Cisco Systems Inc	2.200%	09/20/2023	189,862.48	99.13	189,346.38	4,202.00	2.22%	1,525.87
373,000	Deere John Capital Corp	3.650%	10/12/2023	383,670.76	100.68	375,544.20	13,614.50	3.63%	4,107.17
374,000	State Street Corp	3.700%	11/20/2023	392,227.00	100.92	377,441.10	13,838.00	3.67%	2,705.75
469,000	Caterpillar Finl Svcs	3.750%	11/24/2023	488,541.36	100.88	473,119.79	17,587.50	3.72%	3,242.39
468,000	Truist Finl Corp	3.750%	12/06/2023	485,403.26	101.05	472,900.28	17,550.00	3.71%	2,647.21
375,000	Blackrock Inc	3.500%	03/18/2024	379,436.25	100.79	377,965.29	13,125.00	3.47%	4,839.39
235,000	MetLife Inc	3.600%	04/10/2024	242,189.29	100.82	236,933.94	8,460.00	3.57%	2,599.44
468,000	Comcast Corp New	3.700%	04/15/2024	486,999.46	100.80	471,765.27	17,316.00	3.67%	5,078.72
478,000	Texas Instruments Inc	2.625%	05/15/2024	484,080.02	99.05	473,446.87	12,547.50	2.65%	2,628.67
242,000	Paccar Financial Corp	2.150%	08/15/2024	245,945.38	97.65	236,320.08	5,203.00	2.20%	2,398.03
598,000	Unitedhealth Group Inc	2.375%	08/15/2024	612,447.46	98.85	591,099.08	14,202.50	2.40%	6,545.84
241,000	United Parcel Svcs Inc	2.200%	09/01/2024	242,165.57	98.47	237,319.47	5,302.00	2.23%	2,206.70
390,000	Coca Cola Co	1.750%	09/06/2024	395,146.14	97.76	381,260.05	6,825.00	1.79%	2,745.25
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	97.31	593,575.49	13,420.00	2.26%	3,336.26
483,000	Pepsico Inc	2.250%	03/19/2025	494,354.84	98.16	474,113.40	10,867.50	2.29%	3,976.66
487,000	Target Corp	2.250%	04/15/2025	494,519.29	97.87	476,632.42	10,957.50	2.30%	3,213.79
504,000	US Bancorp	1.450%	05/12/2025	498,297.09	95.42	480,917.92	7,308.00	1.52%	1,592.25

# Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
827,000	JPMorgan Chase & Co	3.900%	07/15/2025	873,558.57	101.20	836,921.73	32,253.00	3.85%	1,351.38
585,000	Bank Of America Corp	3.875%	08/01/2025	624,331.14	100.93	590,445.02	22,668.75	3.84%	11,334.38
472,000	Home Depot Inc	3.350%	09/15/2025	499,974.23	100.54	474,553.91	15,812.00	3.33%	5,962.63
257,000	Prudential Finl Inc	1.500%	03/10/2026	249,874.41	93.17	239,454.61	3,855.00	1.61%	1,507.54
403,000	Procter & Gamble Co	1.000%	04/23/2026	394,061.18	93.73	377,740.11	4,030.00	1.07%	1,091.93
524,000	Schwab Charles Corp	1.150%	05/13/2026	503,714.96	91.95	481,820.74	6,026.00	1.25%	1,296.09
485,000	Intel Corp	2.600%	05/19/2026	497,799.65	98.40	477,239.75	12,610.00	2.64%	2,500.87
13,079,000	<b>** Sub Totals **</b>			13,329,825.25		12,939,442.24	362,432.00	2.80%	101,599.28
	<u>U.S. Treasury Bills</u>								
1,424,000	U S Treasury Bills		08/02/2022	1,421,919.67	99.99	1,423,927.38	6,621.26	0.47%	0.00
2,382,000	U S Treasury Bills		10/06/2022	2,370,406.81	99.59	2,372,238.56	51,643.63	2.18%	0.00
3,806,000	<b>** Sub Totals **</b>			3,792,326.48		3,796,165.94	58,264.89	1.53%	0.00
	<u>U.S. Treasury Notes &amp; Bonds</u>								
2,246,000	U S Treasury Notes	1.750%	01/31/2023	2,251,056.92	99.43	2,233,278.66	39,305.00	1.76%	19,652.50
2,648,000	U S Treasury Notes	1.375%	06/30/2023	2,640,009.54	98.57	2,610,038.27	36,410.00	1.39%	3,067.15
1,471,000	U S Treasury Notes	0.250%	09/30/2023	1,446,948.50	96.90	1,425,432.83	3,677.50	0.26%	1,225.83
2,133,000	U S Treasury Notes	2.875%	11/30/2023	2,179,603.78	99.89	2,130,749.69	61,323.75	2.88%	10,220.63
2,036,000	U S Treasury Notes	2.125%	03/31/2024	2,034,316.55	98.64	2,008,402.02	43,265.00	2.15%	14,421.67
2,888,000	U S Treasury Notes	2.000%	04/30/2024	2,893,472.33	98.40	2,841,858.42	57,760.00	2.03%	14,440.00
2,753,000	U S Treasury Notes	0.625%	10/15/2024	2,688,117.38	95.21	2,621,048.71	17,206.25	0.66%	5,030.24
2,539,000	U S Treasury Notes	0.500%	03/31/2025	2,466,140.98	93.97	2,385,966.85	12,695.00	0.53%	4,231.67
2,320,000	U S Treasury Notes	0.250%	06/30/2025	2,213,630.56	92.79	2,152,797.60	5,800.00	0.27%	488.59
2,077,000	U S Treasury Notes	0.375%	11/30/2025	1,972,491.75	92.29	1,916,925.61	7,788.75	0.41%	1,298.13
2,215,000	U S Treasury Notes	0.375%	01/31/2026	2,109,604.43	91.95	2,036,761.17	8,306.25	0.41%	4,153.13
2,062,000	U S Treasury Notes	0.750%	03/31/2026	1,982,404.35	92.91	1,915,888.74	15,465.00	0.81%	5,155.00
2,598,000	U S Treasury Notes	0.750%	08/31/2026	2,485,764.10	92.31	2,398,177.43	19,485.00	0.81%	8,101.10
29,986,000	<b>** Sub Totals **</b>			29,363,561.17		28,677,326.00	328,487.50	1.15%	91,485.64

# Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income
<u>U.S. Obligations Variable</u>								
1,065,000	U S Treasury Notes	2.555%	10/31/2023	1,066,455.34	100.34	1,068,594.38	27,210.75	2.55% 6,953.86
1,065,000	* * <i>Sub Totals</i> * *			1,066,455.34		1,068,594.38	27,210.75	2.55% 6,953.86
48,969,474.94	* * <i>Grand Totals</i> * *			48,585,643.18		47,515,003.50	779,280.86	1.64% 202,467.33

### Cash Summary

<i>Principal Cash</i>	-517,264.05
<i>Income Cash</i>	517,264.05
<i>Invested Income</i>	0.00

# Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 509,760.35	\$ -509,760.35	\$ 39,597,322.23
	<u>Interest</u>			
07/11/2022	Purchase Accrued Interest U S Treasury Notes 2.8750% 11/30/23	-1,397.75		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 2.1250% 03/31/24	-2,457.68		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 2.0000% 04/30/24	-2,300.87		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.5000% 03/31/25	-737.13		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.2500% 06/30/25	-35.65		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.3750% 11/30/25	-183.58		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.3750% 01/31/26	-773.87		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.7500% 03/31/26	-913.40		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.7500% 08/31/26	-1,548.60		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 0.2500% 09/30/23	-197.17		
07/11/2022	Purchase Accrued Interest U S Treasury Notes 1.3750% 06/30/23	-210.85		
07/12/2022	Purchase Accrued Interest Bank Of America Corp 3.8750% 08/01/25	-2,131.57		
07/12/2022	Purchase Accrued Interest Caterpillar Finl Svcs 3.7500% 11/24/23	-480.00		
07/12/2022	Purchase Accrued Interest Comcast Corp New 3.7000% 04/15/24	-867.34		
07/12/2022	Purchase Accrued Interest Home Depot Inc 3.3500% 09/15/25	-1,110.53		
07/12/2022	Purchase Accrued Interest Intel Corp 2.6000% 05/19/26	-409.57		
07/12/2022	Purchase Accrued Interest	-3,125.53		

## Account Transactions

Date	Description	Income	Principal	Carrying Value
07/12/2022	JPMorgan Chase & Co 3.9000% 07/15/25 Purchase Accrued Interest	-460.00		
07/12/2022	MetLife Inc 3.6000% 04/10/24 Purchase Accrued Interest	-559.72		
07/12/2022	PNC Finl Svcs Group Inc 2.2000% 11/01/24 Purchase Accrued Interest	-430.18		
07/12/2022	Paccar Financial Corp 2.1500% 08/15/24 Purchase Accrued Interest	-294.83		
07/12/2022	Prudential Finl Inc 1.5000% 03/10/26 Purchase Accrued Interest	-222.40		
07/12/2022	Schwab Charles Corp 1.1500% 05/13/26 Purchase Accrued Interest	-384.27		
07/12/2022	United Parcel Svcs Inc 2.2000% 09/01/24 Purchase Accrued Interest	-256.17		
07/12/2022	US Bancorp 1.4500% 05/12/25 Purchase Accrued Interest	-1,115.26		
07/15/2022	Unitedhealth Group Inc 2.3750% 08/15/24 Interest	15,795.00		
07/15/2022	JPMorgan Chase & Co 3.9000% 07/15/25 Interest	16,913.75		
07/19/2022	U S Treasury Notes 1.7500% 07/15/22 Purchase Accrued Interest	-3,357.82		
07/19/2022	U S Treasury Notes 1.7500% 01/31/23 Purchase Accrued Interest	-911.71		
07/19/2022	U S Treasury Notes 0.6250% 10/15/24 Purchase Accrued Interest	-915.23		
07/22/2022	U S Treasury Notes 2.1450% 10/31/23 Purchase Accrued Interest	-640.00		
07/22/2022	Amazon Com Inc 2.4000% 02/22/23 Purchase Accrued Interest	-577.88		
07/22/2022	General Dynamics Corp 3.3750% 05/15/23 Purchase Accrued Interest	-12.89		
07/22/2022	JPMorgan Chase & Co 3.9000% 07/15/25 Purchase Accrued Interest	-791.81		
07/22/2022	Pepsico Inc 2.2500% 03/19/25 Purchase Accrued Interest	-630.50		

# Account Transactions

Date	Description	Income	Principal	Carrying Value
07/22/2022	Target Corp 2.2500% 04/15/25 Purchase Accrued Interest	-478.77		
07/29/2022	Texas Instruments Inc 2.6250% 05/15/24 Interest	5,649.25		
	Bank of New York Mellon 2.9500% 01/29/23			
	<b>Sub Total</b>	7,437.47	0.00	0.00
	<u>Dividends</u>			
07/01/2022	Dividend Fidelity Gov Port III FCGXX Interest From 06/01/2022 To 06/30/2022	66.23		
	<b>Sub Total</b>	66.23	0.00	0.00
	<u>Buys</u>			
07/11/2022	Buy U S Treasury Bills 08/02/22 124000 Par Val @ \$99.9232		-123,904.77	123,904.77
07/11/2022	Buy U S Treasury Notes 2.8750% 11/30/23 434000 Par Val @ \$99.6875		-432,643.75	432,643.75
07/11/2022	Buy U S Treasury Notes 2.1250% 03/31/24 415000 Par Val @ \$98.3359		-408,093.99	408,093.99
07/11/2022	Buy U S Treasury Notes 2.0000% 04/30/24 588000 Par Val @ \$98.0586		-576,584.57	576,584.57
07/11/2022	Buy U S Treasury Notes 0.5000% 03/31/25 529000 Par Val @ \$93.0938		-492,466.20	492,466.20
07/11/2022	Buy U S Treasury Notes 0.2500% 06/30/25 477000 Par Val @ \$91.793		-437,852.61	437,852.61
07/11/2022	Buy U S Treasury Notes 0.3750% 11/30/25 437000 Par Val @ \$91.0586		-397,926.08	397,926.08
07/11/2022	Buy		-420,463.81	420,463.81



## Account Transactions

Date	Description	Income	Principal	Carrying Value
07/11/2022	U S Treasury Notes 0.3750% 01/31/26 464000 Par Val @ \$90.6172 Buy		-400,077.00	400,077.00
07/11/2022	U S Treasury Notes 0.7500% 03/31/26 437000 Par Val @ \$91.5508 Buy		-509,883.49	509,883.49
07/11/2022	U S Treasury Notes 0.7500% 08/31/26 562000 Par Val @ \$90.7266 Buy		-273,459.79	273,459.79
07/11/2022	U S Treasury Notes 0.2500% 09/30/23 283000 Par Val @ \$96.6289 Buy		-505,044.40	505,044.40
07/12/2022	U S Treasury Notes 1.3750% 06/30/23 513000 Par Val @ \$98.4492 Buy		-123,071.34	123,071.34
07/12/2022	Bank Of America Corp 3.8750% 08/01/25 123000 Par Val @ \$100.058 Buy		-96,817.92	96,817.92
07/12/2022	Caterpillar Finl Svcs 3.7500% 11/24/23 96000 Par Val @ \$100.852 Buy		-97,587.82	97,587.82
07/12/2022	Comcast Corp New 3.7000% 04/15/24 97000 Par Val @ \$100.606 Buy		-101,728.68	101,728.68
07/12/2022	Home Depot Inc 3.3500% 09/15/25 102000 Par Val @ \$99.734 Buy		-104,043.59	104,043.59
07/12/2022	Intel Corp 2.6000% 05/19/26 107000 Par Val @ \$97.237 Buy		-164,295.85	164,295.85
07/12/2022	JPMorgan Chase & Co 3.9000% 07/15/25 163000 Par Val @ \$100.795 Buy		-50,119.00	50,119.00
07/12/2022	MetLife Inc 3.6000% 04/10/24 50000 Par Val @ \$100.238 Buy		-125,350.59	125,350.59
	PNC Finl Svcs Group Inc 2.2000% 11/01/24			

# Account Transactions

Date	Description	Income	Principal	Carrying Value
07/12/2022	129000 Par Val @ \$97.171 Buy Paccar Financial Corp 2.1500% 08/15/24 49000 Par Val @ \$97.701		-47,873.49	47,873.49
07/12/2022	Buy Prudential Finl Inc 1.5000% 03/10/26 58000 Par Val @ \$91.684		-53,176.72	53,176.72
07/12/2022	Buy Schwab Charles Corp 1.1500% 05/13/26 118000 Par Val @ \$90.348		-106,610.64	106,610.64
07/12/2022	Buy United Parcel Svcs Inc 2.2000% 09/01/24 48000 Par Val @ \$97.862		-46,973.76	46,973.76
07/12/2022	Buy US Bancorp 1.4500% 05/12/25 106000 Par Val @ \$94.055		-99,698.30	99,698.30
07/12/2022	Buy Unitedhealth Group Inc 2.3750% 08/15/24 115000 Par Val @ \$98.308		-113,054.20	113,054.20
07/18/2022	Buy U S Treasury Bills 10/06/22 2382000 Par Val @ \$99.5133		-2,370,406.81	2,370,406.81
07/19/2022	Buy U S Treasury Notes 1.7500% 01/31/23 411000 Par Val @ \$99.4023		-408,543.45	408,543.45
07/19/2022	Buy U S Treasury Notes 0.6250% 10/15/24 562000 Par Val @ \$94.5156		-531,177.67	531,177.67
07/19/2022	Buy U S Treasury Notes 2.1450% 10/31/23 191000 Par Val @ \$100.2629		-191,502.14	191,502.14
07/22/2022	Buy Amazon Com Inc 2.4000% 02/22/23 64000 Par Val @ \$99.667		-63,786.88	63,786.88
07/22/2022	Buy General Dynamics Corp 3.3750% 05/15/23 92000 Par Val @ \$100.28		-92,257.60	92,257.60

## Account Transactions

Date	Description	Income	Principal	Carrying Value
07/22/2022	Buy JPMorgan Chase & Co 3.9000% 07/15/25 17000 Par Val @ \$100.64		-17,108.80	17,108.80
07/22/2022	Buy Pepsico Inc 2.2500% 03/19/25 103000 Par Val @ \$97.424		-100,346.72	100,346.72
07/22/2022	Buy Target Corp 2.2500% 04/15/25 104000 Par Val @ \$96.97		-100,848.80	100,848.80
07/22/2022	Buy Texas Instruments Inc 2.6250% 05/15/24 98000 Par Val @ \$98.971		-96,991.58	96,991.58
	<b>Sub Total</b>	0.00	-10,281,772.81	10,281,772.81
	<u>Sells</u>			
07/15/2022	Maturity U S Treasury Notes 1.7500% 07/15/22 1933000 PV @ \$ 100.00 Cost Basis Removed \$1,940,950.23 Short Term Gain/Loss : \$-4,707.62 Long Term Gain/Loss : \$-3,242.61		1,933,000.00	-1,959,383.04
	<b>Sub Total</b>	0.00	1,933,000.00	-1,959,383.04
	<u>Disbursements</u>			
07/25/2022	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Invoice # 10823022201 Investment Advisory Fee per Sec 9 of Custody Agreement		-3,239.95	
07/26/2022	Cash Disbursement Miscellaneous Disbursement Paid To : Legg Mason Private Portfolio Group, LLC Ref: 2022-Q3-CITY0041 Management Fee per Sec 9 of Custody Agreement		-16,141.80	
	<b>Sub Total</b>	0.00	-19,381.75	0.00

# Account Transactions

Date	Description	Income	Principal	Carrying Value
<u>Receipts</u>				
07/07/2022	Cash Deposit Miscellaneous Receipt Deposit of funds from the City of South Pasadena		9,300,000.00	
<b>Sub Total</b>		0.00	9,300,000.00	0.00
<u>Cash Management</u>				
07/01/2022	Sweep - Buy Fidelity Gov Port III FCGXX 66.23 Par Val @ \$1.00		-66.23	66.23
07/07/2022	Sweep - Buy Fidelity Gov Port III FCGXX 9300000 Par Val @ \$1.00		-9,300,000.00	9,300,000.00
07/11/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 4989157.01 Par Val @ \$1.00		4,989,157.01	-4,989,157.01
07/12/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 1342249.27 Par Val @ \$1.00		1,342,249.27	-1,342,249.27
07/15/2022	Sweep - Buy Fidelity Gov Port III FCGXX 1965708.75 Par Val @ \$1.00		-1,965,708.75	1,965,708.75
07/18/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 2370406.81 Par Val @ \$1.00		2,370,406.81	-2,370,406.81
07/19/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 1136408.02 Par Val @ \$1.00		1,136,408.02	-1,136,408.02
07/22/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 474472.23 Par Val @ \$1.00		474,472.23	-474,472.23
07/25/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 3239.95 Par Val @ \$1.00		3,239.95	-3,239.95
07/26/2022	Sweep - Sell Fidelity Gov Port III FCGXX		16,141.80	-16,141.80

July 01, 2022 through July 31, 2022

Account Name : South Pasadena Custody

Account No : ██████████

## Account Transactions

<b>Date</b>	<b>Description</b>	<b>Income</b>	<b>Principal</b>	<b>Carrying Value</b>
07/29/2022	Sold 16141.8 Par Val @ \$1.00 Sweep - Buy Fidelity Gov Port III FCGXX 5649.25 Par Val @ \$1.00		-5,649.25	5,649.25
		<b>Sub Total</b>		
		0.00	-939,349.14	939,349.14
	<b>Ending Balances</b>	\$ 517,264.05	\$ -517,264.05	\$ 48,859,061.14

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**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  
July 31, 2022**

**2016 Water Revenue Bonds**

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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**BNY Mellon Project Fund**

1	Cash		44.89	0.010%	44.89	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,522.44	0.250%	158,291.81	0.250%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>		<b>0.52%</b>	<b>158,567.33</b>	<b>0.250%</b>	<b>158,336.70</b>	<b>0.250%</b>		<b>1</b>	
<b>Total Project Fund</b>			<b>158,567.33</b>	<b>0.250%</b>	<b>158,336.70</b>	<b>0.250%</b>		<b>1</b>	

**Exhibit C**

**July 31, 2022  
Investment Report**

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

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





# City Council Agenda Report

ITEM NO. 11

**DATE:** September 21, 2022

**FROM:** Arminé Chaparyan, City Manager *Ae*

**PREPARED BY:** Ted Gerber, Public Works Director  
Belinda Varela, Acting Management Service Director  
Tamara Binns, Assistant to the City Manager

**SUBJECT:** **Adoption of a Resolution Approving a New Public Works Job Description, Classification and Salary Schedule Creation of Facilities and Parks Supervisor; and Approval of a Second Senior Maintenance Worker**

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## Recommendation

It is recommended that the City Council:

1. Approve the reclassification of the Facilities Supervisor and Parks Supervisor to one Facilities and Parks Supervisor position; and
2. Approve the addition of a second Senior Maintenance Worker from the cost savings of consolidating the Facilities and Parks Supervisor positions.

## Discussion

The Public Works Director together with the City Manager is proposing the reclassification of the Facility Supervisor and Parks Supervisor to one Facilities and Parks Supervisor position, and creating a second Senior Maintenance Worker with the salary savings.

## Analysis

In the Public Works Department, there is currently a full time Facilities Supervisor and a Parks Supervisor, who handle maintenance of buildings, parks, landscaping, lighting, trees, and many more responsibilities for the City. The current Public Works Operations Manager oversees both areas of Facilities and Parks, as both positions are currently vacant. The vacancies provide an opportunity to evaluate the current needs of the Public Works Department and the agency, to ensure operational efficiency. The suggested reclassification and combination of two positions optimizes the Department's organizational structure and provides a cost savings if approved, which are annotated in Exhibit A and B of the resolution attached.

The City surveyed comparable cities with comparable job classifications to develop appropriate job duties and salary schedules for the Facilities and Parks Supervisor position, attached for your consideration. The cost savings from combining these two roles is \$111,971, and with these salary savings, it is recommended City Council approve an additional Senior Maintenance Worker, with the position's salary total at \$69,108 and corresponding fully burdened rate of \$108,957. If approved, this position

would oversee day to day assignments, as well as provide entry level staff oversight and technical knowledge.

With the stated departmental changes, the current approved organizational chart will be reflective of these changes, with one additional update as the current approved organizational chart for the Public Works Department shows the Public Works Assistant position reporting to the Deputy Director. This assignment will be updated to reflect the Public Works Assistant reporting to the Director.

**Alternatives**

Council approved a comprehensive classification and compensation study to evaluate positions and job functions for all city classifications, the compensation portion has been completed and the classification portion of the study will commence this fiscal year. Human Resources requires the approved job descriptions and salary schedules for the positions approved in the 2022-2023 Budget to begin the recruitments for these positions.

**Fiscal Impact**

The Facilities and Parks Supervisor is a reclassification, combining the existing Facility Supervisor and Park Supervisor positions.

<b>Proposed Reclassification</b>	<b>Proposed Monthly Salary Range</b>	<b>Decrease to Fully Burdened Rate by Combining Positions</b>
Facilities and Parks Supervisor ( <i>Reclassified from combining the individual Facility Supervisor and Parks Supervisor</i> )	\$7,039 - \$9,429	(\$111,971)

The total fully burdened rate, which includes salary and benefits, for the reclassified position of Facilities and Parks Supervisor is \$168,961.

The additional Senior Maintenance Worker, is partially funded from salary savings of combing the Facilities Supervisor and Parks Supervisor positions.

<b>Proposed Additional Position</b>	<b>Proposed Monthly Salary Range</b>	<b>Increase to Fully Burdened Rate from Adding a Second Position</b>
Senior Maintenance Worker	\$4,928 - \$5,989	\$108,957

The total fully burdened rate, which includes salary and benefits, for the additional position of Senior Maintenance worker is \$108,957. There is a \$3,014 cost savings associated with all the changes proposed above.

Attachment: Resolution Adopting Classification and Salary Schedule

**ATTACHMENT**

Resolution Adopting Classification and Salary Schedule Creation of a  
Facilities and Parks Supervisor

**RESOLUTION NO. XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A NEW JOB DESCRIPTION AND SALARY RANGE FOR THE FACILITIES AND PARKS SUPERVISOR**

**WHEREAS**, the City wishes to establish a new Public Works Facilities and Parks Supervisor position by reclassifying the Facilities Supervisor and Parks Supervisor in to one position; and

**WHEREAS**, adopt the job description and salary schedule for the Facilities and Parks Supervisor.

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

**SECTION 1.** That the classification of Facilities and Parks Supervisor is hereby established.

**SECTION 2.** That the job description for the Facilities and Parks Supervisor is attached hereto as shown in Exhibit A, is hereby adopted.

**SECTION 3.** That the salary schedule for the Facility and Parks Supervisor is hereby established.

**SECTION 4.** That the base salary for the Facilities and Parks Supervisor is attached hereto as shown Exhibit B, is hereby adopted.

**SECTION 5.** The Facilities and Parks Supervisor is represented by the Public Service Employees' Association.

**SECTION 6.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** on this 21st day of September, 2022.

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Desiree Jimenez, CMC  
Chief City Clerk

\_\_\_\_\_  
Andrew Jared, City Attorney

**I HEREBY CERTIFY** Resolution No. XXX was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st day of September, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Desiree Jimenez, CMC  
Chief City Clerk

# Exhibit A

## Facilities and Parks Supervisor

(Full Time – Public Service Employees Association)

### Purpose

Under the direction of the Public Works Operations Manager, organizes and directs custodial, building and facilities maintenance, grounds maintenance, parks maintenance, and general maintenance activities at assigned City sites; coordinate projects, communications, and personnel to meet City needs and assure smooth and efficient activities; train and evaluate the performance of assigned personnel.

### Distinguishing Characteristics

The Facilities and Parks Supervisor is responsible for leading and assisting tree maintenance work including trimming, chipping, troubleshooting diseases, planting, watering, spraying, removing, diagnosing conditions trees and plantings in the parks, parkways, and public grounds; and all related work in the parks and medians through the city. In addition, supervises the maintenance of City buildings and the City's street lighting, signal lights, mechanical, plumbing, and electrical systems, and other duties as required. Monitors and reviews contractors' work in janitorial, urban forestry, signal maintenance, pest abatement, graffiti control and other services. The Facilities and Parks Supervisor is also responsible for the first line supervision of employees engaged in the maintenance and repair of City buildings, parks, equipment, furniture, plumbing and all electrical systems within the City; assigns work and reviews work of electrician and all assigned maintenance workers.

### Examples of Duties and Essential Functions

- Leads and assists in the trimming/pruning, arborist assessment, and planting and removal of parkway and park trees; supervises the tree contractor when work is going on in the city.
- Responds to complaints and inquiries from the general public.
- Inspects trees throughout the city and plans accordingly in response to the work orders generated.
- Carries all duties and responsibilities while tending to the public parks, parkways, and medians. Trimming shrubs and soft cape material, as well as litter removal and general maintenance in the parks, parkways, and medians. All landscaping is maintained clean and safe for public's use.
- Ensures all vehicles and equipment is maintained and kept in proper working conditions.
- Ensures safety practices adopted by the city and spelled out in ANSI literature is applied in daily work.

# Exhibit A

- Supervises all contractual work in progress from the maintenance contractor and the tree contractors and carries out work directed from the supervisor. Report writing for several commissions and other departments.
- Supervises the installation, servicing, and repairs to plumbing fixtures, heating and air conditioning, electrical equipment and wiring, and any other facilities maintenance related activity.
- Establishes policies and procedures relating to preventive maintenance and repair of City buildings and electrical systems within the City.
- Supervises, directs, and coordinates electrician and building maintenance employees; inspects work performed to ensure compliance with established procedures; schedules work and monitors performance.
- Assists in budget planning and monitoring for building maintenance, traffic signals and street lighting activities.
- Receives and responds to work requests and complaints regarding the level of maintenance services.
- Determines products, materials, and equipment, to be used in building and facility maintenance; may interact with sales representatives; prepares purchase orders; maintains inventory of materials, tools and equipment.
- Maintains City buildings and electrical related systems, including lighting, air conditioning, electrical wiring and cabling; adds or repairs electrical circuits and computer cabling; changes filters in air conditioning units; adds chemicals to water towers; maintains and replaces water pumps in air conditioners.
- Performs maintenance and repair of street lighting including checking and replacing bulbs, transformers, starter cards, and fuses; replaces or repairs electrical wire and conduit from pull box to pole; replaces light ballast; replaces or repairs street light poles and arms; trims trees around street fixtures.
- Perform related duties as assigned.

## **Employment Standards**

### Education/Experience:

Graduation from high school or equivalent and four years' experience in general tree maintenance work, including trimming, diagnosing report writing, and facilities maintenance of lighting, plumbing and mechanical systems.

### Knowledge of:

Supervision practices; electrical theory, principles, methods, materials, tools, and equipment used in the maintenance, installation, and repair of lighting systems and electrical equipment; occupational hazards and safety regulations of the electrical trade; carpentry, plumbing and general maintenance. Gardening and grounds keeping methods and practices. Characteristics of common shade and ornamental trees: the methods and equipment used in planting, pruning, trimming, spraying, and removing

# Exhibit A

trees and shrubs. Certified tree worker with a pest applicator license is desirable for this position.

## Ability to:

Supervise, organize, and review the work of an electrician and building maintenance worker. Select, supervise, train, and evaluate staff. Read and interpret construction drawings and electrical wiring diagrams. Prepare clear and concise reports. Communicate clearly and concisely both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work. Review and instruct the contractors working for the city on the proper methods to complete the task at hand. Must have knowledge on the proper use of ladders boom trucks, chippers, chainsaws, ropes, skip loaders, and other equipment used in the tree industry. Must have ability to follow and give directions and keep a log of all work and problems. Establishes and maintains an effective working relationship with superintendent, and fellow employees, and the public.

## Physical Demands:

Regularly performs active physical work without prolong heavy exertion. Occasionally performs strenuous physical work and lifting of objects over 50 lbs., combined with bending, twisting, working above ground or on irregular surfaces.

## Special Requirements:

Valid class B California driver's license. Certified tree worker by the International Society of arboriculture and a pest applicators certificate from LA County are required or will have one year to meet the requirements. All training and certification documents need to be presented before the selection process. First Aid and CPR are mandatory as per the Tree worker certificate.

## Working Conditions

### Environment:

Regular exposure to unpleasant elements such as dust, fumes and odors, dampness, noise levels, or outside weather conditions. Regularly works at heights of 50 feet or more.

### **FLSA Status:**

Non-Exempt



## Exhibit B

### RECLASSIFIED

#### Facilities and Parks Supervisor

(Effective September 21, 2022)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Facilities and Parks Supervisor	\$ 7,039	\$7,390	\$7,759	\$8,146	\$ 8,553	\$8,980	\$9,429



# City Council Agenda Report

ITEM NO. 12

**DATE:** September 21, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** H. Ted Gerber, Director of Public Works

**SUBJECT:** **Authorize the City Manager to Execute a Contract with West Coast Arborists, Inc. in the amount of \$705,500 for Urban Forestry Services**

## Recommendation

It is recommended that the City Council:

1. Award a contract to West Coast Arborists, Inc. (Contractor) to provide urban forestry services to the City for an annual amount of \$705,500 for urban forestry services for:
  - a. Fiscal Years 2022-2023, 2023-2024, and 2024-2025, or
  - b. Fiscal Year 2022-2023, with an option to renew the agreement in years 2023-2024 and 2024-2025;
2. Appropriate an additional \$155,000 from the General Fund to Park Maintenance Contract Services Account No. 101-6010-6410-8170-000 to sufficiently fund services for the City's urban forest, as well as as-needed services for events or special requests; and
3. Authorize the City Manager to enter into a maintenance agreement with West Coast Arborists, Inc. and execute any related documents.

## Background

South Pasadena has a mature urban forest that contains over 10,000 trees. The City has been an Arbor Day Foundation Tree City, USA, for over 23 years. To maintain the urban forest properly, the City has established a maintenance plan, where trees are pruned and inspected regularly, and new trees are planted to fill the existing vacant tree wells and replace aging trees.

On February 21, 2018, the City Council approved a three-year maintenance agreement with West Coast Arborists (WCA) to perform urban forestry services, and authorized a not-to-exceed contract amount of \$375,000 for Fiscal Year (FY) 2017-2018. On August 15, 2018, the City entered into a first amendment to the contract with WCA for urban forestry services for a not-to-exceed amount of \$404,500 for FY 2018-2019. On August 21, 2019, the City entered into a second amendment to the contract with WCA for urban forestry services for an amount not to exceed \$379,500 for FY 2019-2020. On July 15,

2020, the City entered into a third amendment to the contract with WCA for urban forestry services for a not-to-exceed amount of \$379,500 for FY 2020-2021. In addition, on October 20, 2021, the City entered into a fourth amendment to the contract with WCA for urban forestry services for a not-to-exceed amount of \$465,000 for FY 2021-2022. This fifth contract amendment for \$30,000 would provide emergency services for the first quarter of FY 2022-2023, from July 2022 through September 2022. On June 15, 2022, City Council approved a fifth amendment to extend the WCA agreement until September 30, 2022 to allow City staff sufficient time to conduct procurement for a new urban forestry services contract.

### Analysis

The City of South Pasadena Public Works Department solicited proposals from urban forestry service firms, through a request for proposals (RFP) posted on the PlanetBids website on August 13, 2022. To control costs and reduce administrative staff effort, the RFP requested fixed costs for the first three years of the agreement. Twenty-one (21) firms were notified of the proposal opportunity, including vendors that provide urban forestry services to neighboring cities Alhambra, La Canada Flintridge, Monterey Park, Pasadena, & San Marino. Four (4) prospective bidders expressed interest in participating, and one (1) submitted a proposal during the bid period.

The requested urban forestry services generally include provision of all required supplies, materials, equipment, and labor for tree trimming, pruning, removal, planting, inspection, and stump grinding, for a period of three fiscal years. The City may terminate the contract at any time during the three-year period. In addition, subject to approval of the City Council, the contract may be extended for up to two additional years after the initial three-year period. A proposal was received by September 6, 2022 from the following firm:

<b>Bidder</b>	<b>Base Bid (36 months of services)</b>
West Coast Arborists, Inc.	\$2,115,770.00

South Pasadena Municipal Code section 2.99-29 defines the purchasing procedure to select a maintenance services contractor, and lists the factors required to select the lowest responsible bidder. A panel consisting of three City staff members reviewed the one received proposal from West Coast Arborists, Inc., and found the proposal to be responsive, and therefore found West Coast Arborists, Inc. to be the lowest responsible bidder, in accordance with the Municipal Code. West Coast Arborists, Inc. is located in the City of Anaheim.

The base bid amount of \$2,115,770.00 listed above for West Coast Arborists, Inc. includes the anticipated amount of work for the City's urban forest, based on the quantity services such as trimming, planting, and removal conducted in the last several years. Hourly rates for a crew have also been provided to allow the option for City staff

to request additional services for work beyond the routine tasks, for example during a specialty project.

**Fiscal Impact**

The Fiscal Year 2022-2023 adopted budget for urban forestry services in the City is \$550,500, including \$15,000 appropriated to Park Maintenance Contract Services Account No. 101-6010-6410-8170-000, \$50,000 appropriated to Park Maintenance Contract Services Account No. 101-6010-6410-8180-000, \$25,500 appropriated to Street Tree Maintenance Professional Services Account No. 215-6010-6310-8170-000, \$300,000 appropriated to Street Tree Maintenance Contract Services Account No. 215-6010-6310-8180-000, \$10,000 appropriated to Street Tree Maintenance In-Lieu Tree Planting Account No. 215-6010-6310-8181-000, and \$150,000 appropriated to Street Tree Maintenance Annual Tree Planting & Removal Account No. 215-6010-6310-8184-000. An addition budget appropriation from the General Fund for \$155,000 is requested to sufficiently fund services for the City's urban forest.

**Environmental Analysis**

Urban forestry maintenance services on existing and replacement landscaping 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."

**Public Notification of Agenda Item**

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

**Attachment**

Maintenance Services Agreement

**ATTACHMENT**  
Maintenance Services Agreement

**MAINTENANCE AGREEMENT  
Providing Payment of Prevailing Wages**

**(City of South Pasadena / West Coast Arborists, Inc.)**

**1. IDENTIFICATION**

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following recurring maintenance services from a contractor: **Urban Forestry Services.**
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: The required Scope of Services is attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is **Seven Hundred and Five Thousand and Five Hundred Dollars (\$705,500) in Fiscal Year 2022-2023, Seven Hundred and Five Thousand and Five Hundred Dollars (\$705,500) in Fiscal Year 2023-2024, and Seven Hundred and Five Thousand and Five Hundred Dollars (\$705,500) in Fiscal Year 2024-2025.**

3.4. “Commencement Date”: **September 22, 2022.**

3.5. “Termination Date”: **June 30, 2023.** The term of this agreement shall be extended automatically up to two (2) times for an additional twelve (12) month period, to June 30, 2024, and June 30, 2025, respectively, unless the City, under its sole discretion, informs Contractor that it has decided to opt out of such automatic extension by providing written notice no later than sixty (60 ) days prior to expiration.

#### 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 15 (“Termination”) below.

#### 5. CONTRACTOR’S DUTIES

5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor’s profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Victor Gonzalez** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.7. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.8. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.9. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.10. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.



- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.
- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

## 8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813.

Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

## **9. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **10. RELATIONSHIP OF PARTIES**

- 10.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor

shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

**10.4. Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

**11.1. Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

**11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

**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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

**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. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

**11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

**11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act.

Contractor expressly waives its statutory immunity under such statutes or laws as to City.

**11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

**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. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

**12.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

**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 Contractor's obligation to provide them. Contractor shall file with City:

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

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

- Professional Liability Insurance: \$2,000,000 per occurrence,  
\$4,000,000 aggregate
- General Liability:

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

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

- 12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 12.8. 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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: **Risk Management**, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor’s Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

**12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

**12.13. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

**12.14. Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### 13. MUTUAL COOPERATION

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

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

### 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 Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).



If to City:

H. Ted Gerber, Public Works Director  
City of South Pasadena  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

If to Contractor:

Victor Gonzales  
West Coast Arborists, Inc.  
Vice President, Business Development  
2020 East Via Burton  
Anaheim, CA 920806  
Telephone: (714) 991-1900  
Facsimile: (714) 956-3745

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. Remedies.** City retains any and all available legal and equitable remedies for Contractor'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 Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.
- 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 Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 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.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”  
City of South Pasadena

“Contractor”  
Patrick Mahoney, President

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

By: \_\_\_\_\_  
City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
City Attorney

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

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit A**  
**Scope of Services**

**I. TERMS OF CONTRACT**

The initial term of this agreement shall be three (3) years. At the conclusion of the term of the agreement, the City may at its option, extend or terminate the contract. If requested by the Contractor, a contract extension may be considered by the City, provided that such request is made in writing 60 days prior to the separation of the agreement. The contract may be extended up to two (2) additional one (1) year terms under the same terms and conditions, except cost of living increase for the Los Angeles area starting in the fourth year of the agreement. In no case shall said adjustment exceed the change in the cost of living index for the Los Angeles area. The Contractor agrees to provide the services described in this Scope of Services for said additional periods, should the City give the required notice. In addition, the City has the right to terminate the contract with or without cause at any time within thirty (30) days written notice.

**II. SCOPE OF SERVICE**

Contractor shall perform completely all work and incidentals appurtenant to the Specifications of the contract. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

Urban forestry services include complete responsibility for proper care of all trees including tree trimming/pruning, tree removal, tree planting, tree health care, tree inventorying, tree inspection, crew and equipment use, emergency response, and consulting arborist services in the City of South Pasadena.

**III. REQUIRED QUALIFICATIONS**

The firm must hold a valid State of California Contractor's License (D49 and C27) in addition to providing current OSHA certification for all aerial devices to be used during this project. Contractor's Account Manager, Supervisor, and Consulting Arborist must have a valid ISA Certified Arborist credential. These provisions must be provided at time of proposal submission and be kept current throughout the entirety of the contract.

Persons performing the work outlined in the contract must be qualified and trained in the urban forestry services industry. The use of subcontractors is not allowed except for specialized services. The subcontractor must be approved by the City prior to performing any work. The Contractor shall also maintain at least one (1) English-speaking foreman on-site at all times.

The firm must have satisfactorily completed private or public urban forestry maintenance services equivalent to the size or scope of work to the City of South Pasadena. (descriptions of these projects, contact persons, and phone numbers must be provided at proposal submission).

The firm is required to provide and operate an electronic tree inventory and work order system that is geographical information system (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree. The

Contractor must submit an overview and information on their proposed electronic tree inventory and work order system.

The firm must maintain and provide to the City a "Quality Control Plan.". The Quality Control Plan shall provide the City with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

#### **IV. PREVAILING WAGES**

In accordance with the provisions of Section 1770 et seq., of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the Department of Industrial Relations Director's General Prevailing Wage Determinations.

Attention is directed to the provisions of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or the Division of Apprenticeship Standards and its branch offices.

#### **V. GENERAL REQUIREMENTS**

##### **LICENSES AND PERMITS**

Contractor shall obtain at its sole cost and expense such licenses, permit and approvals as may be required by law for the performance of the services required by these Contract Documents. Contractor shall maintain a valid City business license through the duration of the contract term.

##### **NON-DISCRIMINATION**

Contractor is required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, AIDS disability, sex or national origin. Contractor is required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color ancestry, age, sexual orientation, AIDS disability, sex or national origin.

##### **INSURANCE**

Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, insurance with an insurance company admitted to do business in California and approved by the City in accordance to Section 12 ("Insurance") of the Maintenance Agreement.



### **PERSONNEL**

Personnel shall not be employees of or have any contractual relationship with the City of South Pasadena.

### **EQUAL OPPORTUNITY**

In connection with the execution of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: equipment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **PROJECT ORGANIZATION**

Contractor must provide a project manager to act as a liaison with the Park Supervisor/Public Works Operations Manager, who will coordinate written reports and see the project through to satisfactory conclusion. The City's Park Supervisor/Public Works Operations Manager will be responsible for the direction, review and approval of all work.

## **VI. TERMS AND CONDITIONS**

### **METHOD OF PAYMENT**

The City of South Pasadena intends to make payment within forty-five (45) days of invoice submittal following satisfactory completion of the work required.

### **INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

### **CHANGES**

The City may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

### **ADDITIONS/DELETIONS OF SERVICE**

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the contracted price. Should additional services be required from this contract, prices for such additions shall be in accordance with Agreement. No additional work should be performed unless otherwise authorized by the City in writing.

### **CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

### **RECORDS AND REPORTS**

Contractor shall prepare and submit to the Park Supervisor/Public Works Operations Manager such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Park Supervisor/Public Works Operations Manager to evaluate the performance of such services. The Park Supervisor/Public Works Operations Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Park Supervisor/Public Works Operations Manager upon the termination of this Agreement, and Contractor shall have no claim for further compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement may be subject to release under the California Public Records Act.

## VII. SPECIAL PROVISIONS

### 1) General Requirements:

- a. Contractor must hold a valid, in good standing California D-49 and C-27 Contractor's License through the duration of the contract term.
- b. Working hours shall be 8:00 am to 5:00 pm Monday through Friday. Use of motorized equipment must follow Chapter 19A of the City Municipal Code. Any afterhours work must be approved by the City in writing.
- c. Contractor shall stop work and notify the City if a bird nest is found while performing services. Services shall be scheduled after the bird nesting s complete. Contractor shall follow the Los Angeles Audubon Society Guide to Bird Friendly Tree and Shrub Trimming and Removals Guidelines.
- d. Assembly Bill 73:
  - i. The Contractor shall comply with the requirements of Assembly Bill73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least two (2) days prior to excavation..."
  - ii. Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.
  - iii. Two (2) working days before starting any work below ground level, the Contractor shall contact Dig Alert at (800) 422-4133. Contractor shall make sure utilities are located in the area and arrange their work so as not to damage any utility services. The Contractor is responsible for providing Dig Alert related field markings and coordination.
- e. The City will own all final documents developed during the services.
- f. The Contractor shall provide extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. This training shall include the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs, as well as training courses in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.
- g. Work shall be performed in a manner that provides the maximum safety to the general public as well as Contractor employees. Contractor shall instruct crews to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. Contractor shall provide employees with state-of-the-art training tools and instructional sessions company wide. Contractor shall utilize the full time Safety Trainer that is professionally trained in the field of horticulture to support staff

training, administering I.S.A. certification training, in-house crew leader training programs, and new hire orientation training.

- h. Contractor shall conduct/maintain: bi-weekly Tailgate Safety Meetings - for each crew; a safety committee that reviews and discusses safety procedures, problems and incentives; an Injury & Illness Prevention Program - integral to overall safety program; on-the-job training programs where new employees are assigned a "buddy" with experience to assist them; video training programs including Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique, as well as presentations in cooperation with Tree Care Industry Association; leadership training programs - continuing training and study utilizing the Crew Leader Home Study Program, available through Tree Care Industry Association; Certification Training - continuing study sessions held in preparation for the International Society of Arboriculture Certification Programs; and safety incentive programs - with a safety bonus program that rewards employees on a company-wide, quarterly basis for time without accidents.
- 2) **Services to be Provided:** Contractor shall furnish all labor, equipment, materials and supervision to perform maintenance services for City trees as described herein including, but not limited to, the following:
- a. Tree Pruning
  - b. Tree Removal
  - c. Stump Removal
  - d. Root Pruning
  - e. Tree Planting
  - f. Tree Staking
  - g. Removal of Hazardous Branches
  - h. Removal of tree debris and/or tree trimmings
  - i. Worksite Cleanup
  - j. Repair of Damaged Sprinklers
  - k. Repair or Replacement of Damaged Fences or Walls
  - l. Soil Replacement
  - m. Damaged Tree and /or Shrub Replacement
  - n. Tree Inspection
  - o. Hazardous Condition Correction and/or Reporting
  - p. Collection of Tree Inventory Data
  - q. Arborist Services
  - r. Distribution of No Parking Signs and Door hangers
  - s. Contact with the Public
  - t. Employee Uniforms with Company Logo or Designation
  - u. Vehicles and Equipment with Company Logos or Designation.
  - v. Traffic Control.
  - w. Other Services Set Forth in this Agreement

All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or their designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by the Contractor. Trimmed trees rejected by the Director, or their designated representative(s), shall be excluded from payment.

Contractor shall have the duty to provide services for City trees as assigned.

Contractors shall be available twenty four (24) hours per day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

Contractor has the duty to familiarize and fully acquaint themselves with the conditions and possible difficulties associated with the performance of the contract. Contractor shall be responsible for carefully verifying the number of trees, tree varieties, and tree locations for any proposed work.

No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

3) **Areas to be Maintained:** Worksites will include City trees within the Public right-of-way. Worksites will also include Parks, Water Reservoirs, Medians, Parkways, Public Facilities or other areas where trees are under the jurisdiction of the City of South Pasadena. Trees to be serviced will be provided on a monthly basis and may consist of individual trees located throughout the City. It should be understood that this project may not be solely “section” or “block” type tree trimming.

4) **Definitions:**

- a. Where “as directed”, “as required”, “as permitted”, “approved”, “acceptance”, or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, “provide” shall be understood to mean “provide complete”, “in place”, “this is”, “furnish and install”; the work “site” as used hereinafter shall be understood to mean the location receiving the service. The use of the word “Director” shall be construed to mean the Director of Public Works, or their delegated representative(s). The use of the word “Contractor” shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- b. The use of the words “shall” and “may” shall be held to mean “mandatory” and “permissive” respectively. The use of the words “his” or “him” shall be construed to mean either gender, as appropriate.
- c. The following are definitions for terms used in this project:
  - i. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
  - ii. Block Trim shall consist of a group of trees to be pruned in a localized area as defined by the Director.
  - iii. Callus shall refer to the new growth made by the cambium layer around or over a wound.
  - iv. Cambium Layer shall mean the growing point between bark and sapwood.

- v. Closure shall refer to the roll of the callus growth around the wound area.
- vi. Crown shall mean the head or canopy of tree foliage.
- vii. The Cut shall mean the exposed wood area that remains after the branch has been removed.
- viii. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.
- ix. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered dormant from the time the leaves fall until new foliage begins to appear.
- x. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
- xi. Leader shall mean central growth shoot.
- xii. Lifting shall refer to the removal of lower branches for under clearance.
- xiii. Parent System shall mean the main trunk system of the tree.
- xiv. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
- xv. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.
- xvi. Sap Flow shall mean the definite course assumed by sap in its movement through the tree.
- xvii. Scars or Injuries shall refer to natural or person-made lesions of the bark in which wood is exposed.
- xviii. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
- xix. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
- xx. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
- xxi. Tracing - shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
- xxii. Trimming - see Pruning

- xxiii. Inspector shall mean the duly authorized representative of the Public Works Department who shall monitor the contractor's progress within the urban forestry project area for which he or she is assigned.
- xxiv. Trash and Litter shall mean any debris generated by the Contractor within the urban forestry project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.

d. Tree Trimming Classifications and Tasks:

- i. Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public right-of-ways.
- ii. A Clearance Trim shall consist of: Removing branches to provide a 14 foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
- iii. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

e. Tree Removals:

- i. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.
- ii. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of eight inches (8") in a twelve-foot (12') zone around the tree shall be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal.
- iii. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow the removal operation as closely as possible. All debris shall

be properly removed off site and at the contractor's expense. However, twigs, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.

f. Root Pruning:

- i. Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.
- ii. Root pruning shall be done with a power stump grinder or power root cutter, unless the Director of Public Works gives prior approval for another method. Extreme care should be taken to prevent injury or damage to landscape, irrigation, structures, obstacles, or private property.

g. Stump Grinding:

- i. Stumping or stump grinding consists of grinding tree stumps to a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent injury or damage to landscape, irrigation, structures, obstacles, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600 in accordance with regulations.

h. Tree Planting:

- i. The City shall prepare a work order of tree planting locations throughout the City.
- ii. Contractor shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
- iii. Contractor shall provide a ninety (90) day warranty for all tree plantings. Contractor is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at the Contractor's sole expense. The warranty period will start over for any trees that require replacement.

i. Emergency Work Charges:

- i. Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond to emergency calls within two (2) hours from time of notification.



j. Hourly Work Charges:

- i. Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, restaking and/or removal of young trees, and other services generally necessary as a result of storm damage. This work shall occur during normal working hours.

**5) Information Technology and System Requirements:**

- a. Contractor is required to provide and operate an electronic tree inventory and work order system that is geographical information system (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree. Tree locations on the GIS shall be accurate to the actual physical location within 3 meters.
- b. Contractor is responsible for providing the City representative and their Staff with login and password information for the system.
- c. Contractor is required to maintain the system through the entire contract term and issue any system updates needed.
- d. The existing City tree inventory will be provided to the Contractor in an Excel and Shape file format so it can be uploaded into the Contractor's system. The existing City's tree inventory contains the following information: Inventory Identification, District, Address, Tree Location (example: park, median, side, front), Tree Number, Tree Species (both common name and botanical name), diameter at standard height (DSH, also referred to as diameter at breast height DBH) expressed in a range, height expressed in a range, tree condition, location condition (i.e. sidewalk damage), recommended maintenance/action, estimated value, latitude, longitude, parkway width, location information, photos, notes, and past work history.
- e. Contractor's crews shall be provided with mobile devices to perform any updates to the tree inventory from the field.
- f. Maintaining and Updating City Tree Inventory:
  - i. During any services performed by the Contractor, the Contractor shall update the tree inventory including maintenance performed, updated condition, updated DSH, and updated height.
  - ii. If the City requests additional trees to be planted in the City, then the Contractor shall create new planting sites at the City requested location.
  - iii. The City tree inventory including any updates or revisions shall belong to the City. The Contractor shall supply the City with an updated Excel file and Shapefile of the tree inventory at the end of the contract term, or upon request during the contract term.
  - iv. The City will own all final documents and data developed during the services.

6) **General Tree Pruning Requirements:** All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

- a. Removal of Laterals: The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar). For any branch too large to be held while being cut, remove by means of the following cuts:
  - i. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).
  - ii. Cut off the branch beyond the undercut where necessary to prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
  - iii. Remove the remaining stub via a final cut, as described above.
- b. Removal of Terminals (Tip Thinning and Drop Crotching): Thinning or "Lacing out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal being removed). Remove numerous small terminals and laterals rather than taking out a few large ones.

Size Reduction takes out portions of the crown for height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.

Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

- i. Obstructing branches. Clear walks, traffic ways, buildings and other manmade structures. Clear other trees, plants as needed.
- ii. Dead, broken, diseased or weak branches. (Also, stubs left by previous pruners).
- iii. Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.
- iv. Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.

- v. Parallel branches. Branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.
  - vi. Wind-breakage risks. Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
  - vii. Branches that disrupt tree form. Excessively vigorous branches, or those that run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe).
- c. On trees known to be diseased, tools are to be disinfected with methyl alcohol at seventy percent (denatured wood alcohol diluted appropriately with water) or a Clorox (bleach) solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
  - d. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate.
  - e. All girdling roots visible to the eye are to be reported to the Director.
  - f. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, shall be reported in writing to the Director and corrective measures recommended.
  - g. When pruning trees, the contractor shall make all trees shapely and typical of their species. Under no circumstances shall any tree have their central leader removed without written consent from the Public Works Director.

7) **General Palm Trimming Requirements:** All work shall be done in accordance with the following guidelines:

- a. Live fronds shall be removed as close as possible to the trunk. The remaining fronds are to be approximately forty five (45) degrees to the trunk.
- b. All dead fronds and parts thereof shall be removed to a sound, intact portion, neatly and closely trimmed to the circumference of the trunk.
- c. All vines shall be removed from the trunk and cut at ground level.
- d. Only full, live fronds shall remain at the crown. Precaution shall be taken so that remaining fronds and stalks are not partially cut.
- e. Climbing spurs are not to be used when trimming trees, because of the damage caused to trees. Under special conditions, the Director may consider the use of climbing spurs. The request must be in writing and there is no assurance that permission to use climbing spurs will be granted.

- f. The work shall include daily clean up and disposal of all branches, fronds, stubs, twigs, leaves and other debris resulting from the trimming operation including debris that fell into a neighboring tree resulting from the trimming operation.

**8) Tree and Stump Removal Requirements:**

- a. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent injury or unsafe working conditions and/or other hazardous conditions to individuals, landscape, structures, or obstacles.
- b. Trees shall not be stump cut and felled.
- c. Tree stumps not designated for removal shall be cut flush with the ground.
- d. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth removal. All surface roots within a 12 ft. diameter zone around the tree shall also be removed by grinding.
- e. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded.
- f. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. Prior to vacating the worksites, the Contractor shall cleanup and remove trimmings and debris.
- g. All areas shall be left clean and free of debris at the close of each day's operation.
- h. All debris shall be properly disposed of offsite and at the Contractor's expense. All green waste products from Contractor's work shall be recycled. Contractor to provide weight slips or documentation on the disposal of the material.

**9) Root Pruning:**

- a. Root pruning consists of cutting the roots vertically with a power root cutter, along a straight, linear plane, usually along the curb and sidewalk and adjacent to the tree, to an 18" depth.
- b. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
- c. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. The sprinkler system shall be verified as operational, with any damage repaired within 24 hours.

**10) Work Schedule:**

- a. Work will be assigned and completed on a monthly basis.

- b. Contractor shall provide the City with a proposed schedule one (1) week in advance of performing services. Contractor shall notify City representative when they arrive on site to perform services within the City.
- c. Contractor will secure a list of tree maintenance locations from the Public Works Department during the last week of the month that identifies work assignments for the following month.
- d. Contractor shall keep the Public Works Department informed of their progress at all times.
- e. Upon submission of each monthly invoice during the term of this contract, the contractor shall submit to the Director a report describing in detail all work performed during the previous month. Said report shall be in a form easily transferred or downloaded into the City of South Pasadena urban forestry database and include the following:
  - i. Date the work was performed.
  - ii. Tree address and location.
  - iii. Tree species (within attribute range).
  - iv. Diameter of trunk at standard height (within attribute range).
  - v. Tree height (within attribute range).
  - vi. Tree condition (within attribute range).
  - vii. Any visible decay, conks, or hazardous condition.

**11) Contractor's Liability:**

- a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired and/or replaced at the Contractor's own expense.
- b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Irrigation damage shall be repaired or replaced within the following time limits:
  - i. Mainline irrigation breaks shall be repaired within two (2) hours.
  - ii. All other irrigation repair and/or replacement shall be completed within twenty four (24) hours.

- d. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced within forty-eight (48) hours:
  - i. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Prior to trimming or removing any trees in large turf areas, the Contractor is required to lay down ¾ inch thick plywood sheets or approved equal to protect turf from damage and settling from vehicles traffic. Plywood is to be removed immediately after the completion of work. No plywood or mats are to be left more than five (5) hours on turf to prevent turf burn or compaction. Any physical damages incurred by the Contractor to private or public property shall be corrected by the Contractor in a manner and within a time period dictated by the Public Works Department. Failure by the Contractor to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred.
  - ii. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.
  - iii. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.
  - iv. Damage to trees shall be addressed in the following manner:
    - 1. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.
    - 2. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.
- e. Any damage to public or private property shall be reported to the City within one (1) hour.
- f. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.

**12) Unauthorized Removals:** Unauthorized tree removals will incur the following penalties:

- a. Under twelve inch (12") diameter: \$ 1,200.00
- b. 12" to thirty six inch (36") diameter: \$ 2,400.00
- c. 36" diameter or greater: \$ 3,600.00

**13) Public Relations:**

- a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.
- b. Contractor shall have the duty to purchase and supply door hangers printed in English, acceptable to the City, and distribute to residents where tree maintenance is planned seventy two (72) hours prior to the work being completed.

**14) Inspections:**

- a. Inspections will be performed at times mutually agreed upon by the Parks Supervisor and the Contractor representative. The Parks Supervisor may make random visits when the Contractor is working in a specific area at their discretion.
- b. All inspections called for by the Contractor shall be requested at least forty-eight (48) hours prior to the anticipated inspection.
- c. All work shall meet the approval of the Director, or their designated representative. If work does not meet approval, it shall be rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City.
- d. If the Contractor calls for inspections and is not ready for the inspections, the Contractor shall be back charged at the hourly rate, including travel time, for all members of the team of inspectors involved.

**15) Hazardous Conditions:**

- a. The Contractor shall immediately correct or report to the Public Works Director or designee any and all problems or conditions which may tend to create unsafe or hazardous conditions within the public areas maintained by the Contractor, including but not limited to, sidewalk damage or uplift from tree root intrusion, any tree structural weakness, disease conditions, decayed trunk or branches, split crotches or branches. The Contractor shall be liable for any claim arising from failure to correct or report said conditions. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.
- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.

- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- e. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

## **16) Safety**

- a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, Senate Bill (SB) 198, California Department of Transportation (Caltrans) traffic control, American National Standards Institute (ANSI), OSHA and California OSHA (CALOSHA).
- b. The Director, or their representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- c. Contractors shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director. The Contractor must abide by the provisions of the "2019 WORK AREA TRAFFIC CONTROL HANDBOOK" published by Building News, Inc., and Caltrans traffic control requirements. When work is in progress, no street may be closed. Work may be only performed on one (1) side of the street at a time with proper traffic control and flagging.
- d. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.
  - i. High Level Warning Devices shall be at least 9 feet high with legs, base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning Devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.
  - ii. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractors. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.



- iii. High Level Warning Devices shall be used where indicated by the Director, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.
- e. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted to resist displacement. The center of the warning sign shall be at least 4 ½ feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. On divided roadways, supplemental Advance Warning signs shall be placed on the divider.

### **17) Contractor's Field Staff**

- a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.
- b. Contractors shall have competent field supervisors on the job at all times work is being performed, who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Field supervisors may be working supervisors, and shall be furnished with a cell phone. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure high quality work that is acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. Contact information for the supervisor shall be provided to the City.
- c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disturbance and annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of South Pasadena.
- d. Contractors shall require each of their employees to wear public works working uniforms with clear identification, including proper boots, other gear required by State Safety Regulation, and proper clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.
- e. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the tree maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

**18) Contractor's Office Staff:**

- a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of South Pasadena or the Director.
  - i. This person(s) shall be reachable twenty-four (24) hours per day.
  - ii. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
  - iii. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of South Pasadena.
  - iv. During normal working hours, the Contractor and/or supervisors, who are responsible for providing tree maintenance services, shall be available for notification through pager, cellular telephone, and/or radio communication.

**19) Storage Facilities:**

- a. The City of South Pasadena shall not provide any storage facilities for the Contractor.

**20) Signs:**

- a. Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director.
- b. Contractors shall, at all times, remove all unauthorized signs and advertising matter from trees receiving maintenance.

**21) Non-Interference:**

- a. Contractors shall not interfere with the public use of the premises, and shall conduct their operations to offer the least possible obstruction and inconvenience to the public. Contractors shall not disrupt the peace and quiet of the area within which the services are performed.

**22) Parking:**

- a. Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

- c. The City of South Pasadena will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

**23) General Clean-up:**

- a. The Contractor shall promptly clean all job sites when work is completed, including the raking of leaves, twigs, and other debris generated from their operation, from the lawn, sidewalk and parkway and sweep the street.
- b. Each day's scheduled work shall be completed and cleaned up prior to the Contractor vacating the work site. Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

**24) Aerial Utilities:**

- a. Contractor shall trim limbs a minimum of five (5) feet from street lights.
- b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-2017, Safety Requirements.
- c. The Contractor shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work shall immediately cease and the appropriate utility company shall be notified. Work shall only commence in accordance with instructions from the utility company.

**25) Temporary "No Parking" Signs:**

- a. During tree services, the contractor shall post "No Parking" signs forty eight (48) hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.
- b. All costs for furnishing, posting and maintaining temporary "No Parking" signs shall be included in the various bid items and the Contractor shall be awarded no additional compensation for performing this function.
- c. "No Parking" signs shall be supplied by the Contractor and be constructed as follows:
  - i. Minimum size nine inches (9") by twelve inches (12")
  - ii. Color shall be red on white background.
  - iii. Markings and materials will be suitable to withstand exposure to inclement weather.
  - iv. Lettering size shall be a minimum of half inch in height.
  - v. Sign shall be approved by the Public Works Director prior to placement.

- d. The following information shall appear on each posted "No Parking" sign:
  - i. "Temporary No Parking", "Tow Away", "By Order of the Police Department".
  - ii. Date(s) sign is in effect.
  - iii. Time period sign is in effect.
  - iv. Reason for posting (i.e. Tree Trimming, Tree Removal, Tree Planting, etc.).
  - v. Date and time the sign was posted.
- e. Signs shall be posted conspicuously to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted areas.
- f. Signs shall not be posted more than fifty feet (50') apart.
- g. Signs shall not be posted on private property.
- h. Signs shall be posted within the parkway area or as close to the roadway as practical.
- i. Signs shall be posted at a height that is visible over parked vehicles, but not higher.
- j. Signs shall be securely fastened in such a manner as to not damage the item to which they are affixed.
- k. Signs may be posted on appropriate trees within the parkway, except that in the absence of such trees, signs may be attached to traffic barricades.
- l. Signs must be removed after tree services are completed.

**26) Removal of Brush, Debris and All Equipment:**

- a. It shall be the responsibility of the Contractor to ensure that the street, parkway, sidewalk, and slope areas of all property shall be left free of debris and equipment. This includes, but is not limited to cones, signs, dumpsters, safety devices, and all heavy and light equipment and vehicles, which shall be removed at the close of each day's operation. With the exception of the actual work performed, all sites shall be in their original condition at the conclusion of each working day. An exception to this paragraph is if the homeowner desires that the wood be cut up and left in the parkway. If this is the case, Contractor will cut up wood and stack in parkway.

**27) Emergency Calls for Tree Services:**

- a. The Contractor is required to respond on an on-call basis for emergency work such as downed trees and branches. Emergency work may occur twenty-four (24) hours a day, seven (7) days a week including weekdays, weekends, and holidays.

- b. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
- c. The Contractor shall have the duty to respond to emergency calls within two (2) hours from time of notification.
- d. Contractor must designate a person within their company who will respond to emergency calls twenty-four (24) hours a day.
- e. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty-four (24) hour basis. The Contractor's name and telephone number will also be listed with the Police Department.
- f. Upon arriving at any emergency incident, it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety, or welfare of the public.
- g. Failure to respond within two (2) hours of attempt to contact may result in a \$200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies.

**28) Consulting Arborist Services and Inspections:**

- a. Contractor shall have a Consulting Arborist on Staff that is an ISA Certified Arborist.
- b. The Contractor's Consulting Arborist shall provide tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative at the approved hourly rates. The Consulting Arborist shall follow all ISA guidelines.
- c. Contractor shall provide one (1) hard copy and one (1) electronic copy of all tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative. The City will own all final documents.
- d. The City requires permits for residents to remove trees and trim trees. The Consulting Arborist, at the request of the City representative, may be required to perform the site inspections and confirm if the permit meets the requirements of Chapter 34 of the City Municipal Code. All permit inspections and documentation will be performed at the approved hourly rates.
- e. The City has the right to receive a second opinion from another ISA Certified Arborist on the documents submitted by the Contractor.

**29) Extraordinary Services:**

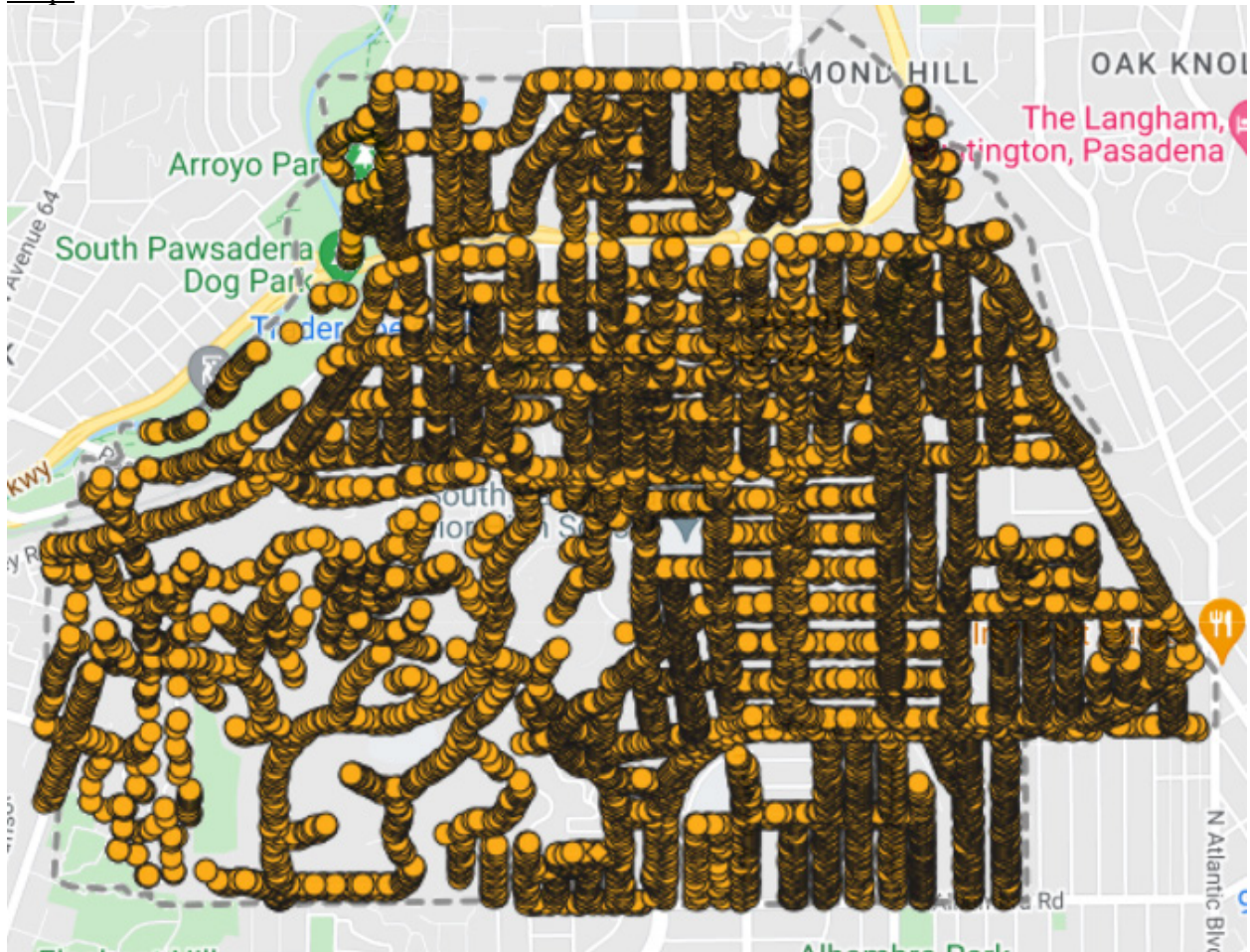
- a. Contractors may be responsible for providing extraordinary tree maintenance services:

- i. Extraordinary tree maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a twenty-four (24) hours per day on-call service for emergency calls.
    - ii. The Contractor shall notify the Director of Public Works or their representative by telephone within twenty-four (24) hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
    - iii. Contractors shall be compensated for extraordinary work as defined in the Schedule of Compensation.
  - b. In situations involving emergency maintenance work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
    - i. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
    - ii. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
  - c. If a City Representative is still at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
    - i. If the maintenance will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.
    - ii. If the maintenance will take longer, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.
  - d. The following individuals or agencies may call an emergency at any time for extraordinary services involving emergency work:
    - i. City Manager
    - ii. Deputy City Manager
    - iii. Director of Public Works
    - iv. Director of Parks and Recreation Services
    - v. Fire Chief
    - vi. Police Chief
    - vii. Los Angeles County Sheriff Department
    - viii. Los Angeles County Fire Authority

## VIII. LOCATION MAP AND SUMMARY

Below is a map and summary of the City's urban forestry:

Map:



**Exhibit B  
Costs**

**West Coast Arborists, Inc.**

<b>Item No.</b>	<b>Description</b>	<b>Bid Item Price</b>
A01	Grid or annual tree trimming (All trees)	<u>\$94.00</u> (each)
A02	Service Request Tree Pruning (0" to 6")	<u>\$74.00</u> (each)
A03	Service Request Tree Pruning (7" to 12")	<u>\$148.00</u> (each)
A04	Service Request Tree Pruning (13" to 18")	<u>\$220.00</u> (each)
A05	Service Request Tree Pruning (19" to 24")	<u>\$290.00</u> (each)
A06	Service Request Tree Pruning (25" to 30")	<u>\$340.00</u> (each)
A07	Service Request Tree Pruning (31" and Over)	<u>\$400.00</u> (each)
A08	Palm Tree Pruning of "Washingtonia Palm", any size	<u>\$94.00</u> (each)
A09	Palm Tree Pruning of "Canary Island Date Palm", any size	<u>\$230.00</u> (each)
A10	Tree Removal and Stump Grinding	<u>\$48.00</u> (per inch @ DSH)
A11	Stump Grinding Only	<u>\$33.00</u> (per inch @ DSH)
A12	Tree Removal Only	<u>\$15.00</u> (per inch @ DSH)
A13	Root Pruning	<u>\$20.00</u> (per LF)
A14	Scheduled Work Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) Regular Business Hours	<u>\$282.00</u> (per hour)
A15	Emergency Response Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) After Hours, Weekends & City Holidays	<u>\$402.00</u> (per hour)



<b>Item No.</b>	<b>Description</b>	<b>Bid Item Price</b>
A16	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/ root barrier	<u>\$224.00</u> (each)
A17	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/out root barrier	<u>\$200.00</u> (each)
A18	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ root barrier	<u>\$448.00</u> (each)
A19	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ out root barrier	<u>\$424.00</u> (each)
A20	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 36" Box w/ root barrier	<u>\$850.00</u> (each)
A21	Tree watering with Water Truck	<u>\$94.00</u> (per hour)
A22	Consulting Arborist Services	<u>\$174.00</u> (per hour)
A23	Tree Inventory Using GPS (outside of the above tree services)	<u>\$5.00</u> (each tree site)
A24	Crane (outside of the above tree services)	<u>\$174.00</u> (per hour)
A25	95-foot Aerial Tower (outside of the above tree services)	<u>\$141.00</u> (per hour)
A26	Private Tree Encroachment into Public Right-of-Way Inspection and/or Notification (outside of the above tree services)	<u>\$174.00</u> (per hour)
A27	Crew Rental	<u>\$94.00</u> (per person per hour)
A28	Emergency Crew Rental	<u>\$134.00</u> (per person per hour)



# City Council Agenda Report

ITEM NO. 13

**DATE:** September 21, 2022

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

**PREPARED BY:** H. Ted Gerber, Director of Public Works

**SUBJECT:** **Authorize the City Manager to Execute a Contract with Base Hill, Inc. for the Monthly Amount of \$16,885 for Janitorial Services**

## Recommendation

It is recommended that the City Council:

1. Award a contract to Base Hill, Inc. (Contractor) to provide janitorial services to City facilities, and authorize the City Manager to enter into a maintenance agreement with Base Hill, Inc. for a monthly amount of \$16,885, and periodic work at proposed hourly rates as needed for janitorial services for:
  - a. Fiscal Years 2022-2023, 2023-2024, and 2024-2025, or
  - b. Fiscal Years 2022-2023, with an option to renew the agreement in years 2023-2024 and 2024-2025; and
2. Appropriate an additional \$15,400 from the General Fund to Facilities Maintenance Contract Services Account No. 101-6010-6601-8180-000 to sufficiently fund monthly janitorial services for the City's facilities, as well as as-needed services for events or special requests.

## Background

On April 24, 2019, the City of South Pasadena entered into an agreement with Base Hill, Inc. DBA Jan Point (Jan Point) for janitorial services for three years. On June 15, 2022, City Council approved the extension of this agreement until September 30, 2022 to allow City staff sufficient time to conduct procurement for a new janitorial services contract. During the June 15, 2022 City Council meeting, Council directed staff to seek a recommendation from the Natural Resources and Environmental Commission (NREC) on limiting the use of toxic cleaning chemicals in the new contract, which was received during NREC's June 28, 2022 Commission meeting.

The first amendment to the agreement was executed on July 13, 2022. The expiring agreement specifies a fee of \$13,072.99 per month for janitorial services at the City's facilities, including City Hall, the Police Department, City Council Chambers, the Public Library, the Senior Center, the War Memorial, Eddie Park House, the Garfield Park Restrooms, the Arroyo Park Restrooms, Garfield Park Youth House, the Recreation

Center, the Public Works Service Facility, and the Garfield Water Distribution Facility, for a total annual fee of \$156,875.88 for Fiscal Year 2021-2022.

**Analysis**

The City of South Pasadena Public Works Department solicited proposals from janitorial service firms, through a request for proposals (RFP) posted on the PlanetBids website on August 19, 2022. To control costs and reduce administrative staff effort, the RFP requested fixed costs for the first three years of the agreement. Forty (40) firms were notified of the proposal opportunity, including vendors that provide janitorial services to neighboring cities Monterey Park, Pasadena, & San Marino. Twenty-four (24) prospective bidders expressed interest in participating – including twenty (20) from the notification list and three (3) additional vendors, and three (3) submitted proposals during the bid period.

The requested citywide janitorial services generally include provision of all required supplies, materials, equipment, and labor for cleaning the City's building and park restroom facilities, for a period of three fiscal years. A detailed list of janitorial tasks to be performed daily, weekly, monthly, and semi-annually at City facilities was included in the scope of work. The City may terminate the contract at any time during the three-year period. In addition, subject to approval of the City Council, the contract may be extended for up to two additional years after the initial three-year period. Proposals were received through September 6, 2022 from the following three (3) firms:

<b>Bidder</b>	<b>Base Bid (36 months of services)</b>
Base Hill, Inc.	\$ 607,860.00 (\$16,885.00 per month)
Premier Property Preservation, LLC	\$ 622,799.64 (\$17,299.99 per month)
Z & C Services, Inc.	\$1,699,659.00 (\$47,212.75 per month)

South Pasadena Municipal Code section 2.99-29 defines the purchasing procedure to select a maintenance services contractor, and lists the factors required to select the lowest responsible bidder. A panel consisting of three City staff members reviewed the proposals, and found Base Hill, Inc. to be the lowest responsible bidder. Base Hill, Inc. is located in the City of Santa Fe Springs, and its total proposed fee of \$607,860.00 is the lowest of the three proposals.

The base bid amount of \$607,860.00 listed above for Base Hill, Inc. includes three years of monthly janitorial cleaning services at the City's thirteen building and park restroom facilities. Hourly rates for janitorial personnel have also been provided to allow the option for City staff to request additional services from Base Hill, Inc. for work beyond the scheduled tasks, for example during a City event. The proposed contract value of \$619,200.00 includes the base bid amount and allocation for additional services.

The RFP requested prevailing wage rates be provided for all janitorial work conducted. While prevailing wage is required for the public utility work and not required for the rest, it is believed that the wages necessary in order for janitorial service vendors to obtain and retain qualified workers, are commensurate with the value of prevailing wage.

### **Fiscal Impact**

The Fiscal Year 2022-2023 adopted budget for janitorial services in the City is \$191,000, including \$165,000 appropriated to Facilities Maintenance Contract Services Account No. 101-6010-6601-8180-000, \$15,000 appropriated to Prop A Maintenance Contract Services Account No. 232-6010-6417-8180-000, and \$11,000 appropriated to Water Distribution Building Maintenance Account No. 500-6010-6710-8120-000. An addition budget appropriation from the General Fund for \$15,400 is requested (\$206,400) to sufficiently fund monthly janitorial services for the City's facilities, as well as as-needed services for events or special requests.

### **Environmental Analysis**

Janitorial maintenance services inside existing facilities 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."

### **Public Notification of Agenda Item**

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

### **Attachment**

Maintenance Services Agreement

**ATTACHMENT**  
Maintenance Services Agreement

**MAINTENANCE AGREEMENT  
Providing Payment of Prevailing Wages**

**(City of South Pasadena / *Base Hill, Inc.*)**

**1. IDENTIFICATION**

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Base Hill, Inc., a corporation (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following recurring maintenance services from a contractor: **Janitorial Services.**
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: The required Scope of Services is attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred and Six Thousand and Four Hundred Dollars (\$206,400) in Fiscal Year 2022-2023, Two Hundred and Six Thousand and Four Hundred Dollars (\$206,400) in Fiscal Year 2023-2024, and Two Hundred and Six Thousand and Four Hundred Dollars (\$206,400) in Fiscal Year 2024-2025.

3.4. “Commencement Date”: **September 22, 2022.**

3.5. “Termination Date”: **June 30, 2023.** The term of this agreement shall be extended automatically up to two (2) times for an additional twelve (12) month period, to June 30, 2024, and June 30, 2025, respectively, unless the City, under its sole discretion, informs Contractor that it has decided to opt out of such automatic extension by providing written notice no later than sixty (60 ) days prior to expiration.

#### 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 15 (“Termination”) below.

#### 5. CONTRACTOR’S DUTIES

5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor’s profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Sunny Kim** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.7. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.8. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.9. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.10. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.



- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.
- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

## 8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813.

Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

## **9. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **10. RELATIONSHIP OF PARTIES**

- 10.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor

shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

**10.4. Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

**11.1. Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

**11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

**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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

**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. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

**11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

**11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act.

Contractor expressly waives its statutory immunity under such statutes or laws as to City.

**11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

**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. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

**12.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

**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 Contractor's obligation to provide them. Contractor shall file with City:

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

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

- Professional Liability Insurance:                   \$2,000,000 per occurrence,  
  \$4,000,000 aggregate
- General Liability:

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

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

**12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

**12.5. Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

**12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

**12.7. 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 12.8. 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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: **Risk Management**, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor’s Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

**12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

**12.13. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

**12.14. Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

### 13. MUTUAL COOPERATION

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

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

### 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 Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).



If to City:

H. Ted Gerber, Public Works Director  
City of South Pasadena  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7240  
Facsimile: (626) 403-7241

If to Contractor:

Sunny Kim, President/Project Manager  
11823 Slauson Ave., Suite 3  
Santa Fe Springs, CA 90670  
Telephone: 213-425-3070

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. Remedies.** City retains any and all available legal and equitable remedies for Contractor'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 Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.
- 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 Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 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.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical

condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”  
City of South Pasadena

“Contractor”  
Sunny Kim

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

By: \_\_\_\_\_  
City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
City Attorney

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

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit A**  
**Scope of Services**

**I. TERMS OF CONTRACT**

The initial term of this agreement shall be three (3) years. At the conclusion of the term of the agreement, the City may at its option, extend or terminate the contract. If requested by the Contractor, a contract extension may be considered by the City, provided that such request is made in writing 60 days prior to the separation of the agreement. The contract may be extended up to two (2) additional one (1) year terms under the same terms and conditions, except cost of living increase for the Los Angeles area starting in the fourth year of the agreement. In no case shall said adjustment exceed the change in the cost of living index for the Los Angeles area. The Contractor agrees to provide the services described in this Scope of Services for said additional periods, should the City give the required notice. In addition, the City has the right to terminate the contract with or without cause at any time within thirty (30) days written notice.

**II. SCOPE OF SERVICE**

Contractor shall perform completely all work and incidentals appurtenant to the Contract Documents. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

**III. REQUIRED QUALIFICATIONS**

The firm must maintain and provide to the City a "Quality Control Plan.". The Quality Control Plan shall provide the City with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

**IV. PREVAILING WAGES**

In accordance with the provisions of Section 1770 et seq., of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the Department of Industrial Relations Director's General Prevailing Wage Determinations.

Attention is directed to the provisions of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or the Division of Apprenticeship Standards and its branch offices.

## **V. GENERAL REQUIREMENTS**

### **LICENSES AND PERMITS**

Contractor shall obtain at its sole cost and expense such licenses, permit and approvals as may be required by law for the performance of the services required by these Contract Documents. Contractor shall maintain a valid City business license through the duration of the contract term.

### **NON-DISCRIMINATION**

Contractor is required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, AIDS disability, sex or national origin. Contractor is required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color ancestry, age, sexual orientation, AIDS disability, sex or national origin.

### **INSURANCE**

Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, insurance with an insurance company admitted to do business in California and approved by the City in accordance to Section 12 (“Insurance”) of the Maintenance Agreement.

### **PERSONNEL**

Personnel shall not be employees of or have any contractual relationship with the City of South Pasadena.

### **EQUAL OPPORTUNITY**

In connection with the execution of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: equipment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **PROJECT ORGANIZATION**

Contractor must provide a project manager to act as a liaison with the Park Supervisor/Public Works Operations Manager, who will coordinate written reports and see the project through to satisfactory conclusion. The City’s Park Supervisor/Public Works Operations Manager will be responsible for the direction, review and approval of all work.



## VI. TERMS AND CONDITIONS

### METHOD OF PAYMENT

The City of South Pasadena intends to make payment within forty-five (45) days of invoice submittal following satisfactory completion of the work required.

### INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

### CHANGES

The City may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

### ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the contracted price. Should additional services be required from this contract, prices for such additions shall be in accordance with this Agreement. No additional work should be performed unless otherwise authorized by the City in writing.

### CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

### RECORDS AND REPORTS

Contractor shall prepare and submit to the **Facilities Supervisor/Public Works Operations Manager** such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the **Facilities Supervisor/Public Works Operations Manager** to evaluate the performance of such services. The **Facilities Supervisor/Public Works Operations Manager** shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the **Facilities Supervisor/Public Works Operations Manager** upon the termination of this Agreement, and Contractor shall have no claim for further compensation

as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement may be subject to release under the California Public Records Act.

## VII. SPECIAL PROVISIONS

### 1) General Requirements and Services Provided:

- a. The Contractor shall clean all facilities in accordance with the requirements listed in these Contract Documents. Contractor shall possess all licenses, permits, and insurances required to perform the work of this contract.
- b. The Contractor shall be available for periodic meetings during non-business hours once a week with the City's representative(s) to inspect the buildings and discuss the quality of work performed.
- c. The Contractor shall not withhold any cleaning complaints from the building's occupants or tenants to the City. Contractor shall timely communicate all matters pertaining to the work directly to the City's representatives. Contractor guarantees that prompt action within twelve (12) hours will be taken to resolve any complaints, which the City may have regarding the Contractor's performance to the specifications.
- d. The Contractor shall provide a logbook for the City. This logbook shall be utilized to register all requests and complaints from the City and to provide a written response regarding the disposition of the requests and complaints by the Contractor.
- e. As deemed necessary and requested by the City, Contractor shall submit weekly cleaning activity log forms that list all task as shown and organized in the Appendix. The City shall provide a set of log forms for the Contractor's use upon request.
- f. Requests for extra services to be performed by Contractor will be authorized by the use of a Purchase Order or an amendment to this Contract. Any extra work or on-call services performed without prior authorization/approval will not be compensated.
- g. The Contractor is responsible for the direct supervision of its personnel through its assigned supervisor. All Contractor's employees shall be physically qualified to perform assignments, neat and clean in appearance, and subject to a security/background check by City representatives.
- h. The Contractor agrees that absenteeism of its employees shall not be an excuse for work not performed. In the event an employee of the Contractor is sick or absent, the Contractor shall supply an adequate replacement.
- i. The Contractor's personnel shall abide by all safety and security regulations for the building as set forth by the City, including individual tenant's safety and security procedures. Contractor's personnel shall turn off all lights as they proceed from one cleaning area to the next and also ensure doors to tenant suites are locked. Contractor shall fully cooperate with the City in ensuring the building is secure. City will be allowed to check all trash removal from the building to prevent pilfering and theft.

- j. The Contractor shall send a representative to the City during normal business hours (8:00 a.m. - 5:00 p.m.) to handle any problems that may arise from the performance of the previous evening's work.
- k. The use of chemicals and cleaning products shall conform to the current local, state and federal mandates, as well as other requirements specified herein.
- l. Contractor shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time Contractor's representatives are not immediately available at the job site. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency condition, which threatens to cause damage to property.
- m. All janitorial personnel shall, at a minimum, follow the general procedures below:
  - i. Report all damage, breakage, and/or apparent plumbing or electrical problems to City's representatives immediately.
  - ii. Become familiar with the building emergency telephone list.
  - iii. Report any evidence of security breaches to the City's representatives immediately.
  - iv. Maintain all janitor's closets, slop sinks and storerooms in a safe and clean condition at all times. All janitors' storage rooms provided by building for use by Contractor personnel will be kept in a neat, clean and orderly condition. Before leaving the premises each night, all of the service areas shall be dust mopped and spot cleaned, where necessary, and dusted. Concrete floors shall be initially sealed, dust mopped nightly and wet mopped monthly. All doors and walls shall be spot cleaned nightly.
  - v. Lock all entrance doors during the entire cleaning operations. Only the cleaner assigned to clean each tenant suite and the supervisory staff are admitted to the respective tenant areas.
  - vi. Close all perimeter office doors after cleaning to prevent excessive heat/energy gain or loss in the interior spaces.
  - vii. Secure all lighting as soon as possible each night.
  - viii. Not disturb papers on desks, file cabinets, or tables, and shall not open drawers or file cabinets, use any radios, typewriters, copy machines, or any other office equipment.
  - ix. Not dust or touch any computer or word processor equipment.
  - x. Not use or unplug any City electronic devices or appliances.
  - xi. Report any maintenance problem requiring repair to the City.
- n. The City will own all final documents developed during the services, including but not limited to logbooks and complaint records.
- o. Contractor shall furnish all labor, equipment, materials and supervision to perform janitorial services for City facilities as described herein including, but not limited to, the following services at the designated facilities and areas: cleaning, sweeping, vacuuming, mopping, washing, dusting, wiping down, polishing, pressure washing, sanitizing, scrubbing, steam cleaning, carpet cleaning/shampooing, floor stripping/waxing, removing cobwebs, removing grease, removing odors, removing

graffiti, removing and reinstalling drapes, replacing bedding, emptying trash, installing trash bags/liners, refilling soaps, paper towels, toilet paper, and other janitorial tasks. All surfaces of areas described should be cleaned and made free from soil and dirt. Contractor is responsible to clean the facilities free from soil and dirt in all areas, whether specifically mentioned or not.

- p. All waste paper shall be removed from the building each night in such a manner as to allow the trash compactor to pick it up.
- q. City shall have the right to stop Contractor's personnel to check all waste removal to provide a deterrent to theft.
- r. Contractor shall be responsible for separating waste material, food waste, and recyclables and to ensure they are properly separated into designated receptacles and not co-mingled.
- s. Contractor shall have the duty to provide janitorial services for City facilities as assigned.
- t. Contractor has the duty to familiarize and fully acquaint themselves with the conditions and possible difficulties associated with the performance of the contract.
- u. No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.
- v. Contractor Supervisor will ensure that all cleaning standards are up to par with City of South Pasadena. Before the contract start date, the Field Supervisor will lead a meeting with all site staff to ensure that everyone knows what is type of quality is expected and what is expected from the different levels of services. Meeting topics shall include, but not be limited to: review of contract specifications, review of applicable plans, review of materials and equipment, review of the detailed sequence of proper execution of the contract, discussion of the required quality control testing and frequency, review of provisions and ensuring controlled inspections and testing, discussion of the examination of the work area to ensure that the required services are in compliance with the contract specifications. The Field Supervisor shall collect weekly/monthly quality control reports and submit to the City for any follow-ups and rectifications.
- w. Contractor personnel shall undergo extensive training in the use of equipment, product safety, and security measure. Contractor employees shall undergo training based on the Worker Occupational Safety and Health Training and Education Program (WOSHTEP). Under the Commission on Health and Safety and Worker's Compensation of the State of California. In addition to WOSHTEP safety standards and OSHA safety standards. Contractor shall hold monthly meetings with employees, and topics to be covered during such meetings may include safe cleaning practices, MSDS's, safe lifting, safe driving, proper use of Personal Protective Equipment, etc.

## 2) Safety and Security

- a. Contractor, at his/her expense, shall take every precaution for the safety of his employees and the property in the progress of work. At the minimum, each employee of the contractor shall wear uniforms and/or badges/identification cards that clearly indicate the company's name.
- b. All keys for janitorial personnel, including the supervisor's key, will be kept in a locked key box at another place designated by the City. The supervisor will check keys out from this box and will return all keys to the box at the end of the night. In the event keys are lost by any contract employee or held by a dismissed employee, the Contractor shall be responsible for all costs associated with re-keying each door affected by the loss key(s). Access badge(s) will also be issued as necessary for accessing specific buildings. In the event of loss access badge(s), the contractor shall be charged \$15 for each badge requiring replacement.
- c. The Contractor's personnel shall leave the premises with all doors locked. The Contractor shall be responsible to inform all of its personnel that the public facilities are equipped with surveillance cameras, and recorded videos will be used as needed for enforcement purposes.
- d. Upon award of a contract with the City, the selected contractor shall provide to the City a list of all personnel that will be assigned to janitorial duties at the City facilities indicated in this Contract Document. This list of assigned personnel may be subject to a background check by the City Police Department.

## 3) Cleaning Products

- a. Green Cleaning Product Use
  - i. Whenever feasible, cleaning products and materials. Including hard floor and carpet care products, used inside and outside City facilities under the cognizance of Environmental Services shall meet the requirements at LEED 2009 for existing buildings: Operations and Maintenance IEQ Credit 3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials as described below.
  - ii. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard floor cleaners, carpet cleaners, general purpose cleaners, specialty cleaners, odor control products, disinfectants, disposable janitorial paper products and trash bags, laundry detergent and hand soaps.
- b. Sustainability Criteria
  - i. The cleaning products shall meet one or more of the following standards from the appropriate category:
    1. Green Seal G5-37, for general purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes.

2. Environmental Choice CCD-105, for laundry detergents
  3. Environmental Choice CCD-110, for cleaning and degreasing compounds
  4. Environmental Choice CCD-146, for hard surface cleaners
  5. Environmental Choice CCD-148, for carpet and upholstery care
- ii. Disinfectants, metal polish, floor strippers or other products not addressed by GS-37 or Environmental Choice 110,146, or 148 shall meet at least one of the following standards for the appropriate category:
1. Green Seal GS-40, for industrial and institutional floor care products
  2. Environmental Choice CCD-112, for digestion additives for cleaning and odor control
  3. Environmental Choice CCD-113, for drain and grease trap additive
  4. Environmental Choice CCD-115, for odor control additive
  5. Environmental Choice CCD-147, for hard floor care
- iii. Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable category:
1. U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
  2. Green Seal GS-09
  3. Green Seal GS-01, for tissue paper
  4. Environmental Choice CCD-082, for toilet tissue
  5. Environmental Choice CCD-086, for hand towels
  6. Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
- iv. Hand soaps meet one or more of the following standards:
1. No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
  2. Green Seal GS-41, for industrial and institutional hand cleaners
  3. Environmental Choice CCD-104, for hand cleaners and hand soaps

**4) Facilities to be Maintained in South Pasadena, CA:**

a. City Hall	1414 Mission Street	(8,500 sq. ft.)
b. Police Department	1422 Mission Street	(10,500 sq. ft.)
c. City Council Chambers	1424 Mission Street	(2,000 sq. ft.)
d. Public Library	1100 Oxley Street	(24,000 sq. ft.)
e. Senior Citizen's Center	1102 Oxley Street	(6,500 sq. ft.)
f. War Memorial	435 Fair Oaks Avenue	(5,100 sq. ft.)
g. Eddie Park House	2017 Edgewood Drive	(800 sq. ft.)
h. Garfield Park Restrooms	Park Avenue and Hope Street	(~200 sq. ft.)
i. Arroyo Park Restrooms	Stoney Dr, San Pasqual Ave	(180 sq. ft.)
j. Garfield Park Youth House	725 ½ Stratford Ave	(855 sq. ft.)

- k. Recreation Center 815 Mission Street  
(4,000 sq. ft.)
- l. Public Works Service Facility & Yard 825 Mission Street  
(3,000 sq. ft.)
- m. Garfield Water Distribution & Public Works Facility 416 Garfield Avenue  
(~7,000 sq. ft.)

**5) Definitions:**

- a. Where “as directed”, "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or their delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- b. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

**6) Work Schedule:**

- a. Work is on a daily, weekly, monthly, quarterly, or semi-annual basis as designated in the Appendix, and by the schedule below:

City Hall	(Mon, Tues, Wed, & Thurs)
Police Department	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
City Council Chambers	(Tues, Wed, Thurs)
Public Library	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Senior Citizen’s Center	(Mon, Tues, Wed, Thurs, Fri, & Sun)
War Memorial	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Eddie Park House	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Garfield Park Restrooms	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Arroyo Park Restrooms	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Garfield Park Youth House	(Mon, Tues, Wed, Thurs, Fri, Sat, & Sun)
Recreation Center	(Mon, Tues, Wed, Thurs, & Fri)
Public Works Service Facility & Yard	(Mon, Tues, Wed, & Thurs)
Garfield Water Distribution & Public Works Facility	(Mon, Tues, Wed, & Thurs)

**All work occurs after regular office hours (6 p.m.) unless otherwise arranged with the City for specific tasks or locations, or as described below.**

Police Department work shall be completed under general supervision, and the Detective Bureau, Communications Area, and PBX Room may require specific supervision.



Council Chambers work shall be arranged as to not interfere with afternoon or evening meetings.

A “day porter”, working eight (8) hours per day, and four (4) days per week (Monday through Thursday), except on City Observed Holidays, shall be provided by the Contractor, where the cost of this personnel is included in the monthly cost for each facility. The day porter shall provide janitorial services as directed by City Staff, for example, restocking paper products, cleaning and maintenance of common areas like lobbies, kitchens, and patios, monitoring and restrooms or entrances, removing trash and debris, or cleaning locations that need specific and/or immediate attention.

- b. Work does not occur on City Observed Holidays:

January 1: New Year’s Day

3rd Monday in January: Martin Luther King, Jr. Birthday

3rd Monday in February: President’s Day

Last Monday in May: Memorial Day

June 19: Juneteenth

July 4: Independence Day

1st Monday in September: Labor Day

November 11: Veteran’s Day

4th Thursday in November: Thanksgiving Day

Friday after Thanksgiving

December 25: Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday. If a Holiday falls on a Sunday, the following Monday shall be deemed the holiday.

The City may request janitorial services on a City Observed Holiday for a planned event, for example, Garfield Park Restroom cleaning on Independence Day. The Contractor’s hourly rate provided shall include work requested on a holiday or a weekend.

- c. Contractor shall keep the Public Works Department informed of progress and deviations from the work schedule.

Hourly rates shall be provided by the Contractor for a Supervisor, Day Porter, and Janitor for City requested janitorial services beyond the Detailed Schedule of Tasks listed in the Appendix, for example, requested services on a weekend event.

## 7) **Contractor’s Liability:**

- a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. Any damages resulting from Contractor neglect shall be repaired and/or replaced at the Contractor's own expense.

- b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Any damage to public or private property shall be reported to the City within one (1) hour.
- d. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.

**8) Public Relations:**

- a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.

**9) Hazardous Conditions:**

- a. The Contractor shall immediately correct or report to the Public Works Director or designee any and all problems or conditions which may tend to create unsafe or hazardous conditions within the public areas maintained by the Contractor, examples include but are not limited to slipping and tripping hazards, such as damaged flooring, a broken step, a missing tile, etc. The Contractor shall be liable for any claim arising from failure to correct or report said conditions. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.
- b. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- c. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- d. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

**10) Safety**

- a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for

safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, Senate Bill (SB) 198, California Department of Transportation (Caltrans) traffic control, American National Standards Institute (ANSI), OSHA and California OSHA (CALOSHA).

- b. The Director, or their representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- c. Where janitorial services may cause a hazard to employees or members of the public, examples include but are not limited to, a wet floor, slipping or tripping hazard, etc., signs shall be installed immediately before work is to commence and must be removed in a timely manner after the location is no longer hazardous.

#### **11) Contractor's Field Staff**

- a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.
- b. Contractors shall have competent field supervisors on the job at all times work is being performed, who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Field supervisors may be working supervisors, and shall be furnished with a cell phone. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure high quality work that is acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. Contact information for the supervisor shall be provided to the City.
- c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disturbance and annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of South Pasadena.
- d. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the janitorial services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

**12) Contractor's Office Staff:**

- a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of South Pasadena or the Director.
  - i. This person(s) shall be reachable during regular business hours, Monday through Friday 8:00 am to 5:00 pm.
  - ii. A supervisor shall be reachable during the days and hours in which the Contractor provides service to the City of South Pasadena.
  - iii. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
  - iv. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of South Pasadena.
  - v. During normal working hours, the Contractor and/or supervisors, who are responsible for providing janitorial services, shall be available for notification through email and telephone.

**13) Materials and Storage Facilities:**

- a. The City of South Pasadena shall not provide any equipment storage facilities for the Contractor, unless equipment storage and access is authorized by the City upon Contractor's request.
- b. The purchase, storage, receipt, and stocking of washroom supplies (e.g. paper towels, toilet issues, sanitary napkins, plastic garbage can liners, soaps, etc.) and cleaning supplies shall be the responsibility of the Contractor. All cleaning products used shall comply with product environmental requirements as described in these Contract Documents.

**14) Non-Interference:**

- a. Contractors shall not interfere with the public use of the premises, and shall conduct their operations to offer the least possible obstruction and inconvenience to the public. Contractors shall not disrupt the peace and quiet of the area within which the services are performed, with the exception of routine janitorial equipment use, such as vacuuming, etc.

**15) Parking:**

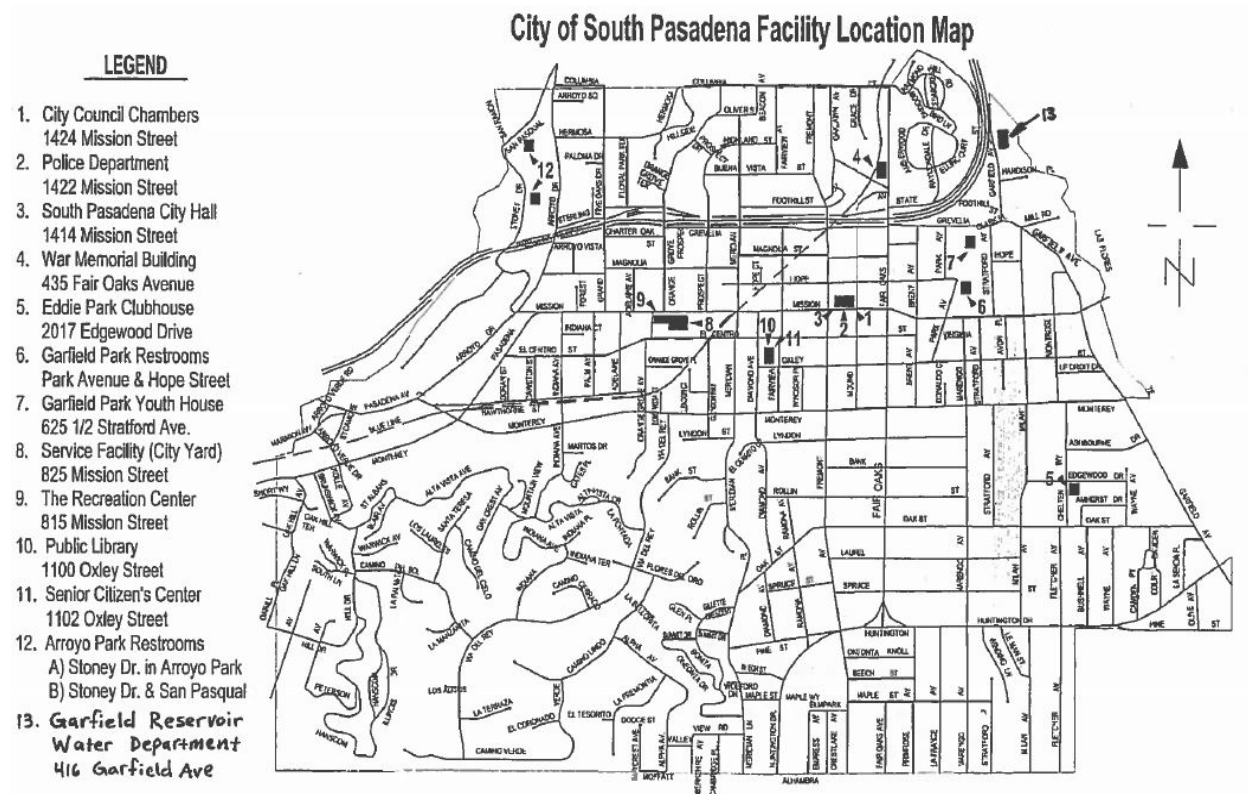
- a. Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.
- c. The City of South Pasadena will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

## VIII. LOCATION MAP AND SUMMARY

Below is a map and summary of the City's facilities requiring janitorial services:

Map:



**IX. APPENDIX – DETAILED SCHEDULE OF TASKS**

Facility	Area	Location	Task	Frequency
<b>City Hall</b>				
	<b>City Hall Courtyard</b>			
		<u>Courtyard</u>	Clean glass display case (agenda display)	Daily
			Empty trash and replace liners	Daily
	<b>City Hall Foyer</b>			
		<u>Foyer</u>	Vacuum and clean stains on carpet	Daily
			Clean entry doors, windows and ledges inside and out	Daily
			Dust tables, chairs, pictures, etc.	Daily
			Polish furniture as needed	Daily
			Empty trash and replace liner	Daily
			Vacuum stairway and clean stains on carpet from occasional spillage	Daily
			Clean stair handrails	Daily
			Dust walls and spot clean necessary remove cobwebs	Daily
	<b>City Hall 1st Floor</b>			
		<u>Restrooms (All)</u>	Sweep and mop floors	Daily
			Clean toilets, mirrors, and sinks	Daily
			Wipe tile and partitions	Daily
			Empty trash and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Check soap dispensers and replace as needed	Daily
			Check paper products and replace as needed	Daily

Facility	Area	Location	Task	Frequency	
City Hall		<u>Elevator</u>			
		-	Sweep and mop floors	Daily	
		-	Wipe down doors and walls and dust cobwebs	Daily	
		-	Clean elevator tracts	Daily	
	<b>City Hall 1st Floor Planning and Building Department</b>				
		<u>Director's Office</u>			
		-	Vacuum	Daily	
		-	Dust desk, bookcase, chairs, pictures, plants	Daily	
		-	Empty trash and replace liners	Daily	
		-	Wipe down door, walls, dust and remove cobwebs	Daily	
		-	Clean telephone handsets	Daily	
		<u>Planner's Work Area</u>			
		-	Vacuum	Daily	
		-	Dust desk, bookcase, chairs, pictures, plants	Daily	
		-	Empty trash and replace liners	Daily	
	-	Wipe down door, walls, dust and remove cobwebs	Daily		
	-	Clean telephone handsets	Daily		
	<u>Staff Work Area and Public Counter</u>				
	-	Vacuum	Daily		
	-	Dust desk, bookcase, chairs, pictures, plants	Daily		
	-	Empty trash and replace liners	Daily		
	-	Wipe down door, walls, dust and remove cobwebs	Daily		
	-	Clean telephone handsets	Daily		



Facility	Area	Location	Task	Frequency
<b>City Hall</b>				
		<u>Plan Map</u>		
		-	Dust plans, bookcases	Daily
		-	Wipe down doors, walls, file cabinets	Daily
		-	Empty trash and replace liners	Daily
<b>City Hall 1st Floor Lunch Room</b>				
		-	Vacuum floor, dust, and remove cobwebs	Daily
		-	Empty trash and replace liner	Daily
		-	Wipe down tables and chairs	Daily
		-	Clean sink and counter top	Daily
		-	Clean outside appliances, microwave, refrigerator	Daily
		-	Refill soap and paper towel dispenser	Daily
		-	Remove food and drink spillages	Daily
		-	Wipe window and ledge	Daily
		-	Clean refrigerator inside and out	Daily
<b>City Hall 1st Floor Management Services Department</b>				
		<u>Director's Office</u>		
		-	Vacuum	Daily
		-	Dust, workstation, bookcase,	Daily
		-	Empty trash and replace liner	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, window and ledge	Daily

Facility	Area	Location	Task	Frequency	
City Hall		<u>Senior Management Analyst Work station</u>			
		-	Vacuum	Daily	
		-	Dust, workstation, bookcase,	Daily	
		-	Empty trash and replace liner	Daily	
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily	
		-	Clean telephone handsets, window and ledge	Daily	
		<u>Chief City Clerk's Office</u>			
		-	Vacuum	Daily	
		-	Dust, workstation, bookcase,	Daily	
		-	Empty trash and replace liner	Daily	
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily	
		-	Clean telephone handsets, window and ledge	Daily	
		<u>Deputy City Clerk's Work Station</u>			
		-	Vacuum	Daily	
		-	Dust, workstation, bookcase,	Daily	
		-	Empty trash and replace liner	Daily	
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily	
		-	Clean telephone handsets	Daily	

Facility	Area	Location	Task	Frequency
<b>City Hall</b>				
		<u>Staff Work Area and Public Counter</u>		
		-	Vacuum	Daily
		-	Dust, workstation, bookcase,	Daily
		-	Empty trash and replace liner	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, window and ledge	Daily
		<u>Public Hallway</u>		
		-	Vacuum	Daily
		-	Wipe and spot clean doors and walls, dust and remove all cobwebs	Daily
		-	Dust Pictures	Daily
<b>City Hall 2nd Floor</b>				
		<u>Waiting area</u>		
		-	Vacuum, remove stains from occasional spillage on carpet	Daily
		-	Dust tables, chairs, pictures, plants, etc.	Daily
		-	Dust walls and spot clean as necessary, remove all cobwebs	Daily
		-	Clean windows and ledges	Daily
		<u>Hallway</u>		
		-	Vacuum	Daily
		-	Dust picture frames	Daily
		-	Wipe and spot clean doors and walls	Daily
		-	Sweep north stairway	Daily
		-	Clean stairway handrails	Daily
		-	Clean drinking fountain and metal housing	Daily

Facility	Area	Location	Task	Frequency	
City Hall		<u>Restrooms</u> <u>(All)</u>			
		-	Sweep and mop floors	Daily	
		-	Clean toilets, mirrors, and sinks	Daily	
		-	Wipe tile and partitions	Daily	
		-	Empty trash and replace liners	Daily	
		-	Clean kick plates at bottom of doors	Daily	
		-	Check soap dispensers and replace as needed	Daily	
	-	Check paper products and replace as needed	Daily		
	<b>City Hall 2nd Floor Finance Department</b>				
		<u>Finance</u> <u>Director's</u> <u>Office</u>	-	Vacuum	Daily
			-	Dust desk, chairs, bookcase	Daily
			-	Empty trash and shredder, replace liners	Daily
			-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
			-	Clean telephone handsets, windows and ledges	Daily
<u>Accounting</u> <u>Manager's</u> <u>Office</u>		-	Vacuum	Daily	
		-	Dust desk, chairs, bookcase	Daily	
		-	Empty trash and shredder, replace liners	Daily	
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily	
		-	Clean telephone handsets, windows and ledges	Daily	

Facility	Area	Location	Task	Frequency
<b>City Hall</b>				
		<u>Staff Work Area and Public Counter</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, windows and ledges	Daily
		-	Dust fax machine and copier	Daily
		<u>Finance Manager's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, windows and ledges	Daily
<b>City Hall 2nd Floor City Manager's Suite</b>				
		<u>Staff Area &amp; Reception Area</u>		
		-	Vacuum, remove stains on carpet from occasional spillage	Daily
		-	Dust workstation, computer	Daily
		-	Dust misc. office equipment, chairs, pictures, plants	Daily
		-	Wipe down doors, walls, file cabinets	Daily
		-	Empty trash and replace liners	Daily
		-	Clean telephone handsets	Daily
		-	Clean table and chairs	Daily

Facility	Area	Location	Task	Frequency
City Hall		<u>City Manager's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase, table	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets	Daily
		<u>Deputy City Manager's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets	Daily
		<u>Assistant to the City Manager's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets	Daily
-	Wipe down glass sliding doors	Daily		

Facility	Area	Location	Task	Frequency
City Hall		<u>Management Analyst's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets	Daily
		-	Wipe down glass sliding doors	Daily
		<u>Staff Area and Reception Area</u>		
		-	Vacuum	Daily
		-	Vacuum rugs	Daily
		-	Dust office equipment, chairs, pictures, plants	Daily
		-	Wipe down doors, walls, file cabinets	Daily
		-	Empty trash and replace liners	Daily
		-	Clean telephone handsets	Daily
		-	Clean table and chairs	Daily
		<u>Vault</u>		
		-	Dust shelves, files	Daily
		-	Sweep and Mop	Daily
		-	Wipe down filing cabinets	Daily
		<u>Public Counter</u>		
		-	Vacuum	Daily
	-	Dust tables, chairs, bookcases, office equipment, pictures, plants	Daily	
	-	Empty trash and replace liners	Daily	

Facility	Area	Location	Task	Frequency	
City Hall		-	Wipe down walls, public counters	Daily	
		-	Clean windows, ledges and partition glass	Daily	
		-	Dust counter, office equipment	Daily	
		-	Vacuum	Daily	
		-	Dust copy machine, postage machine	Daily	
		-	Empty trash and replace liner	Daily	
		-	Wipe and spot clean doors and walls, remove all cobwebs	Daily	
		<u>Kitchenette</u>			
		-	Sweep and Mop	Daily	
		-	Clean sink, counter top, mirror, water dispenser	Daily	
		-	Empty trash and replace liner	Daily	
		-	Wipe down door and walls	Daily	
		-	Check soap and paper towels dispensers and refill as needed	Daily	
		-	Wipe down refrigerator inside and out	Daily	
		<u>City Manager's Conference Room</u>			
		-	Vacuum, remove stains from spillage	Daily	
		-	Empty trash and replace liners	Daily	
	-	Dust and clean conference table, chairs, furniture	Daily		
	-	Wipe and spot clean door, walls	Daily		
	-	Clean telephone handset	Daily		



Facility	Area	Location	Task	Frequency
<b>City Hall</b>				
<b>City Hall 2nd Floor Management Services &amp; Human Resources Offices</b>				
		<u>Senior Management Analysts and Intern Office</u>		
		-	Vacuum	Daily
		-	Dust workstations, computers	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets	Daily
		<u>Principal Management Analysts Office</u>		
		-	Vacuum	Daily
		-	Dust workstations, computers	Daily
		-	Dust desk, bookcase, chairs, pictures, plants	Daily
		-	Empty trash and replace liner	Daily
		-	Wipe down doors, walls, file cabinets,	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily

Facility	Area	Location	Task	Frequency
City Hall		<u>Human Resources Manager's Office</u>		
	-		Vacuum	Daily
	-		Dust workstations, computers, bookcase, chairs, pictures, plants	Daily
	-		Empty trash and replace liner	Daily
	-		Wipe down doors, walls, file cabinets,	Daily
	-		Clean telephone handset	Daily
	-		Clean glass door	Daily
		<u>Human Resources Analyst Office</u>		
	-		Vacuum	Daily
	-		Dust workstations, computers, bookcase, chairs, pictures, plants	Daily
	-		Empty trash and replace liner	Daily
	-		Wipe down doors, walls, file cabinets,	Daily
	-		Clean telephone handset	Daily
	-		Clean glass door	Daily
		<u>Human Resources Office</u>		
	-		Vacuum	Daily
	-		Dust desk, bookcase, chairs, pictures, plants	Daily
	-		Empty trash and replace liner	Daily
	-		Wipe down doors, walls, file cabinets,	Daily
	-		Clean telephone handset	Daily
	-		Clean sliding glass doors	Daily

Facility	Area	Location	Task	Frequency
<b>City Hall</b>				
	All	-		
		-	Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all furniture and all metal surfaces	Monthly
		-	Strip, scrub and re-wax all hard surface floors	Semi-annual
		-	Wash and polish all wood paneling, woodwork and handrails	Semi-annual
		-	Steam clean/shampoo all carpeting	Semi-annual
		-	Clean all vertical and horizontal blinds	Semi-annual
		-	Remove, clean and re-install all drapes	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Dust light fixtures, air-conditioning vents, etc.	Semi-annual

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
<b>Police Department 1st Floor</b>				
		<u>Entryway</u>		
		-	Sweep and mop floors	Daily
		-	Clean entry doors, windows and ledges (inside and out)	Daily
		-	Wipe Ledges of window sills, dust and remove all cobwebs	Daily
		-	Clean scuff marks on walls as needed	Daily
		-	Polish chrome counter as needed	Daily
		-	Empty trash and replace liner	Daily
		<u>Records Section</u>		
		<u>Common Work Area</u>		
		-	Vacuum	Daily
		-	Empty trash and replace liners	Daily
		-	Dust workstations (including top of work towers) shelves	Daily
		-	Replace shredder bag as needed	Daily
		-	Clean counter tops and telephone handsets	Daily
		-	Remove scuff marks from walls as needed	Daily
		<u>Records Section</u>		
		<u>Front Counter</u>		
		-	Clean counter top	Daily
		-	Clean glass window	Daily
		<u>Staff</u>		
		<u>Lounge/Break Room</u>		
		-	Clean windows and window ledges	Daily
		-	Sweep and mop floors	Daily
		-	Wiped down tables, chairs, cabinets	Daily
		-	Clean sink, counter tops	Daily
		-	Wipe interior and exterior of microwave	Daily

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		-	Clean inside and outside of refrigerator, and appliances	Daily
		-	Dust TV, shelves, cabinets, ledges, dust and remove cobwebs	Daily
		-	Empty trash and replace liners	Daily
		-	Remove food and drink spillages	Daily
		-	Refill soap and paper towel dispenser	Daily
		<u>Hallways</u>		
		-	Vacuum	Daily
		-	Wipe and spot clean doors and walls, remove scuff marks	Daily
		-	Clean doors and windows along hallway and remove cobwebs	Daily
		-	Dust pictures, plants	Daily
		<u>Weight Room</u>		
		-	Sweep and mop floor	Daily
		-	Clean mirrors	Daily
		-	Empty trash and replace liners	Daily
		<u>Interview Room</u>		
		-	Vacuum	Daily
		-	Wipe tables and chairs dust and remove cobwebs	Daily
		-	Empty trash and replace liners	Daily
		<u>Watch</u>		
		<u>Commanders'</u>		
		<u>Office</u>		
		-	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Wipe down door, walls, file cabinet, remove cobwebs	Daily
		-	Clean telephone handsets	Daily

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		<u>Restrooms (All)</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, urinals, sinks, mirrors	Daily
		-	Empty trash and replace liners	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Wipe tile and partitions	Daily
		<u>Report Writing Room</u>		
		-	Sweep and mop floors	Daily
		-	Dust Furniture	Daily
		-	Empty trash and replace liners	Daily
		-	Clean and wipe counter tops	Daily
		-	Clean telephone handsets	Daily
		-		
<b>Jail</b>				
		<u>Hallways</u>		
		-	Sweep and mop hallway floors including prisoner exit hallway	Daily
		<u>Toilet Facility and Shower</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, urinals, sinks, mirrors, and walls	Daily
		-	Empty trash and replace liners	Daily
		<u>Booking/Holding Areas</u>		
		-	Clean counter tops and sink	Daily
		-	Clean glass	Daily
		-	Empty trash and replace liners	Daily
		<u>Fingerprint/Photo Area</u>		
		-	Clean steel counter and mop floor	Daily
		-		

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		-	Clean windows	Daily
<b>Building Exterior</b>				
		<u>Rear Parking Lot</u>	Pick up trash throughout parking lot and replace liners	Daily
		-	Empty trash container near gas pump	Daily
		<u>Courtyard</u>	Clean windows, doors, remove all cobwebs	Daily
		-	Pick up trash and replace liners	Daily
<b>Police Department 1st Floor Office Area</b>				
		<u>Secretarial Work Area</u>	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean partition glass windows, ledges and remove cobwebs	Daily
		-	Wipe down door, walls, file cabinet	Daily
		-	Clean telephone handsets	Daily
		<u>Division Commander's Office (2)</u>	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean partition glass windows, ledges and remove cobwebs	Daily
		-	Wipe down door, walls, file cabinet	Daily
		-	Clean telephone handsets	Daily

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		<u>Chief's Office</u>		
		-	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean partition glass windows, ledges and remove cobwebs	Daily
		-	Wipe down door, walls, file cabinet	Daily
		-	Clean telephone handsets	Daily
		<u>Chief's Restroom</u>		
		-	Sweep and mop floor	Daily
		-	Clean toilet, sink, mirror	Daily
		-	Empty trash and replace liners	Daily
		-	Refill soap and paper products	Daily
		-	Wipe down tile	Daily
<b>Detective Bureau</b>				
		<u>Common Work Area</u>		
		-	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean partition glass windows, ledges and remove cobwebs	Daily
		-	Wipe down door, walls, file cabinet	Daily
		-	Clean telephone handsets	Daily
<b>Communications</b>				
		<u>Dispatch Work Area</u>		
		-	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily



Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		-	Clean partition glass windows, ledges and remove cobwebs	Daily
		-	Wipe down door, walls, file cabinet	Daily
		-	Clean telephone handsets	Daily
<b>PBX Room</b>				
		<u>Telephone, Server, &amp; Information Technology Areas</u>		
		-	Vacuum	Daily
		-	Dust workstations, bookcase, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean partition glass windows, ledges and remove cobwebs	Daily
		-	Wipe down door, walls, file cabinet	Daily
		-	Clean telephone handsets	Daily
<b>Police Department Basement Floor</b>				
		<u>Male Employees' Locker Room</u>		
		-	Sweep and mop floor	Daily
		-	Wipe down benches	Daily
		-	Empty trash and replace liners	Daily
		-	Clean kick plates on doors	Daily
		<u>Male Employees' Restroom and Shower Area</u>		
		-	Sweep and mop floor	Daily
		-	Clean toilet, sink, mirror	Daily
		-	Clean shower stalls	Daily
		-	Wipe down tile	Daily
		-	Empty trash and replace liners	Daily

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		- <u>Female Employees' Locker Room</u>	Refill soap and paper products and towel supplies	Daily
		-	Vacuum	Daily
		-	Wipe down benches	Daily
		-	Empty trash and replace liners	Daily
		- <u>Female Employees' Restroom and Shower Area</u>	Clean kick plates on doors	Daily
		-	Sweep and mop floor	Daily
		-	Clean toilet, sink, mirror	Daily
		-	Clean shower stalls	Daily
		-	Wipe down tile	Daily
		-	Empty trash and replace liners	Daily
		- <u>Emergency Sleeping Quarters</u>	Refill soap and paper products and towel supplies	Daily
		-	Remove bedding and replace with clean bedding	Daily
		-	Vacuum	Daily
		- <u>Stairway to 1st Floor</u>	Dust furniture	Daily
		-	Sweep and mop floor	Daily
		-	Clean scuff marks off walls as needed	Daily
		-	Empty trash and replace liners	Daily

Facility	Area	Location	Task	Frequency
<b>Police Department</b>				
		<u>Briefing Room</u>		
		-	Vacuum	Daily
		-	Dust furniture	Daily
		-	Empty trash and replace liners	Daily
	<b>All</b>	-		
		-	Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all furniture and all metal surfaces	Monthly
		-	Strip, scrub and re-wax all hard surface floors	Semi-annual
		-	Wash and polish all wood paneling, woodwork and handrails	Semi-annual
		-	Steam clean/shampoo all carpeting	Semi-annual
		-	Clean all vertical and horizontal blinds	Semi-annual
		-	Remove, clean and re-install all drapes	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Dust light fixtures, air-conditioning vents, etc.	Semi-annual

Facility	Area	Location	Task	Frequency
<b>City Council Chambers</b>				
		<u>Council Chambers</u>		
		<u>Entryway</u>		
		-	Vacuum	Daily
		-	Clean entry doors and windows (inside and out)	Daily
		-	Clean partition glass windows and ledges	Daily
		-	Empty trash and replace liners	Daily
		-	Dust walls, remove all cobwebs and spot clean	Daily
		<u>Restrooms</u>		
		<u>(All)</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, urinals, sinks, mirrors	Daily
		-	Wipe down pot clean tile, walls, doors, and remove cobwebs	Daily
		-	Empty trash and replace liners	Daily
		-	Clean kick plates at bottoms of doors	Daily
		-	Refill soap and paper products dispensers	Daily
		<u>Hallway</u>		
		-	Vacuum	Daily
		-	Wipe down and spot clean doors and walls, remove cobwebs	Daily
		<u>Council</u>		
		<u>Conference</u>		
		<u>Room</u>		
		-	Vacuum and remove stains on carpet from spillage	Daily
		-	Dust and clean conference table, chairs, bookcases	Daily
		-	Empty trash and replace liners	Daily
		-	Clean telephone handsets	Daily
		-	Wipe down and spot clean door and walls, remove cobwebs	Daily

Facility	Area	Location	Task	Frequency
<b>City Council Chambers</b>				
		<u>Council Chambers</u>		
		<u>Main Room</u>		
		-	Vacuum	Daily
		-	Dust table, chairs, pictures, wall decorations, remove cobwebs	Daily
		-	Empty trash and replace liners	Daily
		-	Wipe down and spot clean doors, wall, counter, handrails	Daily
		-	Remove food and drink spillage and clean stains on carpet	Daily
	<b>All</b>	-		
		-	Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all furniture and all metal surfaces	Monthly
		-	Strip, scrub, and wax all hard surface floors	Semi-annual
		-	Wash and Polish all interior and exterior windows and glass	Semi-annual
		-	Steam clean/shampoo all carpeting	Semi-annual
		-	Clean all vertical and horizontal blinds	Semi-annual
		-	Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Dust all lighting fixture, air conditioning vents	Semi-annual

Facility	Area	Location	Task	Frequency
<b>Public Library</b>				
	<b>Library 1st Floor</b>			
		<u>Children's Service Area</u>		
		-	Vacuum and spot clean to remove spillages and gum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
		-	Remove all cobwebs from walls, shelves, ceilings	Daily
		-	Clean telephone handsets	Daily
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily
		-	Check for and remove gum under tabletops	Daily
		-	Clean windows, partition glass and ledges	Daily
		-	Clean desks and furniture	Daily
		<u>Circulation Desk and Reference Area</u>		
		-	Vacuum and spot clean to remove spillages and gum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Dust shelves and panels, desks, furniture	Daily
		-	Remove all cobwebs from walls, shelves, ceilings	Daily
		-	Polish desks and furniture as needed	Daily
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily
		-	Check for and remove gum under tabletops	Daily
		-	Clean drinking fountain and metal housing	Daily
		-	Clean telephone handsets	Daily
		-	Clean glass table tops	Daily

Facility	Area	Location	Task	Frequency
Public Library		<u>Lobby</u>		
		-	Wash windows and ledges	Daily
		-	Clean glass doors of message board	Daily
		-	Dust bench	Daily
		-	Clean glass doors and windows leading into the building	Daily
		-	Clean glass display cases	Daily
		<u>Entrance</u>		
		-	Clean book drop	Daily
		-	Sweep entryway and pick up trash	Daily
		-	Empty trash and clean ashtray	Daily
		-	Mop all hard surface floors	Daily
		<u>Public Restrooms (All)</u>		
		-	Sweep and mop floors	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean toilets, urinals, sinks, mirrors, counters	Daily
		-	Wipe Tile and partitions	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe down doors and walls to remove hand marks	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Pour hot water or solution down drains to eliminate odors	Daily
		<u>Fiction and Non-fiction Area</u>		
		-	Vacuum and spot clean to remove spillages and gum	Daily
		-	Dust shelves and panels, desks, furniture	Daily
-	Polish desks and furniture as needed	Daily		
-	Wipe and spot clean doors, walls, counter tops, tables	Daily		

Facility	Area	Location	Task	Frequency
Public Library		-	Clean telephone handsets	Daily
		-	Check for and remove gum under tabletops	Daily
		<u>Technical Services Area and Vicinity</u>		
		-	Sweep and mop floors	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Dust shelves end panels, desks, furniture, ledges	Daily
		-	Polish desks and furniture as needed	Daily
		-	Wipe and spot clean doors, walls, counter tops, shelves	Daily
		-	Clean telephone handsets	Daily
		-	Clean sink and counter	Daily
		-	Refill soap and paper products dispensers	Daily
		<u>Hallway</u>		
		-	Sweep and Mop	Daily
		-	Dust furniture, ledges, pictures, plants	Daily
		-	Wipe and spot clean doors, walls, tables	Daily
		<u>Rear Employee Entrance</u>		
		-	Sweep outside of entrance area	Daily
-	Clean floor grit	Daily		
<u>Staff Restrooms (All)</u>				
-	Sweep and mop floors	Daily		
-	Empty trash, sanitize and replace liners	Daily		
-	Clean toilets, urinals, sinks, mirrors, counters	Daily		
-	Wipe Tile and partitions	Daily		



Facility	Area	Location	Task	Frequency		
Public Library		-	Clean metal surfaces, plumbing faucets, valves	Daily		
		-	Wipe down doors and walls to remove hand marks	Daily		
		-	Refill soap and paper products dispensers	Daily		
		-	Pour hot water or solution down drains to eliminate odors	Daily		
		<u>Elevator</u>				
		-	Vacuum and pot clean to remove spillages and gum	Daily		
		-	Wipe and spot clean walls, door jams	Daily		
		-	Clean elevator tracts	Daily		
		<u>Friends Processing Room, Hallways, and Graphics Area</u>				
		-	Sweep and mop floors	Daily		
		-	Empty trash, sanitize and replace liners	Daily		
		-	Clean telephone handsets	Daily		
		<b>Library 2nd Floor</b>				
			<u>Community Room</u>			
		-		Vacuum and spot clean to remove spillages and gum	Daily	
-		Empty trash, sanitize and replace liners	Daily			
-		Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily			
-		Polish and clean furniture as needed	Daily			
-		Wipe and spot clean doors, walls, counter tops, tables	Daily			
-		Clean telephone handsets	Daily			
-		Check for and remove gum under tabletops	Daily			
	<u>Staff Work Area</u>					
-		Vacuum	Daily			

Facility	Area	Location	Task	Frequency	
<b>Public Library</b>		-	Empty trash, sanitize and replace liners	Daily	
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily	
		-	Dust shelves and panels, desks, furniture	Daily	
		-	Polish desks and furniture as needed	Daily	
		-	Clean windows partition glass, ledges	Daily	
		-	Clean telephone handsets	Daily	
		<u>Porch</u>			
		-	Sweep and mop	Daily	
		-	Clean furniture	Daily	
		<u>Staff Kitchen and Lounge</u>			
		-	Sweep and mop floors	Daily	
		-	Clean windows and window ledges	Daily	
		-	Vacuum and spot clean throw rug	Daily	
		-	Empty trash, sanitize and replace liners	Daily	
		-	Wiped down tables, chairs, cabinets	Daily	
		-	Clean sink, counter tops, appliances	Daily	
		-	Wipe interior and exterior of microwave	Daily	
		-	Clean inside and outside of refrigerator, and appliances	Daily	
		-	Dust TV, shelves, cabinets, ledges, dust and remove cobwebs	Daily	
		-	Empty trash and replace liners	Daily	
		-	Remove food and drink spillages	Daily	
		-	Refill soap and paper towel dispenser	Daily	
		<u>Staff Restrooms (All)</u>			
	-	Sweep and mop floors	Daily		
	-	Empty trash, sanitize and replace liners	Daily		
	-	Clean toilets, urinals, sinks, mirrors, counters	Daily		

Facility	Area	Location	Task	Frequency
<b>Public Library</b>		-	Wipe Tile and partitions	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe down doors and walls to remove hand marks	Daily
		-	Refill soap and paper products dispensers	Daily
		<u>Conference Room</u>		
		-	Vacuum and spot clean to remove spillages and gum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean glass table tops	Daily
		-	Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
		-	Polish and clean furniture as needed	Daily
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily
		-	Clean telephone handsets	Daily
		-	Check for and remove gum under tabletops	Daily
		-	Clean chalkboard	Daily
		<u>West Balcony</u>		
		-	Sweep and mop	Daily
		-	Clean balcony stairwell to prevent blockage of sump pump	Daily
		<u>Friend's Bookstore and Vicinity</u>		
		-	Vacuum and spot clean to remove spillages and gum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Dust shelves and panels, desks, furniture, ledges, sills, molding	Daily
	-	Polish and clean furniture as needed	Daily	
	-	Wipe and spot clean doors, walls, counter tops, shelves	Daily	
	-	Wash windows, partition glass and ledges	Daily	
	-	Clean telephone handsets	Daily	

Facility	Area	Location	Task	Frequency
<b>Public Library</b>				
		<u>Hallways</u>		
		-	Vacuum	Daily
		-	Dust furniture, ledges, pictures, plants	Daily
		-	Wipe and spot clean doors, walls, tables	Daily
		-	Wash windows, partition glass and ledges	Daily
		-	Clean drinking fountain and metal housing	Daily
		<u>East Balcony</u>		
		-	Sweep and mop	Daily
		<u>Elevator</u>		
		-	Vacuum and pot clean to remove spillages and gum	Daily
		-	Wipe and spot clean walls, door jams	Daily
		-	Clean elevator tracts	Daily
<b>Library 2nd Floor Administrative Offices and Vicinity</b>				
		<u>Children's Librarian Office</u>		
		-	Vacuum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Dust shelves and panels, desks, furniture	Daily
		-	Polish desks and furniture as needed	Daily
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily
		-	Clean windows partition glass, ledges	Daily
		-	Clean telephone handsets	Daily
		<u>Administrative Secretary's Office</u>		
		-	Vacuum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily

Facility	Area	Location	Task	Frequency
<b>Public Library</b>		-	Dust shelves and panels, desks, furniture	Daily
		-	Polish desks and furniture as needed	Daily
		-	Clean windows partition glass, ledges	Daily
		-	Clean telephone handsets	Daily
		<b>All</b>		
		-	Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Weekly
		-	Dust, clean and polish entrance doors and thresholds	Weekly
		-	Dust, clean and polish all furniture and all metal surfaces	Weekly
		-	Spot clean carpeting throughout the entire Library	Quarterly
		-	Steam clean and shampoo Community Room carpet	Quarterly
		-	Dust exterior of all ceiling vents (upstairs and downstairs)	Quarterly
		-	Dust and clean all exterior plates of all restroom ceiling vents	Quarterly
		-	Vacuum and shampoo all upholstered furniture	Quarterly
		-	Wipe down (with appropriate furniture polish) all wood chairs	Quarterly
		-	Dust clean and polish all furniture and metal surfaces (brass door plates)	Quarterly
		-	Dust and clean all vertical blinds located upstairs	Quarterly
		-	Dust and clean all window ledges (upstairs and downstairs)	Quarterly
		-	Steam clean/shampoo all carpeting throughout the entire Library	Semi-annual
		-	Strip, scrub, and wax all hard surface floors in the Technical Services and Circulation Desk	Semi-annual
		-	Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen	Semi-annual
	-	Wash and Polish all interior and exterior windows and glass	Semi-annual	
	-	Dust, clean all lighting fixture lenses	Semi-annual	

Facility	Area	Location	Task	Frequency
<b>Senior Citizen's Center</b>				
<b>Senior Center Public Area</b>				
		<u>Entrance</u>		
		-	Sweep entryway and pick up trash	Daily
		-	Empty trash and clean area	Daily
		<u>Courtyard</u>		
		-	Sweep area, clear cobwebs	Daily
		-	Clean Patio tables and chairs	Daily
		<u>Lobby</u>		
		-	Vacuum and spot clean to remove spillages and gum	Daily
		-	Clean entry doors, sliding doors, windows and ledges	Daily
		-	Clean blinds	Daily
		-	Dust tables, chairs, pictures, moldings, sills	Daily
		-	Polish furniture as needed	Daily
		-	Empty trash and replace liners	Daily
		-	Clean drinking fountain and metal housing	Daily
		-	Wipe and spot clean doors and walls	Daily
		<u>Restrooms</u>		
		<u>(All)</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, urinals, sinks, mirrors, counters	Daily
		-	Wipe tile and partitions	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean kick plates at bottom of doors	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Wipe down doors and walls to remove hand marks	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily

Facility	Area	Location	Task	Frequency
<b>Senior Citizen's Center</b>				
		<u>Front Class Room</u>		
		-	Vacuum	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean windows, ledges	Daily
		<u>Staff Work Areas</u>		
		-	Vacuum	Daily
		-	Dust workstations, computers, telephones	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handsets	Daily
		<u>Multipurpose Room</u>		
		-	Sweep and Mop	Daily
		-	Dust table and chairs, pictures, moldings, sills, blinds	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls	Daily
		-	Clean windows, ledges, molding	Daily
		<u>Patio</u>		
		-	Sweep (behind office and classroom)	Daily
		<u>Computer Lab/Rear Classroom</u>		
		-	Wipe table and chairs	Daily
		-	Dust computer work stations, printer	Daily
		-	Empty trash, sanitize and replace liners	Daily

Facility	Area	Location	Task	Frequency
<b>Senior Citizen's Center</b>				
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean windows, ledges, molding, sliding glass doors	Daily
		<u>Kitchen</u>		
		-	Sweep and Mop	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handsets	Daily
		-	Clean windows, ledges, molding	Daily
		-	Clean sink and counter tops	Daily
		-	Clean exterior appliances, refrigerator, freezer, ice machine, oven	Daily
		-	Clean kick plates at bottom of doors	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean all stainless steel counter tops and walls using degreaser	Daily
		-	Wipe interior and exterior of microwave	Daily
<b>Senior Center Administrative Offices</b>				
		<u>Community Services</u>		
		<u>Director's Office</u>		
		-	Vacuum	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily



Facility	Area	Location	Task	Frequency
<b>Senior Citizen's Center</b>				
		<u>Rear Office Area</u>		
		-	Sweep and Mop	Daily
		-	Dust workstations, computers, office equipment	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handsets	Daily
		-	Clean windows, ledges, molding	Daily
	<b>All</b>	-		
		-	Vacuum all upholstered furniture and/or damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all furniture and all metal surfaces	Monthly
		-	Wash handrails at entrance of Center and ADA railings	Monthly
		-	Wash and polish all interior and exterior windows and glass	Monthly
		-	Dust light fixtures, air conditioning vents	Monthly
		-	Strip, scrub, and re-wax all hard surface floors	Quarterly
		-	Steam clean and shampoo all carpeting	Quarterly
		-	Dust exterior of all ceiling vents (upstairs and downstairs)	Quarterly

Facility	Area	Location	Task	Frequency
<b>War Memorial</b>				
	<b>Main Floor</b>			
		<u>Entrance</u>		
		-	Sweep patio area and concrete stairways to entrance	Daily
		-	Clean glass doors and windows leading into the building	Daily
		<u>North Hall</u>		
		<u>Foyer</u>		
		-	Sweep and mop	Daily
		-	Clean entry doors, windows and ledges (inside and out)	Daily
		-	Dust tables, chairs, ledges, sills, moldings, vents, pictures	Daily
		-	Empty trash and replace liners	Daily
		-	Wipe and spot clean walls, doors, counters	Daily
		-	Remove food and drink spillages	Daily
		<u>Restrooms</u>		
		<u>(All)</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, urinals, sinks, mirrors, counters	Daily
		-	Wipe tile and partitions	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean kick plates at bottom of doors	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Wipe down doors and walls to remove hand marks	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		<u>Main Hall</u>		
		-	Sweep and Mop Floors	Daily
		-	Sweep fireplaces (2)	Daily
		-	Dust shelves, end panels, furniture, ledges, moldings	Daily
		-	Empty trash and replace liners	Daily
		-	Remove food and drink spillages	Daily

Facility	Area	Location	Task	Frequency
<b>War Memorial</b>				
		-	Wipe and spot clean doors, walls, counter tops, tables	Daily
		-	Clean windows and ledges	Daily
		<u>Kitchen</u>		
		-	Sweep and mop	Daily
		-	Empty trash and replace liners	Daily
		-	Hand wash sink, 3 compartment sink, prep sink	Daily
		-	Wipe down tables and chairs	Daily
		-	Clean sinks, counter tops, stove top,	Daily
		-	Clean oven , including hood and remove grease	Daily
		-	Clean outside of appliances, microwave, refrigerator, warmers, freezer, ice machine	Daily
		-	Clean food carts	Daily
		-	Refill soap and paper towel dispenser	Daily
		-	Remove food and drink spillages	Daily
		-	Wash windows, partition glass and ledges	Daily
		-	Clean refrigerator inside and out	Daily
<b>Basement</b>				
		<u>Entrance</u>		
		-	Sweep and mop floor	Daily
		-	Sweep staircase	Daily
		-	Clean glass doors and windows leading into the building	Daily
		<u>Main Room</u>		
		-	Vacuum main room	Daily
		-	Clean entry doors, windows and ledges (inside and out)	Daily
		-	Dust tables, chairs, ledges, sills, moldings, vents, pictures	Daily
		-	Empty trash and replace liners	Daily
		-	Wipe and spot clean walls, doors, counters	Daily

Facility	Area	Location	Task	Frequency
<b>War Memorial</b>				
		- <u>Restrooms</u> <u>(All)</u>	Remove food and drink spillages	Daily
		-	Sweep and mop floors	Daily
		-	Clean toilets, urinals, sinks, mirrors, counter tops	Daily
		-	Wipe tile and partitions	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean kick plates at bottom of doors	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Wipe down doors and walls to remove hand marks	Daily
		-	Clean metal surfaces, plumbing, faucets, valves	Daily
		<u>Back</u> <u>Entryway</u>		
		-	Sweep and mop floors	Daily
		-	Sweep staircase	Daily
	<b>All</b>	-		
		-	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all metal surfaces	Monthly
		-	Clean interior and exterior windows	Monthly
		-	Sweep elevator and area around it	Monthly
		-	Steam clean/shampoo carpets	Semi-annual
		-	Dust light fixtures, air-conditioning vents	Semi-annual

Facility	Area	Location	Task	Frequency
<b>Eddie Park House</b>				
<b>Outside Areas</b>				
		<u>Entryway &amp; Rear</u>	Sweep front porch and walkways to front entrances	Daily
			Clean windows and ledges at entryway	Daily
<b>Inside Areas</b>				
		<u>Meeting Room</u>	Vacuum	Daily
			Clean entry doors, windows and ledges (inside and out)	Daily
			Dust tables, chairs, ledges, sills, moldings, vents, pictures	Daily
			Clean glass doors of build in cabinets	Daily
			Empty trash and replace liners	Daily
			Dust tables, chairs, ledges, sills, molding	Daily
			Remove food and drink spillages	Daily
			Clean Window partition glass and ledges	Daily
			Wipe and spot clean walls, doors, cabinets, shelves	Daily
		<u>Restrooms (All)</u>	Sweep and mop floors	Daily
			Clean toilets, urinals, sinks, mirrors, counters	Daily
			Wipe tile and partitions	Daily
			Empty trash, sanitize and replace liners	Daily
			Clean kick plates at bottom of doors	Daily
			Refill soap and paper products dispensers	Daily
			Wipe down doors and walls, ledges	Daily
			Clean metal surfaces, plumbing faucets, valves	Daily
			Clean window and ledges	Daily

Facility	Area	Location	Task	Frequency
<b>Eddie Park House</b>				
		<u>Hallway</u>		
		-	Sweep and mop floors	Daily
		-	Wipe and spot clean doors and walls, ledges	Daily
		-	Wash partition glass and ledges	Daily
		<u>Kitchen</u>		
		-	Sweep and mop	Daily
		-	Empty trash and replace liners	Daily
		-	Wipe down tables and chairs	Daily
		-	Clean sinks, counter tops, stove top,	Daily
		-	Clean outside of appliances, microwave, refrigerator	Daily
		-	Remove food and drink spillages	Daily
		-	Wash windows, partition glass and ledges	Daily
		-	Clean refrigerator inside and out	Daily
		-	Refill soap and paper towel dispenser	Daily
	<b>All</b>	-		
		-	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all metal surfaces	Monthly
		-	Strip, scrub and re-wax kitchen, bathroom, and hallway floors	Semi-annual
		-	Wash and polish all wood paneling, woodwork and handrails	Semi-annual
		-	Steam clean and shampoo all carpeting	Semi-annual
		-	Clean all roller shades	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Dust light fixtures, air-conditioning vents	Semi-annual

Facility	Area	Location	Task	Frequency
<b>Garfield Park Restrooms</b>				
<b>Restrooms Near Park Avenue</b>				
		<u>Inside and Outside Areas</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, and sinks (stainless steel)	Daily
		-	Wipe and clean exterior walls and doors	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe down and clean paneling and ceilings	Daily
		-	Remove all graffiti	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wash down walkways	Daily
		-	Pressure wash sidewalk and epoxy floors	Monthly

Facility	Area	Location	Task	Frequency
<b>Arroyo Park Restrooms</b>				
<b>Restrooms Near Stoney Drive</b>				
		<u>Inside and Outside Areas</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, and sinks (stainless steel)	Daily
		-	Wipe and clean exterior walls and doors	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe down and clean paneling and ceilings	Daily
		-	Remove all graffiti	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wash down walkways	Daily
		-	Pressure was sidewalk and concrete floors	Monthly
<b>Restrooms Near San Pasqual</b>				
		<u>Inside and Outside Areas</u>		
		-	Sweep and mop floors	Daily
		-	Clean toilets, and sinks (stainless steel)	Daily
		-	Wipe and clean exterior walls and doors	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe down and clean paneling and ceilings	Daily
		-	Remove all graffiti	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily



Facility	Area	Location	Task	Frequency
<b>Arroyo Park Restrooms</b>				
		-	Wash down walkways	Daily
		-	Pressure wash sidewalk and concrete floors	Monthly

Facility	Area	Location	Task	Frequency
<b>Garfield Park Youth House</b>				
	<b>Inside Areas</b>			
		<u>Meeting Room and Kitchenette</u>	Sweep and mop tile floor	Daily
		-	Clean glass at all entry doors, windows and ledges (inside and out)	Daily
		-	Clean sink and tile counter top	Daily
		-	Dust tables and chairs, ledges, sills, moldings	Daily
		-	Empty trash and replace liners	Daily
		-	Remove food and drink spillages	Daily
		-	Clean windows , partition glass and ledges	Daily
		-	Wipe and spot clean walls, doors, cabinets, shelves	Daily
		<u>Restroom</u>	Sweep and mop tile floor	Daily
		-	Clean toilet, and sink, mirror	Daily
		-	Wipe tile walls	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean kick plate at bottom of door	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		<u>All</u>	Dust, clean and polish entrance doors and thresholds	Monthly
		-	Dust, clean and polish all metal surfaces	Monthly
		-	Dust clean above closet	Monthly
		-	Strip, scrub and re-seal tile floors	Semi-annual
		-	Wash and polish all wood doors, windows and ledges	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual

Facility	Area	Location	Task	Frequency
<b>Garfield Park Youth House</b>				
		-	Clean all roller shades	Semi-annual
		-	Dust light fixtures, air-conditioning vents	Semi-annual
	<b>Outside Areas</b>			
		<u>Entryway and Rear</u>		
		-	Sweep and hose down front porch and walkways to front entrances	Daily
		-	Clean windows and ledges at entry way and remove cobwebs	Daily
		-	Wipe and spot clean doors	Daily
		-	Empty trash and replace liners	Daily
		<u>West Patio</u>		
		-	Sweep all concrete floors and remove debris and dispose	Daily
		-	Wash down concrete slab once a week	Daily

Facility	Area	Location	Task	Frequency
<b>Recreation Center</b>				
<b>Recreation Center Mid-Level</b>				
		<u>Entry</u>		
		-	Sweep front steps	Daily
		-	Sweep entryway and pick up trash	Daily
		<u>Restrooms</u>		
		<u>(All)</u>		
		-	Sweep and mop tile floor	Daily
		-	Clean toilets, urinals, and sink, mirror, counter	Daily
		-	Wipe tile, partitions	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean kick plate at bottom of door	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Pour hot water or solution down drains to eliminate odor	Daily
		<u>Meeting Room</u>		
		-	Vacuum and remove stains on carpet from spillage and gum	Daily
		-	Dust and clean conference table, chairs, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean telephone handsets	Daily
		-	Wipe down and spot clean partition glass and ledges	Daily
		<u>Classroom</u>		
		-	Vacuum and remove stains on carpet from spillage and gum	Daily
		-	Dust and clean conference table, chairs, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean telephone handsets	Daily
		-	Wipe down and spot clean partition glass and ledges	Daily

Facility	Area	Location	Task	Frequency
<b>Recreation Center</b>				
		-	Wipe and spot clean doors, walls, counters, tops of shelves	Daily
		-	Remove drink and food spillage	Daily
<b>Recreation Center 2nd Floor</b>				
		<u>Stair Case</u>	Wipe handrails and sweep stairs	Daily
		-		
		<u>Reception Room</u>	Spot clean to remove spillages and gum	Daily
		-	Clean windows and ledges	Daily
		-	Empty trash and replace liners	Daily
		-	Dust tables, chairs, pictures, plants	Daily
		-	Wipe and spot clean doors and walls	Daily
		-	Clean telephone handset	Daily
		<u>Kitchen</u>	Sweep and mop	Daily
		-	Empty trash and replace liners	Daily
		-	Clean sinks, counter tops, appliances	Daily
		-	Refill soap and paper towel dispenser	Daily
		-	Remove food and drink spillage	Daily
		-	Clean outside of appliances, microwave, refrigerator	Daily
		<u>Restroom</u>	Sweep and mop tile floor	Daily
		-	Clean toilet, and sink, mirror, counter	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily

Facility	Area	Location	Task	Frequency
<b>Recreation Center</b>				
<b>Recreation Center Offices</b>				
		<u>Supervisor's Office</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		<u>Coordinator's Office</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		<u>Staff Office/Break Room</u>		
		-	Sweep and mop	Daily
		-	Dust desk, chair, bookcases	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		-	Wipe down tables and chairs	Daily

Facility	Area	Location	Task	Frequency
<b>Recreation Center</b>				
<b>Recreation Center Basement</b>				
		<u>Picnic Area</u>		
		-	Sweep entryway and pick up trash	Daily
		-	Wipe and spot clean picnic tables	Daily
		-	Clean drinking fountain and metal housing	Daily
		-	Wash down concrete areas under tables for sanitary purposes	Daily
		-	Check and remove gum under table tops	Daily
		<u>Camp Med</u>		
		-	Sweep and mop floors	Daily
		-	Clean entry doors, windows, ledges (inside and out)	Daily
		-	Wipe and spot clean doors, walls, tables, storage area, counters	Daily
		-	Dust chairs, ledges, pictures, plants	Daily
		-	Empty trash and replace liners	Daily
		-	Clean telephone handsets	Daily
		-	Spot clean to remove spillages and gum	Daily
		-	Clean outside of appliances, refrigerator	Daily
		<u>Staff Work Room</u>		
		-	Vacuum	Daily
		-	Wipe and spot clean doors, walls, file cabinets	Daily
		-	Dust desk, chairs, bookcases, pictures, plants	Daily
		-	Clean telephone handsets	Daily
		-	Empty trash and replace liners	Daily
		-	Wipe down and spot clean partition glass and ledges	Daily
		<u>Restrooms</u>		
		<u>(All)</u>		
		-	Sweep and mop tile floor	Daily
		-	Clean toilets, urinals, and sink, mirror	Daily

Facility	Area	Location	Task	Frequency
<b>Recreation Center</b>				
		-	Wipe tile and partitions	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean changing tables	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Pour hot water or solution down drains to eliminate odor	Daily
	<b>All</b>	-		
		-	Vacuum all upholstered furniture and damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds and all metal surfaces	Monthly
		-	Strip, scrub and re-wax all hard surface floors (kitchen, bathroom and mid-level)	Semi-annual
		-	Wash and polish all wood paneling, wood work, handrails	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Steam clean/shampoo all carpeting (mid-level and basement)	Semi-annual
		-	Dust light fixtures, air-conditioning vents	Semi-annual



Facility	Area	Location	Task	Frequency
<b>Public Works Service Facility &amp; Yard</b>				
<b>Public Works Service Facility 1st Floor</b>				
		<u>Staircase</u>		
		-	Wipe handrails and sweep stairs	Daily
		<u>Office Areas</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		<u>Restrooms &amp; Locker Rooms (All)</u>		
		-	Sweep and mop tile floor	Daily
		-	Clean toilet, and sink, mirror, counter	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Wipe partition and walls	Daily
		<u>Conference &amp; Kitchen Area</u>		
		-	Sweep and mop tile floor	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe tables, chairs	Daily
		-	Wipe and spot clean doors, walls,	Daily
		-	Clean sinks, counter tops, appliances	Daily

Facility	Area	Location	Task	Frequency
<b>Public Works Service Facility &amp; Yard</b>				
		-	Refill soap and paper towel dispenser	Daily
		-	Remove food and drink spillage	Daily
		-	Clean outside of appliances, microwave, refrigerator	Daily
<b>Public Works Service Facility 2nd Floor</b>				
		<u>Stair Case</u>		
		-	Wipe handrails and sweep stairs	Daily
		<u>Lobby</u>		
		-	Spot clean to remove spillages and dirt	Daily
		-	Clean windows and ledges	Daily
		-	Empty trash and replace liners	Daily
		-	Dust couch, table, chairs, pictures, plants	Daily
		-	Wipe and spot clean doors and walls	Daily
		-	Dust office equipment	Daily
		<u>Office 1</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		<u>Office 2</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily

Facility	Area	Location	Task	Frequency
<b>Public Works Service Facility &amp; Yard</b>				
		<u>Office 3</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		-	Dust all work stations and equipment	Daily
		<u>Office 4</u>		
		-	Sweep and mop	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		-	Dust all work stations and equipment	Daily
		<u>Back Office Area</u>		
		-	Sweep and mop	Daily
		-	Dust desk, table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		-	Dust office equipment	Daily
		<u>Restrooms (All)</u>		
		-	Sweep and mop tile floor	Daily
		-	Clean toilet, and sink, mirror, counter	Daily

Facility	Area	Location	Task	Frequency
<b>Public Works Service Facility &amp; Yard</b>				
		-	Empty trash, sanitize and replace liners	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Wipe partition and walls	Daily
		<u>Hallway</u>		
		-	Sweep and mop	Daily
		-	Clean kick plates	Daily
		-	Dust ledges and pictures	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Wash windows and ledges	Daily
		<u>Conference Area</u>		
		-	Sweep and mop tile floor	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe tables, chairs	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		<u>Public Works Operations Manager's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily

Facility	Area	Location	Task	Frequency
<b>Public Works Service Facility &amp; Yard</b>				
		<u>Staff Break Room</u>		
		-	Sweep and mop	Daily
		-	Wipe counter top, and inside and outside of refrigerator	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Spot clean doors, walls, cabinets	Daily
		-	Clean sink and counters	Daily
		-	Dust shelves	Daily
	<b>All</b>	-		
		-	Vacuum all upholstered furniture and damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds and all metal surfaces	Monthly
		-	Strip, scrub and re-wax all hard surface floors	Semi-annual
		-	Wash and polish all wood paneling, wood work, handrails	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Steam clean/shampoo all carpeting (Public Works Operations Manager's Office)	Semi-annual
		-	Clean all horizontal blinds	Semi-annual
		-	Dust light fixtures, air-conditioning vents	Semi-annual

Facility	Area	Location	Task	Frequency
<b>Garfield Water Distribution &amp; Public Works Facility</b>				
	<b>Garfield 1st Floor</b>			
		<u>Director's Office</u>		
		-	Vacuum	Daily
		-	Clean windows and ledges	Daily
		-	Dust desk, bookcases, office equipment	Daily
		-	Empty trash and replace liners	Daily
		-	Dust television, table and chairs	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, windows and ledges	Daily
		<u>Restroom</u>		
		-	Sweep and mop tile floor	Daily
		-	Clean toilet, and sink, mirror, counter	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Clean kick plate at bottom of doors	Daily
		-	Wipe partition and walls	Daily
		<u>Locker Room</u>		
		-	Sweep and mop tile floor	Daily
		-	Wipe down benches, lockers	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean shower stalls	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Clean metal surfaces, plumbing faucets, valves, handles	Daily

Facility	Area	Location	Task	Frequency
<b>Garfield Water Distribution &amp; Public Works Facility</b>				
		<u>Lunchroom/Kitchen Area</u>		
		-	Sweep and mop	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean sink and counter tops	Daily
		-	Wipe counter top, and inside and outside of refrigerator	Daily
		-	Spot clean doors, walls, cabinets	Daily
		-	Wipe and spot clean microwaves	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces faucet	Daily
		-	Remove food and drink spillages	Daily
		-	Wash window and ledge	Daily
		<u>Deputy Director's Office</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Dust television, table and chairs	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, windows and ledges	Daily
		<u>Stair Case</u>		
		-	Wipe handrails and sweep stairs	Daily
		<u>Lobby</u>		
		-	Spot clean to remove spillages and dirt	Daily
		-	Clean windows and ledges	Daily
		-	Empty trash and replace liners	Daily
		-	Dust couch, table, chairs, pictures, plants	Daily
		-	Wipe and spot clean doors and walls	Daily
		-	Dust office equipment	Daily

Facility	Area	Location	Task	Frequency
<b>Garfield Water Distribution &amp; Public Works Facility</b>				
	<b>Garfield 2nd Floor</b>			
		<u>West Office Area</u>		
		-	Vacuum	Daily
		-	Dust table and chairs, bookcases, and remove cobwebs	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily
		-	Clean windows, ledges	Daily
		-	Dust copier and fax machine	Daily
		<u>Restrooms (All)</u>		
		-	Sweep and mop tile floor	Daily
		-	Clean toilet, and sink, mirror, counter	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces, plumbing faucets, valves	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Wipe partition and walls	Daily
		<u>Hallway</u>		
		-	Sweep and mop	Daily
		-	Clean kick plates	Daily
		-	Dust ledges, pictures,	Daily
		-	Wipe and spot clean doors, walls, ledges	Daily
		-	Wash windows and ledges	Daily
		-	Dust table and chairs, bookcases, shelves	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Wipe and spot clean doors, walls, cabinets	Daily
		-	Clean telephone handset	Daily



Facility	Area	Location	Task	Frequency
<b>Garfield Water Distribution &amp; Public Works Facility</b>				
		-	Clean windows, ledges	Daily
		-	Dust all work stations and equipment	Daily
		<u>East Office Areas</u>		
		-	Vacuum	Daily
		-	Dust desk, chairs, bookcase	Daily
		-	Empty all trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean telephone handsets, windows and ledges	Daily
		-	Dust individual cubicles	Daily
		<u>Conference Areas</u>		
		-	Vacuum	Daily
		-	Dust conference table, chairs	Daily
		-	Empty trash and shredder, replace liners	Daily
		-	Wipe down door and walls, file cabinets, dust and remove cobwebs	Daily
		-	Clean windows and ledge	Daily
		-	Dust televisions, and cabinet	Daily
		<u>Kitchen Area</u>		
		-	Vacuum	Daily
		-	Empty trash, sanitize and replace liners	Daily
		-	Clean sink and counter tops	Daily
		-	Wipe counter top, and inside and outside of refrigerator	Daily
		-	Spot clean walls and cabinets	Daily
		-	Wipe and spot clean microwaves	Daily
		-	Refill soap and paper products dispensers	Daily
		-	Clean metal surfaces faucet	Daily
		-	Remove food and drink spillages	Daily
		-	Wash window and ledge	Daily

Facility	Area	Location	Task	Frequency
<b>Garfield Water Distribution &amp; Public Works Facility</b>				
		Map & File Room	Vacuum	Daily
		-	Dust plans, bookcases, and blueprint	Daily
	<b>All</b>	-		
		-	Vacuum all upholstered furniture and damp wipe all vinyl furniture	Monthly
		-	Dust, clean and polish entrance doors and thresholds and all metal surfaces	Monthly
		-	Strip, scrub and re-wax all hard surface floors	Semi-annual
		-	Wash and polish all wood paneling, wood work, handrails	Semi-annual
		-	Wash and polish all interior and exterior windows and glass	Semi-annual
		-	Steam clean/shampoo all carpeting (Public Works Operations Manager's Office)	Semi-annual
		-	Clean all horizontal blinds	Semi-annual
		-	Dust light fixtures, air-conditioning vents	Semi-annual

**Exhibit B  
Costs**

**Base Hill, Inc.  
\$16,885 per month**

<b>Item No.</b>	<b>Janitorial Services Location</b>	<b>Bid Item Price</b>
A01	City Hall	<u>\$1,200.00</u> (per month)
A02	Police Department	<u>\$2,525.00</u> (per month)
A03	City Council Chambers	<u>\$350.00</u> (per month)
A04	Public Library	<u>\$3,045.00</u> (per month)
A05	Senior Citizen's Center	<u>\$1,575.00</u> (per month)
A06	War Memorial	<u>\$1,240.00</u> (per month)
A07	Eddie Park House	<u>\$600.00</u> (per month)
A08	Garfield Park Restrooms	<u>\$975.00</u> (per month)
A09	Arroyo Park Restrooms	<u>\$1,075.00</u> (per month)
A10	Garfield Park Youth House	<u>\$600.00</u> (per month)
A11	Recreation Center	<u>\$1,050.00</u> (per month)
A12	Public Works Service Facility & Yard	<u>\$1,275.00</u> (per month)
A13	Garfield Water Distribution & Public Works Facility	<u>\$1,375.00</u> (per month)
A14	Supervisor	<u>\$30.00</u> (per hour)
A15	Day Porter	<u>\$28.00</u> (per hour)
A16	Janitor	<u>\$28.00</u> (per hour)



# City Council Agenda Report

ITEM NO. 14

**DATE:** September 21, 2022

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

**PREPARED BY:** Sheila Pautsch, Community Services Director  
Lucy Hakobian, Community Services Deputy Director  
Melissa Snyder, Community Services Supervisor

**SUBJECT:** **Authorize the City Manager to Execute a Contract with CivicPlus in the Amount of \$29,709.50 for Community Services Department Management Software**

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## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the attached agreement with CivicPlus in the amount of \$29,709.50 for Community Services Department Management Software; and
2. Transfer \$50,000 in State and Local Fiscal Recovery Funds from Account No. 101-3010-3041-8020 (Finance - Special Department Expense). to Account No. 101-8030-8031-8180 (Community Services - Contract Services) to fully fund the agreement.

## Background

Since 2008, the Community Services Department has been utilizing the Peak Software Systems, Inc., software called Sportsman for online registration needs. Sportsman is used to support membership management, program registration, facility reservations, and reporting. In recent years, Sportsman has not been able to adequately support the Department's needs and goal of expand programming and events. To ensure the proper levels of customer service, improve overall efficiencies, and to provide an ability to expand programming and services, the Department is seeking to replace the current registration software.

## Discussion

In 2021, the Department began to research registration software companies that could meet the needs of staff by implementing design and installation of digital interface to provide a user-friendly experience for residents and patrons. Pursuant to SPMC section 2.99-29(12), contracts for professional services such as software design are exempt from formal bidding procedures. Research began with surveying surrounding cities throughout Southern California regarding each city's current registration software. The next phase in the project's research included offering software demonstrations with three leading companies. The Department conducted the demonstrations allowing Division lead staff to ask specific questions and ensure the software program would

meet our unique needs. Ultimately, the Department found that the CivicPlus software called CivicRec, to be one of the leading registration software companies in the industry and most closely aligned with the needs of the Department.

With a focus on local government, CivicPlus provides comprehensive solutions for a variety of city needs, including employee management (CivicHR), mass communications (CivicReady), agendas and meeting processes (CivicClerk), and more. CivicRec is the specific platform dedicated to supporting and enhancing the parks and recreation industry. CivicPlus offers customers a user-friendly interface, ensuring that navigation is intuitive and simple.

CivicPlus offers an all-in-one recreation software solution with activity registration, facility management, membership management, special event ticketing, quantifiable insights through reporting, and more. CivicPlus will also allow the Department to establish a strong online presence with built-in marketing tools such as the ability to connect social media networking profiles, engage patrons through text or email, and gain community feedback through surveys. Contactless payment options will facilitate more safe and secure processes through CivicPlus.

The proposed agreement incorporates the standard agreement CivicPlus utilizes for government agencies throughout the country, incorporating terms developed by the US General Services Agency; the agreement is not a contract with GSA. Approving this contract will assist with the Department's ability to deliver excellent customer service, improve overall efficiencies, and provide a platform for future development within the Department.

The term of the contract is for one year, renewing for a second one-year term with each party having the option to terminate the renewal period on 60 days notice before renewal.

### **Fiscal Impact**

State and Local Fiscal Recovery Funds (SLFRF) in the amount of \$50,000 for these services were included in the Fiscal Year 2022-2023 budget, as approved at the City Council meeting held on June 15, 2022 and are currently housed in the Non-Departmental Overhead Account No. 101-3010-3041-8020 (Finance - Special Department Expense). If approved, it is requested that \$50,000 be transferred from Account No. 101-3010-3041-8020 to Account No. 101-8030-8031-8180 (Community Services - Contract Services).

The first-year fee is \$29,709.50 which includes project implementation and initial term annual services. The remaining SLFRF balance of \$20,290.50 will be used towards the annual service fee for Fiscal Year 2023-2024. The annual fee of \$25,356.45 is partly based on the Department's revenue and will be included in the annual budget. There will be an impact for Fiscal Year 2024-2025 as funds from SLFRF will be depleted.

Attachment: Professional Services Agreement with CivicPlus

**ATTACHMENT**  
Professional Services Agreement with CivicPlus

# PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / CivicPlus)

## 1. IDENTIFICATION

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

## 2. RECITALS

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

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

## 3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services are set forth in the Consultant’s Statement of Work for South Pasadena proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Sheila Pautsch, Community Services Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for

completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement for the initial term is Twenty-nine Thousand Seven Hundred and 50/100 Dollars (\$29,709.50). The Maximum Amount under this Agreement for subsequent years extended through extension options shall not exceed Annual Service Term Fee amount of Twenty-five Thousand Three Hundred Fifty-six and 45/100 Dollars (\$25,356.45).
- 3.5. "Commencement Date": September 21, 2022.
- 3.6. "Termination Date": September 1, 2023.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. This Agreement shall be in effect for an initial term of one year from signing with the option of automatic renewal each anniversary for additional one year terms each anniversary until terminated by either Party. Such extensions shall be effective unless notice is provided by either Party of its intent to Terminate this Agreement pursuant to section 16.

#### 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. [Intentionally Omitted].
- 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. CivicPlus 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. [Intentionally Omitted].
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

City will own the website, graphic designs, webpage or Services content, module content, importable/exportable data, and archived information (“City Content”) created by Contractor on behalf of City pursuant to this Agreement. “City Content” also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain; and any content owned or licensed by Contractor, whether in

connection with providing Services or otherwise. Contractor shall not use any City logos, trademarks or other City Content without written permission of City.

## 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 third party 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: Provide Community Services Department Management Software Program.
- 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:

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

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Cyber 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: Sheila Pautsch, Community Services Director, 1102 Oxley St., 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 e-mail, 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

Sheila Pautsch, Community Services  
Director  
City of South Pasadena  
815 Mission Street  
South Pasadena, CA 91030

If to Consultant

CivicPlus  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, Kansas 66502  
Telephone: (888) 228-2233  
Fax: (785) 587-8951

Telephone: (626) 403-7380

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on ten 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 10 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 exhibit or 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 such prior written consent shall not be unreasonably withheld. Any attempt by Consultant to delegate, transfer, subcontract or assign its duties or rights hereunder without City's prior written consent shall render such action void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms,

conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"  
City of South Pasadena

"Consultant"  
CivicPlus

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

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

Desiree Jimenez, CMC  
Chief City Clerk

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

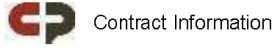
**Approved as to form:**

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

Andrew Jared, City Attorney

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

# EXHIBIT A



## Contact Information

<b>Organization</b>	<b>URL</b>	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
<b>Emergency Contact &amp; Mobile Phone</b>		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
<b>Billing Contact</b>		
		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	ST	Postal Code
Tax ID #	Sales Tax Exempt # Account	
Billing Terms <b>Annual</b>	Rep	
Info Required on Invoice (PO or Job #)		
<b>Contract Contact</b>		
		Email
Phone	Ext.	Fax
<b>Project Contact</b>		
		Email
Phone	Ext.	Fax

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 Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

**GSA CivicPlus Statement of Work**

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	4	\$596.04
Project Manager	\$135.86	32	\$4,347.52
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	44	\$5,785.12
Graphic Designer	\$109.57	78	\$8,546.46
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	64	\$7,012.48
Trainer	\$109.57	16	\$1,753.12
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	180	\$14,515.20
<b>Subtotal</b>			\$42,555.94
<b>Discount (Valid through September 30, 2022)</b>			(\$12,846.44)
<b>Total First Year Fee</b>			\$29,709.50

<b>Project Implementation and Deployment</b>	
<ul style="list-style-type: none"> <li>• CivicRec Premium Implementation</li> <li>• Initial Term Annual Services</li> <li>• 4x Half Day Virtual Training Blocks</li> <li>• 1x Half Day Virtual Consulting Block</li> <li>• User Import</li> <li>• Membership/Passes Import</li> <li>• CivicRec Pay – Forte</li> <li>• CivicRec GIS Integration</li> <li>• CivicRec AudioEye Enterprise</li> <li>• CivicRec Document Management</li> </ul>	<b>\$29,709.50</b>
<b>Total Initial Term Fees</b>	
<b>\$29,709.50</b>	
<b>Annual Services Fees (Includes Subscription, Support and Maintenance)</b>	
<b>\$25,356.45</b>	

- Performance and payment under this Statement of Work ("SOW") by and between South Pasadena, California ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.
- This SOW shall remain in effect for an initial term of one year (the "Initial Term") from signing.
- In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.





GSA Statement of Work for **South Pasadena, CA**

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4. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
5. The Total First Year Fees shall be invoiced at signing.
6. Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning 12 months from signing, and occurring every 12 months thereafter. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
7. The Client's Annual Services Fees agreed upon herein are based on Client processing up to \$510,000 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
8. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
9. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
10. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.
11. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), CivicPlus must notify Client in writing of such additional charge and obtain Client's written consent to the additional charge before Client will be liable for payment of the additional charge. Notwithstanding the foregoing, the City



**GSA Statement of Work for South Pasadena, CA**

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acknowledges requesting changes to scheduled services without adequate notice may compromise CivicPlus' ability to deliver such services if the City does not provide such written consent to additional charges. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).

12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
13. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

**Intellectual Property**

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
15. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

**Taxes**

16. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

**Indemnification**

17. CivicPlus shall defend, indemnify and hold the Client harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this SOW, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this SOW. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of the Client.

**Liabilities**

18. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
19. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
20. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
21. Notwithstanding any other provision of this SOW or the Master Services Agreement, the Client shall not be

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Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

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V. CPA03.01.165-0001



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GSA Contract GS-35F-0124U

obligated or liable for the CivicPlus's performance hereunder or by any provision of this SOW during any of the Client's future fiscal years unless and until the Client's City Council appropriates funds for this SOW in the Client's Budget for each such future fiscal year. In the event that funds are not appropriated for this SOW, then this SOW shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The Client shall notify CivicPlus in writing of any such non- appropriation. Additionally, notwithstanding any other provision of this SOW or the Master Services Agreement, the Client shall not be obligated or liable for any increase in fees unless (i) CivicPlus provides sixty (60) days' notice of such increase and (ii) the Client does not terminate this SOW within such sixty-day period. It is expressly understood and agreed, thatthe Client may terminate this Agreement without any further liability should CivicPlus fees be increased by providing notice of such termination within sixty days after receiving notice of the proposed increase in fees.

- 22. Client is solely responsible for the updating and accuracy of their public-facing privacy policy.
- 23. Client acknowledges that any forms to be used in Document Management must be created in Document Management, and such forms cannot be unencrypted or exported to un-encrypted modules.
- 24. Client shall complete a Privacy Impact Statement (PIA), which shall detail Client's privacy practices and policies surrounding the use of, and any data stored within or collected by the Document Management. Client further warrants appropriate employees have been adequately trained on the use and deployment of Document Management.
- 25. Client and CivicPlus each jointly acknowledge that for the duration of this SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsibility for the Security Controls, including safe custody, transport and storage of data and Client shall serve as the "Data Owner", and is solely responsible for the Operational and Privacy Specific Controls, including data collection, content, context, and use. Notwithstanding the foregoing, Client acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by Client. Client has sole responsibility for maintaining the security of such log-in credentials and assigning and defining roles and permission to each individual end-user.
- 26. Client acknowledges that due to the nature of the encryption employed in Document Management, CivicPlus staff are unable to access any data submitted or stored within Document Management.
- 27. Client understands and agrees that Document Management is not intended to collect or store any credit card information, or related identifiable or financial information and that Client shall not collect or store any such information in Document Management. For the sake of clarity, Document Management is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

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Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951



**AUDIOEYE MANAGED  
FOR CIVICREC  
STATEMENT OF WORK**

**No. 1**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the CivicRec Statement of Work (the "Agreement") between CivicPlus, LLC. ("CivicPlus") and South Pasadena, CA ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

**Client**

**CivicPlus**

**By:** \_\_\_\_\_  
*(Signature)*

**By:** \_\_\_\_\_  
*(Signature)*

**Name:** \_\_\_\_\_  
*(Print)*

**Name:** \_\_\_\_\_  
*(Print)*

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**1. TERM**

The duration of this AudioEye Platform Subscription for CivicRec and this SOW shall begin at signing and be co-termed and aligned with Client's CivicRec subscription.

## 2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product	Subscription Cost	
AudioEye Managed for CivicRec	\$5,000 per domain	
<b>Total Subscription Cost*</b>		<b>\$5,000 per domain*</b>

\*Recurring subscription pricing is subject to an annual 5% increase.

The subscription purchased herein applies only to a single domain (Client's CivicRec Instance).

Upon execution of this SOW, CivicPlus will invoice Client for the first year's Total Subscription Cost. If needed, CivicPlus will pro-rate Client's first year's Total Annual Subscription Cost to match up with Client's current CivicRec billing schedule. All renewal years Total Subscription Cost shall be invoiced on the date of Client's current CivicRec billing schedule. The parties acknowledge the pricing herein is not in addition to the amounts listed in the GSA Statement of Work to which this SOW is attached.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

The Services in this SOW shall apply to:
<b>SOUTH PASADENA CA - CIVICREC</b>

### 3. CONTACT INFORMATION

#### Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

#### Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Billing Address 1: \_\_\_\_\_  
*(if different from Corporate Address provided with MSA)*

Contact Email: \_\_\_\_\_ Billing Address 1: \_\_\_\_\_  
*(if different from billing email address provided above)*

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Payment Method: \_\_\_\_\_

*All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).*

## STATEMENT OF WORK

### APPENDIX A

#### Package Features / Services

#### AudioEye Managed for CivicRec

##### Activation

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user's experience - are being regularly prioritized and evaluated for accessibility conformance. For the duration of the Term of the agreement between the Parties, AudioEye will maintain the always-on monitoring service.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform ("DAP"), AudioEye's proprietary system for facilitating the Ally Managed Service solution.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. For any Success Criteria that cannot be met through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Customer's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing Reseller and/or Customer to implement fixes within the product source ("Source Remediation").

#### AudioEye Managed

Features/Services	Details
<b>WCAG Accessibility Reports</b>	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
<b>Automated Global Remediations</b>	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.

<b>Monitoring</b>	Ongoing evaluation and continuous WCAG testing.
<b>Accessibility Toolbar</b>	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
<b>Certification Statement</b>	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
<b>Accessibility Statement</b> (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
<b>Training (On-Demand Webinar Archive)</b>	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
<b>Live Training Webinars</b>	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
<b>Manual Assistive Technology Testing</b>	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
<b>Site Remediation</b>	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
<b>Sustainable Testing &amp; Remediation Plan</b>	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

### International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- |  |                         |
|--|-------------------------|
| • Arabic                               | • Greek (Greece)        |
| • Cantonese (Hong Kong S.A.R.)         | • Hungarian (Hungary)   |
| • Catalan (Catalan)                    | • Italian (Italy)       |
| • Chinese (Taiwan)                     | • Japanese (Japan)      |
| • Chinese (People's Republic of China) | • Korean (Korea)        |
| • Czech (Czech Republic)               | • Norwegian (Norway)    |
| • Danish (Denmark)                     | • Polish (Poland)       |
| • Dutch (Netherlands)                  | • Portuguese (Portugal) |



- 
- English (United States)
  - English (United Kingdom)
  - Finnish (Finland)
  - French (France)
  - French (Canada)
  - German (Germany)
  - Portuguese (Brazil)
  - Russian (Russia)
  - Spanish (Spain)
  - Spanish (Mexico)
  - Swedish (Sweden)
- 

#### **4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES**

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client

website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

## **5. ASSUMPTIONS**

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3<sup>rd</sup> party content.

## **6. CLIENT RESPONSIBILITIES**

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

## **7. CHANGE CONTROL PROCEDURES**

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.



# City Council Agenda Report

ITEM NO. 15

**DATE:** September 21, 2022

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

**PREPARED BY:** Belinda Varela, Acting Management Services Director

**SUBJECT:** **Agreement with NEOGOV for Subscription Services to Enhance Hiring and Employee Management Efficiencies**

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## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to Execute an Agreement with NEOGOV, for subscription services to enhance the recruitment, onboarding and employee efficiency, in the amount of \$51,222.29, for the period of October 3, 2022, through June 30, 2024; and
2. Transfer \$51,229.29 in State and Local Fiscal Recovery Funds from Account No. 101-3010-3041-8020 (Finance- Special Department Expense) to Account No, 101-3010 to fully fund the agreement, with funds for the second year of subscription services rolling over to Fiscal Year 2023-2024.

## Background

In 2013, the City began using NEOGOV for Performance Management (Perform) and an automated applicant tracking system (ATS - Insight). The applicant tracking system provides an efficient and user-friendly portal for job applicants, by allowing them to easily apply online for open positions and receive notifications regarding the recruitment process. The performance management system has also provided tracking for performance evaluations and approvals. The City's current online application system does not include upgraded capabilities, which enhance the functionality of the system for the City, and staff is recommending an enhancement to the overall candidate experience.

The current new-hire process is paper-based, and a new employee's initial meeting with Human Resources is largely for the completion of forms and to be provided with informational material regarding benefits, policies and procedures. As the Human Resources department works on enhancing the candidate and employee experience, with an emphasis on a positive experience from "Pre-hire to Retire," the need to update processes is crucial to the success of newly hired employees.

The City is also working towards providing employees with additional training opportunities, career development and ensuring institutional knowledge is retained through succession planning and enhancing our employer brand, to attract and retain top qualified candidates.

Staff is recommending the NEOGOV subscriptions below:

- **Candidate Text Messaging:** will enhance communication with candidates, decrease the hiring timeline and keep candidates informed of the hiring process.
- **New Hire Export:** will streamline processes from the applicant tracking system into the new hire process by being able to download and upload employee data into Springbrook, the City's Finance system. This also eliminates double data entry, ensuring accuracy and saving time.
- **Onboard:** will digitize the new-hire process by creating a portal for newly hired employees to complete documents and review information, prior to their first day. This allows for an employee's first day to include orientation, training, and provide a more welcoming onboarding experience.
- **Employee Import:** will support the employee life cycle as position changes, promotions occur, and will automatically update the employee profile as it relates to performance evaluation categories and mandatory trainings.
- **Learn:** will provide a centralized online platform for training. The Learn platform includes over 1,500 courses, a course-builder which would allow the City to create unique training programs, geared specifically to departmental needs and the ability to track employee technical license and certification renewals.

### **Analysis**

As the City continues to streamline and modernize business practices, the Human Resources Division is seeking to improve the employee experience by enhancing communication with candidates and currently employees. The integration of NEOGOV modules provides for seamless and efficient processes, leading to a positive workplace experience and environment, to include updated training capabilities and ensuring the success of our employees.

A positive and welcoming onboarding experience for a new employee, increases employee retention. The purpose of onboarding should be setting new hires up for success and decreasing the time it takes for them to become comfortable in their new roles. According to the Harvard Business Review, organizations that implement a formal onboarding program could see 50% greater employee retention among new recruits and 62% greater productivity within the same group. Additionally, according to Gallup's onboarding report, employees who have a positive onboarding experience are almost three times as likely to feel prepared and supported in their role, boosting their confidence and improving their ability to perform their role well.

Per South Pasadena Municipal Code 2.99-29 (12), Professional and Contractual Services contracts for services of specially trained and professional persons or businesses shall be exempt from bidding.

Highlights of the proposed agreement:

- The City will receive a pro-rated pricing for the first year of services, beginning from October 3, 2022 and ending on June 30, 2023 since it will not be a full year's worth of services during the initial term of the agreement, as demonstrated in the Order Form in the Proposed Service Agreement (Attachment)
- One-time setup costs for the additional modules added through the agreement, as demonstrated in the Order Form in the Proposed Service Agreement (Attachment)
- Cost savings – 50% discount for setup fees
- Ability to text message prospective candidates, ensuring engagement and efficient communications during the recruitment phase
- Allows for streamlining of interconnected employee life-cycle processes, from pre-hire to recruitment, onboarding, training and leading into development and future succession planning.
- Supports cultivating a professional and efficient employer brand, increasing retention and attracting top qualified candidates.

### **Fiscal Impact**

State and Local Fiscal Recovery Funds (SLFRF) for these services were included in the Fiscal Year 2022-23 budget, as approved at the City Council meeting held on June 15, 2022 and are currently housed in the Non-Departmental Overhead Account No. 101-3010-3041-8020 (Finance- Special Department Expense). If the proposed agreement is approved, it is requested that \$51,222,29 be transferred from Account No. 101-3010-3041-8020 to Account 101-2030-2034-8180 (Human Resources Contract Services).

The City will pay a total of \$21,962.29 for the first year, composed of \$10,862.29 for the nine months of services (October 3, 2022 through June 30, 2023) and the one-time set up costs of \$11,100. For the second year of the agreement, the City will pay a total of \$29,260, for a full year's worth of services from July 1, 2023 through June 30, 2024.

Attachment: Proposed Service Agreement with NEOGOV

**ATTACHMENT 1**  
Proposed Services Agreement with  
Governmentjobs.com Inc. dba NEOGOV

## SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an “Order Form”, “Service Order,” or “SOW” (each, an “Order Form” for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement (the “Services Agreement” or the “Agreement”), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (i) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its



Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
  - a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV’s request therefor.
  - c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
  - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
  - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
  - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the

NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
- c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum (“DPA”) is incorporated herein by reference:  
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
- d) Data Responsibilities.
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such

data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
  - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

### 13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

### 14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- a) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those

providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.
21. General. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any

breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.



**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer (“Related Agency”) to purchase Services under the terms of the Services Agreement, at the Related Agency’s discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

**Exhibit B**  
**PowerEngage Platform Addendum**

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement (“PowerEngage Addendum”). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer’s CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer’s CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.

3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.

4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
  - Configure Customer administrator account - NEOGOV
  - Walk Customer through the survey builder - NEOGOV
  - Walk Customer through the rules builder - NEOGOV
  - Walk Customer through the Feedback Board- NEOGOV
  - Walk Customer through Activity /Survey tools- NEOGOV
  - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
  - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
  - Connect to Customer CAD/RMS Data – Customer
  - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
  - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
  - Configure the questions in the survey tool = NEOGOV and Customer

- Configure the acceptable responses in the survey tool = NEOGOV and Customer
  - Configure additional criteria (Follow Up question only) = NEOGOV and Customer
  - Send sample survey to Customer on text message = NEOGOV and Customer
  - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
  - Configure the rules and texts = NEOGOV and Customer
  - Send example encounters to test rules = NEOGOV and Customer
  - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
  - Identify Personnel information needed for notifications and digest emails
  - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
  - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
  - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

#### Support Services

**Telephone Assistance.** Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Software Problem Reporting.** Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

**Scheduled Maintenance.** Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

#### **Exclusions from Technical Support Services:**

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

### Exhibit C HRIS Addendum

The following terms govern the use of the HRIS Services (the “HRIS Addendum”) as they relate to specific HRIS Services ordered by Customer in an Order Form. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work (“SOW”) and the mutually agreed-upon scope document (“Scope”) will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer’s responsiveness to NEOGOV’s requests during the implementation process and Customer’s obligation to fill out the “Implementation Workbook” to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the “Add-Ons”). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

#### **CORE HR and Benefits – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the “Benefits Module”):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV’s designated contact for the Benefits Module (the “Benefits Representative”). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each “plan administrator” defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each “fiduciary” (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a “Benefit Plan”). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
  - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer’s employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer’s employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer’s responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
  - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

- c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.
3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
- a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
- b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

#### **Payroll Services – Additional Terms**

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by

Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the “Tax Services”). At NEOGOV’s then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer’s employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer’s payroll (“Paydate”) and credit the bank accounts of Customer’s employees and others to be paid by Customer by direct deposit payment on Paydate (a “Payee”), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms: Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the “POA”), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the “Authorization Form”), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer’s bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer’s (i) legal name, and “doing business as” name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer’s data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV’s request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV’s obligation to perform the HRIS Services is subject to Customer’s obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer’s behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy: Reliance: Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer’s delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.

- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
- e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
- f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
- g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
- h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.

6. Resolution of Error Exceptions. For the purposes of this Section, the term “error exception(s)” shall mean any data requirements within the HRIS Services that, based on Customer’s configuration, have been assigned a severity level designation of “error”; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer’s processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer’s payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer’s HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer’s sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer’s designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER’S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
  - a) Termination for Default. Customer’s breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer’s account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
  - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer’s default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.



**Exhibit D**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and

access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

# Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")  
2120 Park Pl, Suite 100  
El Segundo, CA 90245  
United States  
billing@neogov.com  
Sales Rep: Alan Paul

South Pasadena, City of (CA)  
1414 Mission St.  
South Pasadena, CA 91030  
USA

Quote Valid From: 7/12/2022  
Quote Valid To: 9/23/2022

Quote Number: Q-05385  
PaymentTerms: Annual,Net 30

Employee Count: 220  
Order Summary

Pro-Rated Year 1 Incentive Pricing      50% OFF Set Up Fee and License

Service Description	Start Date	End Date	Term Price
Onboard Subscription	10/3/2022	6/30/2023	\$2,795.76
Learn Subscription	10/3/2022	6/30/2023	\$6,070.77
Employee Import Subscription	10/3/2022	6/30/2023	\$1,169.39
New Hire Export (IN+ON Data) Subscription	10/3/2022	6/30/2023	\$506.74
Candidate Text Messaging Subscription	10/3/2022	6/30/2023	\$319.63
<b>Pro-Rated Year 1 Incentive Pricing TOTAL:</b>			<b>\$10,862.29</b>

Year 2 Incentive ends, Bundle rate only

Service Description	Start Date	End Date	Term Price
Onboard Subscription	7/1/2023	6/30/2024	\$7,531.00
Learn Subscription	7/1/2023	6/30/2024	\$16,353.00
Employee Import Subscription	7/1/2023	6/30/2024	\$3,150.00
New Hire Export (IN+ON Data) Subscription	7/1/2023	6/30/2024	\$1,365.00
Candidate Text Messaging Subscription	7/1/2023	6/30/2024	\$861.00
<b>Year 2 Incentive ends, Bundle rate only TOTAL:</b>			<b>\$29,260.00</b>

Pro-Rated Year 1 Incentive Pricing

50% OFF Set Up Fee and License

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Onboard Setup			\$1,800.00
Learn Setup			\$3,000.00
Employee Import Setup			\$3,150.00
New Hire Export (IN+ON) Setup			\$3,150.00
<b>Pro-Rated Year 1 Incentive Pricing TOTAL:</b>			\$11,100.00

**ORDER TOTAL:**

**\$51,222.29**

**A. Terms and Conditions**

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

**B. Special Conditions (if any).**

Initial Term: 10/3/2022 - 6/30/2024

**"South Pasadena,  
City of (CA)"**

Signature:

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Print Name:

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Date:

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# City Council Agenda Report

ITEM NO. 16

**DATE:** September 21, 2022  
**FROM:** Arminé Chaparyan, City Manager *Ae*  
**PREPARED BY:** H. Ted Gerber, Director of Public Works  
**SUBJECT:** **Clean Power Alliance Power Ready Program**

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## Recommendation

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Clean Power Alliance to participate in the Clean Power Alliance (CPA) Power Ready Program, which facilitates installation of solar panels at the Hope/Mound City parking lot and battery backup systems at City Hall to support building electrification.

## Overview

The City's participation in the CPA Power Ready Program provides an opportunity to install energy resiliency solar photovoltaic panel power generation and battery energy storage backup equipment, described in Exhibit A of the attached proposed MOU. The CPA's site assessment overview is included as Exhibit B in the attached proposed MOU.

The City and CPA identified site for solar installation 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. The system will not power Southern California Edison 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 (RFO) 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 execution of the attached agreement, certain procurement, insurance, and indemnification requirements apply.

## **Background**

The City of South Pasadena has been a member of the Clean Power Alliance (CPA) since 2017, and as a member agency, has representation on CPA's Board of Directors. The CPA partners with Southern California Edison (SCE) to deliver green energy, including solar, wind, and hydroelectric to communities across Southern California. South Pasadena residents therefore benefit from 100% green power/renewable energy services through the CPA.

In response to the increasing risk of weather and disaster related electricity outages, including Public Safety Power Shutoff (PSPS) and grid emergency events, in January 2020, the CPA Board of Directors authorized CPA staff to conduct a Request for Information (RFI) to member agencies related to solar and battery systems. The purpose of this RFI was to gauge interest in a program that would provide a solar-paired battery energy storage system or a standalone energy storage system for critical power loads at an essential facility in each of CPA's 32 member jurisdictions. After receiving the results of the RFI, CPA staff designed the Power Ready to meet member agency needs for community energy resiliency. The CPA Power Ready program offers to provide the City an energy resiliency installation at no cost as an additional benefit to being a CPA member agency.

In contemplating CPA Power Ready Program participation, it is appropriate to consider the City's sustainable electrification objectives outlined in the City's Climate Action Plan (CAP), adopted in December 2020, which include:

- A municipal-sector goal (CAP M.3) to increase City's renewable energy production and energy resiliency;
- And 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 mid-term '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 photovoltaic solar panels and battery backup systems. In this effort, City staff worked with the Clean Power Alliance (CPA) to identify the feasibility of implementing solar and battery backup electrical infrastructure at City Hall with a substantial benefit to the City.

## **Discussion/Analysis**

Through the Power Ready program, City staff and the 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 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, such as Public Safety Power Shutoffs, natural disasters, and rolling black outs. 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. Therefore, 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 at the southeast corner of Hope Street and Mound Avenue, 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.

The City Hall complex is well suited for the program as it serves a critical community function as a public-facing building that hosts offices for city staff, the Fire Department, and the Police Department - where most day-to-day business functions are located. In addition, the City Hall complex contains the Emergency Operations Center (EOC) and serves as the command post when the incident EOC system is activated.

During initial feasibility analysis, South Pasadena and CPA’s contractor have received acceptance from the SCE planning department to combine the Hope/Mound 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 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.

Executing the MOU signifies the City's intent to participate in the Power Ready program, which enables CPA to solicit bids through the Request for Offers (RFO) process for all sites combined. This collective RFO, planned for issuance in Fall 2022, allows CPA to obtain more cost effective bids from a developer than if agencies were to undertake projects individually. After a developer is selected from the RFO process, planned for Winter 2022-2023, the City would negotiate a site lease agreement directly with the developer, and CPA will negotiate a Power Purchase Agreement with the developer. When the site lease agreement is executed, it would supersede the MOU, and the developer can start the project in 2023.

### **Fiscal Impact**

The value of this project is that the City will receive an 'islanded' solar storage system at no cost for use in an emergency situation when the SCE/CPA power grid is not available. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a solar and/or storage system. As a participating member, the City would pay no more for electricity than they would without participating in the program. However, It should be noted that the CPA Power Ready program agreements contain requirements that impose a financial liability on the City, i.e. claw back costs, if the agreed period of use for the new infrastructure is not realized.

### **Environmental Analysis**

Environmental impact assessments for the installations are to be conducted by the developer of the solar and battery storage system as part of the CPA Power Ready program.

Clean Power Alliance Power Ready Program  
September 21, 2022  
Page 5 of 5

**Public Notification of Agenda Item**

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

Attachment: CPA Power Ready Program Memorandum of Understanding

**ATTACHMENT**

CPA Power Ready Program Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as of the last date signed below (the "Effective Date"), by and between The City of South Pasadena ("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 Alliance 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 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 as a public-facing building that hosts offices for city staff, the Fire Department, the Police Department, and the City's Emergency Operations Center (EOC), 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. Convenience. 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. Member Agency's liability under this section shall in no circumstances exceed \$75,000.
    - iii. CPA Default. 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. CPA's liability under this section shall in no circumstances exceed \$75,000.

- iv. Force Majeure. 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. Financing. 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. Ownership. 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. Maintenance. 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. Control. 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.

- i. 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.

- i. 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.
  - i. 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. Site Function. 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. Site Lease. 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. Cooperation. 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. Billing. 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. SGIP Funds. 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 comments on the RFO prior to issuing the RFO. The draft RFO that CPA provides to Member Agency for review shall include a sample Site Lease that contains pro forma commercially reasonable terms or otherwise lists commercially reasonable terms that must be included in the Site Lease.
- 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 "The City of South Pasadena" 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. Entire Agreement. 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. Amendment. 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. Governing Law and Venue. 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 Los Angeles, State of California.
- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this MOU.
- e. Independent Parties. 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. Headings. 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. Severability / Partial Invalidity. 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. Survival. 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. Notices. 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:

Theodore Bardacke, Chief Executive Officer  
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017  
[tbardacke@cleanpoweralliance.org](mailto:tbardacke@cleanpoweralliance.org)

With a copy, which shall not serve as notice as required or specified herein, to:

Nancy Whang, General Counsel  
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017  
[nwhang@cleanpoweralliance.org](mailto:nwhang@cleanpoweralliance.org)

To Member Agency:

H. Ted Gerber, Public Works Director  
City of South Pasadena  
Public Works Department  
1414 Mission Street  
South Pasadena, CA 91030  
[tgerber@southpasadenaca.gov](mailto:tgerber@southpasadenaca.gov)  
Telephone: (626) 403-7240

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

- j. Electronic Signatures: 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. Execution in Counterparts: 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.

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Theodore Bardacke  
Clean Power Alliance of Southern California  
Title: Chief Executive Officer  
Date:

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Arminé Chaparyan  
City of South Pasadena  
Title: City Manager  
Date:

**Attest:**

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Desiree Jimenez, CMC  
City of South Pasadena  
Title: Chief City Clerk  
Date:

**Approved as to form:**

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Andrew L. Jared  
City of South Pasadena  
Title: City Attorney  
Date:

**EXHIBIT A**



**Clean Power Alliance: Power Ready Program**

*Last edited on May 5, 2022*

**South Pasadena Site Assessment Overview:**  
**City Hall, Fire, & Police Complex**

Address: 1414 Mission St. South Pasadena, CA 91030

Meter Number: 259000-019260

<b>Solar Size</b>	<b>230 kW</b>
<b>BESS Size</b>	<b>167 kW / 667 kWh</b>
<b>Facility Age</b>	<b>Unknown</b>
<b>Facility Size</b>	<b>≈30,000 ft<sup>2</sup></b>
<b>Critical Loads</b>	<b>911 Dispatch Center, IT Servers, plug loads. Some limited EV charging if feasible.</b>

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.

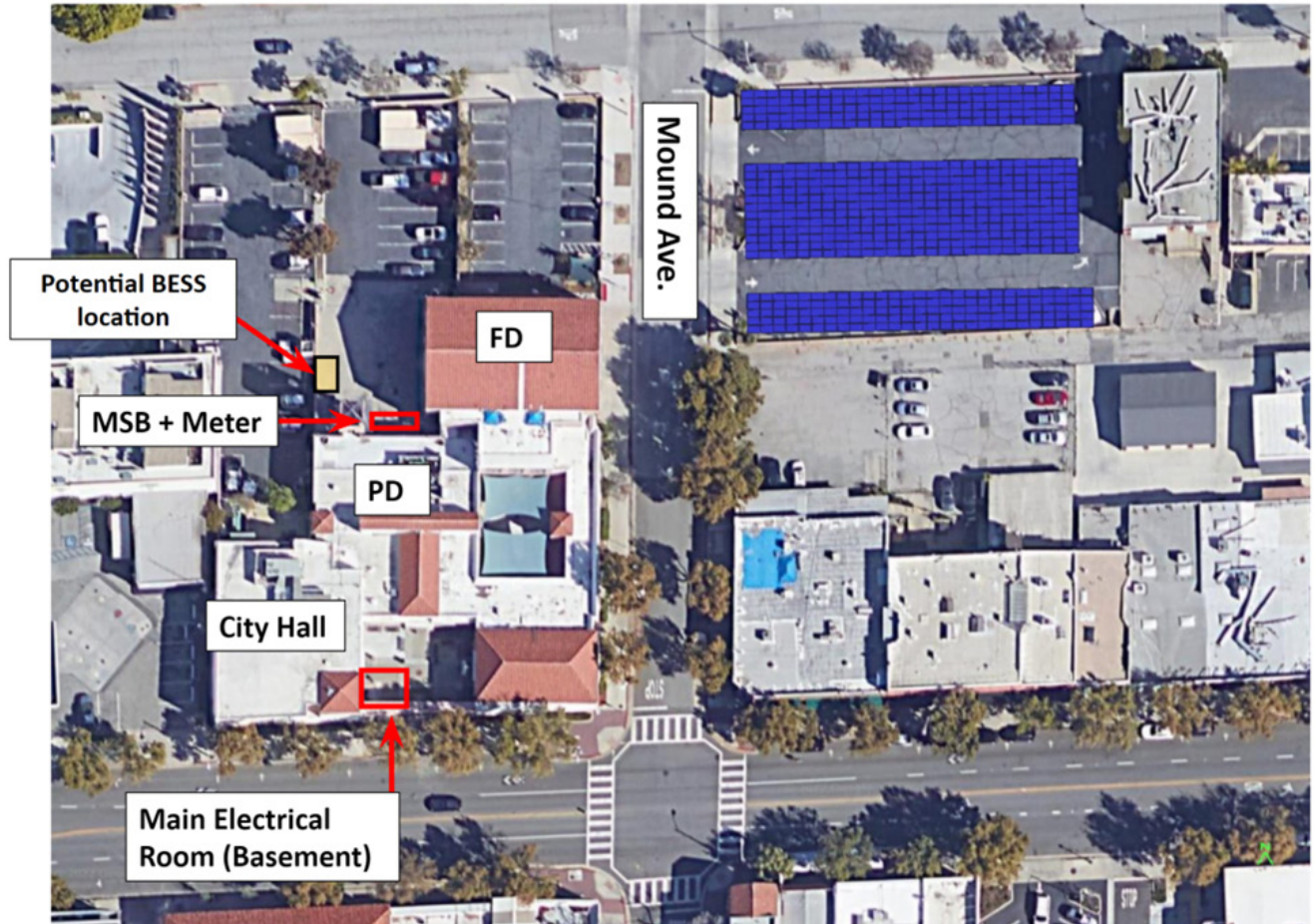
One approach for the solar and storage system is to back up these same critical loads and take priority over the generator, allowing for carbon free resilience and relegating the generator to a backup of last resort.

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.

## EXHIBIT B



### 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](mailto: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?

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 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.

#### 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.





# City Council Agenda Report

ITEM NO. 17

**DATE:** September 21, 2022

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

**PREPARED BY:** H. Ted Gerber, Director of Public Works  
Brian Solinsky, Police Chief  
Shannon Robledo, Police Lieutenant  
Tony Abdalla, Police Sergeant

**SUBJECT:** **Police Department Fleet Electric Vehicle Lease and Southern California Edison (SCE) Charge Ready Program**

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## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Participation Agreement with Southern California Edison (SCE) to participate in the SCE Charge Ready Program, which facilitates installation of Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification, and a 10-year commitment by the City to provide and maintain the chargers;
2. Authorize the City Manager to enter into a Master Lease Equity Agreement between the City of South Pasadena and Enterprise Fleet Management Inc.;
3. Authorize 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., authorize appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc., and a 15% project contingency, and authorize \$31,124 for the vehicle lease account deficit payment, for a total of \$719,000;
4. Provide direction to City staff on developing plans to install one or more Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification; and
5. Authorize the City Manager to execute related documents on behalf of the City.

## Overview

This item is related to converting Police Department 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.

The total amount of the agreement with Enterprise Lease Management (EFM) proposed over sixty (60) months is \$1,904,372, which includes \$1,520,621 for vehicle lease financing and a one-time down payment of \$383,752 (Attachment 11). The one-time down payment would become due when the vehicle order is placed. The annual lease payment would become due upon vehicle delivery. All related costs for vehicle up-fitting are included in the annual lease payment. Considering 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. Upon approval of the agreement, vehicles will be ordered with an estimated delivery time of 6-12 months, depending on the model. Estimated up-fitting time for Police vehicles would be an additional 2-3 months.

The City has an opportunity to install thirty-four (34) Level 2 electric vehicle charger ports (19 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, 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 grant SCE an easement through the parking lot areas. The easement will be brought back to Council at a later date. In order to meet SCE's minimum cost-benefit of electrical support infrastructure, thirty-four (34) is the minimum number of charger ports 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 4) includes certain indemnification, liability, early termination costs, demand response, data collection/reporting, and network service provider requirements. The sample easement, which will be brought back to Council at a later date, is included as Attachment 5, and the conceptual installation plan is included as Attachment 6.

### **Background**

During the July 20, 2022 Council Meeting, the City Council heard presentations from the Public Works and Police Departments on this matter, and held a discussion on the Police Department's proposed transition to battery electric vehicles, and the proposed installation on electric vehicle chargers through the SCE Charge Ready Program. The Police Department's staff report (Attachment 1) included the Department's methodology, justification and recommendation to transition the vehicle fleet, all at once, to vehicles manufactured by Tesla. The Public Works Department staff report (Attachment 2) provided information on the related infrastructure needs and available programs to support public safety fleet electrification. The Council requested the items return for future consideration, with additional requested information, and for the item to be taken up before a full City Council for the policy decision related to electrification.

## **Analysis**

The South Pasadena Police Department currently owns and maintains a high-mileage, aged fleet of Internal Combustion Engine (ICE) vehicles with significant maintenance and reliability issues. The fleet inventory and related metrics can be found in Attachment 7. The Police Department has purchased one vehicle in the past three years. In order to bring the fleet up to a sustainable and well-maintained fleet, the Police Department has identified a need to acquire ten (10) vehicles now, and an additional ten (10) over the course of the next two to three years.

Through a comprehensive evaluation of cost benefits and savings, reliability, vehicle selection, performance and safety, climate impacts, and facility charging infrastructure, staff are recommending the City pursue a vehicle lease program and participation in an infrastructure installation incentive through Southern California Edison.

## Cost Benefits & Savings

Through the conversion to electric vehicles, the South Pasadena Police Department is projected to realize a cost savings of approximately \$312,282 over a ten (10) year period. Furthermore, the infrastructure costs are estimated at approximately \$250,000, realizing an overall costs savings. This does not include additional cost benefits from the potential to earn revenue on public-facing electric vehicle chargers, and the generation of Low Carbon Fuel Standard Credits (LCFS), which could yield thousands of dollars per month. This cost savings is in addition to the environmental impacts associated with the 42,198 pounds of carbon dioxide emissions released each year, ahead of implementing an electric vehicle conversion.

Analyzing the economics of transitioning to electric vehicles demonstrates that energy costs will be reduced more than ten-fold 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, a \$0.30 per mile savings (ten-year total of \$312,282 as mentioned above).

Through a vehicle-leasing program with Enterprise Fleet Management (EFM), the Police Department can acquire an entire fleet of electric vehicles for an annual lease payment less than the cumulative annual budgets of maintaining a sustainable gas-powered/hybrid fleet. The annual lease payment for the proposed electric vehicle lease is \$304,124. The cumulative annual budgets (vehicle purchase/upfitting, fuel and maintenance) to acquire three (3) hybrid vehicles per year (minimum necessary to maintain a sustainable fleet) is estimated at current costs to be \$389,108.

EFM is a well-established, high-performance, vehicle-leasing vendor with significant experience leasing electric vehicles, offering an "Open Ended (Equity) Lease." Other EFM governmental clients in our region include: Baldwin Park, Santa Monica, Rosemead, Temple City, Covina, Downey, Norwalk, Oxnard, Corona, Long Beach, Azusa, Santa Barbara County Sheriff's Department, Riverside County Sheriff's Department, Imperial County Sheriff's Department, Glendale Unified School District, Los

Angeles County Development Authority, and Mountains Recreation and Conservation Authority.

The agency with the most comprehensive research and similar needs to the South Pasadena Police Department is the Fremont Police Department in Northern California. The Fremont Police Department conducted a lifecycle comparison study of 90,000 miles over 5 years (Attachment 1) between a gas Ford Police Pursuit Vehicle (PPV) and a 2014 Tesla Model S85 pilot vehicle. According to their study, the Fremont PD is expected to realize a \$27,977 savings in energy/fuel costs, \$11,677 savings in maintenance costs and 100% reduction or 210,994 lbs of CO<sub>2</sub> per vehicle over a five-year period based upon data compiled during their one-year pilot study. With a recent City purchase of gasoline at \$5.37 per gallon compared with \$3.00 per gallon in the Fremont PD study, the South Pasadena Police Department is anticipating energy cost savings approximately 79% higher than those realized by Fremont PD. Staff expects maintenance costs and greenhouse gas (GHG) emissions reduction to be consistent with that projected by Fremont PD.

Based on staff’s research, the cost to operate a gas-powered Ford Police Pursuit Vehicle is approximately \$0.40 per mile. In comparison, the projected cost per mile to operate a Tesla Model Y is approximately \$0.10. Tesla electric vehicle products have matured to the point where they now meet or exceed the operational needs of the Police Department. The Tesla Model Y (Attachment 2) is recommended for Police Department patrol operations and the Model 3 is recommended for administrative and detective use.

A comparison matrix detailing vehicle purchase price, energy, and maintenance costs between a Tesla Model Y and current Ford Police Patrol Vehicle is shown below:

<b>Factors</b>	<b>2022 Tesla Model Y (Electric)</b>	<b>Ford PPV (Gas)</b>
Vehicle Cost	\$68,890	\$44,850
Range (EPA estimate based on Original Equipment Manufacturer)	330 miles (74 kilowatt-hour [kWh] battery)	344 miles (18.6 gallon tank capacity)
Cost of Energy/Fuel (Full Capacity)	\$7.40 (\$0.10 kWh Average)	\$99.88 (\$5.37 per gallon)
Annual Cost of Energy/Fuel (15,000 mi/year)	\$336	\$4,355
Annual Cost of Maintenance/Repair (Estimated)	\$846	\$1,653
Cost per Mile (Estimated)	\$0.10	\$0.40

At the conclusion of the proposed sixty (60) month “Open Ended (Equity) Lease,” the Police Department would have three options:

- (1) Purchase the vehicles for the remaining residual amount;
- (2) Extend the lease for an estimated 6-7 additional months to pay down the residual to a zero balance and acquire the vehicles; or
- (3) Use the end of term equity in the fleet to enter into a new lease.

The residual amounts of the vehicles at the conclusion of the proposed lease are shown below:

<b>Vehicle Build</b>	<b>Per vehicle residual at end of lease</b>
Tesla Model 3 Admin/Detective	\$3,731.85
Tesla Model 3 Cadet	\$3,899.70
Tesla Model Y Patrol	\$7,744.65
Tesla Model Y K9	\$7,939.05

The total residual amount at end of lease term of an entire electric fleet as proposed would be \$115,127.85.

The most significant cost benefit available to the City is the funding and installation of the necessary transformers, electrical panels, meters, and service wiring/conduits for Level 2 charging infrastructure by Southern California Edison, if the City agrees to operate and maintain the system for ten (10) years, with monthly monitoring. For reference, Level 2 chargers can fully charge an electric vehicle overnight. 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 \$125,000, 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.

Of the proposed thirty-four (34) Level 2 charging ports, thirty (30) are associated with fifteen (15) dual-port chargers, and the remaining four (4) are associated with single port chargers, totaling nineteen (19) chargers. The chargers themselves are expected to cost about \$47,500, estimated at \$2,500 each. The nineteen (19) chargers require installation and setup at approximately \$11,400 (\$600 each), totaling \$58,900. However, SCE offers a rebate program for these chargers at \$725 per charger port, which would reduce the total cost by \$24,650 to \$34,250 for the initial purchase and installation.

Each charger port would require network services for monitoring purposes at about \$15/month, for a total 10-year cost of \$61,200. In addition, maintenance costs on chargers can cost several hundred dollars a year. A recent quotation for an extended charger warranty (8-years) was received on the order of \$200 (single port) to \$250 (dual port) per year per charger, with a total warranty cost of \$36,400. In total, the cost to



purchase chargers, including applied rebates, installation, network services for 10-years, and warranties is estimated at \$131,850. This value does not include costs to repurchase chargers that must be replaced prior to 10-year program commitment, however, the value also does not include additional revenue to the City from the fourteen (14) charger ports that could be utilized by the public, or the revenue from Low Carbon Fuel Standard Credits, described below.

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. Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. A budget of \$225,000 has also been appropriated from the General Fund for this work by the City Council in the annual FY 2022-2023 CIP budget, however, it is expected that the installation cost will be around \$150,000 or less.

Installation of the electric vehicle chargers will 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 CO<sub>2</sub> 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 equipment costing hundreds of thousands of dollars without the need to purchase the equipment or pay leasing fees.

#### Electrical Grid Reliability

During times of extreme weather conditions or natural disasters, charging redundancy is an important consideration for reliable and dependable public safety fleet operations. As a balancing authority, the California Independent System Operator (CAISO) manages the flow of electricity across the high-voltage, long-distance power lines for the grid serving 80% of California, including the cities of South Pasadena and Pasadena. A balancing authority matches generation with load and maintains consistent electric frequency of the grid, even during extreme weather conditions or natural disasters. Regionally and independent of CAISO, the Los Angeles Department of Water and Power (LADWP) serves as the Balancing Authority for the cities of Glendale and

Burbank. The presence of multiple balancing authorities maintains the stability and safety of electrical grids. When outages occur, such as those caused by fires or earthquakes, impacts can be isolated and controlled while limiting risk to other parts of the electric grid.

The recently constructed and publicly available twenty-stall (20) Tesla Supercharger location at Glenarm Street and the Pasadena (110) Freeway in the City of Pasadena is ideally suited to meet our charging infrastructure redundancy and supplemental energy needs.

The Glenarm Supercharger site is supplied with electricity from the Pasadena Department of Water & Power, a completely independent provider of electricity from South Pasadena's provider, Southern California Edison. Availability of electricity from multiple sources to support electric vehicle charging needs minimizes the risk of concurrent outages. Installation of solar panels and battery storage at the City Hall complex, being considered separately, will further enhance charging redundancy.

Tesla owns and operates the largest global fast-charging network of 35,000+ superchargers with regional locations in the cities of Pasadena, Glendale, Burbank and Los Angeles. The closest Tesla v3 Supercharger location with power managed by a balancing authority other than CAISO is located at the 134 and 2 Freeways, in the City of Glendale. This Glendale Tesla Supercharger location at 300 Harvey Drive, has sixteen (16) stalls available 24 hours/day, 7 days/week, up to 250 kilowatts (kW), and is approximately nine (9) miles from South Pasadena City Hall.

Additionally, the City of Pasadena recently tested new equipment as part of their Grid Reliability Project that quickly transfers customer load from CAISO to LADWP to minimize the impact of any load curtailment events (i.e. rotating outages) from CAISO. The successful test was the first time in over fifty years the LADWP system served electrical load in Pasadena.

#### Vehicle Selection

Staff is aware and tracking the progress of thirty-five (35) other law enforcement agencies across the United States who have integrated Tesla vehicles into their respective fleets. Those agencies and additional related information can be found in Attachment 8. In addition to the cost benefits realized from converting internal combustion vehicles to electric vehicles, which is discussed above, the Police Department conducted over three years of extensive research and due diligence into electric vehicle manufacturer and related technology, to determine the vehicle selection most beneficial to the City. This evaluation considered organizational safety, advanced safety features, reliability, total cost of ownership, vehicle product maturity, maintenance, energy cost, availability of chargers, on-board technology, City climate goals, related health benefits, and environmental impact over the entire vehicle lifecycle including the manufacturing, use, and end-of-life phases.

Since 2003, Tesla has evolved and emerged as the all-electric EV market leader with the safest, most mature products with advanced technology. Safety, reliability, and

performance are critical elements of successful public safety fleet operations. The Tesla Model Y proposed for patrol operations outperforms existing vehicle options, both electric vehicle and gas-powered, in all relevant metrics. In addition, the Tesla Model Y is the safest vehicle ever crash tested by the Insurance Institute for Highway Safety (IIHS), and received a 5-star safety rating in all categories and sub-categories by the National Highway Safety Administration (NHTSA). Active safety features that come standard in all Tesla vehicles and further enhance safety include Automatic Emergency Braking, Forward Collision Warning, Side Collision Warning, Obstacle Aware Acceleration, Blind Spot Monitoring, Lane Departure Avoidance, and Emergency Lane Departure Avoidance.

Legacy internal combustion engines automakers have been plagued by recent significant recalls and performance issues by General Motors and Ford related to the Chevy Bolt and Mach-e, respectively. These automakers have struggled in the transition to the manufacture of all-electric vehicles at scale and have yet to demonstrate mature, reliable products in the electric vehicle space. As a result of staff's extensive research of all-electric product offerings from existing legacy auto manufacturers, which include the Ford Mach-e, Volkswagen ID.4, Hyundai Ioniq 5, and the KIA EV 6, none were found to be immediately suitable for the Police Department's needs as Tesla's Model Y and Model 3.

#### SCE Charge Ready Program to install Level 2 Chargers

The Climate Action Plan identifies electric vehicle conversion 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 to identify assistance programs to implement electrical infrastructure at City Hall at relatively low cost and substantial benefit to the City.

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, 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.

SCE evaluates each Charge Ready applicant 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 City Hall parking lots with a proposed collective count of thirty-six (36) Level 2 charger ports, were selected as a viable candidate. This was later updated to thirty-four (34) Level 2 charger ports, 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 6.

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 has prepared a participation agreement for the City to review (Attachment 4). 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. To participate, the City must grant SCE an easement, a sample of which is included as Attachment 5, and install the charging equipment. The easement will be brought back to Council at a later date. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE. From agreement execution, the process is expected to take about 9 months.

### Additional City Installation of Level 3 Chargers

Staff also recommend 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. The selection of a proposed location for Level 3 chargers within the Police Department parking lot was facilitated by 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.

### Climate Impacts

In contemplating the replacement strategy for fleet vehicles, it is appropriate to consider 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.

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 CO<sub>2</sub>. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO<sub>2</sub> 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 CO<sub>2</sub> emissions annually. As the Police Department plans to replace 23 internal combustion engine vehicles with 20 battery electric vehicles, the City expects to realize an estimated reduction of approximately 1,850 metric tons of CO<sub>2</sub> projected by 2030. These 1,850 metric tons of CO<sub>2</sub> represents 10% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO<sub>2</sub>, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 1,827 metric tons of CO<sub>2</sub>e (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 program agreement contains 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, and 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, the current availability of the SC Charge Ready program, and the achievement of Climate Action Plan goals, may warrant proceeding with the project now, and amortizing the potential clawback costs into future facility budget.

### **Commission Review and Recommendation**

On December 6, 2021, the Natural Resources and Environmental Commission, and on December 13, 2021, the Public Safety Commission, both 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. These recommendations were made in concert with the Commission's consideration of the electric vehicle-charging infrastructure necessary to support this transition through the Charge Ready program. Staff continues to explore appropriate vehicles for the Fire Department's needs, and will return to City Council at a later date.

### **Alternatives Considered**

The City Council could make a finding that it is more appropriate to incrementally implement the transition of the Police Department fleet to electric vehicles. In doing so, the Police Department would maintain existing gasoline infrastructure in parallel with new charging infrastructure. Other options and alternatives for consideration could be:

- (1) Lease twenty (20) electric vehicles over a two-year period. Transition ten (10) vehicles in the Police Department's fleet to electric vehicles in the first year while retaining half of our existing gas-powered fleet. In the second year, transition the remaining ten (10) vehicles to electric. An incremental transition in this manner

will give the opportunity to assess, evaluate, and report back to the City Council on issues such as performance, operational issues, and feedback on use.

- (2) Lease twenty (20) electric vehicles over a three-year period. Transition ten (10) vehicles in the Police Department's fleet to electric in the first year, then transition an additional five (5) vehicles per year in years two and three. Transitioning over a three-year period provides further opportunities for assessment, evaluation, and possibly additional viable electric vehicle options maturing in the marketplace.

Cost savings and climate benefits inherent to electric vehicles (e.g. maintenance, fuel, eliminated GHG emissions, etc.) would be reduced proportionally to the number of proposed electric vehicles removed or delayed from the proposal recommendation.

### **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 \$125,000, after equipment rebates are applied. However, an overall cost savings is expected through energy conservation in the application of the project. Level 3 charger installations, if they proceed, are expected to cost approximately \$150,000. A budget of \$350,000 has also been appropriated from the General Fund by the City Council in the annual FY 2022-2023 Capital Improvement Program (CIP) budget for both of these efforts into CIP Account No. 101-9000-9188-9188-000.

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 City awaits the grant funding award decision.

The total amount of this agreement with EFM as proposed over sixty (60) months is \$1,904,372, which includes \$1,520,621 for vehicle lease financing (\$304,124 per year for 5 years) and a one-time down payment of \$383,752. The one-time down payment would become due when the vehicle order is placed. The annual lease payment would become due upon vehicle delivery. All related costs for vehicle up-fitting are included in the annual lease payment.

The annual lease payment of \$304,124 will be funded from Police Department Facilities and Maintenance Equipment Vehicle Lease Account No. 105-4010-4011-8101-000. In the Fiscal Year 2021-2022 Budget, \$130,000 was appropriated to this account and was

not used. In the Fiscal Year 2022-2023 Budget, \$143,000 was additionally appropriated for a total value of \$273,000, which was the anticipated cost of the annual lease. Staff is requesting the \$130,000 from the previous fiscal year budget be carried over to the current fiscal year budget, with an additional appropriation of \$31,124 necessary to cover a balance deficit of the first year lease, for a total amount of \$304,124. The one-time down payment amount of \$383,752 is proposed to be funded by an appropriation from undesignated general fund reserves. The annual lease payment and one-time down payment have been offset by the equity in the existing fleet proposed to be surplus through EFM pursuant to the Master Lease Agreement. The estimated value of the surplus vehicles is \$139,400.

The current fiscal year 2022-23 budget for the Police Department fleet is \$343,000; \$143,000 for Vehicle Leases (105-4010-4011-8101), \$80,000 for Vehicle Maintenance (101-4010-4011-8100) and \$120,000 for Fuel (101-4011-8105).

### **Environmental Analysis**

Installation of Level 2 and Level 3 electric vehicle chargers in the Police Department and Fire Department Parking Lots, where patrol and City vehicles are already staged or fueled, and Level 2 electric vehicle chargers in the City staff parking lot, where vehicles are already parked, does not expand current use. Similarly, the leasing of vehicles to replace existing vehicles does not expand current use. Therefore, public safety vehicle leasing and charger 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. July 20, 2022 City Council Meeting Staff Report: Police Electric Vehicle Lease
2. July 20, 2022 City Council Meeting Staff Report: City Hall Electrification Projects
3. Enterprise Lease Management Master Equity Lease Agreement
4. SCE Charge Ready Program Charging Infrastructure and Rebate Participation Agreement
5. SCE Charge Ready Program Sample Easement
6. SCE Charge Ready Program South Pasadena City Hall Conceptual Plan
7. South Pasadena Police Department Fleet Inventory (2022)
8. U.S. Law Enforcement Tesla Migration
9. Enterprise Proposals
10. Enterprise Quotes
11. Estimated Equity Lease Costs



**ATTACHMENT 1**

July 20, 2022 City Council Meeting Staff Report:  
Police Electric Vehicle Lease



# City Council Agenda Report

ITEM NO. 27

**DATE:** July 20, 2022

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Brian Solinsky, Police Chief  
Shannon Robledo, Police Lieutenant  
Tony Abdalla, Police Sergeant

**SUBJECT:** **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**

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## Recommendations

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.;
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.;
3. Provide direction regarding appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc., and a 15% project contingency for unforeseen expenses, including inflationary cost pressures; and
4. Authorize the City Manager to execute all related documents on behalf of the City.

## Background

In an effort to reduce costs, improve efficiencies, and ensure the City advances the goals and objectives in the 2020 Climate Action Plan (CAP) and City's General Plan, the Police Department is proposing to transition its current internal combustion engine (ICE) vehicle fleet to battery electric vehicles (BEVs). It is well established that BEVs substantially reduce energy and maintenance costs of fleet operations while simultaneously eliminating Greenhouse Gas (GHG) emissions. Transitioning to an all-BEV fleet now will significantly advance the City towards the primary goal of achieving GHG emissions targets by 2030. This will also help the City potentially reach carbon neutrality by 2045, as detailed in the CAP adopted by the City Council on December 16, 2020. The resulting reduction in GHG related to this program is measurable,

quantifiable, and can be tracked through CAPDash, a web-based dashboard providing transparency by communicating implementation of CAP.

**Analysis**

The South Pasadena Police Department currently owns and maintains twenty-three (23) Internal Combustion Engine (ICE) vehicles to provide public safety services to the community. The Police Department’s aging fleet is used extensively in response to public safety operations and is experiencing increasing maintenance issues, impacting the Department. Below is a snapshot of the age of the existing fleet.

Vehicle Year	Quantity	% of Fleet	Age (Years)	100,000+ Miles
2001	2	9	21	1
2002-2012	8	35	20-10	1
2014-2017	9	39	8-5	2
2019 >	4	17	3 <	

A utility pickup truck is still identified as a need by Police Department staff, but is not included in the proposed replacement, due to the fact that no viable BEV option is currently available for purchase or lease. A needs assessment determined the need to replace twenty (20) vehicles in the Police Department’s fleet to provide for safe and efficient operations while mitigating repair, maintenance, and rising fuel costs. If approved, the Police Department will replace twenty-one (21) of the twenty-three (23) vehicles listed in Table A with twenty (20) BEVs identified in Table B.

**Table A (Existing Fleet)**

Division	Vehicle Make	Vehicle Model	Vehicle Year
Administration	Toyota	Highlander	2015
Administration	Ford	Explorer	2017
Administration	Ford	Fusion	2019
Patrol	Dodge	Charger	2007
Patrol	Ford	Crown Victoria	2011
Patrol	Ford	F250	2001
Patrol	Ford	Explorer	2014
Patrol	Ford	Explorer	2014
Patrol	Ford	Explorer	2014
Patrol	Chevy	Tahoe	2012
Patrol	Ford	Explorer	2014
Patrol	Ford	Explorer	2017
Patrol	Ford	Explorer	2017
Patrol	Ford	Explorer	2017
Patrol	Dodge	Charger	2019
Patrol	Ford	Explorer	2019
Patrol	Ford	Explorer	2021

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Detectives	Ford	Crown Victoria	2002
Detectives	Ford	Crown Victoria	2002
Detectives	Ford	Crown Victoria	2003
Detectives	Ford	Crown Victoria	2005
Detectives	Ford	Crown Victoria	2011
Pool	Ford	Crown Victoria	2001

**Table B (Proposed Replacement Fleet)**

No. of Vehicles	Vehicle Make	Vehicle Model	Vehicle Year	Division
10	Tesla	Model Y	2022	Patrol
5	Tesla	Model 3	2022	Detectives
4	Tesla	Model 3	2022	Administration
1	Tesla	Model 3	2022	Pool

Police Department staff has conducted over three years of extensive research and due diligence into BEVs, manufacturers, and related technology. Staff’s research focused on several areas identified as crucial to the needs of the Department and to the long-term success of a BEV fleet, which include, but are not limited:

- Safety (organizational safety ratings and advanced safety features)
- Reliability
- Total Cost of Ownership
- BEV Product Maturity
- Maintenance
- Energy Expense
- Charging
- Technology
- Environmental Impact Over the Entire Vehicle Lifecycle
  - Manufacturing Phase
  - Use Phase
  - End-of-Life Phase
- Realizing City Climate Goals
- Related Health Benefits

The Department’s research identified Tesla, Inc. as the clear market-leading BEV manufacturer that meets or exceeds Department needs in the areas listed above. The Police Department anticipates returning to the City Council within the next 12-18 months with a BEV utility truck option for lease consideration through Enterprise Fleet Management, Inc. (EFM), should BEV manufacturers bring to market a utility pickup truck at a reasonable price through scaled production.

Police Department staff also conducted comparison research to identify other law enforcement agencies where Tesla BEVs are currently deployed. Staff has identified 30 law enforcement agencies across the United States that have integrated Tesla BEVs into their fleet over the past nine months.

The agency with the most comprehensive research and similar needs to the South Pasadena Police Department is the Fremont Police Department in Northern California. The Fremont Police Department conducted a lifecycle comparison study of 90,000 miles over 5 years (Attachment 1) between a gas Ford Police Pursuit Vehicle (PPV) and a 2014 Tesla Model S85 pilot vehicle. According to their study, the Fremont PD is expected to realize a \$27,977 savings in energy/fuel costs, \$11,677 savings in maintenance costs and 100% reduction or 210,994 lbs of CO2 per vehicle over a five-year period based upon data compiled during their one-year pilot study. With a recent City purchase of gasoline at \$5.37 per gallon compared with \$3.00 per gallon in the Fremont PD study, the South Pasadena Police Department is anticipating energy cost savings approximately 79% higher than those realized by Fremont PD. Staff expects maintenance costs and GHG emissions reduction to be consistent with that projected by Fremont PD.

A comparison matrix detailing vehicle purchase price, energy, and maintenance costs between a Tesla Model Y and Ford Police Patrol Vehicle (currently in our fleet) can be found in Table C:

**Table C**

<b>Factors</b>	<b>2022 Tesla Model Y</b>	<b>Gas Ford PPV</b>
Vehicle Cost	\$62,990	\$44,850
OEM Range (EPA)	330 miles (74kWh battery)	344 miles (18.6 gal tank capacity)
Cost of Energy	\$.10 kWh average	\$5.37 per gal
Cost for Capacity Fill	\$7.40	\$99.88
Annual Energy/Fuel Expense (15,000 mi. per year)	\$336	\$4,355
Est. Annual Maintenance/Repair Cost	\$846	\$1,653
Avg. Annual CO2 Emissions	0 lbs.	42,198 lbs.

Based on staff's research, the cost to operate a gas Ford Police Pursuit Vehicle is approximately \$0.40 per mile. In comparison, the projected cost per mile to operate a Tesla Model Y is approximately \$0.10.

Tesla BEV products have matured to the point where they now meet or exceed the operational needs of the Police Department. Staff is proposing to transition the Police Department's entire fleet to Tesla BEVs pursuant to the adopted 2020 CAP through a vehicle-leasing program. The Tesla Model Y (Attachment 2) would be recommended for Police Department patrol operations and the Model 3 would be recommended for administrative and Detective use.

Upon approval of the agreement, vehicles will be ordered with an estimated delivery time of 6-12 months, depending on the model. Estimated up-fitting time for Police Vehicles would be an additional 2-3 months.

#### Environmental Impact

According to the United States Environmental Protection Agency (EPA), each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO<sub>2</sub><sup>1</sup>. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing approximately 42,198 pounds, or 19.14 metric tons, of CO<sub>2</sub> emissions (Attachment 2). Using these calculations, current administrative vehicles in the Police Department fleet produce approximately 4.6 metric tons of CO<sub>2</sub> emissions annually.

Staff's proposal includes a reduction of the Police Department fleet from the current twenty-three (23) vehicles to twenty (20) BEVs, while possibly retaining one of the newer ICE vehicles as backup for emergency use. This would lead to a projected reduction of approximately 1,850 metric tons of CO<sub>2</sub> by 2030. These 1,850 metric tons of CO<sub>2</sub> represent 10% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO<sub>2</sub>e to meet state goals (Attachment 3). The M.2 Play GHG Emissions Reduction Contribution as detailed in the CAP through the electrification of the municipal fleet and mobile equipment is 23 metric tons by 2030. If implemented as proposed, the conversion of the Police Department fleet to BEVs is estimated to exceed the CAP's M.2 GHG emissions reduction goal by 1,827 metric tons by 2030.

#### Leasing

Police Department staff has been working with Enterprise Fleet Management Inc. (EFM) through the Sourcewell cooperative purchasing program to determine the viability of the City entering into a vehicle lease program. Sourcewell is a national program whose memberships include government and other entities in a number of states, including California. This cooperative purchasing program enables member entities to purchase on an "as needed" basis from competitively awarded contracts with high-performance vendors. EFM has secured a contract (Attachment 6) with Sourcewell through a competitive process for fleet leasing and management services under Sourcewell Contract No. 060618-EFM.

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<sup>1</sup> <https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle>

Police Department staff seeks direction regarding the implementation of a BEV fleet transition commensurate with the scale of the charging infrastructure required to support it. At this time, based upon the scope of the proposed charging infrastructure project by the Public Works Department, a transition to an all-BEV fleet is viable. An all-BEV fleet transition will require the procurement of twenty (20) replacement vehicles through the EFM Master Lease Equity Agreement. Advantages of using a vehicle leasing program include, but are not limited to, the following:

- Maximizes cash flow opportunities by creating an on-going consistent annual payment for fleet vehicles as opposed to funding the entire cost of vehicles up front
- Increases employee safety by enabling the City to replace outdated vehicles sooner, consistent with vehicle replacement industry standards
- Significantly reduces vehicle preventative maintenance and fuel/energy expenses by converting immediately and entirely to an all-electric fleet

Fleet lease cycles for most vehicles are typically sixty (60) months. Using this bid to establish a vehicle lease program with EFM will provide a consistent annual lease payment and substantially reduce or eliminate preventative maintenance expenses and related downtime.

The proposed lease for these vehicles will be an "Open Ended (Equity) Lease". At the end of the lease cycle, the City will have the option to continue to lease the vehicles (a \$400 service charge will be due at the end of the sixty (60) month lease per vehicle), or exchange the equity in the vehicle(s) for a new replacement in a renewed lease, likely at a lower cost due to equity transfer. EFM does not offer a maintenance program for BEVs, as there is no preventative maintenance required for the proposed all-electric vehicles. The Police Department intends to maintain a greatly reduced vehicle maintenance budget to provide for traffic collision repair and consumables such as tires, windshield wiper fluid, and brakes.

Based on the EFM quote, the total annual cost to lease the twenty (20) vehicles referenced above will be \$304,124 per year (Attachment 7). Over a 10-year period, cost savings is estimated to be \$564,426, or an approximate average sustainable savings of \$56,443 per year. Vehicle leasing costs will be budgeted annually on an ongoing basis from the appropriate fund(s). The City's current insurance will cover the leased vehicle at no additional cost.

#### Why Tesla?

Safety, reliability, and performance are critical elements of successful public safety fleet operations. Legacy ICE automakers have been plagued by recent significant recalls and performance issues by General Motors and Ford related to the Chevy Bolt and Mach-e, respectively. These automakers have struggled in the transition to the

manufacture of all-electric vehicles at scale and have yet to demonstrate mature, reliable products in the BEV space. As a result of staff's extensive research of all-electric product offerings from existing legacy auto manufacturers, which include the Ford Mach-e, Volkswagen ID.4, Hyundai Ioniq 5, and the KIA EV 6, none were found to be immediately suitable for the Police Department's needs.

As an organization, Tesla was built to address the negative impacts of climate change. Founded in 2003, Tesla's mission is to "accelerate the world's transition to sustainable energy." Over the course of the next 19 years, Tesla has evolved and emerged as the all-electric EV market leader with the safest, most mature products with advanced technology. Tesla's corporate philosophy aligns closely with the City's CAP and related goals.

In addition to the local benefits of this proposed adoption, it is also important to Police Department staff that a transition to BEVs results in meaningful, positive environmental impact at the national, and potentially global level. In March 2022, Tesla released their latest 2021 Impact Report (Attachment 4). The Impact Report comprehensively addresses Tesla's global environmental impact from supply chain, through manufacturing, vehicle use, and vehicle end-of-life. The report demonstrated how Tesla is leading the EV automobile industry in minimizing negative climate and social impacts across the entire EV lifecycle.

#### Charging Infrastructure

Sufficient charging infrastructure to support an all-BEV fleet is a critical component to the success of this program and would serve as a significant step towards the long-term goal of a sustainable, carbon-neutral energy future. Working in partnership with Southern California Edison (SCE) and the City's Public Works and Fire Departments, City staff has re-imagined the fleet parking lot areas to support the installation of chargers, solar panels and battery storage. The results and recommendations from these efforts will be brought before the City Council in a separate but complementary capital improvement project, and will require a significant investment as detailed in the CAP.

Charging infrastructure redundancy is also an important consideration for public safety entities in the event of power grid disruptions. Tesla has built a growing network of Superchargers to support the charging needs of their products. With more than 35,000 Superchargers, Tesla owns and operates the largest global fast-charging network in the world with reported 99.96% uptime as detailed in the 2021 Tesla Impact Report (Attachment 4). The recently constructed and publicly available twenty (20) stall Tesla Supercharger location at Glenarm Street and the Pasadena 110 Freeway helps meet the City's charging infrastructure redundancy and supplemental energy needs.

The Glenarm Supercharger site is supplied with electricity from the Pasadena Department of Water & Power, a completely independent provider of electricity. The City of South Pasadena currently sources electricity from Southern California Edison



(SCE), through which the City is a member of the Los Angeles County Clean Power Alliance, which provides 100% clean and renewable energy. Availability of electricity from multiple sources to support the City's BEV charging needs minimizes the risk of concurrent outages. Installation of chargers, solar panels and battery storage at the City Hall complex will further enhance that safety net and put the City on the road to sustainable energy independence for the Police Department's fleet operations. Additionally, there are a number of other Tesla Supercharger locations in and around our region, further mitigating power grid disruption risk.

### **Alternatives Considered**

The City Council may make a finding that it is more appropriate to incrementally implement the transition of the Police Department fleet to BEVs with a corresponding scaled-down investment in charging infrastructure. In doing so, the Police Department would be required to maintain existing gasoline infrastructure in parallel with new charging infrastructure. Additionally, cost savings and climate benefits inherent to BEVs (e.g. maintenance, fuel, eliminated GHG emissions, etc.) would be reduced proportionally to the number of proposed BEVs removed from the proposal. Other options and alternatives for consideration could be:

1. Transition half of the Police Department's fleet to BEVs. A transition of half the fleet to BEVs would result in approximately half of the proposed project expenses; however, would also require maintaining existing ICE infrastructure, in addition to related fuel and maintenance expenses.
2. Purchase an immediate five (5) Ford Police Interceptor Explorer hybrids and a future three (3) on an annual basis as the minimum necessary to maintain a sustainable fleet. The Police Department would require an immediate five vehicles due to the fact that only one vehicle has been purchased over approximately the last three years. The current cost of one vehicle, including Police up-fitting is roughly \$63,063.

### **Fiscal Impact**

The total amount of this agreement with EFM over sixty (60) months is \$1,904,372, which includes \$1,520,620 for vehicle lease financing and a one-time down payment of \$383,752. The one-time down payment would become due when the vehicle order is placed. The annual lease payment would become due upon vehicle delivery. All related costs for vehicle up-fitting are included in the annual lease payment.

The annual lease payment of \$304,124 will be funded from account #105-4010-4011-8101 Vehicle Lease, with an additional appropriation of \$31,124 necessary to cover a balance deficit. The one-time down payment amount of \$383,752 is proposed to be funded by an appropriation from undesignated general fund reserves. The annual lease payment and one-time down payment have been offset by the equity in the existing fleet proposed to be surplus through EFM pursuant to the Master Lease Agreement. The estimated value of the surplus vehicles is \$139,400.

The current fiscal year 2022-23 budget for the Police Department fleet is \$343,000; \$143,000 for Vehicle Leases (105-4010-4011-8101), \$80,000 for Vehicle Maintenance (101-4010-4011-8100) and \$120,000 for Fuel (101-4011-8105).

### **Commission Review and Recommendation**

On December 6 and December 13, 2021 respectively, the Natural Resources and Environmental Commission and the Public Safety Commission reviewed the subject matter. Each Commission made a recommendation to the City Council that the Police Department transition their entire vehicle fleet to BEVs. This recommendation was made in concert with the Commission's consideration of the electric vehicle charging infrastructure necessary to support this transition through the Southern California Edison (SCE) Charge Ready program.

### **Attachments:**

1. Fremont Police Department Electric Patrol Vehicle Pilot Program Outcome Report
2. Fremont Police Department Tesla Model Y Media Kit
3. City of South Pasadena 2020 Climate Action Plan
4. Tesla 2021 Impact Report
5. City of South Pasadena General Plan
6. Enterprise Lease Management Master Lease Agreement
7. Estimated Equity Lease Costs
8. Enterprise Proposals

## **ATTACHMENT 2**

July 20, 2022 City Council Meeting Staff Report:  
City Hall Electrification Projects



# City Council Agenda Report

ITEM NO. 26

**DATE:** July 20, 2022

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

**PREPARED BY:** H. Ted Gerber, Director of Public Works

**SUBJECT:** **Discussion and Direction on City Hall Electrification & Related Improvement Projects**

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## 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 thirty-four (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. City Installation of Level 3 Chargers: 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



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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 CO<sub>2</sub>. On an annual basis, a gas-powered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> projected by 2030. These 2,687 metric tons of CO<sub>2</sub> represents 14.5% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO<sub>2</sub>, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 23 metric tons of CO<sub>2</sub>e (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 CO<sub>2</sub> 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 3**

### Enterprise Lease Management Master Equity Lease Agreement





## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

**ATTACHMENT 4**  
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:

Charging Infrastructure and Rebate	DAC	Multi-Family	Others
	Excluding Fortune 1000*		Including 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 SCE install the entire Make-Ready Infrastructure, 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](http://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 CPUC-Approved Transportation Electrification Programs and can be downloaded from: [www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882](http://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](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](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 OF

**Name of Program Participant Representative:**

---

**Title of Program Participant Representative:**

\_\_\_\_\_

I certify that the information provided is accurate and complete and that I have authority 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 5**  
SCE Charge Ready Program Sample Easement

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

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**

<u>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u>  _____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT XX	SERVICE ORDER XX	SERIAL NO.	MAP SIZE
	FIM XXX APN XX	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/XX	DATE XX

\_\_\_\_\_, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the County of \_\_\_\_\_, State of California, described as follows:

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

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**SAMPLE**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of 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)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of 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

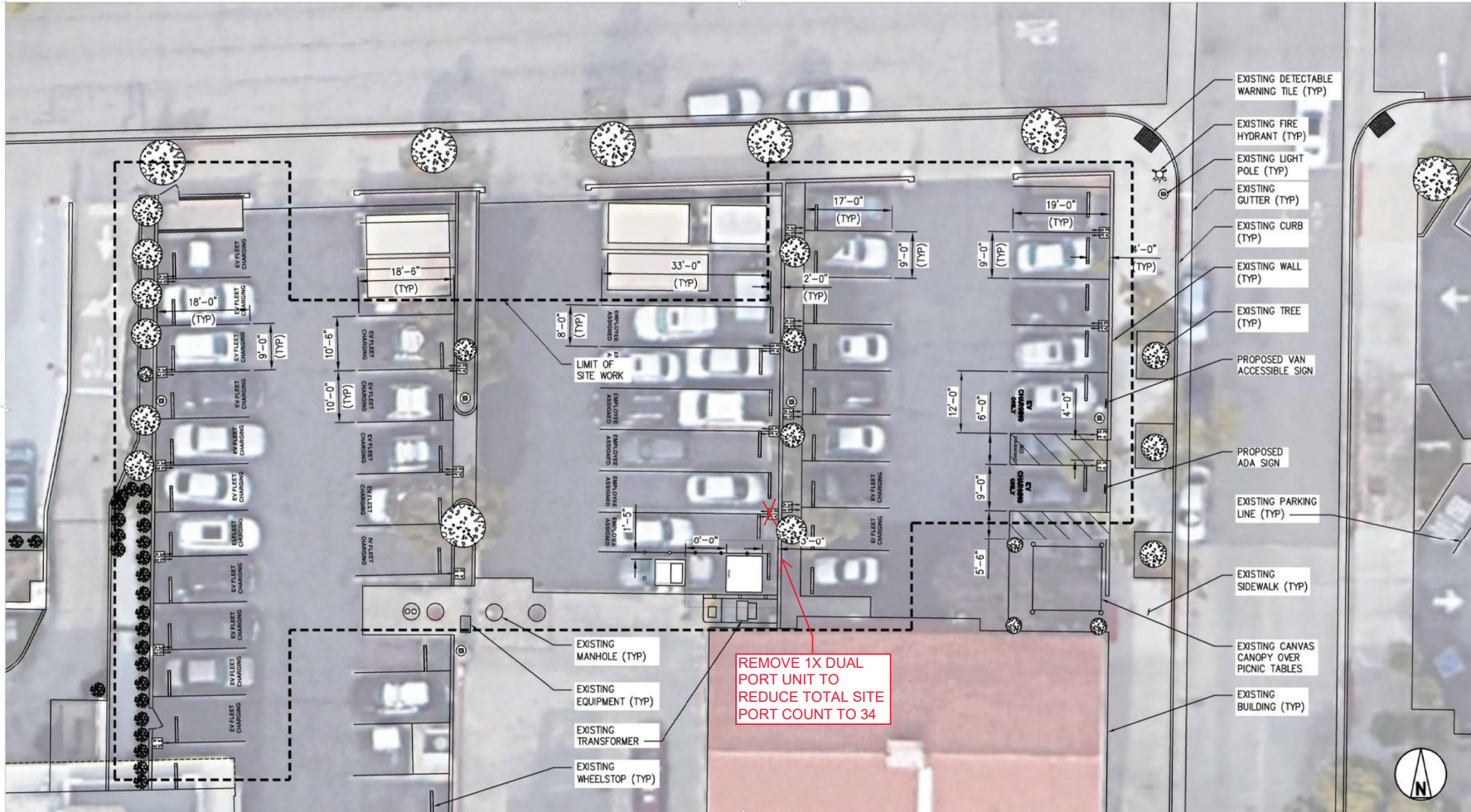
**ATTACHMENT 6**  
SCE Charge Ready Program South Pasadena City Hall  
Conceptual Plan

**NOTES**

- SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST ROOTS USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
- THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
- PROPOSED ACCESSIBLE STALL AND ACCESS AISLE SHALL NOT EXCEED 2% MAX SLOPE IN ANY DIRECTION. ACCESS AISLE SHALL BE PAINTED WHITE WITH HATCH LINES SPACED A MAXIMUM OF 36" (INCHES). PROPOSED ACCESSIBLE ROUTE NOT TO EXCEED 5% RUNNING SLOPE OR 2% CROSS SLOPE. PAINTED LETTERING SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT.

**LEGEND**

- PROPOSED SIGN
- PROPOSED BOLLARD
- ⊙ PROPOSED UTILITY BOLLARD
- ⊞ DUAL PORT PEDESTAL EVSE
- ⊞ SINGLE PORT PEDESTAL EVSE
- - - LIMITS OF SITE WORK
- PROPOSED ACCESSIBLE STRIPING
- PROPOSED METER/DISTRIBUTION SWITCHBOARD
- PROPOSED TRANSFORMER
- ▬ PROPOSED WHEELSTOP



**SOUTHERN CALIFORNIA EDISON**

**CHARGE READY PROGRAM**



**BLACK & VEATCH**

6800 W 115th ST, SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT NO: 402809  
DRAWN BY: GAK  
CHECKED BY: NMB

REV	DATE	DESCRIPTION
A	09/17/21	ISSUED FOR 50% REVIEW

**NOT TO BE USED FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SCE\_00001340904  
CITY OF S PASADENA  
820 MOUND AVE  
SOUTH PASADENA, CA 91030

SHEET TITLE  
ENLARGED SITE PLAN

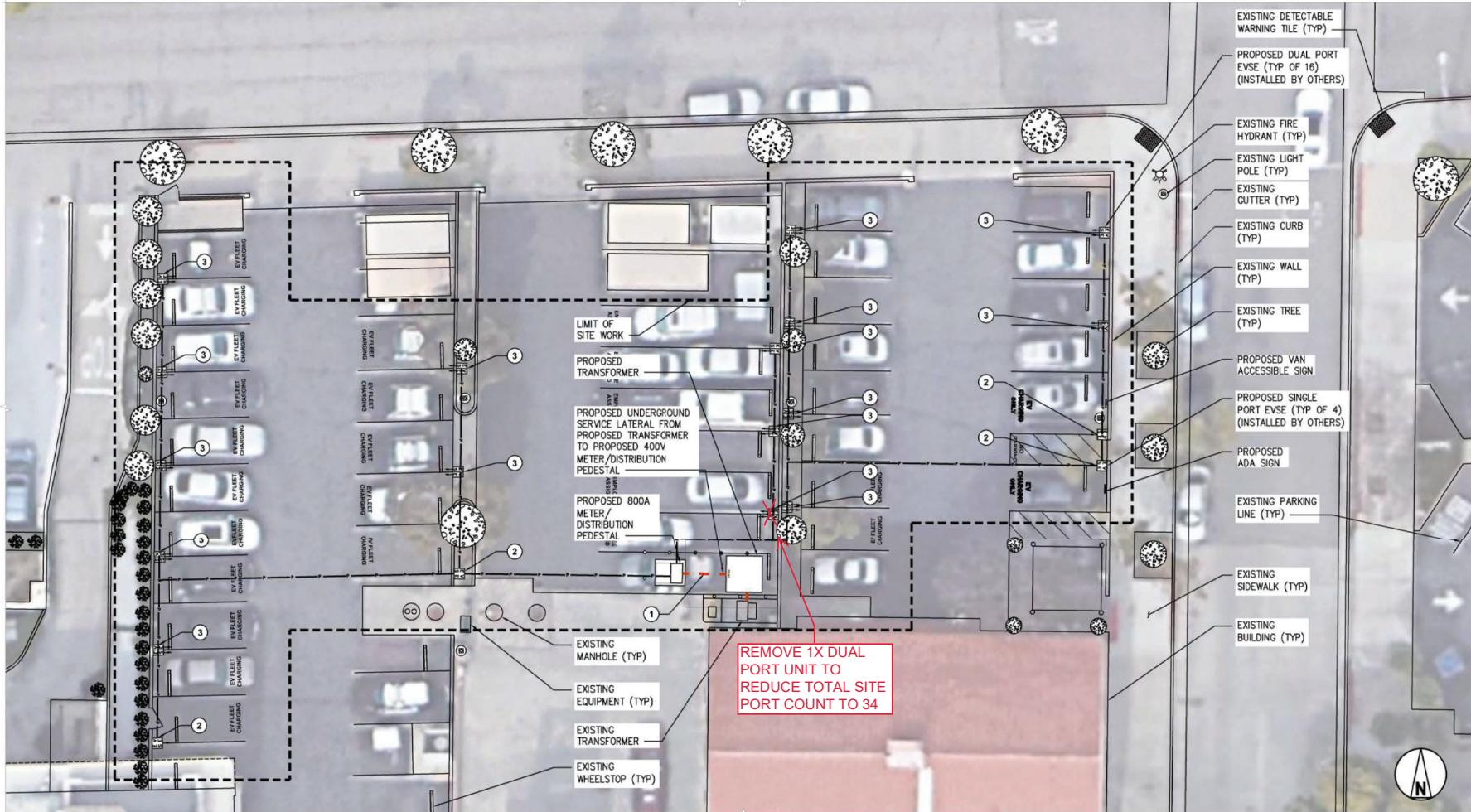
SHEET NUMBER  
C-3

**NOTE**

1. REFERS TO CONDUIT AND WIRE SCHEDULE ON E-2 FOR REQUIREMENTS.

**LEGEND**

- PROPOSED SIGN
- PROPOSED BOLLARD
- PROPOSED UTILITY BOLLARD
- DUAL PORT PEDESTAL EVSE
- SINGLE PORT PEDESTAL EVSE
- LIMITS OF SITE WORK
- PROPOSED ACCESSIBLE STRIPING
- PROPOSED METER/DISTRIBUTION SWITCHBOARD
- PROPOSED TRANSFORMER
- ELECTRICAL FROM PANEL TO EVSE, DEDICATED CIRCUIT PER EVSE (<2')
- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D
- PROPOSED WHEELSTOP



**SOUTHERN CALIFORNIA EDISON**

**CHARGE READY PROGRAM**



**BLACK & VEATCH**

6800 W 115th ST, SUITE 2292  
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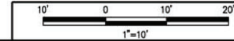
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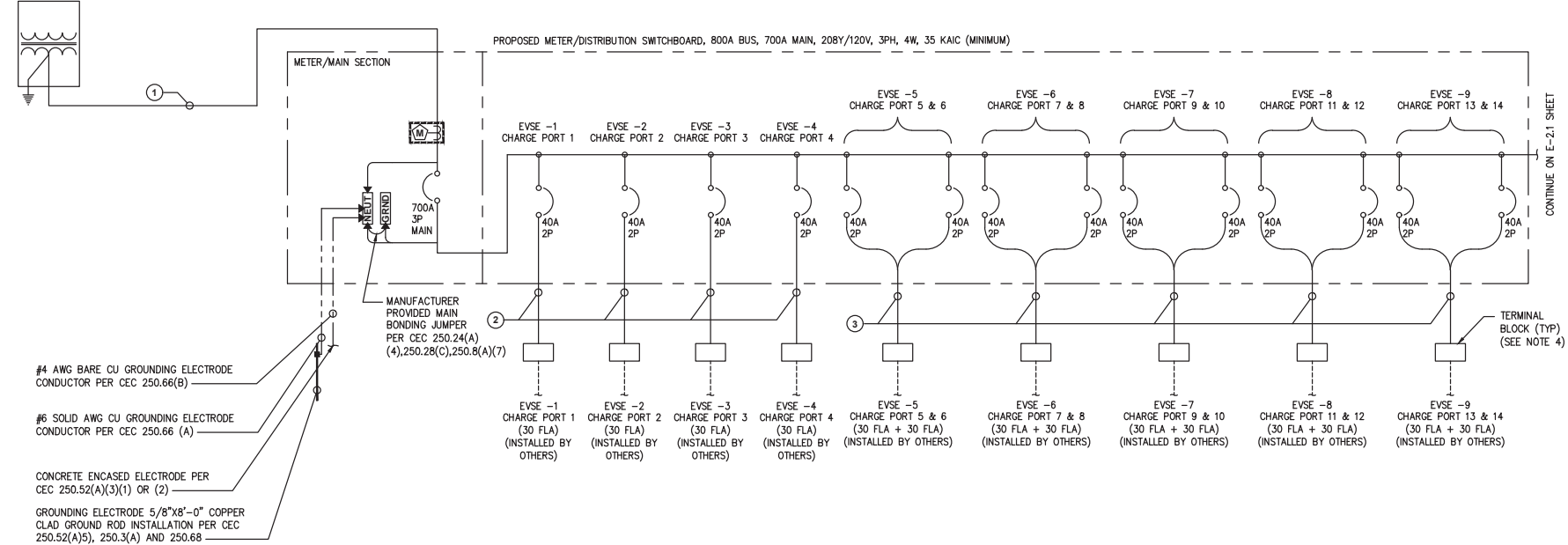
SCE\_00001340904  
CITY OF S PASADENA  
820 MOUND AVE  
SOUTH PASADENA, CA 91030

SHEET TITLE  
**ELECTRICAL PLAN**

SHEET NUMBER  
**E-1**



PROPOSED UTILITY TRANSFORMER  
500KVA 208/120V



CONTINUE ON E-2.1 SHEET

#4 AWG BARE CU GROUNDING ELECTRODE CONDUCTOR PER CEC 250.66(B)

#6 SOLID AWG CU GROUNDING ELECTRODE CONDUCTOR PER CEC 250.66 (A)

CONCRETE ENCASED ELECTRODE PER CEC 250.52(A)(3)(1) OR (2)

GROUNDING ELECTRODE 5/8"x8"-0" COPPER CLAD GROUND ROD INSTALLATION PER CEC 250.52(A)5, 250.3(A) AND 250.68

**NOTES**

- 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#4, "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 MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED 5%."
- CONTRACTOR TO INSTALL TERMINAL BLOCK PRIOR TO CUSTOMER EVSE CHARGING DISPENSER BEING INSTALLED IN PHASE II.

CONDUIT AND WIRING SCHEDULE			
	FROM	TO	CONFIGURATION
①	PROPOSED UTILITY TRANSFORMER	PROPOSED METER/DISTRIBUTION SWITCHBOARD	(PER UTILITY DESIGN)
②	PROPOSED METER/DISTRIBUTION SWITCHBOARD	PROPOSED TERMINAL BLOCK FOR SINGLE PORT EVSE	(2) #8 AWG CU + (1) #8 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

**SOUTHERN CALIFORNIA EDISON**

**CHARGE READY PROGRAM**



**BLACK & VEATCH**

6800 W 115th ST, SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT NO: 402809  
DRAWN BY: GAK  
CHECKED BY: NMB

REV	DATE	DESCRIPTION
A	09/17/21	ISSUED FOR 50% REVIEW

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SCE\_00001340904  
CITY OF S PASADENA  
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SOUTH PASADENA, CA 91030

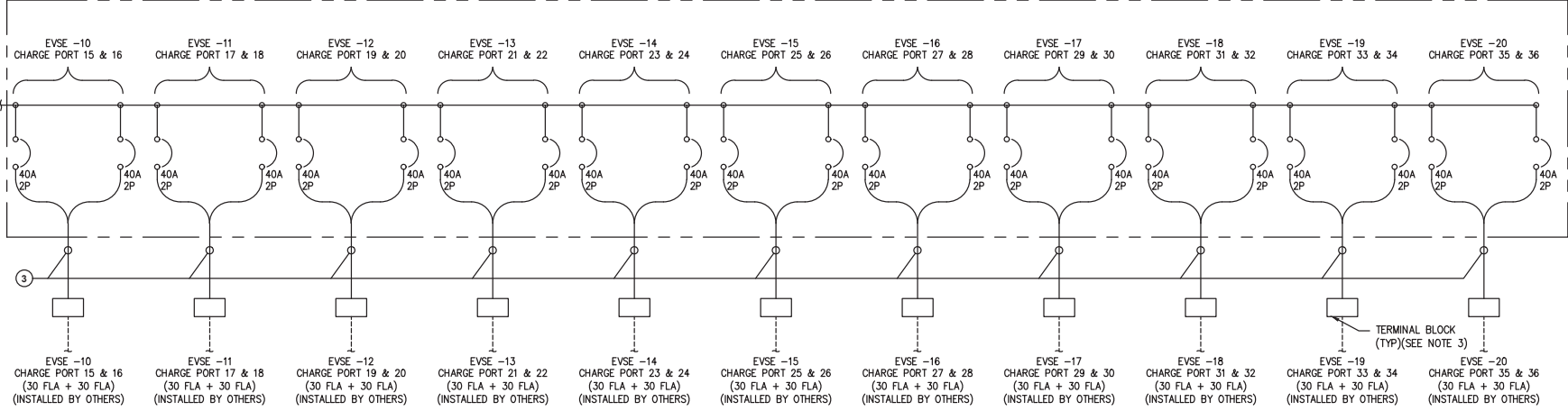
SHEET TITLE  
SINGLE LINE DIAGRAM

SHEET NUMBER  
E-2



PROPOSED METER/DISTRIBUTION SWITCHBOARD, 800A BUS, 700A MAIN, 208Y/120V, 3PH, 4W, 35 KAIC (MINIMUM)

CONTINUE FROM E-2 SHEET



**SOUTHERN CALIFORNIA EDISON**  
**CHARGE READY PROGRAM**



**BLACK & VEATCH**  
6800 W 115th ST, SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT NO: 402809  
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SCE\_00001340904  
CITY OF S PASADENA  
820 MOUND AVE  
SOUTH PASADENA, CA 91030

SHEET TITLE  
SINGLE LINE DIAGRAM

SHEET NUMBER  
E-2.1

**ATTACHMENT 7**

**South Pasadena Police Department Fleet Inventory (2022)**

South Pasadena Police Department Fleet Inventory (2022)

Unit #	Assignment	Year/Make/Model	Lic #	Vin #	Mileage	Out of Service	Out of Warranty	B/O Last 30 Days	Cause
#1501	Chief Solinsky	2015 Toyota Highlander Hybrd	1462758	5TDDCRFH4FS013060	108,306		X		
#1705	Lt. Jacobs	2017 Ford Interceptor SUV	1517995	1FM5K8AR2HGB55062	31,532		X		
#1933	Lt. Robledo	2019 Ford Fusion	1568012	3FA6P0AU5KR254853	23,567				
#0702	Unassigned	2007 Dodge Charger Silver	1273978	2B3KA43G37H771131	145,513	X			
#0213	PA / Cadets	2001 Ford CV, White	1052488	2FAFP71W82X115814	103,793	X			
#0521	Sgt. Abdalla	2011 Ford CV, Black	1328812	2FABP7BV2BX179769	65,886		X		
#0218	Detective	2002 Ford CV, Gold	1146238	2FAFP71W12X155345	95,184		X		
#0219	Detective	2002 Ford CV, Black	1190753	2FAFP71W32X115798	81,558	X			
#1102	Detective	2005 Ford CV, Black	1226156	2FAFP71W95X172348	74,459		X		
#0317	Detective	2003 Ford CV Silver	1226158	2FAFP71W93X146376	82,757		X	X	Radiator Fan
#2198 (198)	Patrol	2021 Ford Interceptor	1627680	1FM5K8AWXMNA21444	10,380				
#1798	Patrol	2017 Ford Interceptor SUV	1514165	1FM5K8AR0HGA24292	84,597	X			
#1703	Patrol	2017 Ford Interceptor SUV	1514166	1FM5K8AR2HGA24293	95,258		X	X	Over-heating during pursuit
#1406	Patrol	2014 Ford Interceptor SUV	1454014	1FM5K8AR4FGA15804	115,942		X	X	Air Conditioning B/O
#1501 (1706)	Patrol	2017 Ford Interceptor SUV	1517994	1FM5K8AR7HGC57182	66,363	X	X	X	Blown head gasket
#1908	Patrol (K9) P210	2019 Dodge Charger	1561039	2C3CDXAT0KH579223	60,951		X	X	Air Conditioning B/O // Not Sufficient for K9
#0134	Cadets	2001 Ford F-250	1116002	1FTNX20L01ED16980	28,022		X		
#1111	Patrol (CNG)	2011 Ford CV, B/W	1328816	2FABP7BV7BX176110	51,512	X			
#1405	Patrol (Old K9)	2014 Ford Taurus B/W	1426203	1FAHP2MK7EG120050	78,915		X		
#1404	Patrol	2014 Ford Taurus B/W	1426124	1FAHP2MK9EG122138	112,677		X		
# 1201	Patrol (WC)	2012 Chev Tahoe	1328952	1GNLC2E05CR188790	88,100		X		
#1909	Patrol (K9)	2019 Ford Interceptor SUV	1565095	1FM5K8AR9KGB23569	65,097			X	Electrical issue / Brakes

**ATTACHMENT 8**  
U.S. Law Enforcement Agency Tesla Migration

U.S. Law Enforcement Agency Tesla Migration

Agency	State	Source Date	Model	Quantity	Purpose
Snohomish County Sheriff	Washington	2021-09-22	Y	1	Patrol
Aspen Police Department	Colorado	2021-11-13	Y	5	Patrol
Paragould Police Department	Arkansas	2021-11-12	3	2	Patrol/Traffic
Menlo Park Police Department	California	2021-11-11	Y	3	Patrol
Cambridge Police Department	Maryland	2021-11-11	Y	1	Patrol
Bargersville Police Department	Indiana	2021-11-08	3	5	Patrol
Berea Police Department	Kentucky	2021-10-31	3	3	Patrol
Fremont Police Department	California	2021-09-23	Y	1	Patrol
Nitro Police Department	West Virginia	2021-09-13	3	1	Patrol
Boulder County Sheriff	Colorado	2021-08-17	Y	1	Patrol
Westport Police Department	Connecticut	2021-07-22	3	1	Patrol
Eden Prairie Police Department	Minnesota	2021-07-21	Y	1	Patrol
New York City Police Department	New York	2021-12-29	3	Up to 250	Patrol
Rosendale Police Department	New York	2021-07-08	3	1	Patrol
Placerville Police Department	California	2021-05-21	3	1	Admin
Village of Gates Mill Police Department	Ohio	2021-05-21	S	1	Not announced
Yonkers Police Department	New York	2021-05-02	3	1	Patrol
Seaside Police Department	California	2021-04-23	Y	2	Patrol
Ipswich Police Department	Massachusetts	2021-03-10	Y	1	Admin
San Leandro Police Department	California	2021-02-04	Y	2	Patrol
Logan Police Department	Ohio	2021-12-05	Y	1	Patrol
Cary Police Department	North Carolina	2021-12-17	Y	2	Traffic
Central Washington University Police Department	Washington	2022-01-02	Y	1	Patrol
Redding Police Department	California	2022-02-16	3	1	Patrol
Sykesville Police Department	Maryland	2022-02-23	Y	1	Patrol
Perry Police Department	New York	2022-02-28	Y	1	Patrol
Dallas County Sheriff	Texas	2002-04-23	3	3	Not announced
Easthampton Police Department	Massachusetts	2022-05-23	Y	2	Traffic/Admin
San Antonio Police Department	Texas	2022-06-23	Y	1	Not announced
Leawood Police Department	Kansas	2022-06-29	Y	1	Patrol
Hallandale Beach Police Department	Florida	2022-07-15	Y	13	Patrol
Richmond Police Department	Vermont	2022-08-04	3	1	Patrol/Recruiting
Mukitelo Police Department	Washington	2022-08-11	Y & 3	01-Mar	Patrol/Detectives
Wolfeboro Police Department	New Hampshire	2022-08-13	Y	1	Admin
Boulder City Police Department	Nevada	2022-08-26	Y	1	Patrol

**ATTACHMENT 9**  
Enterprise Proposals





# Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)

Proposal Summary

Proposal #: P613632

Prepared For:

Quantity: 9

Driver Information					Base Lease Payment									Initial Charges Billed upon Delivery			
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge <sup>1</sup>	Monthly Use Tax	Full Maint Program <sup>2</sup>	Additional Services <sup>3</sup>	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges <sup>4</sup>	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim																	
6452087	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452088	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452089	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452090	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452091	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452092	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452093	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452094	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
6452095	Patrol	CA	10.2500%	15,000	\$77,444.25	60	1.5000%	\$1,161.66	\$381.02	\$158.12			\$1,700.80	\$7,744.65	\$25,814.75	\$3,360.44	\$29,175.19
<b>Total Monthly Payment for 9 vehicles:</b>													<b>\$15,307.20</b>	<b>Total Initial Charges for 9 vehicles:</b>		<b>\$262,576.71</b>	





# Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)

## Proposal Summary

Proposal #: P613632

Prepared For:

Quantity: 9

<sup>1</sup>Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

<sup>2</sup>See the following pages for details of Full Maintenance Service

<sup>3</sup>Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

<sup>4</sup>Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of South Pasadena

Signature

17 of 78

Date



Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)

Capitalized Amount Calculations

Proposal #: P613632

Prepared For:

Quantity: 9

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle <sup>1</sup>	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
<b>2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim</b>																	
6452087	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452088	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452089	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452090	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452091	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452092	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452093	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452094	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452095	Capitalized Price	\$68,890.00	\$0.00	\$0.00	\$68,890.00		\$0.00	(\$25,814.75)		(\$6,970.00)			\$40,874.00	\$200.00	\$125.00	\$140.00	\$77,444.25
	Billed on Delivery					\$0.00	\$0.00	\$25,814.75	\$2,646.01		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

<sup>1</sup>Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

\_\_\_\_\_  
Initials



# Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of South Pasadena (547143)

Aftermarket & Other Costs

Proposal #: P613632

Prepared For:

Quantity: 9

## Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
<b>2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim</b>				
6452087	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452088	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452089	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452090	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452091	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452092	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452093	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452094	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
6452095	Patrol	Lighting - Unplugged Quote #2539	\$40,874.00	
<b>Total Aftermarket Equipment</b>			<b>\$367,866.00</b>	<b>\$0.00</b>

## Other Costs

Quote	Driver	Description	Capitalized Price	Billed Price
<b>2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim</b>				
6452087	Patrol	Initial Administration Fee	\$140.00	
6452088	Patrol	Initial Administration Fee	\$140.00	
6452089	Patrol	Initial Administration Fee	\$140.00	

Quote	Driver	Description	Capitalized Price	Billed Price
6452090	Patrol	Initial Administration Fee	\$140.00	
6452091	Patrol	Initial Administration Fee	\$140.00	
6452092	Patrol	Initial Administration Fee	\$140.00	
6452093	Patrol	Initial Administration Fee	\$140.00	
6452094	Patrol	Initial Administration Fee	\$140.00	
6452095	Patrol	Initial Administration Fee	\$140.00	
		<b>Total Other Costs</b>	<b>\$1,260.00</b>	<b>\$0.00</b>



VEHICLE INFORMATION:

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US
Series ID: MODELYLRL

Pricing Summary:

Table with 3 columns: Item, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: SOLB - (0 P) Solid Black
Interior: BLK - (0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various options like BLK\_02, DLR, FEE, PAINT, etc.

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors 4  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material  
Fender Flares: black fender flares  
Grille: black grille

### Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Power Sunroof: front and rear fixed laminated glass sunroof  
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob and smart device-as-key remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio FM/HD with seek-scan  
Radio Data System: radio data system  
Amplifier: amplifier  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 14 speakers  
Internet Access: internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps  
Auto-levelling Headlights: auto-leveling headlights  
Auto-Dimming Headlights: auto high-beam headlights

Front Fog Lights: front fog lights  
Front Wipers: variable intermittent wipers with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Door Curb/Courtesy Lights: 4 door curb/courtesy lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system Sentry Mode with video recording  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: fixed front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks



Heated Rear Seat: heated rear seat  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 4-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: leatherette front and rear seat upholstery  
Door Trim Insert: simulated suede door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert  
LeatherSteeringWheel: leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic



# Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)

Proposal Summary

Proposal #: P613482

Prepared For:

Quantity: 9

Driver Information					Base Lease Payment									Initial Charges Billed upon Delivery			
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge <sup>1</sup>	Monthly Use Tax	Full Maint Program <sup>2</sup>	Additional Services <sup>3</sup>	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges <sup>4</sup>	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US					(0 P) Solid Black / (0 I) Black w/Premium Seat Trim												
6452008	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452009	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452010	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452012	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452013	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452014	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452015	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452016	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
6452017	DETECTIVE	CA	10.2500%	15,000	\$37,319.25	60	1.5000%	\$559.79	\$186.65	\$76.76			\$825.67	\$3,731.85	\$12,439.75	\$1,989.50	\$14,429.25
<b>Total Monthly Payment for 9 vehicles:</b>													<b>\$7,431.03</b>	<b>Total Initial Charges for 9 vehicles:</b>		<b>\$129,863.25</b>	



# Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)

## Proposal Summary

Proposal #: P613482

Prepared For:

Quantity: 9

<sup>1</sup>Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

<sup>2</sup>See the following pages for details of Full Maintenance Service

<sup>3</sup>Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

<sup>4</sup>Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of South Pasadena

Signature

17 of 88

Date



# Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)  
Prepared For:

## Capitalized Amount Calculations

Proposal #: P613482  
Quantity: 9

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle <sup>1</sup>	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
<b>2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim</b>																	
6452008	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452009	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452010	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452012	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452013	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452014	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452015	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452016	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6452017	Capitalized Price	\$49,940.00	\$0.00	\$0.00	\$49,940.00		\$0.00	(\$12,439.75)		(\$6,970.00)			\$6,324.00	\$200.00	\$125.00	\$140.00	\$37,319.25
	Billed on Delivery					\$0.00	\$0.00	\$12,439.75	\$1,275.07		\$714.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

<sup>1</sup>Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

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Initials



Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of South Pasadena (547143)

Aftermarket & Other Costs

Proposal #: P613482

Prepared For:

Quantity: 9

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim				
6452008	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452009	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452010	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452012	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452013	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452014	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452015	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452016	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
6452017	DETECTIVE	Lighting - Unplugged Quote #2543	\$6,324.00	
<b>Total Aftermarket Equipment</b>			<b>\$56,916.00</b>	<b>\$0.00</b>

Other Costs

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US (0 P) Solid Black / (0 I) Black w/Premium Seat Trim				
6452008	DETECTIVE	Initial Administration Fee	\$140.00	
6452009	DETECTIVE	Initial Administration Fee	\$140.00	
6452010	DETECTIVE	Initial Administration Fee	\$140.00	

Quote	Driver	Description	Capitalized Price	Billed Price
6452012	DETECTIVE	Initial Administration Fee	\$140.00	
6452013	DETECTIVE	Initial Administration Fee	\$140.00	
6452014	DETECTIVE	Initial Administration Fee	\$140.00	
6452015	DETECTIVE	Initial Administration Fee	\$140.00	
6452016	DETECTIVE	Initial Administration Fee	\$140.00	
6452017	DETECTIVE	Initial Administration Fee	\$140.00	
		<b>Total Other Costs</b>	<b>\$1,260.00</b>	<b>\$0.00</b>



**VEHICLE INFORMATION:**

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US  
Series ID: MODEL3SRP

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 46,990.00	\$ 46,990.00
Total Options	\$ 1,750.00	\$ 1,750.00
Destination Charge	\$ 1,200.00	\$ 1,200.00
<b>Total Price</b>	<b>\$ 49,940.00</b>	<b>\$ 49,940.00</b>

**SELECTED COLOR:**

Exterior: SOLB - (0 P) Solid Black  
Interior: BLK - (0 I) Black w/Premium Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$ 250.00	\$ 250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$ 1,500.00	\$ 1,500.00
STDEN	Motor: AC Permanent Magnet	STD	STD
STDRD	Radio: Upgraded Audio System	STD	STD
STDST	Premium Heated Front Bucket Seats	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: P235/45R18	STD	STD
STDWL	Wheels: 18" x 8.5" Aero	STD	STD



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: power open and close trunk  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material

### Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Power Sunroof: 1st row fixed laminated glass sunroof  
2nd Row Sunroof: fixed laminated glass 2nd row sunroof  
Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: smart device-as-key remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: heated steering wheel with power tilting, power telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio FM/HD with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Entertainment Centre: entertainment system with digital media  
Internet Access: internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps  
Auto-levelling Headlights: auto-leveling headlights  
Auto-Dimming Headlights: auto high-beam headlights  
Front Wipers: variable intermittent wipers with heating wiper park

Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Door Curb/Courtesy Lights: 4 door curb/courtesy lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system with video recording  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: fixed front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Heated Rear Seat: heated rear seat  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 4-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear 60-40 bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: leatherette front and rear seat upholstery  
Door Trim Insert: simulated suede door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert  
LeatherSteeringWheel: leatherette steering wheel  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

**ATTACHMENT 10**  
Enterprise Quotes



**Prepared For:** City of South Pasadena

**Date** 08/01/2022  
**AE/AM** GH0/PND

**Unit #**

**Year** 2022 **Make** Tesla **Model** Model Y

**Series** Long Range 4dr All-Wheel Drive Sport Utility

**Vehicle Order Type** Ordered **Term** 60 **State** CA **Customer#** 547143

\$ 109,764.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 25,814.75 *	Capitalized Price Reduction
\$ 2,646.01 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Patrol
<b>Exterior Color</b>	(0 P) Solid Black
<b>Interior Color</b>	(0 I) Black w/Premium Seat Trim
<b>Lic. Plate Type</b>	Unknown
<b>GVWR</b>	0

\$ 77,444.25	Total Capitalized Amount (Delivered Price)
\$ 1,161.66	Depreciation Reserve @ <u>1.5000%</u>
\$ 362.13	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 1,523.79</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 156.19 Sales Tax 10.2500% **State** CA

**\$ 1,679.98 Total Monthly Rental Including Additional Services**

\$ 7,744.65 Reduced Book Value at 60 Months  
\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of South Pasadena

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2539	C	\$ 40,874.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 40,874.00
<b>Aftermarket Equipment Total</b>		\$ 40,874.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 465.00
<b>Other Charges Total</b>		\$ 465.00

**VEHICLE INFORMATION:**

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US

Series ID: MODELYLRL

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$62,990	\$62,990.00
Total Options	\$4,700.00	\$4,700.00
Destination Charge	\$1,200.00	\$1,200.00
<b>Total Price</b>	<b>\$68,890.00</b>	<b>\$68,890.00</b>

**SELECTED COLOR:**

Exterior: SOLB-(0 P) Solid Black  
 Interior: BLK-(0 I) Black w/Premium Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
DLR	Tesla Price Increase	\$2,950.00	\$2,950.00
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDAR	5 Seat Interior	STD	STD
STDAX	9.0 Axle Ratio	STD	STD
STDEN	Dual Motor: Fr AC Induction/Rr AC Permanent Magnet	STD	STD
STDGV	GVWR: 5,712 lbs	STD	STD
STDRD	Radio: Premium Audio System	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: 255/45R19	STD	STD
STDWL	Wheels: 19" x 9.5" Gemini	STD	STD



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors 4  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material  
Fender Flares: black fender flares  
Grille: black grille

### Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Power Sunroof: front and rear fixed laminated glass sunroof  
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob and smart device-as-key remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio FM/HD with seek-scan  
Radio Data System: radio data system  
Amplifier: amplifier  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 14 speakers  
Internet Access: internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights  
Auto-Dimming Headlights: auto high-beam headlights  
Front Fog Lights: front fog lights  
Front Wipers: variable intermittent wipers with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Door Curb/Courtesy Lights: 4 door curb/courtesy lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system Sentry Mode with video recording  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: fixed front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Heated Rear Seat: heated rear seat  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 4-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: leatherette front and rear seat upholstery  
Door Trim Insert: simulated suede door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert  
LeatherSteeringWheel: leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

**Prepared For:** City of South Pasadena

**Date:** 06/21/2022

**AE/AM:** GH0/PND

**Unit #**

**Year:** 2022 **Make:** Tesla **Model:** Model Y

**Series:** Long Range 4dr All-Wheel Drive Sport Utility

**Vehicle Order Type:** Ordered **Term:** 60 **State:** CA **Customer#:** 547143

\$ 112,356.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 26,462.75 *	Capitalized Price Reduction
\$ 2,712.43 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b> K9
<b>Exterior Color</b> (0 P) Solid Black
<b>Interior Color</b> (0 I) Black w/Premium Seat Trim
<b>Lic. Plate Type</b> Unknown
<b>GVWR</b> 0

\$ 79,388.25	Total Capitalized Amount (Delivered Price)
\$ 1,190.82	Depreciation Reserve @ <u>1.5000%</u>
\$ 390.32	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 1,581.14</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

Loaner Vehicle Not Included

**Additional Services SubTotal**

\$ 162.07	Sales Tax <u>10.2500%</u>
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**State** CA

**Total Monthly Rental Including Additional Services**

\$ 7,939.05 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of South Pasadena

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
K-9 Cooling Fan - Unplugged Quote #2542	C	\$ 43,466.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 43,466.00
<b>Aftermarket Equipment Total</b>		\$ 43,466.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 465.00
<b>Other Charges Total</b>		\$ 465.00

**VEHICLE INFORMATION:**

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US

Series ID: MODELYLRL

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$62,990	\$62,990.00
Total Options	\$4,700.00	\$4,700.00
Destination Charge	\$1,200.00	\$1,200.00
<b>Total Price</b>	<b>\$68,890.00</b>	<b>\$68,890.00</b>

**SELECTED COLOR:**

Exterior: SOLB-(0 P) Solid Black  
 Interior: BLK-(0 I) Black w/Premium Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
DLR	Tesla Price Increase	\$2,950.00	\$2,950.00
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDAR	5 Seat Interior	STD	STD
STDAX	9.0 Axle Ratio	STD	STD
STDEN	Dual Motor: Fr AC Induction/Rr AC Permanent Magnet	STD	STD
STDGV	GVWR: 5,712 lbs	STD	STD
STDRD	Radio: Premium Audio System	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: 255/45R19	STD	STD
STDWL	Wheels: 19" x 9.5" Gemini	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material  
Fender Flares: black fender flares  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Power Sunroof: front and rear fixed laminated glass sunroof  
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob and smart device-as-key remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: FM/HD with seek-scan  
Radio Data System: radio data system  
Amplifier: amplifier  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 14 speakers  
Internet Access: internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights  
Auto-Dimming Headlights: auto high-beam headlights  
Front Fog Lights: front fog lights  
Front Wipers: variable intermittent wipers with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Door Curb/Courtesy Lights: 4 door curb/courtesy lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system Sentry Mode with video recording  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: fixed front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5



Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Heated Rear Seat: heated rear seat  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 4-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: leatherette front and rear seat upholstery  
Door Trim Insert: simulated suede door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert  
LeatherSteeringWheel: leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

**Prepared For:** City of South Pasadena

**Date** 08/01/2022  
**AE/AM** GH0/PND

**Unit #**

**Year** 2022 **Make** Tesla **Model** Model 3

**Series** Base 4dr Rear-Wheel Drive Sedan

**Vehicle Order Type** Ordered **Term** 60 **State** CA **Customer#** 547143

\$ 56,264.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> CA
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 12,439.75 *	Capitalized Price Reduction
\$ 1,275.07 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	DETECTIVE
<b>Exterior Color</b>	(0 P) Solid Black
<b>Interior Color</b>	(0 I) Black w/Premium Seat Trim
<b>Lic. Plate Type</b>	Unknown
<b>GVWR</b>	0

<b>\$ 37,319.25</b>	Total Capitalized Amount (Delivered Price)
\$ 559.79	Depreciation Reserve @ <u>1.5000%</u>
\$ 179.93	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 739.72</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
 Commercial Automobile Liability Enrollment  
 Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 75.82 Sales Tax 10.2500% **State** CA

**\$ 815.54 Total Monthly Rental Including Additional Services**

\$ 3,731.85	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000  
 (Current market and vehicle conditions may also affect value of vehicle)  
 (Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of South Pasadena

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2543	C	\$ 6,324.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 6,324.00
<b>Aftermarket Equipment Total</b>		\$ 6,324.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 465.00
<b>Other Charges Total</b>		\$ 465.00

**VEHICLE INFORMATION:**

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US

Series ID: MODEL3SRP

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$46,990	\$46,990.00
Total Options	\$1,750.00	\$1,750.00
Destination Charge	\$1,200.00	\$1,200.00
<b>Total Price</b>	<b>\$49,940.00</b>	<b>\$49,940.00</b>

**SELECTED COLOR:**

Exterior: SOLB-(0 P) Solid Black  
 Interior: BLK-(0 I) Black w/Premium Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDEN	Motor: AC Permanent Magnet	STD	STD
STDRD	Radio: Upgraded Audio System	STD	STD
STDST	Premium Heated Front Bucket Seats	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: P235/45R18	STD	STD
STDWL	Wheels: 18" x 8.5" Aero	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: power open and close trunk  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Power Sunroof: 1st row fixed laminated glass sunroof  
2nd Row Sunroof: fixed laminated glass 2nd row sunroof  
Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: smart device-as-key remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: heated steering wheel with power tilting, power telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: FM/HD with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Entertainment Centre: entertainment system with digital media  
Internet Access: internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps  
Auto-levelling Headlights: auto-leveling headlights

Auto-Dimming Headlights: auto high-beam headlights  
Front Wipers: variable intermittent wipers with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Door Curb/Courtesy Lights: 4 door curb/courtesy lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system with video recording  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: fixed front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Heated Rear Seat: heated rear seat

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: leatherette front and rear seat upholstery

Door Trim Insert: simulated suede door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leatherette steering wheel

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

**Prepared For:** City of South Pasadena

**Date** 06/20/2022  
**AE/AM** GH0/PND

**Unit #**

**Year** 2022 **Make** Tesla **Model** Model 3

**Series** Base 4dr Rear-Wheel Drive Sedan

**Vehicle Order Type** Ordered **Term** 60 **State** CA **Customer#** 547143

\$ 58,499.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 465.00	Other: (See Page 2)
\$ 12,998.50 *	Capitalized Price Reduction
\$ 1,332.35 *	Tax on Capitalized Price Reduction
\$ 6,970.00	Gain Applied From Prior Unit
\$ 714.43 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	Cadet
<b>Exterior Color</b>	(0 P) Solid Black
<b>Interior Color</b>	(0 I) Black w/Premium Seat Trim
<b>Lic. Plate Type</b>	Unknown
<b>GVWR</b>	0

<b>\$ 38,995.50</b>	Total Capitalized Amount (Delivered Price)
\$ 584.93	Depreciation Reserve @ <u>1.5000%</u>
\$ 197.15	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 782.08</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
 Commercial Automobile Liability Enrollment  
 Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 80.16 Sales Tax 10.2500% **State** CA

**\$ 862.24 Total Monthly Rental Including Additional Services**

\$ 3,899.70	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000  
 (Current market and vehicle conditions may also affect value of vehicle)  
 (Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of South Pasadena

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2544	C	\$ 8,559.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 8,559.00
<b>Aftermarket Equipment Total</b>		\$ 8,559.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 465.00
<b>Other Charges Total</b>		\$ 465.00

**VEHICLE INFORMATION:**

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US

Series ID: MODEL3SRP

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$46,990	\$46,990.00
Total Options	\$1,750.00	\$1,750.00
Destination Charge	\$1,200.00	\$1,200.00
<b>Total Price</b>	<b>\$49,940.00</b>	<b>\$49,940.00</b>

**SELECTED COLOR:**

Exterior: SOLB-(0 P) Solid Black  
 Interior: BLK-(0 I) Black w/Premium Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
BLK_02	(0 I) Black w/Premium Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
SOLB_02	(0 P) Solid Black	\$1,500.00	\$1,500.00
STDEN	Motor: AC Permanent Magnet	STD	STD
STDRD	Radio: Upgraded Audio System	STD	STD
STDST	Premium Heated Front Bucket Seats	STD	STD
STDTM	Premium Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: P235/45R18	STD	STD
STDWL	Wheels: 18" x 8.5" Aero	STD	STD

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: power open and close trunk  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Power Sunroof: 1st row fixed laminated glass sunroof  
2nd Row Sunroof: fixed laminated glass 2nd row sunroof  
Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel,)  
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: smart device-as-key remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: heated steering wheel with power tilting, power telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: FM/HD with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Entertainment Centre: entertainment system with digital media  
Internet Access: internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps  
Auto-levelling Headlights: auto-leveling headlights

Auto-Dimming Headlights: auto high-beam headlights  
Front Wipers: variable intermittent wipers with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Door Curb/Courtesy Lights: 4 door curb/courtesy lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system with video recording  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: fixed front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Heated Rear Seat: heated rear seat

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: leatherette front and rear seat upholstery

Door Trim Insert: simulated suede door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leatherette steering wheel

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine (electric)

Standard Transmission:

Transmission 1-speed automatic

**ATTACHMENT 11**  
Estimated Equity Lease Costs



### ESTIMATED EQUITY LEASE COSTS

VEHICLE	TERM	CAPITALIZED COST	AFTERMARKET COST FROM UNPLUGGED (INCLUDED IN CAPITALIZED COST)	25% CAPITALIZED PRICE REDUCTION (MONEY DOWN)	AVERAGE GAIN ON PRIOR FROM SELLING 20 CITY-OWNED VEHICLES	MONTHLY LEASE PAYMENT WITH TAX	QUANTITY	TOTAL MONTHLY COST x QTY	ANNUAL COST x QTY	TOTAL MONEY DOWN x QTY
2022 TESLA MODEL Y PATROL	60	\$109,764	\$40,874	\$25,814.75	\$6,970	\$1,700.80	9	\$15,307.20	\$183,686.40	\$232,332.75
2022 TESLA MODEL Y K9	60	\$112,356	\$43,466	\$26,462.75	\$6,970	\$1,743.21	1	\$1,743.21	\$20,918.52	\$26,462.75
2022 TESLA MODEL 3 DETECTIVE	60	\$56,264	\$6,324	\$12,439.75	\$6,970	\$825.67	9	\$7,431.03	\$89,172.36	\$111,957.75
2022 TESLA MODEL Y CADET	60	\$58,499	\$8,559	\$12,998.50	\$6,970	\$862.24	1	\$862.24	\$10,346.88	\$12,998.50
							20	<b>\$25,343.68</b>	<b>\$304,124.16</b>	<b>\$383,751.75</b>

YEAR 1 COST	\$687,876
YEAR 2 COST	\$304,124
YEAR 3 COST	\$304,124
YEAR 4 COST	\$304,124
YEAR 5 COST	<u>\$304,124</u>
	<b>\$1,904,373</b>

Estimated Wholesale Value at	Reduced Book Value at Term	Estimated Equity at	Estimated Equity x QTY
\$19,000.00	\$7,744.65	\$11,255.35	\$101,298.15
\$19,000.00	\$7,939.05	\$11,060.95	\$11,060.95
\$16,000.00	\$3,731.85	\$12,268.15	\$110,413.35
\$16,000.00	\$3,899.70	\$12,100.30	\$12,100.30

Estimated Equity at 60-Month Term (2027) **\$234,872.75**





# City Council Agenda Report

ITEM NO. 18

**DATE:** September 21, 2022  
**FROM:** Arminé Chaparyan, City Manager *Ae*  
**PREPARED BY:** Mary Jerejian, Management Analyst  
**SUBJECT:** Citywide Operational Status Update

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### Recommendation

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

### Background

The City's Strategic Plan for 2021-2026 highlight was adopted by City Council on December 15, 2021. The overarching goals within the Strategic Plan include:

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

In conjunction with the 2021-2026 Strategic Plan, the City Council adopted the 2022-2023 Fiscal Year Budget, which focuses on improved policies and procedures, re-establishing the City's Capital Improvement Program, re-sizing the organization in regard to recruitments, and continuous improvements in providing City services to the community.

Included in the Adopted Budget are Key Performance Indicators (KPIs) for each department that will quantify the City's accomplishments as a part of the 2022-2023 Fiscal Year.

The Strategic Plan, Fiscal Year 2022-2023 Budget, and Key Performance Indicators are the guiding documents to identify and prioritize City goals, projects, and dedicate resources to them.

Additionally, the City's Finance Ad Hoc Committee, was formed in September 2020 to review the fiscal year 2020-2021 budget, the Annual Comprehensive Finance Report (ACFR) for fiscal year 2018-2019, and the address concerns of oversight and management of the City's budget process under the purview of previous administration at City Hall. The Ad Hoc Committee submitted a report of their findings at the June 15, 2022 City Council meeting, and further discussed at the August 17, 2022 City Council meeting. One of the recommendations was to provide quarterly updates to the Finance Commission and City Council. The City has committed to quarterly updates and looks to implement monthly updates in early 2023.

During City Council's deliberation of the report, Council directed staff to review department policies across the board. This element will be included as part of all department assessments. Department assessments which are being conducted by third-party qualified consultants, will include analysis of:

1. Operations;
2. Staffing;
3. Resources;
4. Workload and Output; and
5. Policies

As a part of addressing concerns of oversight and management, the City Manager's Office will be presenting monthly operational updates such as this one to City Council. This report will include information on a variety of items such as updates from the City's Finance Department, status of department assessments, recruitments, and the update to the City's Strategic Plan.

### **Analysis**

To date, the City has completed approximately 25% of the Strategic Plan citywide, while over 55% of action items are currently in progress. There are currently 33 open recruitments citywide. In the month of August, 2022, one full-time position was filled, as well as eight part-time positions. The next quarterly Strategic Plan update will be brought to City Council on October 19, 2022 to show the most up-to-date and detailed project updates.

The first attachment to this staff report includes citywide updates regarding recruitments, department assessments, and other department specific updates on major projects and programs.

The Finance Department has an attachment specific to the department's updated Performance Measurements.

Departments across the City are currently undergoing department assessments. On the August 17, 2022 City Council Meeting, one of the pertinent discussions regarding citywide updates included the current status of department assessments. The graphs below provide information regarding each City department’s status on assessments and next steps. Updates regarding each department assessment is expanded on in more detail in Attachment 1 of this report.

Department	Assessment Status	Next Steps
Management Services <ul style="list-style-type: none"> <li>• City Clerk Assessment</li> <li>• Human Resources Assessment</li> <li>• Information Technology Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• City Clerk Assessment: Completed August 16, 2021.</li> <li>• Human Resources Assessment: In progress. Preliminary findings will be presented to the department next week.</li> <li>• Information Technology Assessment: In progress.</li> </ul>	<ul style="list-style-type: none"> <li>• City Clerk Assessment: Recommendations in progress with start of new Chief City Clerk.</li> <li>• Human Resources Assessment: Recommendations will be provided when assessment is complete.</li> <li>• Information Technology Assessments: Recommendations will be provided when assessment is complete.</li> </ul>
City Manager’s Office (Diversity Equity, Inclusion, and Belonging Assessment)	Completed June 30, 2021.	Implementing recommendations from the assessment are ongoing.
Finance Department	Not Commenced.	An assessment will be conducted after the hiring of a permanent Finance Director and Deputy Finance Director/Controller.
Community Services	In Progress.	The consultant will interview the City Manager and Deputy City Manager in September, 2022 along with the Community Services Director.
Community Development	Not initiated due to vacancies and existing workload in the department.	Staff anticipates soliciting a consultant in Fiscal Year 2023-2024.
Public Works	Completed October 2022.	Council approved re-organization of the department resulting in the creation of job classifications.
Police Department	In Progress.	The RFP was originally released in Spring 2022, and there was not enough competitive solicitation. An RFP will be released to solicit qualified consultants in September, October, 2022.
Fire Department	In Progress.	Currently drafting an RFP for release.

**Fiscal Impact**

There are costs associated with various elements referenced in the operational status updates within this report. Each department is responsible for paying for their respective assessments. All department assessments with their respective recommendations will be brought individually to City Council with fiscal impacts.

Attachments:

1. Citywide Updates Chart
2. Finance Department Performance Measurements
3. Key Performance Indicators from Fiscal Year 2022-2023 Adopted Budget

**ATTACHMENT 1**  
Citywide Updates Chart

**Community Development Department**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Housing Element, General Plan, and Downtown Specific Plan	<p>A 3<sup>rd</sup> draft of the Housing Element was released for public review and comment on September 8, 2022.</p> <p>The General Plan and Downtown Specific Plan are in progress.</p>	Staff will submit the revised draft to the California Department of Housing and Community Development (HCD).
Recruitments	There were 57 applications received for the Permit Counter Tech position, 19 applications received for the Community Improvement Coordinator position, and 22 applications received for the Deputy Community Development Director.	Currently in active recruitment process. Deputy Community Development Director offer has been accepted by a candidate who is currently in the background process. Senior Management Analyst position in housing is also beginning the background process.
Department Assessment	Not initiated due to vacancies in the department and existing workload.	Staff anticipates soliciting a consultant in Fiscal Year 2023-2024.

**Community Services Department**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Department Assessment	Assessment has launched and is in progress.	The consultant will interview the City Manager and Deputy City Manager in September, along with the Community Services Department Director. The consultant will conduct a focus group with the Community Services Commissioners on October 10, 2022, followed by the City Council interviews in mid-November.
Recruitments	There were 37 applications received for the Recreation Leader position in the Recreation Division, and 20 applications received for the Recreation Leader position in the Senior Center.	Currently in active recruitment process.
CivicPlus Software Updates	A staff report for City Council Approve will be placed on September 21, 2022, for the purchase of the Civic Plus Recreation Software.	Upon approval, the software will be developed to meet the department's needs; implementation and on-site training are expected to be completed by December 22, 2022, and go live on January 1, 2023, with Spring Class registration.
Policies and Procedures	In progress and to be reviewed by City Manager as well as the Department Assessment consultant.	Upon completion, the department will present to City Council on November 16, 2022.
Assessment of Existing Contracts with Facilities	Terms for the batting cages and tennis facilities are being negotiated in Closed Session tonight on September 21, 2022.	New contract agreements will be created once negotiations are completed and brought to the City Council for approval.
Co-Sponsorship Event Application and Process	In progress.	Department will present to the City Council on October 5, 2022. If approved, staff will work with non-profit organizations and community groups to comply with the new co-sponsorship policy and application process.

**City Manager’s Office**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Economic Development Strategy	The department is continuing to offer business ombudsman services to local businesses and share resources from local, state, and federal partners.	Staff is planning a second Business Networking event on October 12, 2022 and developing additional resources for local businesses. The City’s next edition of the Major Developments and Projects quarterly newsletter will be available at the event, and staff will present the City’s “Guide to Doing Business.”
City Mobile Application	Staff launched the City Mobile App at the September 7, 2022 City Council Meeting.	Staff will be continuing to conduct outreach to the public.
Strategic Plan Updates	Staff is continuously updating the progress of the City’s Strategic Plan.	Staff will present the next Strategic Plan quarterly update to City Council on the October 19, 2022 City Council meeting.
Communications Analysis	Staff completed a communications analysis August 2, 2022 to help determine the audience for Citywide communication efforts that highlight the City’s most effective communications tools.	Staff is going to work with all departments to provide citywide communication recommendations.
Diversity, Equity, Inclusion, and Belonging (DEIB) Assessment	Completed June 30, 2021 and all city staff has received DEIB training.	Recommendations from the assessment are ongoing including developing trainings programs focus on DEIB, updating hiring practices, define city culture and core values, updating Human Resources Policies and Procedures to ensure DEIB principles are incorporated, evaluating compensation for internal equity and market competitiveness, and identifying areas of further process updates and commit to incorporating DEIB in all processes.



**Finance Department**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Finance Policies and Procedures	Final Draft approved at the September 7, 2022 City Council meeting.	The 1 <sup>st</sup> reading of the ordinance will be presented to City Council at tonight’s City Council meeting of September 21, 2022.
Time Clock Plus (TCP) In-house Payroll Process	The department is in the process of finalizing in-person training for all City staff for the month of September, 2022.	Once dates are finalized, departments will be invited to training sessions to learn how to navigate the TCP system.
Bank Reconciliations	Bank reconciliation is in progress for June, 2022.	Temporary assistance is being used to expedite this process, and those candidates are currently in the background process.
Monthly Investment Reports	Current and on schedule.	The department will continue to provide timely submissions to the City Council.
Audit	The audit is set to begin on November 21, 2022. This is six months earlier than the last year.	The department will prepare all necessary year-end schedules for audit.
Staffing	The department will be using temporary staff for assistance with bank reconciliations and payroll conversion.	There are three potential temporary staff members going through the background process as of 9/12/22.
Recruitments	The City is conducting a national search through Peckham and McKenney, to hire a permanent Finance Director. Additionally, the City is conducting a recruitment for the reclassified position of Deputy Finance Director/Controller position.	Commence interview process once recruitments close.
Department Assessment	Not commenced.	After the hiring of the Finance Director and Deputy Finance Director/Controller position, an assessment will be conducted of the Finance Department.

**Fire Department**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Department Assessment	Staff is looking at sample RFP's and beginning to draft.	Draft RFP for release.
Recruitments	The department is in the process of filling 3 job classifications. There were 21 applications received for an Entry Level Firefighter/Paramedic position, 14 applications received for a Firefighter/Paramedic lateral position, and 4 applications received for a promotional Fire Engineer position.	Currently in active recruitment process.

**Library**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Library Special Tax	The question of extending the Library Special Tax will be put to the voters in November, 2022 as Measure LL.	Renewal for November 8, 2022 ballot.
Library Strategic Plan	The Library Strategic planning process for 2023-2027, has been underway since June. The Analysis and Engagement phase of the process is coming to a close. The consulting team has been on-site twice and gathered input from the community and from staff through an online survey and in-person sessions with staff, the public, and the Strategic Planning Advisory Committee.	The consulting team will lead the third phase of the process: Goal Setting and Visioning. They will refine and document the roles, mission, and goals for the library based on the information captured during the Analysis and Engagement phase of the process. A final Strategic Plan document will be delivered by the end of the calendar year.
Recruitments	There were 58 applications received for the department's 2 Librarian positions. Also in the process are recruitments for a part-time Clerk II (promotional) and for part-time Aides.	An offer has been extended to one candidate for an Adult and Digital Services Librarian position, and they are scheduled to start September 26, 2022.

**Management Services Department (Human Resources, City Clerk, and Information Technology)**

Action Item	Status	Next Steps
Recruitments	There were 37 applications received for the Chief City Clerk position and 59 applications received for the Management Services Director position.	After an extensive interview process, the new Chief City Clerk has joined the City as of September 12, 2022, and the new Management Services Director will be joining the City on September 26, 2022.
City Clerk Items	<p><u>Elections</u>: The division received 4 candidate applications. These included 4 applications for Councilmember District 4, 1 for Councilmember District 5, and 2 for the Treasurer seat. All candidates were qualified, and the candidate order was provided by the Secretary of State. Measure LL Impartial Analysis and Argument in Favor were received. All Candidate Designations and Statements; and Measure information was submitted to the County. Staff has approved the County Sample Booklets.</p> <p><u>Commissions</u>: 6 out of 8 vacancies were filled as September 13, 2022.</p> <p><u>Public Records Requests</u>: 274 requests have been received as of September 13, 2022.</p>	<p>Pending the outcome of the upcoming Election November 8, 2022. Candidate Handbooks are being prepared (currently in draft form). Preparation for the Mayor’s State of the City (first meeting in December) and Reorganization of the City Council (second meeting in December).</p> <p>Pending appointment of the Public Arts and Public Safety vacancies.</p> <p>39 are in progress of being processed as of September 13, 2022.</p>
City Clerk Assessment	Completed August 16, 2021.	Recommendations in progress with start of new Chief City Clerk. Recommendations include streamlining Agenda Management process, streamlining California Public Records Act request process, and prepared itemized and prioritized list of municipal corporate governance functions.

**Police Department**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Department Assessment	The department is currently in the process of going out for an RFP for the assessment.	The RFP was originally released in Spring, 2022, and there was not enough competitive solicitation. An RFP will be released to solicit qualified consultants to conduct the assessment.
Recruitments	The department is in the process of filling 4 job classifications. The Police Assistant Dispatcher position received 59 applications, 27 applications were received for 3 Police Cadet positions, 16 applications were received for 2 Police Officer positions, and 49 applications were received for a Police Officer Recruit position.	Currently in active recruitment process.

**Public Works Department**

<b>Action Item</b>	<b>Status</b>	<b>Next Steps</b>
Department Assessment	Completed October, 2022.	Council approved re-organization of department resulting in the creation of job classifications for Transportation Program Manager, two Management Analysts, and consolidation of one Deputy Public Works Director. On tonight's agenda, staff is requesting City Council's approval of the consolidation of two positions to one Facilities and Parks Supervisor position, and creation of a new Senior Maintenance Worker position in the division.
Recruitments	The department is currently in the process of filling 9 positions. There were 61 applications received for an Electrician Maintenance Worker position, and 138 applications received for 2 Management Analyst positions.	<p>Currently in active recruitment process.</p> <p>Positions for a Transportation Program Manager, Senior Water Production and Treatment Operator, Water Utility Worker II, and a Parks Maintenance Worker are pending City Council or Request Approval.</p> <p>2 candidates were extended an offer for the Management Analyst positions, and the department is pending responses as of September 13, 2022.</p>
Leaf Blower Ordinance	Community outreach and information is ongoing.	Implementation date is delayed to align with the availability of grants and community resources.
Electrification	Seeking direction from Council.	On tonight's agenda, Council will consider a combined item from the Public Works and Police Departments, providing direction on the implementation of public safety electric vehicles and the supporting electrical charging infrastructure at City Hall. Council will also consider a project to develop a solar and battery backup system adjacent to City Hall this evening.



**ATTACHMENT 2**  
Finance Department Performance Measurements



Finance Department Performances Measurements

<b>South Pasadena Finance Department</b>			
<b>PERFORMANCE MEASUREMENTS</b>			
Measurement	Unit of Measure	Type of Indicator	Status
<b>Accounting Management</b>			
Complete Bank Reconciliations by 20th Day of Month	%	Effectiveness	Working on June reconciliations.
Cash Bank Deposit 1x or 2x Per Week	%	Effectiveness	Current.
Electronic Bank Deposit Every Day	%	Effectiveness	Current.
Unmodified or "Clean" Audit Opinion Obtained for CAFR	Yes/No	Effectiveness	Audit scheduled for November 21, 2022.
Number of Audit Findings	#	Efficiency	Reduction of findings from seven to four.
Award Received for ACFR Reporting Excellence	Yes/No	Effectiveness	Application due January 1, 2023.
State Controller's Report Filed on timely basis (1/31)	Yes/No	Effectiveness	Will meet deadline.
Metro, Gas Tax Audits Completed on Schedule	Yes/No	Effectiveness	Due November 4, 2022.
Payroll tax quarterly reports timely filed for State (DE9/DE9C)/Federal (941)	%	Effectiveness	Will meet deadline.
<b>Financial Reporting to Decision Makers</b>			
Distribute Monthly GL Revenue/Expenditure Reports to departments by 15th of the month	%	Effectiveness	Monthly assignment.
Present Quarterly Financial Reports to City Council in October, May and August	Yes/No	Effectiveness	Agendized for Oct 5, 2022, Feb 1, 2022, and May 3, 2023.
Present Midyear Report to City Council in February	Yes/No	Effectiveness	Successfully completed March 2022.
Include 5-Year General Fund Financial Projection in Midyear Report	Yes/No	Effectiveness	Successfully completed March 2022.

Finance Department Performances Measurements

Treasury Management			
Present City Treasurer's Monthly Investment Report to City Council every month	%	Effectiveness	Current.
Present City's Investment Policy to City Council in November 2022	Yes/No	Effectiveness	To be agendized for November 16, 2022
Average Portfolio Par Balance	\$	Workload	Included in Investment Report
Variance Between City Portfolio and LAIF Book Rates of Return <i>City Higher or (City Lower)</i>	%	Effectiveness	Included in Investment Report
Budgetary Management			
Adopt Annual Budget in June	Yes/No	Efficiency	Budget Calendar for FY 22-23 to come out in December.
Include 5-Year General Fund Financial Projection in Proposed and Adopted Annual Budget	Yes/No	Effectiveness	Successfully completed June 2022.
Information Technology			
Complete Implementation of TCP Third-Party Electronic Timecard System by November 30, 2022	Narrative	Effectiveness	In Process.
Attendance at Springbrook Annual Conference by 2 Department Employees Each Year	Yes/No	Efficiency	Planned for 2022-23.
Contracts and Purchase Orders Management			
Electronic Encumbrances Established for All Contracts and Purchase Order Having Value Greater than current policy limit	Yes/No	Efficiency	Already implemented.
Payroll Management			
Annual Covered Payroll *	\$	Workload	Stated in budget.
Distribute W2s per IRS guidelines	Yes/No	Effectiveness	Successfully completed in 2022

Finance Department Performances Measurements

Accounts Payable			
Complete Warrant Register With Inclusion of All Properly Prepared Payment Requests	%	Effectiveness	Bi-monthly task.
Business Licensing			
Number of Licensing Accounts	#	Workload	To be stated in budget.
Percentage of Licensing Accounts Paid Electronically	%	Efficiency	To be stated in budget.
Utility Billing			
Number of Water Accounts	#	Workload	To be stated in budget.
Percentage of Water Accounts Paid Electronically	%	Efficiency	To be stated in budget.

\* = Detailed in Annual Budget

**ATTACHMENT 3**  
Key Performance Indicators from Fiscal Year 2022-  
2023 Adopted Budget

## Key Performance Indicators

The City Manager's Team is focused on improving the quality of life for residents, businesses and employees. With the move of Economic Development to the City Manager's Office, the City Manager's team is redefining community outreach and engagement, business support and service. A commitment to Strategic Plan goals and active legislative efforts ensure furthering the community's priorities while protecting and preserving quality of life in South Pasadena.

### Public Engagement/ Community Outreach

Establish and implement a targeted Community Outreach Program, including:

- 150-300 photos of the City, and Departments for marketing and documents by FY2022
- 1,000 new followers across social media by the end of FY2022
- 5,000 Neighborhood Pulse subscribers by FY2022
- Explore creation of a City app for civic engagement, service requests and programming
- Create a new City website that is user-friendly, current and well-maintained
- Strategic Plan Quarterly Updates
- Track communications outreach by assessing tools used to conduct outreach, tracking spending on such tools, and sharing impact and metric reports to City Council

### Economic Development

Develop and launch and Economic Development program:

- Business Concierge Service Program, including business visits and business review sessions with interdepartmental Economic Development Team
- Create a 'Guide to Doing Business in South Pasadena'
- Branding and marketing plan
- Host two business networking events in 2022

### Establish and Prioritize Healthy Workplace Culture

- Establish Citywide internship and professional shadowing programs
- Host quarterly Mid Manager's Meetings
- Plan and Host City Open House Event

## Key Performance Indicators

The Management Services Department oversees the Human Resources and Risk Management Division, the City Clerk's Office, and Information Services. The department is focused on effectively centralizing management of citywide grants and contracts, establishing and implementing the Grants Manual and Policy Document, hosting monthly grant meetings with all Departments to ensure compliance and provide training, providing secure and reliable technological infrastructure for the City by completing and implementing initiatives in the Technology Master Plan, and updating administrative policies.

### City Clerk's Office

#### Enhancing Customer Service through Innovation

- Continue to update and improve the City Clerk's webpage to provide quick access of information and accountability insuring public transparency on a quarterly basis, or as necessary changes to content arises
- Host and Record 2 trainings for Staff for Agenda Process
- Host and Record 2 onboarding trainings for appointed elected officials, including Commissioners and Staff Liaisons
- Host Commissioner Congress
- Continue to provide exemplary customer service, keeping in mind the diverse population we serve

#### 2022 General Municipal Election

- Successfully coordinate with the County for the City General Municipal Election in November

#### Utilize Records Management Systems to Account for and Maintain Citywide Records

- Implement City's Records Retention schedule and host 2 trainings for staff
- Host Quarterly Records Clean Up Day, citywide, to include review of physical and electronic records
- Track and report on Public Records Act (PRA) Requests to the City Council on a monthly basis

### Human Resources and Risk Management

#### Organizational Culture

- Update Personnel Policies, Rules & Regulations
- Building an Employer brand to attract and retain top caliber candidates
- Develop organizational culture framework
- Enhance diversity, equity and inclusion (DEI) initiatives

#### Employee Experience (EX)

## Key Performance Indicators

At the Finance Department, we strive to work efficiently and effectively. In the past few years we have launched various projects that will be in full effect this year.

### Workflows

In Fiscal Year 2021-2022, the Accounts Payable and Receivable functions became completely digital via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. It also falls in line with the City's environmental strategies by reducing the amount of paper used.

### Payroll

The Finance department has taken on the magnanimous task of in-house payroll. This allows staff to have more autonomy over their payroll. We endeavor to make this process more efficient, therefore time and attendance procedures are currently being developed. In FY 2022-2033, our goal is to successfully launch the Time and Attendance portion of payroll utilizing Time Clock Plus.

### Records

Finance converted document retention procedures to a digital format. In previous years, all documents were only paper copies. We have invested time into scanning and converting documents to a digital platform in order to have quicker access. This allows the department and the City to respond to inquiries quicker in the future. We continue to change all paper documents into a digital and/fillable form to continue these procedures.

### Enterprise Resource Planning Upgrade

Finance currently utilizes a software called Springbrook for its accounting needs and resources. This year we plan to take this software to new heights by enrolling in the Cloud-based system. This will allow the department to generate new reports and improved reports. As well as adding a layer of security to our financial data in the event of a natural disasters.

### Bank Reconciliation

Bank reconciliations shall be completed 30 days after the previous month end and no later than 45 days.

### Annual Audit and ACFR

The audit shall commence in November with the completion of the audit no later than January of the following year. The Annual Comprehensive Financial Report (ACFR) shall be completed and submitted to City Council in March following the prior fiscal year.

## Key Performance Indicators

The South Pasadena Police Department meets the needs of the community by providing professional services to safe guard the city in crime prevention. Community outreach is accomplished by active patrols, educational programs, and social media through the City's website. The Key Performance Indicators (KPI) for the department demonstrate the need to quantify its information in a concise and articulate manner.

### Computer Aided Dispatch and Record Management System (CAD/RMS)

- On March 22, 2022, the Motorola Flex System went into effect to bring the South Pasadena Police Department into 21<sup>st</sup> century of law enforcement
- The system incorporates a new Geographical Information System (GIS) that decreases the officer response time from time of dispatch
- The CAD decreases response time to 911 calls for service
- All calls for service can be tracked in a detailed report as to the initiation of a call, time of response, and length of duration. This information can be tabulated in an annual report to the City Council
- The Records Management System capabilities unite several departments, patrol, detectives, and records division into a simultaneous report flow limiting human input errors
- The increase in information capture enhances the departments efficiency and provides an increase in details on a monthly basis

### The South Pasadena Police Departments Assessment of 2022

- The Request for Proposals have been completed and the selection process has begun
- The chosen firm will evaluate the separate bureaus of patrol, detectives, dispatch, traffic, records, and administration to examine work flow of each bureau and provide input to increase efficiency to the department as a whole

### Racial and Identity Profiling Advisory (RIPA) AB 953

- The South Pasadena Police Department RIPA statistics began compilation on January 1, 2022, and submitted to the Department of Justice in April, 2023
- The RIPA statistics shall include:
  - Stop Data Demographics
  - Calls for Service
  - Actions Taken During Stop by Officers
  - Result of Stop
  - Tests for Racial/Ethnic Disparities
  - Use of Force Analysis
  - Report-Specific Analyses

### Enhanced Community Needs Outreach Via Mobile Crisis Outreach Unit

- Increase City's outreach efforts with a contracted partner
- Provide dedicated response to individuals experiencing mental health crises
- Track and report data regarding number of referrals for mental health and addiction treatment, along with placements aimed towards permanent housing for those experiencing homelessness



## Key Performance Indicators

The Public Works Department is committed to improving public engagement and community access to project and program information in Fiscal Year 2022-2023. In addition to completing a department reorganization and recruitment of critical positions, Public Works will implement quarterly newsletters and website project updates to communicate its many endeavors to City stakeholders.

### Public Works Administration & Engineering

- Fulfillment of up to 2,000 service requests annually.
- Process 500 permits for encroachment, excavation, tree replacement, etc.

### Water & Sewer Infrastructure

- Produce sufficient water for South Pasadena, approximately 4,000 acre-feet annually.
- Replace 50-100 meters, 10-12 fire hydrants, and 5-8 water service lines annually.
- Remove and replace up to 1,000 linear feet (LF) of water main pipelines.
- Collect 6,200 meter readings monthly.
- Perform at least 10 area leak detection inspections to identify and repair leaks
- Monthly sewer inspection and maintenance program.

### Street & Sidewalk Maintenance

- Track repair and replacement of City sidewalks, curbs, and gutters.
- Track repair of street potholes.
- Track replacement of damaged asphalt.

### Street/Median Trees & Parks Maintenance

- Plant 80-100 trees annually.
- Increase outreach and education programs regarding landscape & trees maintenance to quarterly.

### Facilities & Street Lights

- LED light conversion for up to 50 street, park, and field lights annually.

### Environmental Programs & Sustainability

- Increase water conservation rebate programs utilization by 25%.
- Provide 3 demonstrations and 2 citywide utility bill inserts/mailings promoting electric leaf blowers.
- Explore hosting quarterly eco-events focused on water conservation and landscaping.

## Key Performance Indicators

The Library's main focus early in the 2022-2023 fiscal year is to complete its 5-year strategic planning process and to engage in education and outreach in support of the Library Special Tax measure that will be on the ballot in November, including the publication of a new library information brochure.

If the budget request for a full-time support services librarian is approved, the department will engage in a reorganization of roles and responsibilities in the Support Services division, and in documenting and revising the division's policies, procedures and workflows.

Special projects for 2022-2023 include replacing the Library Patio tables and benches, launching a laptop lending kiosk, implementing a materials acquisitions module in the Integrated Library System (ILS), and launching the Library of Things lending program.

### Outreach

- Add 500 people to the Library's e-newsletter recipient list
- Conduct 15 SPUSD and private school class visits at the start of the school year

### Operations

- Review and revise 4 administrative policies
- Add 4,500 new items to the collection
- Rent the Community Room 20 times annually

### Programs & Services

- Exceed 12,000 visitors per month on average
- Lend 20,000 items per month on average
- Present at least 8 programs for adults, such as book discussions, author talks, hands-on crafting, concerts, and films
- Exceed program attendance of 4,000 individuals annually

## Key Performance Indicators

The Community Services Department is responsible for providing the community with recreational, cultural, and social programs for people of all ages in a safe and well-maintained facility. The department has three divisions comprising Senior, Recreation, and Transit Divisions. We facilitate special events, leisure classes, and senior services including lifelong learning, Dial-A-Ride and Nutrition Program, facility and gazebo reservations, after school and summer camps, and more. The Community Services Department builds a strong sense of community to improve the quality of life for all residents.

### Administration

- Work with Recreation Leased Facilities Ad-Hoc Committee to review contract management of lease agreements
- Construction of Berkshire and Grevelia pocket parks

### Recreation

- Improve Camp Med and Special Events outreach by establishing a quarterly newsletter between the Recreation Division and school district
- Redesign and update the indoor and outdoor facilities pamphlet as well as the park, walking paths, and trail pamphlet
- Increase afterschool and summer enrollment by 10%
- Add 2 additional staff trainings with at least one focused on behavior management in childcare settings
- Increase Park and Facility Rentals by 10%
- Increase participation in contract classes by 20%

### Senior Services

- Increase social media followers by 5%
- Increase Senior Services Constant Contact subscribers by 10%
- Increase meals served on-site and to homebound seniors by 5%
- Increase Senior Center Memberships by 5%
- Re-introduce senior excursions and host 12 trips
- Host a Health & Wellness Fair by partnering with 45 vendors to increase awareness of aging matters and services

### Transit Division

- Establish a referral program to increase ridership
- Reinstate group trips and plan two outings per month
- Have on-time performance of 80% or higher for the fiscal year
- Procurement of one new Plug-in Electric Vehicle to replace one CNG fleet

## Key Performance Indicators

The Community Development Department strives to provide excellent customer service by efficiently managing workload and thereby reducing processing times, building plan check approvals and permit issuance.

### Administration

Encourage interdepartmental collaboration to improve entitlement applications and public information regarding development projects; continue to improve department processes

- Assist City Manager's Office (CMO) with major developments quarterly newsletter
- Conduct six (to be held every other month) interdepartmental development projects coordination meetings

### Planning & Building

Reduce processing time for discretionary applications and building plan check by securing an electronic permitting system.

- Process 25 discretionary applications (PC, CHC, DRB)
- Process 50 administrative (by-right) applications

### Code Enforcement

Respond to resident complaints by investigating, opening cases, and closing cases. Reduce closure rates.

- Ensure complaint is investigated within four days of receiving complaint
- Follow up on open cases within one month
- Provide quarterly reports to City Council on code enforcement activity

### Film & Art

Process film applications efficiently while eliminating impacts to residents and neighborhoods.

- Minimum film permits: 175
- Develop a public art policy
- Provide quarterly reports to City Council on film activity

### Housing

Obtain certification from HCD on the 6<sup>th</sup> Cycle Housing Element 2021-2029 and conduct community outreach efforts related to the housing programs implementation.

- Conduct housing informational workshops or study sessions: 4

## Key Performance Indicators

### UNITS OF MEASURE

This is the most basic unit of measurement. Includes raw sources of data that measure productivity. Includes both inputs (number of requests, cases, applications, complaints, referrals received); and outputs (number of requests, cases, applications, complaints, referrals closed).

#### Total Response Time

- Fires
- EMS

#### Turnout Times

- Fires
- EMS

#### Number of Emergency Calls

- Fires
- EMS
- Service

#### Number of EMS Transports

#### Number of Mutual/Automatic Aid Responses

- Given
- Received

#### Number of Fire Prevention Inspections

- Company Field
- Mandated Occupancy Inspections
- Certificate of Occupancy (COO)/ New Business
- Brush Clearance

#### Number of Plan Checks

- Fire Sprinkler
- Fire Alarm
- Building

#### Training Hours

#### Leave Usage

- Sick
- Comp
- Worker's Comp/ IOD hours