

CITY OF SOUTH PASADENA CITY COUNCIL

<u>AGENDA</u>

SPECIAL MEETING CLOSED SESSION

WEDNESDAY, MARCH 1, 2023 5:30 P.M.

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

Public Comment regarding items on the Closed Session Meeting agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council may 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 Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Via Zoom Meeting ID: 226 442 7248
- Written Public Comment written comment must be submitted by <u>12:00 p.m</u>. the day of the meeting
- 1. Go to the Zoom website, <u>https://zoom.us/join</u> and enter the Zoom Meeting information; or
- 2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemIoTms0RTIVUT09 or
- 3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above and Passcode when prompted.

CALL TO ORDER:	Mayor	Jon Primuth
ROLL CALL:	Mayor Mayor Pro Tem Councilmember Councilmember Councilmember	Jon Primuth Evelyn G. Zneimer Jack Donovan Michael A. Cacciotti Janet Braun

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

- A. <u>CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION</u> (Government Code Section 54956.9(d)(1))
 - 1. City of South Pasadena, et al. vs California Department of Transportation, et al. (LASC Case No. 21STCP01779)
 - 2. Travelers Ins. v. So. Pasadena (LASC Case No. 22STCV22759)

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

- Property Address: 660 Stoney Drive Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: Arthur Becerra, South Pasadena Batting Cages, LLC Under Negotiation: Price and Terms
- Property Address: 308 San Pascual Avenue Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: Anthony Vargas and Daisy Maldonado Under Negotiation: Lease Terms
- C. <u>CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (EXPOSURE)</u> Government Code Section 54956.9(d)(2) Number of Potential Cases: 1
- D. <u>CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (CITY INITIATING)</u> Government Code Section 54956.9(d)(4) Number of Potential Cases: 1

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on *March 1, 2023*, 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.

02/23/2023	/S/	
Date	Mark Perez, Deputy City Clerk	



CITY OF SOUTH PASADENA CITY COUNCIL

AGENDA

REGULAR MEETING WEDNESDAY, MARCH 1, 2023, AT 7:00 P.M.

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

The Meeting will be available:

- In Person Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website -
- <u>http://www.spectrumstream.com/streaming/south_pasadena/live.cfm</u>
- Via Zoom Webinar ID: 825 9999 2830

To maximize public safety while still maintaining transparency and public access, members of the public may 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 listed above.

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

PUBLIC COMMENT GUIDELINES The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed. You may participate by <u>one</u> of the following options: Option 1: Participate in-person at the City Council Chambers located at 1424 Mission Street, South Pasadena, CA 91030.

Option 2:

Participate via Zoom.

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

Option 3:

Email public comment to <u>ccpubliccomment@southpasadenaca.gov</u>.

Public Comments received in writing <u>will not be read aloud at the meeting</u>, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

1) Name (optional), and

2) Agenda item you are submitting public comment on.

3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

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

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

PRESENTATION

3. PRESENTATION RECOGNIZING THE MONTEREY PARK INCIDENT FIRST RESPONDERS

4. <u>MERCHANT MINUTE – MISSION WINES</u> Coronado Romero

5. <u>PRESENTATION OF A PROCLAMATION DECLARING MARCH 7, 2023 AS "ARBOR DAY"</u> <u>IN THE CITY OF SOUTH PASADENA</u>

6. <u>PRESENTATION OF A PROCLAMATION FOR THE CITY OF SOUTH PASADENA'S 135TH</u> <u>BIRTHDAY</u>

CHANGES TO THE AGENDA

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

CONSENT CALENDAR

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

8. <u>APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$27,859.18; GENERAL</u> <u>CITY WARRANTS IN THE AMOUNT OF \$318,612.63; VOIDS IN THE AMOUNT OF</u> (\$2,935.00); ONLINE PAYMENTS IN THE AMOUNT OF \$125,917.50; PAYROLL IN <u>THE AMOUNT OF \$638,533.32</u>

<u>Recommendation</u> It is recommended that the City Council approve the Warrants as presented.

9. <u>APPROVAL OF FINANCE DIRECTOR SALARY SCHEDULE ADJUSTMENT AND</u> <u>RESOLUTION FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$25,747</u>

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A SALARY RANGE ADJUSTMENT FOR THE FINANCE DIRECTOR POSITION

<u>Recommendation</u> It is recommended that the City Council:

- 1. Approve a salary schedule adjustment for the Finance Director classification;
- 2. Approve a resolution to make the adjustment for the salary schedule; and
- 3. Appropriate \$25,747 to Finance Department Salaries Permanent Account 7000 from General Fund Reserves and Water and Sewer Fund balances.

10. <u>APPROVAL OF A PARTNERSHIP WITH THE SOUTH PASADENA CHINESE</u> <u>AMERICAN CLUB TO HOST THE ANNUAL ASIAN AMERICAN PACIFIC ISLANDER</u> <u>HERITAGE EVENT</u>

Recommendation

It is It is recommended that the City Council approve a partnership with the South Pasadena Chinese American Club (SPCC) to host the Annual Asian American Pacific Islander (AAPI) Heritage event.

11. ADOPTION OF A RESOLUTION APPROVING UPDATED JOB DESCRIPTIONS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING UPDATED JOB DESCRIPTIONS

Recommendation

It is recommended that the City Council adopt a resolution to approve revised Job Descriptions to ten Classifications.

12. <u>APPROVAL OF A TASK ORDER WITH ANNEALTA GROUP FOR STREET IMPROVEMENT</u> <u>PROGRAM AND PROJECT MANAGEMENT</u>

Recommendation

It is recommended that the City Council:

- Authorize the City Manager to execute a Task Order under an existing Master On--Call Professional Services Agreement with Annealta Group (Consultant) to facilitate the project delivery of multiple street improvement projects and develop a 5-year comprehensive and focused Street Improvement Program. The Task Order is in the amount of Seventy-Two Thousand and Four Hundred Thirty-Five Dollars (\$72,435), including a \$65,850.00 fee, based on the rates in the Approved Fee Schedule in Annealta's Master Agreement, and a 10% contingency of \$6,585;
- Authorize an appropriation of \$72,435 from the City's available Measure M Local Return to Public Works Measure M Professional Services Expenditure Account No. 236-6010-6011-8170-000 for this work and reduce Street Repairs – 2023 appropriations by \$72,435, Expenditure Account No. 236-9000-9203-9203-003; and
- 3. Authorize the City Manager to execute all related documents on behalf of the City.

13. <u>ADOPTION OF A RESOLUTION MAKING APPOINTMENTS TO THE METRO GOLD LINE</u> FOOTHILL EXTENSION CONSTRUCTION AUTHORITY BOARD OF DIRECTORS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING SPECIFIC REPRESENTATIVES TO THE METRO GOLD LINE FOOTHILL CONSTRUCTION AUTHORITY

Recommendation

It is recommended that the City Council adopt a resolution appointing the following to the Los Angeles County Metropolitan Transportation Authority (Metro) Gold Line Foothill Extension Construction Authority (Construction Authority) Board of Directors as follows:

- 1. City of Glendora Councilmember Mendell Thompson Voting Board Member for a term of two years ending March 1, 2025;
- 2. City of Ontario Mayor Paul Leon Alternate for Voting Board Member for a term of two years ending March 1, 2025; and
- 3. Daniel Evans for reappointment as a Non-Voting Board Member for a term of four years ending March 1, 2027.

14. <u>APPROVAL OF MAYOR'S LIST OF CITY COUNCIL LIAISON AND REGIONAL GROUP</u> <u>APPOINTMENTS</u>

Recommendation

It is recommended that the City Council approve the Mayor's list of City Council Liaison and Regional Group Appointments to various commissions, boards, and committees.

INFORMATIONAL REPORT

15. INFORMATIONAL UPDATE OF THE POLICE DEPARTMENT'S ELECTRIC VEHICLE TRANSITION PROJECT

Recommendation

It is recommended that the City Council receive an update on the status of the Police Department's electric vehicle transition project.

PUBLIC COMMENT – CONTINUED

16. <u>CONTINUED PUBLIC COMMENT – GENERAL</u>

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

COMMUNICATIONS

17. COUNCILMEMBER COMMUNICATIONS

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

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

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

March 15, 2023	Regular City Council Meeting	7:00 p.m.
April 5, 2023	Canceled due to Spring Break	7:00 p.m.
April 19, 2023	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 viewing on the City's website: www.southpasadenaca.gov/CityCouncilMeetings2023

Regular meetings are live streamed via the internet at: http://www.spectrumstream.com/streaming/south pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on *March 1, 2023*, 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.

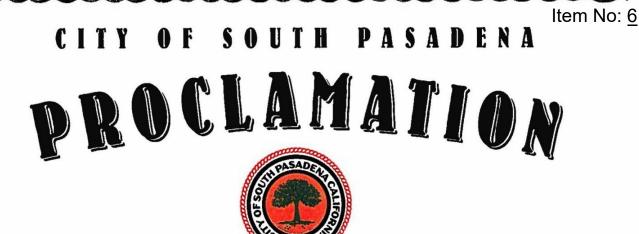
02/23/2023	/S/
Date	Mark Perez, Deputy City Clerk

city of south pasadena Item No. 5 proclamation



Declaring March 7, 2023 as "Arbor Day" in the City of South Pasadena

WHEREAS,	in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and	
WHEREAS,	this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and	
WHEREAS,	trees reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and	
WHEREAS,	trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and	
WHEREAS,	the City of South Pasadena has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree- planting practices.	
NOW, THERI	EFORE, I, John Primuth, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim March 7, 2023 as a celebration of Arbor Day and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.	
	<u>March 1, 2023</u> Jon Primuth, Mayor Date 5 - 1	



Declaring March 2, 2023 as "The 135th Birthday Celebration" in the City of South Pasadena

WHEREAS, the City of South Pasadena was a part of the San Gabriel – Orange Grover Association in early 1874 and in 1875, stockholders of the association voted to name their town Pasadena; and

- WHEREAS, residents living in the southern portion of Pasadena considered themselves South Pasadenans and in February of 1888, voted to control their own territory; and
- WHEREAS, on March 2, 1888, South Pasadena officially incorporated with a population of slightly over 500, with the same boundaries today as those boundaries established in 1889; and
- WHEREAS, very few cities in California are better recognized for the quality of its small-town atmosphere and rich legacy of intact late 19th and early 20th century neighborhoods and residences; and
- WHEREAS, in 1888, South Pasadena incorporated the southern portion of the Indiana Colony and land south and eastward to the Los Angeles border, becoming the sixth municipality in Los Angeles County; and
- WHEREAS, the City of South Pasadena today is now certainly one of the best preserved cities, maintaining a small-town quality and humanity in the scale of its buildings, its residential streetscapes and historic commercial one; and
- WHEREAS, our entire community benefits from the history, culture, character, and quality of life offered by the City of South Pasadena.

NOW, THEREFORE, BE IT RESOLVED, I, Jon Primuth, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare March 2, 2023 as "The 135th Birthday Celebration" in the City of South Pasadena and encourage everyone to participate in this very worthwhile event.

Mayor, Jon Primuth

Date

6 - 1



DATE:	March 1, 2023
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	Hsiulee Tran, Deputy Finance Director
SUBJECT:	Approval of Prepaid Warrants in the Amount of \$27,859.18; General City Warrants in the Amount of \$318,612.63; Voids in the Amount of (\$2,935.00); Online Payments in the Amount of \$125,917.50; Payroll in the Amount of \$638,533.32

Recommendation

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

Fiscal Impact

Prepaid Warrants:	
Warrant # 316015-316019	\$ 9,694.15
ACH	\$ 18,165.03
Voids	\$ 0
General City Warrants:	
Warrant # 316020-316077	\$ 147,142.02
ACH	\$ 171,470.61
Voids	\$ (2,935.00)
Payroll Period Ending: 02/17/2023	\$ 638,533.32
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	\$ 125,917.50
Prepaid Warrants	\$ 0
General City Warrants	\$ 0
Total	\$ 1,107,987.63

Approval of Warrants March 1, 2023 Page 2 of 3

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Key Performance Indicators

This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2022-2023 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

Explanation of Terms

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

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

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

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

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

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

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

Approval of Warrants March 1, 2023 Page 3 of 3

Attachments:

- 1. Warrant Summary
- Prepaid Warrant List
 General City Warrant List
 Online Payments
- 5. Voids
- 6. Payroll

ATTACHMENT 1 Warrant Summary

Demand/Warrant Register	Fund No.	Date	3/1/2023 Amounts
Recap by fund	Fund No.	Prepaid	Written
General Fund	101	10,363.37	243,935.13
nsurance Fund	103	-	· -
treet Improvement Program	104	-	-
acilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	190.00
ocal Transit Return "A"	205	-	-
ocal Transit Return "C"	207	-	1,841.51
EA/Metro	208	-	-
sewer Fund	210	-	110.81
TC Traffic Improvement	211	-	-
ogan HR5294 Grant	214	-	-
treet Lighting Fund	215	894.70	-
ublic, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
usiness Improvement Tax	220	-	-
old Line Mitigation Fund	223	-	-
lission Meridian Public Garage	226	-	-
lousing Authority Fund	228	-	-
tate Gas Tax	230	3,164.37	33.67
ounty Park Bond Fund	232	-	1,396.88
leasure R	233	-	-
leasure M	236	-	-
load Maint & Rehab (SB1)	237	-	-
ISRC Grant Fund	238	-	-
leasure W	239	-	5,227.69
leasure H	241	-	-
rop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
TA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
DBG	260	-	-
sset Forfeiture	270	-	-
Police Grants - State	272	-	-
Iomeland Security Grant	274	-	-
Park Impact Fees	275	-	-
listoric Preservation Grant	276	-	-
ISIP Grant	277	-	-
rroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Vater Fund	500	791.80	65,876.94
Vater Efficiency Fund	503	-	-
016 Water Revenue Bonds Fund	505	-	-
RF Loan - Water	506	-	-
Vater & Sewer Impact Fee	510	-	-
ublic Financing Authority	550	-	-
ayroll Clearing Fund	700	12,644.94	-
	<u> </u>	07.050.40	-
	Column Totals:	27,859.18	318,612.63
ecap by fund	Fund No.		Amounts
RSA	227	Prepaid -	Written -
RSA	Report Totals:	-	
		_	346 471 81
	City Report Totals:	-	346,471.8
	Payroll Period Ending: 02/17/2023 Wire Transfer Out - To LAIF		638,533.32
Wire Transfer In - From LAIF Wire Transfer - RSA Wire Transfer Out - To Acct. # 2413		-	
		-	
	Wire Transfer Out -		-
	Online Payments		- 125,917.50
	5		-
	Voids - Prepaid Voids - General Warrant		- (2,935.00
Grand Report Total:		_	

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

Mark Perez, Deputy City Clerk

ATTACHMENT 2 Prepaid Warrant List

Accounts Payable

Check Detail

User: ealvarez Printed: 02/21/2023 - 3:33PM



Check Number Check Date	Amount
CSD3014 - Ca. State Disbursement Unit	
316015 02/13/2023 Inv PR 02/03/2023	
Line Item Date Line Item Description	
02/13/2023 Garnishment Case # FAMSS-1406906	814.15
Inv PR 02/03/2023 Total	814.15
316015 Total:	814.15
CSD3014 - Ca. State Disbursement Unit Total:	814.15
VRMZ7000 - Munoz, Valerie 316016 02/13/2023	
Inv PR 02/03/2023	
Line Item DateLine Item Description02/13/2023Garnishment	750.00
Inv PR 02/03/2023 Total	750.00
316016 Total:	750.00
VRMZ7000 - Munoz, Valerie Total:	750.00
REPNGO - Repair N Go Inc. 316017 02/13/2023	
Inv 559	
Line Item DateLine Item Description01/19/2023Emergency Service for Storage Yard Gate Punch Code	1,800.00
Inv 559 Total	1,800.00
316017 Total:	1,800.00
REPNGO - Repair N Go Inc. Total:	1,800.00
BT4U8180 - Revolution Foods, PBC	

BT4U8180 - Revolution Foods, PBC

316018 02/13/2023

Inv 0722-3319		
Line Item DateLine Item Descripti02/08/2023Meals for Onsite and	<u>on</u> 1d Home Delivery: July 2022	2,530.00
Inv 0722-3319 Total		2,530.00
316018 Total:		2,530.00
BT4U8180 - Revolution Foods, PBC Total:		2,530.00
SOU5435 - S.P. Police Officers Association 7 0 02/13/2023	00-0000-0000-2246-000	
Inv January 2023		
Line Item DateLine Item Descripti02/08/2023SPPOA Union Due02/08/2023SPPOA Union Insu		3,872.45 2,309.26
Inv January 2023 Total		6,181.71
0 Total:		6,181.71
SOU5435 - S.P. Police Officers Association To	otal:	6,181.71
SOU5451 - S.P. Public Service Employees As 0 02/13/2023 Inv January 2023	sociation 700-0000-0000-2248-000	
Line Item DateLine Item Descripti02/08/2023Public Service Emp	<u>on</u> oloyees Union Dues January 2023	1,440.00
Inv January 2023 Total		1,440.00
0 Total:		1,440.00
SOU5451 - S.P. Public Service Employees As	sociation Total:	1,440.00
CEAP7000 - S.P. Public Service Employees A 0 02/13/2023 Inv January 2023	ssociation-PT 700-0000-0000-2249-000	
Line Item DateLine Item Descripti02/08/2023Part Time Union D		200.00
Inv January 2023 Total		200.00
0 Total:		200.00
CEAP7000 - S.P. Public Service Employees A	ssociation-PT Total:	200.00
AP-Check Detail (2/21/2023 - 3:33 PM)		Page 2

Amount

- I 0	2/13/2023	
Inv January 20	123	
Line Item Date	Line Item Description	
02/08/2023	Fire Rec Fees - January 2023	90.0
02/08/2023	Fire Union Insurance - January 2023	177.4
02/08/2023	Fire Union Dues - January 2023	1,925.0
Inv January 2023	Total	2,192.4
0 77 4 1		2 102 4
0 Total:		2,192.4
OU5230 - S.P.Firefig	hters L-3657 Total:	2,192.4
SDV2018 - Sandoval	Sheila 2/13/2023	
Inv PR 02/03/		
	Ling Itom Description	
Line Item Date 02/13/2023	Line Item Description Garnishment	956.0
02/13/2023	Garnishment	110.6
Inv PR 02/03/202	3 Total	1,066.6
0 Total:		1,066.6
o iotai.		1,000.0
SDV2018 - Sandoval	, Sheila Total:	1,066.6
	William 101-8030-8021-8267-000	
o /= /	2/13/2023	
Inv 9471		
Line Item Date	Line Item Description	
12/23/2023	Re-Issue Instructor Payment Issued 01/18/2023	136.0
Inv 9471 Total		136.0
Inv 9474		
Line Item Date	Line Item Description	
12/23/2023	Re-Issue Instructor Payment Issued 01/18/2023	296.0
Inv 9474 Total		296.0
0 Total:		432.0
	W/III (T-4-1-	432.0
WLST8267 - Shuttic,	william lotai:	452.0

Inv 14303006		
Line Item Date 10/04/2022	Line Item Description Supplies for Public: Works Keyless Door Opener	60.63
Inv 14303006 Total		60.63
Inv 14303010		
Line Item Date 10/05/2022	Line Item Description Supplies for Public Works Vehicles	486.69
Inv 14303010 Total		486.69
Inv 14303012		
Line Item Date 10/05/2022	Line Item Description Supplies for Public Works: Batteries	84.84
Inv 14303012 Total		84.84
Inv 14303036		
Line Item Date 10/17/2022	Line Item Description Supplies for Public Works: Trash Bags	35.26
Inv 14303036 Total		35.26
Inv 14303040		
Line Item Date 10/18/2022	Line Item Description Supplies for Public Works: Paint for City Managers Office Space	143.90
Inv 14303040 Total		143.90
Inv 14303046		
Line Item Date 10/19/2022	Line Item Description Supplies for Public Works: Water Division	142.01
Inv 14303046 Total		142.01
Inv 14303055		
Line Item Date 10/24/2022	Line Item Description Supplies for Public: Paint for Conference Room	208.68
Inv 14303055 Total		208.68
Inv 14303058		
Line Item Date 10/24/2022	Line Item Description Supplies for Public Works: Keys for PW Garages	49.45
Inv 14303058 Total		49.45
Inv 14303065		
Line Item Date 10/26/2022	Line Item Description Supplies for Public Works: Street Division	368.15

Inv 14303065 Total		368.15
Inv 14303066		
Line Item Date 10/27/2022	Line Item Description Supplies for Public Works: Street Divsion	648.27
Inv 14303066 Total		648.27
Inv 14303072		
Line Item Date 10/31/2022	Line Item Description Supplies for Public Works: Replacement of Electric Blower	536.92
Inv 14303072 Total		536.92
Inv 14303077		
Line Item Date 11/01/2022	Line Item Description Supplies for Public Works: Rope Lights for Library	178.55
Inv 14303077 Total		178.55
Inv 14303078		
Line Item Date 11/02/2022	Line Item Description Supplies for Public Works: Batteries, String Trimer, Rain Gear	951.42
Inv 14303078 Total		951.42
Inv 14303080		
Line Item Date	Line Item Description	122.25
11/02/2022 11/02/2022	Supplies for Public Works: Chain Saw Chains & Seeds Supplies for Public Works: Chain Saw Chains & Seeds	132.25 70.50
Inv 14303080 Total		202.75
Inv 14303084		
Line Item Date 11/03/2022	Line Item Description Supplies for Public Works: Wireless Spotlights	176.37
Inv 14303084 Total		176.37
Inv 14303087		
Line Item Date 11/04/2022	Line Item Description Supplies for Public Works: Drain Cleaner for Fire Department	72.73
Inv 14303087 Total		72.73
Inv 14303100		
Line Item Date	Line Item Description	162.10
11/09/2022	Supplies for Public Works - Water Production Supplies	163.10
Inv 14303100 Total		163.10

Inv 14303107		
Line Item Date 11/14/2022	Line Item Description Supplies for Public Works: Space Heaters for PW Staff	201.91
Inv 14303107 Total		201.91
Inv 14303112		
Line Item Date 11/16/2022	Line Item Description Supplies for Public Works: Clamps for Park Gate	72.15
Inv 14303112 Total	Supplies for Fuorie works. Claimps for Fark Gate	72.15
		72.13
Inv 14303139 Line Item Date	Line Item Description	
11/28/2022 11/28/2022	Supplies for Public Works: Small Tools for Street Trees Supplies for Public Works: Small Tools for Street Trees	225.53 44.05
Inv 14303139 Total		269.58
Inv 14303142 Line Item Date	Line Item Description	
11/28/2022	Supplies for Public Works: Keys for Finance Dept.	20.42
Inv 14303142 Total		20.42
Inv 14303150		
Line Item Date 11/29/2022	Line Item Description Supplies for Public Works: Tie Wire for Street Parking Signs	352.58
Inv 14303150 Total		352.58
Inv 14303177		
Line Item Date	Line Item Description	
12/06/2022	Supplies for Public Works: Cement Bags	178.33
Inv 14303177 Total		178.33
Inv 14303184		
Line Item Date 12/07/2022	Line Item Description Supplies for Public Works: Museum Window Locks	70.02
Inv 14303184 Total		70.02
Inv 14303199		
Line Item Date 12/13/2022	Line Item Description Supplies for PW: Spray paint for Mission Meridian Parking Garage	153.15
	Suppres for 1 w. Spray paint for tenssion meridian farking Galage	153.15
Inv 14303199 Total		155.15
Inv 14303201	Line Item Description	

Line Item Date Line Item Description

AP-Check Detail (2/21/2023 - 3:33 PM)

Check Number Check Date

Supplies for Public Works: Garfield Park Sink Aerators	70.49
	70.49
Line Item Description Supplies for Public Works: Surge Protector and Cord	51.80
	51.80
Line Item Description Supplies for Public Works: Concrete Mix	616.17
	616.17
Line Item Description Supplies for Public Works - Motor Oil for Engineering Vehicles	63.88
	63.88
Line Item Description Supplies for Public Works: Engineering Vehicle Supplies	22.04
	22.04
	6,652.24
ardware Total:	6,652.24
	Line Item Description Supplies for Public Works: Surge Protector and Cord Line Item Description Supplies for Public Works: Concrete Mix Line Item Description Supplies for Public Works - Motor Oil for Engineering Vehicles Line Item Description Supplies for Public Works - Motor Oil for Engineering Vehicles

Accounts Payable

Check Detail

User: ealvarez Printed: 02/21/2023 - 5:56PM



Amount

Check Number Check Date

TACS8020 - The Activ	Consulting Group	
	2/14/2023	
Inv		
Line Item Date	Line Item Description	
02/14/2023	Professional Headshots	3,200.00
02/14/2023	Professional Headshots	600.00
Inv Total		3,800.00
316019 Total:		3,800.00
TACS8020 - The Activ Consulting Group Total:		3,800.00
Total:		3,800.00

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: ealvarez Printed: 02/21/2023 - 6:06PM



Check Number Check Date	Amount
ACTI8030 - Action Sales 316020 03/01/2023	
Inv 2073046-00	
Line Item DateLine Item Description02/01/2023Fire - Station kitchen supplies for overnight stays	1,190.34
Inv 2073046-00 Total	1,190.34
316020 Total:	1,190.34
316021 03/01/2023	
Inv 7149045-00	
Line Item DateLine Item Description02/09/2023Reach in Freezer, True T-Series T-23F	5,512.50
Inv 7149045-00 Total	5,512.50
316021 Total:	5,512.50
ACTSLES - Action Sales Total:	6,702.84
ALH0179 - Alhambra Car Wash 316022 03/01/2023	
Inv Dec 2022 - 2	
Line Item DateLine Item Description02/08/2023PD Car Washes December 2022	13.00
Inv Dec 2022 - 2 Total	13.00
316022 Total:	13.00
ALH0179 - Alhambra Car Wash Total:	13.00
ACMT2920 - All City Management Services, Inc. 316023 03/01/2023	
Inv 82890	
Line Item DateLine Item Description02/03/2023Crossing guard services January 8-21, 2023	10,275.45

	Amount
Inv 82890 Total	10,275.45
316023 Total:	10,275.45
CMT2920 - All City Management Services, Inc. Total:	10,275.45
MAZONCP - Amazon Capital Services, Inc.	
03/01/2023	
Inv 11R4-63GM-MKCL	
Line Item DateLine Item Description01/31/2023Camp Med supplies	474.79
Inv 11R4-63GM-MKCL Total	474.79
Inv 17LG-CNCN-44DC	
Line Item Date Line Item Description	
01/31/2023War Memorial equipment supplies.01/31/2023War Memorial equipment supplies.	25.98 236.36
01/51/2020 wai wenona equipment suppres.	250.50
Inv 17LG-CNCN-44DC Total	262.34
Inv 1DV3-PLRR-M3N9	
Line Item DateLine Item Description02/06/2023Adapters and cables for briefing trainings	101.38
Inv 1DV3-PLRR-M3N9 Total	101.38
Inv 1NCR-CQ44-4X6F	
Line Item Date Line Item Description	
01/31/2023Range equipment carriers01/31/2023Gate openers for PD rear lot	756.21 43.63
Inv 1NCR-CQ44-4X6F Total	799.84
Total:	1,638.35
MAZONCP - Amazon Capital Services, Inc. Total:	1,638.35
TCN9011 - AT&T	
16024 03/01/2023	
Inv 19410358	
Line Item DateLine Item Description01/27/2023AN CLAPDSOPAS (12/27/22-1/26/23)Police Phone Services	322.88
Inv 19410358 Total	322.88
Inv 19415038	
Line Item Date Line Item Description 01/27/2023 AN 9391036943(12/27/22-1/26/23)RD1801 Mission St-PD.Disp441	1,294.01
P-Check Detail (2/21/2023 - 6:06 PM)	Page 2

Inv 19415038 Total		1,294.01
316024 Total:		1,616.89
ATCN9011 - AT&T Total:		1,616.89
CIN4011 - AT&T Mobility 316025 03/0 Inv 4615x0210202	1/2023	
Line Item Date 02/02/2023	Line Item Description AN 287297984615(1/03/23-2/02/23) SP Fire Dept.+ Police Chief	72.09
Inv 4615x02102023	`otal	72.09
316025 Total:		72.09
CIN4011 - AT&T Mobilit	y Total:	72.09
	pr Books 1/2023	
Inv 2037165991		
Line Item Date 01/19/2023	Line Item Description Library Books	356.22
Inv 2037165991 Tota		356.22
Inv 2037187669		
Line Item Date 01/23/2023	Line Item Description Library Books	279.42
Inv 2037187669 Tota		279.42
Inv 2037206289		
Line Item Date 01/20/2023	Line Item Description Library Books	548.90
Inv 2037206289 Tota	I	548.90
Inv 2037223799		
Line Item Date 01/17/2023	Line Item Description Library Books	445.85
Inv 2037223799 Tota	I	445.85
Inv 2037270760		
Line Item Date 01/18/2023	Line Item Description Library Books	19.32

Check Number Check Date	Amount
Inv 2037270760 Total	19.32
Inv 2037294926	
Line Item DateLine Item Description01/30/2023Library Books	11.60
Inv 2037294926 Total	11.60
0 Total:	1,661.31
BAK0369 - Baker & Taylor Books Total:	1,661.31
BAK0366 - Baker & Taylor Entertainment 0 03/01/2023	
Inv H63870310	
Line Item DateLine Item Description01/18/2023DVDs/CDs	67.74
Inv H63870310 Total	67.74
Inv H63875240	
Line Item DateLine Item Description01/20/2023DVDs/CDs	165.28
Inv H63875240 Total	165.28
Inv H63879490	
Line Item DateLine Item Description01/20/2023DVDs/CDs	159.49
Inv H63879490 Total	159.49
Inv H63880350	
Line Item DateLine Item Description01/20/2023DVDs/CDs	239.70
Inv H63880350 Total	239.70
Inv H63891780	
Line Item DateLine Item Description01/20/2023DVDs/CDs	99.16
Inv H63891780 Total	99.16
Inv H63906700	
Line Item DateLine Item Description01/23/2023DVDs/CDs	47.07
Inv H63906700 Total	47.07

Inv H63912670		
Line Item Date 01/24/2023	Line Item Description DVDs/CDs	107.09
Inv H63912670 Tota	al	107.09
Inv H63974190		
Line Item Date 01/25/2023	Line Item Description DVDs/CDs	41.31
Inv H63974190 Tota	al	41.31
Inv H63974540		
Line Item Date 01/30/2023	Line Item Description DVDs/CDs	78.15
Inv H63974540 Tota	al	78.15
0.77.1		1.004.00
0 Total:		1,004.99
BAK0366 - Baker & Tay	lor Entertainment Total:	1,004.99
BLOU6410 - Belson Out 316026 03/	doors, LLC 01/2023	
Inv WQ 336761		
Line Item Date 02/21/2023	Line Item Description 8' Rectangular Picnic Tables	5,544.91
Inv WQ 336761 Tot	al	5,544.91
316026 Total:		5,544.91
510020 10001.		5,547.71
BLOU6410 - Belson Out	doors, LLC Total:	5,544.91
LEBE8032 - Betts, Lema 316027 03/	ar 01/2023	
Inv 9342		
Line Item Date 02/07/2023	Line Item Description Contract Class Instructor- Skateside Beginners	522.90
Inv 9342 Total		522.90
Inv 9391		
Line Item Date 02/07/2023	Line Item Description Contract Class Instructor- Skateside Intermediate	348.60
Inv 9391 Total		348.60

Inv 9393	
Line Item DateLine Item Description02/07/2023Contract Class Instructor- Skateside Day Camp 1/16	189.00
Inv 9393 Total	189.00
316027 Total:	1,060.50
LEBE8032 - Betts, Lemar Total:	1,060.50
BLUTGLD - Blue to Gold, LLC 316028 03/01/2023 Inv NWP-23-IGS001Y	
Line Item DateLine Item Description02/09/2023Advanced Traffic Stops training on 02/07/2023 for officer Kim	125.00
Inv NWP-23-IGS001Y Total	125.00
316028 Total:	125.00
BLUTGLD - Blue to Gold, LLC Total:	125.00
DABN8267 - Bohan, Diana 101-8030-8021-8267-000 0 03/01/2023 Inv 9230	
Line Item DateLine Item Description01/31/2023Contract class Instructor -Senior Yoga for Jan Walk-In	156.00
Inv 9230 Total	156.00
0 Total:	156.00
DABN8267 - Bohan, Diana Total:	156.00
BRO0447 - Brodart Co. 316029 03/01/2023 Inv 616781	
Line Item DateLine Item Description01/11/2023DuraWood 40 Series aluminum indoor cart and indoor return	2,896.52
Inv 616781 Total	2,896.52
Inv 617659	
Line Item DateLine Item Description01/26/2023DuraWood 40 Series aluminum indoor cart and indoor return	1,107.59
Inv 617659 Total	1,107.59

Check Number

Check Date

Amount

316029 Total:	4,004.11
BRO0447 - Brodart Co. Total:	4,004.11
CAL5236 - CA Linen Services 316030 03/01/2023 Inv 2076493	
Line Item DateLine Item Description02/08/2023Fire Department Linen Rental and Cleaning Services: FY22-23	126.83
Inv 2076493 Total	126.83
Inv 2078726	
Line Item DateLine Item Description02/09/2023Fire Department Linen Rental and Cleaning Services: FY22-23	106.12
Inv 2078726 Total	106.12
316030 Total:	232.95
CAL5236 - CA Linen Services Total:	232.95
CACUGRP - California CLETS Users Group 316031 03/01/2023 Inv 2023000080CCUG	
Line Item DateLine Item Description02/09/2023Southern Chapter CletsTraining for Police Assistants on 02/23/23	100.00
Inv 2023000080CCUG Total	100.00
316031 Total:	100.00
CACUGRP - California CLETS Users Group Total:	100.00
CALA8010 - California Library Association 316032 03/01/2023 Inv 300012159	
Line Item Date Line Item Description	
01/31/2023 CLA Membership for Library Board Trustee Annie Chang	40.00
Inv 300012159 Total	40.00
Inv 300012160	
Line Item DateLine Item Description01/31/2023CLA Membership for Library Board Trustee Bianca Richards	40.00

Inv 300012160 To	tal	40.00
Inv 300012161		
Line Item Date	Line Item Description	
01/31/2023	CLA Membership for Library Board Trustee Dean Serwin	40.00
Inv 300012161 To	tal	40.00
Inv 300012164		
Line Item Date 01/31/2023	Line Item Description CLA Membership for Library Board Trustee Edward Pearson	40.00
Inv 300012164 To		40.00
Inv 300012165	Line Item Description	
Line Item Date 01/31/2023	CLA Membership for Library Board Trustee Kenneth Gross	40.00
Inv 300012165 To	tal	40.00
32 Total:		200.00
		200.00
	a Library Association Total:	200.00
N0607 - Cantu Gra 033 03	phics Inc. 3/01/2023	
Inv 0204		
Line Item Date 02/07/2023	Line Item Description City Council Name Badges and Name Plates	308.31
Inv 0204 Total		308.31
Inv 21320		
Inv 21320 Line Item Date	Line Item Description	
02/07/2023	Business Cards - Janet Braun and Evelyn Zneimer	93.60
Inv 21320 Total		93.60
Inv 21348		
Line Item Date	Line Item Description	20.52
02/17/2023	Business Cards - Zhen Tao	38.53
Inv 21348 Total		38.53
Inv 21349		
Line Item Date 02/17/2023	Line Item Description District Maps Print & Laminate	52.37
Inv 21349 Total		52.37

316033 Total:		492.81
CAN0607 - Cantu Graphics Inc. Total:		492.81
CCSPRSN - CCS Pres		
316034 0 Inv IN104710	03/01/2023 5	
Line Item Date 02/09/2023	Line Item Description Anchor Audio PA, Wireless Mic, and Weatherproof Nylon Cover.	1,602.3
02/09/2023	Anchor Audio PA, Wireless Mic, and Weatherproof Nylon Cover.	1,602.3
02/09/2023	Anchor Audio PA, Wireless Mic, and Weatherproof Nylon Cover.	1,602.3
Inv IN1047105 To	otal	4,806.9
316034 Total:		4,806.90
CCSPRSN - CCS Pres	sentations Systems Total:	4,806.90
CINTAS - Cintas COF 316035 0	RP No. 2)3/01/2023	
Inv 414431232		
Line Item Date	Line Item Description	
01/23/2023	Uniform Cleaning Services	9.5
01/23/2023	Uniform Cleaning Services	17.1
01/23/2023	Uniform Cleaning Services	35.0
01/23/2023 01/23/2023	Uniform Cleaning Services Uniform Cleaning Services	33.6 11.9
Inv 4144312329 T	Total	107.3
Inv 51438244	08	
Line Item Date	Line Item Description	
02/02/2023	First Aid restock-February	111.9
Inv 5143824408 7	Total	111.9
Inv 921032593	39	
Line Item Date 02/07/2023	Line Item Description AED Monthly Servicing February- FY2022-2023	153.2
Inv 9210325939 T	Total	153.2
316035 Total:		372.53
CINTAS - Cintas COF	RP No. 2 Total:	372.5
SPMN3010 - City of S 316036 0	outh Pasadena)3/01/2023	

AP-Check Detail (2/21/20		
316037 Total:		624.00
Inv 8/30-12/21/22 T	otal	398.57
Line Item Date 02/08/2023	Line Item Description Petty cash reimbursment for Recreation Department	398.57
Inv 8/30-12/21/2	22	
Inv 7/5-8/29/22 Tota	al	56.75
Line Item Date 02/08/2023	<u>Line Item Description</u> Petty cash reimbursment for Recreation Department	56.75
Inv 7/5-8/29/22		
Inv 11/29/2022 Tota	al	100.00
Line Item Date 02/08/2023	Line Item Description Petty cash reimbursment for Recreation Department	100.00
Inv 11/29/2022		
Inv 01/12/2023 Tota		68.68
Line Item Date 02/08/2023	Line Item Description Petty cash reimbursment for Recreation Department	68.68
316037 03/ Inv 01/12/2023	/01/2023	
	h Pasadena-Recreation Petty Cash	
SPMN3010 - City of Sou	ıth Pasadena Total:	1,396.88
316036 Total:		1,396.88
Inv 19387 - 1/25/23		481.36
Line Item Date 01/31/2023	Line Item Description Water utility Bill for Arroyo park restroom 11/21/22-1/17/23	481.36
Inv 19387 - 1/25	5/23	
Inv 19386 - 1/25/23		493.16
Line Item Date 01/31/2023	Line Item Description Water utility Bill for Arroyo(SD) park restroom 11/21/22-1/17/23	493.16
Inv 19386 - 1/25	5/23	
Inv 14044 - 1/25/23	Total	422.36
Line Item Date 01/31/2023	Line Item Description Water utility Bill for dog park restroom 11/21/22-1/17/23	422.36
Inv 14044 - 1/25		

SOU5343 - City of Sout	h Pasadena-Recreation Petty Cash Total:	624.00
	h Pasadena-Sr.Center Petty Cash //01/2023 /22	
Line Item Date 02/01/2023	Line Item Description Petty Cash Reimbursement for Senior Center	250.43
Inv 02/15-12/8/22	Fotal	250.43
Inv 09/20-12/5/	22	
Line Item Date 02/01/2023	Line Item Description Petty Cash Reimbursement for Senior Center	112.49
Inv 09/20-12/5/22	Fotal	112.49
Inv 12/7/22-1/1	2/23	
Line Item Date 02/01/2023	Line Item Description Petty Cash Reimbursement for Senior Center	40.07
Inv 12/7/22-1/12/23	3 Total	40.07
316038 Total:		402.99
SOU5401 - City of Sout	h Pasadena-Sr.Center Petty Cash Total:	402.99
0 03	no,Highsmith & Whatley,PC //01/2023	
Inv 54961	Line Item Description	
Line Item Date 02/13/2023	Line Item Description	
Inv 54961 Total	General Services - January 2023	10,000.00
		10,000.00
Inv 54962		
Inv 54962 Line Item Date 02/13/2023		
Line Item Date	General Services - January 2023	10,000.00
Line Item Date 02/13/2023	General Services - January 2023	2,131.50
Line Item Date 02/13/2023 Inv 54962 Total	General Services - January 2023	2,131.50
Line Item Date 02/13/2023 Inv 54962 Total Inv 54963 Line Item Date	General Services - January 2023 <u>Line Item Description</u> Labor & Employment - January 2023 <u>Line Item Description</u>	10,000.00 2,131.50 2,131.50

Line Item Date Line Item Description

k Number C	Theck Date	Amou
02/13/2023	Litigation - January 2023	3,258.
Inv 54964 Total		3,258.
Inv 54965		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	1,372.
Inv 54965 Total		1,372.
Inv 54966		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	6,063.
Inv 54966 Total		6,063.
Inv 54967		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	8,101.
Inv 54967 Total	Enigatori Junuary 2023	8,101.
Inv 54968 <u>Line Item Date</u>	Line Item Description	
02/13/2023	Litigation - January 2023	6,818
Inv 54968 Total		6,818
Inv 54969		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	49
Inv 54969 Total		49
Inv 54970		
Line Item Date	Line Item Description	720
02/13/2023	Litigation - January 2023	729.
Inv 54970 Total		729.
Inv 54971		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	5,782.
Inv 54971 Total		5,782.
Inv 54972		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	3,993.
		5,775.

Inv 54973		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	20,462.50
Inv 54973 Total		20,462.50
Inv 54974		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	801.00
Inv 54974 Total		801.00
Inv 54975		
Line Item Date 02/13/2023	Line Item Description Litigation - January 2023	2,018.50
Inv 54975 Total		2,018.50
Inv 54987		
Line Item Date 02/13/2023	Line Item Description Water & Utilities - January 2023	1,102.50
Inv 54987 Total		1,102.50
Total:		81,581.80
HWP2010 - Colantuon	o,Highsmith & Whatley,PC Total:	81,581.80
RDA1021 - Corodata R		
03/0 Inv RS4856455	01/2023	
Line Item Date 11/30/2022	Line Item Description Corodata Records Management: November 2022	418.26
Inv RS4856455 Tota	1	418.26
Inv RS4865387		
Line Item Date 12/31/2022	Line Item Description Corodata Records Management: December 2022	823.87
Inv RS4865387 Tota	1	823.87
Inv RS4874343		
Line Item Date 01/31/2023	Line Item Description Corodata Records Management: January 2023	432.07
Inv RS4874343 Tota	1	432.07
T - 1		
Total:		1,674.20

CRDA1021 - Corodat	a Records Management Total:	1,674.20
MNBL8170 - Crestline		
0 0 Inv 17159	33/01/2023	
Line Item Date 12/11/2022 12/11/2022	Line Item Description Contract Services (December) & Lock Box (November) Credit Card & Return Fees (November)	25,502.00 9,352.40
Inv 17159 Total		34,854.40
Inv 17245		
Line Item Date 12/12/2022 12/12/2022	Line Item Description Printing & Postage Fees (November) Hometown Holiday Flyer	3,114.17 5,030.88
Inv 17245 Total		8,145.05
Inv INV366		
Line Item Date 02/01/2023	Line Item Description Contract Services (Feb 2023)	26,758.90
Inv INV366 Total		26,758.90
0 Total:		69,758.35
MNBL8170 - Crestline	e Software, LLC Total:	69,758.35
DSP0755 - D & S Prin 316039 0 Inv 0111	ting 13/01/2023	
Line Item Date 01/30/2023	Line Item Description scratch paper for Library	297.68
Inv 0111 Total	L-L	297.68
316039 Total:		297.68
DSP0755 - D & S Prin	ting Total:	297.68
	s Metal Works	
	3/01/2023	
316040 0 Inv 323020-1	3/01/2023	
316040 0		212.67

316040 Total:	212.67
DAVEMETW - Dave's Metal Works Total:	212.67
DEM0777 - Demco Inc.	
316041 03/01/2023 Inv 7248848	
Line Item DateLine Item Description01/24/20234" x 15 Yards Book tape	406.50
Inv 7248848 Total	406.50
316041 Total:	406.50
DEM0777 - Demco Inc. Total:	406.50
DFMA1022 - DFM Associates 316042 03/01/2023	
Inv 2023 CAECODE	
Line Item DateLine Item Description03/01/2023DFM Order - 2 Paperback Versions of the 2023 CA Elections Code	141.57
Inv 2023 CAECODE Total	141.57
316042 Total:	141.57
DFMA1022 - DFM Associates Total:	141.57
DTV5012 - DIRECTV	
316043 03/01/2023 Inv 068653046230129	
Line Item DateLine Item Description01/29/2023EOC Communications - Acct # 068653046 - 01/28/23-02/27/23	207.46
Inv 068653046230129 Total	207.46
316043 Total:	207.46
DTV5012 - DIRECTV Total:	207.46
DDLP8010 - Dr. Detail Ph.D LLC 0 03/01/2023	
Inv 2763	
Line Item DateLine Item Description01/31/2023Wash, Clean, & Sanitize DAR for the month of Jan 2023	415.00
A.B. Charle Datail (2/21/2022 6:06 BM)	Dage 15

Inv 2763 Total	415.00
0 Total:	415.00
DDLP8010 - Dr. Detail Ph.D LLC Total:	415.00
GAL7788 - Gale, Donna M.	
316044 03/01/2023 Inv 9164	
Line Item DateLine Item Description02/02/2023Contract Class Instructor- Tot Ballet & Tap	412.50
Inv 9164 Total	412.50
Inv 9260	
Line Item DateLine Item Description02/02/2023Contract Class Instructor- Youth Master Chef	900.00
Inv 9260 Total	900.00
Inv 9262	
Line Item DateLine Item Description02/02/2023Contract Class Instructor- Youth Ballet & Tap	495.00
Inv 9262 Total	495.00
316044 Total:	1,807.50
GAL7788 - Gale, Donna M. Total:	1,807.50
EGGO4011 - Giron-Garrido, Elias	
316045 03/01/2023 Inv 01/26/2023	
Line Item DateLine Item Description02/09/2023Sexual Assault Invest. Training for Officers 01/26/2302/09/2023Sexual Assault Invest. Training for Officers 01/26/23	21.09 56.50
Inv 01/26/2023 Total	77.59
316045 Total:	77.59
EGGO4011 - Giron-Garrido, Elias Total:	77.59

316046 03/01/2023

Check Number Check Date

Inv 24412668	32	
Line Item Date 11/28/2022	Line Item Description Refund citation due to being dismissed.	100.00
Inv 244126682 T		100.00
		100.00
Inv 24412672		
Line Item Date 11/28/2022	Line Item Description Refund citation due to being dismissed.	100.00
Inv 244126722 T	Fotal	100.00
316046 Total:		200.00
SGMRAN - Gomez	Moran, Jose Francisco Total:	200.00
EYVHZTN - Hazelt 316047	on, Jeanne Yvonne 03/01/2023	
Inv 24412609	94	
Line Item Date 02/21/2023	Line Item Description Refund citation due to being dismissed.	50.00
Inv 244126094 T	fotal	50.00
316047 Total:		50.00
EYVHZTN - Hazelt	on, Jeanne Yvonne Total:	50.00
CDPS1020 - ICC Ger		
316048 Inv GC00098	03/01/2023 349	
Line Item Date 01/30/2023	Line Item Description Municipal Code - Web Update - Ord Nos. 2367 and 2368	253.50
		253.50
Inv GC0009849	10tai	255.50
316048 Total:		253.50
CDPS1020 - ICC Ger	neral Code Total:	253.50
SAR4011 - Jack's Au		
316049	03/01/2023	
Inv 17966 Line Item Date	Line Item Description	
01/16/2023	<u>Line item Description</u> Oil change & rear brake replacement unit #1909	499.59

Inv 17975		
Line Item Date 01/18/2023	Line Item Description Blower motor replacement unit #1909	478.27
Inv 17975 Total		478.27
Inv 18008		
Line Item Date 01/27/2023	<u>Line Item Description</u> Oil change & front brake replacement unit #1404	943.72
Inv 18008 Total		943.72
Inv 18034		
Line Item Date 02/03/2023	Line Item Description Replacement of front and rear brakes, rotors, & 1 hub unit #1703	1,144.76
Inv 18034 Total		1,144.76
316049 Total:		3,066.34
JSAR4011 - Jack's Auto	o Repair Total:	3,066.34
DSJZ1021 - Jimenez, D 316050 03	Desiree 3/01/2023	
Inv 12/6-12/9/2	2	
Line Item Date 12/07/2022	Line Item Description Mileage Reimbursement - New Law and Elections Seminar	400.00
Inv 12/6-12/9/22 To	otal	400.00
316050 Total:		400.00
DSJZ1021 - Jimenez, D	esiree Total:	400.00
JHA307 - John L. Hunt		
316051 03 Inv SP1FOG122	x/01/2023 212	
Line Item Date	Line Item Description	
02/06/2023	FOG Control Program: Year 2 - December 2022	101.25
Inv SP1FOG12212	Total	101.25
Inv SP1MS4122	210	
Line Item Date 12/30/2022	Line Item Description MS4 NPDES Stormwater Compliance & Monitoring	1,551.25
Inv SP1MS412210	Total	1,551.25

SP1MS412211 Inv Line Item Date Line Item Description 12/30/2022 MS4 NPDES Stormwater Compliance & Monitoring 2,352.44 Inv SP1MS412211 Total 2,352.44 SP1MS412212 Inv Line Item Date Line Item Description 02/06/2023 MS4 NPDES Stormwater Compliance & Monitoring 1,324.00 1,324.00 Inv SP1MS412212 Total 316051 Total: 5,328.94 5,328.94 JHA307 - John L. Hunter and Associates, Inc. Total: KMTM4011 - Kim, Timothy 316052 03/01/2023 02/07/2023 Inv Line Item Date Line Item Description 02/09/2023 93.63 Advanced Traffic Stops training on 02/07/2023 for officer Kim Inv 02/07/2023 Total 93.63 02/08/2023 Inv Line Item Date Line Item Description 27.00 02/09/2023 Respose to the Non-Criminal Barricade training 02/08/2023 02/09/2023 Respose to the Non-Criminal Barricade training 02/08/2023 57.75 84.75 Inv 02/08/2023 Total 178.38 316052 Total: 178.38 KMTM4011 - Kim, Timothy Total: HUKOUFN - Kouhfan, Huang 316053 03/01/2023 244127304 Inv Line Item Date Line Item Description Refund Citation # 244127304 11/23/2022 50.00 Inv 244127304 Total 50.00 50.00 316053 Total: 50.00 HUKOUFN - Kouhfan, Huang Total:

Check Number

Check Date

Amount

	& Sons	
	3/01/2023	
Line Item Date 01/27/2023	Line Item Description Fire - Watertight 9Ah Battery	905.02
Inv INV670975 To	tal	905.02
316054 Total:		905.02
510054 10141.		20002
CUR7778 - L.N. Curtis	& Sons Total:	905.02
LCCS8060 - League of 316055 03	California Cities 3/01/2023	
Inv 643580		
Line Item Date 01/25/2023	Line Item Description Membership Dues Calendar year 2023	11,332.00
Inv 643580 Total		11,332.00
316055 Total:		11,332.00
LCCS8060 - League of	California Cities Total:	11,332.00
LFTIMPDT - Lifetime 316056 03	Products, Inc. //01/2023	
Inv Quote 4627	167Q	
Line Item Date 02/09/2023	Line Item Description Purchase of rectangular tables & table carts for WMB	2,778.04
Inv Quote 4627670	Q Total	2,778.04
316056 Total:		2,778.04
LFTIMPDT - Lifetime	Products, Inc. Total:	2,778.04
2 OU1111 - Louie, Spen 316057 03	cer 3/01/2023	
Inv 02/08/2023		
Line Item Date	Line Item Description	
02/09/2023	Respose to the Non-Criminal Barricade training 02/08/2023 Respose to the Non-Criminal Barricade training 02/08/2023	57.75 24.98
02/09/2023		
02/09/2023 Inv 02/08/2023 Tot	al	82.73

LOU1111 - Louie, Spe	ncer Total:	82.73
MAN5011 - Manhatta	n Stitching Co	
	3/01/2023	
Inv 92832		
Line Item Date	Line Item Description	
02/09/2023 02/09/2023	Staff Uniforms Staff Uniforms	756.64 756.65
02/09/2023	Staff Uniforms	757.00
Inv 92832 Total		2,270.29
316058 Total:		2,270.29
MAN5011 - Manhatta	n Stitching Co Total:	2,270.29
	ros. Fire Extinguisher Co. 13/01/2023	
Inv S 23699	5/01/2025	
Line Item Date	Line Item Description	
02/21/2023	Fire Suppression System for Senior Center.	110.00
Inv S 23699 Total		110.00
Inv S 23700		
Line Item Date 02/21/2023	Line Item Description Fire Suppression System for WMB.	155.99
Inv S 23700 Total		155.99
316059 Total:		265.99
MBFEC106 - Marx Bi	ros. Fire Extinguisher Co. Total:	265.99
MVCH3011 - MV Che 316060 0	eng & Associates Inc. 13/01/2023	
Inv 01/31/202		
Line Item Date 02/02/2023	Line Item Description Temporary Staffing Serivces - Senior Accountant January 2023.	5,250.00
Inv 01/31/2023 A	Total	5,250.00
Inv 01/31/202	3 B	
Line Item Date 02/02/2023	Line Item Description Temporary Staffing Serivces - Finance Consultant January 2023	8,850.00
Inv 01/31/2023 B	Total	8,850.00

Inv 01/31/2023 C Line Item Date 02/02/2023 Line Item Description Temporary Staffing Serivces - Finance Consultant - January 2023 Inv 01/31/2023 C Total	6,142.50 6,142.50 20,242.50
02/02/2023 Temporary Staffing Serivces - Finance Consultant - January 2023	6,142.50
	6,142.50
Inv 01/31/2023 C Total	
	20.242.50
316060 Total:	_ •,_ · _ • •
	20,242.50
IICC8025 - Occupational Health Centers of California31606103/01/2023	
Inv 7813550	
Line Item DateLine Item Description02/08/2023Medical Tests and Physicals for Transportation Department	122.00
Inv 7813550 Total	122.00
316061 Total:	122.00
	122.00
OLNP8010 - Outlook Newspapers Group 316062 03/01/2023	
Inv 74511	
Line Item DateLine Item Description01/31/2022#74511-ADU (5 invoices)	3,312.00
Inv 74511 Total	3,312.00
Inv 74941	
Line Item DateLine Item Description02/28/2022Notice inviting bids MDC project 2/11/22	648.00
Inv 74941 Total	648.00
Inv 74942	
Line Item DateLine Item Description02/28/2022RFP for MDC project 2/11/22	2,040.00
Inv 74942 Total	2,040.00
Inv 74944	
Line Item DateLine Item Description02/28/2023Public Notice - 1507 Garfield Ave.	588.00
Inv 74944 Total	588.00

Check Number Check	Date
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Inv 75040		
Line Item Date 03/31/2022	Line Item Description Public hearing notice firearm safe storage 3/4/22	672.00
Inv 75040 Total		672.00
Inv 75656		
Line Item Date 04/30/2022	Line Item Description Public hearing notice military equipment ordinance 4/22/22	744.00
Inv 75656 Total		744.00
Inv 75658		
Line Item Date 04/30/2022	Line Item Description Public Notice - 832 Garfield Ave.	600.00
Inv 75658 Total		600.00
Inv 75659		
Line Item Date 04/30/2022	Line Item Description Public Notice - 815 Fremont	744.00
Inv 75659 Total		744.00
Inv 75660		
Line Item Date 04/30/2022	Line Item Description Public Notice - 1016 Palm Avenue.	564.00
Inv 75660 Total		564.00
Inv 75661		
Line Item Date 04/30/2022	Line Item Description Public Notice - 5002 Collis Avenue	552.00
Inv 75661 Total		552.00
Inv 75661a		
Line Item Date 05/31/2022	Line Item Description Public Notice - PHN CHC	612.00
Inv 75661a Total		612.00
Inv 75661b		
Line Item Date 05/31/2022	Line Item Description Public Notice - PHN Design Review Permit 2468 & 3460.	588.00
Inv 75661b Total		588.00
Inv 75661c		
Line Item Date 06/30/2022	Line Item Description Public Notice - CHC Project 2446 & 2463.	540.00

Inv 75661c Total		540.00
Inv 75661d		
Line Item Date 06/30/2022	Line Item Description Public Notice - DRB Project 2480-DRX	504.00
Inv 75661d Total		504.00
Inv 75661e		
Line Item Date 07/31/2022	Line Item Description Public Notice - Project 2479 CUP	516.00
Inv 75661e Total		516.00
Inv 75661f		
Line Item Date 07/31/2022	Line Item Description Public Notice - CHC Project 2403-2462-2473-2488.	648.00
Inv 75661f Total		648.00
Inv 75661g		
Line Item Date 08/31/2022	Line Item Description Public Notice - Project 2463-2472-2441	672.00
Inv 75661g Total		672.00
Inv 75661h		
Line Item Date 08/31/2022	Line Item Description Public Notice - DRB Project 2431-2491-2474.	792.00
Inv 75661h Total		792.00
Inv 75661i		
Line Item Date	Line Item Description	
09/30/2022	Public Notice - CHC Project 2426-2450-2489.	768.00
Inv 75661i Total		768.00
Inv 75661j		
Line Item Date 09/30/2022	Line Item Description Public Notice - PC Project 2441	540.00
Inv 75661j Total		540.00
Inv 75662		
Line Item Date 04/30/2022	<u>Line Item Description</u> Public Notice - 1213 Fair Oaks Avenue - Pavilions	504.00
		504.00
Inv 75662 Total		504.00

Inv 76371		
Line Item Date 06/30/2023	Line Item Description Public Notice - PHN Project 2428.	516.00
Inv 76371 Total		516.00
Inv 76372		
Line Item Date 09/30/2022	Line Item Description Public Notice - DRB Project 2492 DRX.	516.00
Inv 76372 Total		516.00
Inv 76812		
Line Item Date 10/31/2022	Line Item Description Public Notice PHN Project 2456-2391& 2497-2523.	1,200.00
Inv 76812 Total		1,200.00
Inv 76813		
Line Item Date 10/31/2022	Line Item Description Public Notice - DRB - Project 2489 & 2482.	564.00
Inv 76813 Total		564.00
Inv 76929		
Line Item Date 11/30/2022	Line Item Description Public Notice - CHC Project 2515-COA.	564.00
Inv 76929 Total		564.00
Inv 76930		
Line Item Date 11/30/2022	Line Item Description Public Notice - PC Project 2477-2502-2512.	720.00
Inv 76930 Total		720.00
Inv 76931		
Line Item Date 11/30/2022	Line Item Description Public Notice - DRB Project 2399-2497-2498-2520.	792.00
Inv 76931 Total		792.00
Inv 77158		
Line Item Date 12/31/2022	Line Item Description Public Notice - Proposed Zoning Text Amendments.	540.00
Inv 77158 Total		540.00
Inv 77159		
Line Item Date 12/31/2022	Line Item Description Public Notice - CHC PHN Project 2451.	528.00

Check Number Check Da		Amount
Inv 77159 Total		528.00
Inv 77160		
	Item Description c Notice - PHN DRB Project 2496.	456.00
Inv 77160 Total		456.00
316062 Total:		23,544.00
OLNP8010 - Outlook Newspap	ers Group Total:	23,544.00
OVDR8011 - OverDrive Inc.		
0 03/01/2023 Inv 01148CO23026875		
	Item Description ks / eAudiobooks	1,016.16
Inv 01148CO23026875 Tot	1	1,016.16
Inv 01148CO23026881		
	Item Description ks / eAudiobooks	2,224.61
Inv 01148CO23026881 Tot	ป	2,224.61
Inv 01148CO23030183		
	Item Description ks / eAudiobooks	719.82
Inv 01148CO23030183 Tot	1	719.82
Inv 01148CO23030574		
	Item Description ks / eAudiobooks	914.07
Inv 01148CO23030574 Tot	ıl	914.07
Inv 01148CO23041566		
	Item Description ks / eAudiobooks	2,921.87
Inv 01148CO23041566 Tot	J.	2,921.87
0 Total:		7,796.53
OVDR8011 - OverDrive Inc. To	tal:	7,796.53

Check Number

Check Date

Amount

Inv FEB2023	SoPas	
	Line Item Description	
Line Item Date 02/03/2023	Animal Control Services February 2023	14,456.9
Inv FEB2023SoP	'as Total	14,456.9
16063 Total:		14,456.90
HS4011 - Pasadena I	Humane Society Total:	14,456.90
LWK7011 - PlaceWo 16064	orks, Inc. 03/01/2023	
Inv 80958		
Line Item Date 01/31/2023	Line Item Description Consultant for General Plan Update (Downtown Specific Plan)	190.0
Inv 80958 Total		190.0
16064 T-+-1		190.00
16064 Total:		190.0
LWK7011 - PlaceWo	orks, Inc. Total:	190.00
OS5265 - Post Alarn	a Systems	190.00
OS5265 - Post Alarn		190.00
OS5265 - Post Alarn Inv 1551857 Line Item Date	n Systems 03/01/2023 Line Item Description	
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023	n Systems 03/01/2023 <u>Line Item Description</u> Service call for the Garfield Youth House.Bateries needed	259.8
OS5265 - Post Alarn Inv 1551857 Line Item Date	n Systems 03/01/2023 <u>Line Item Description</u> Service call for the Garfield Youth House.Bateries needed	
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023	n Systems 03/01/2023 <u>Line Item Description</u> Service call for the Garfield Youth House.Bateries needed	259.8
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023 Inv 1551857 Tota	n Systems 03/01/2023 Line Item Description Service call for the Garfield Youth House.Bateries needed	259.8
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023 Inv 1551857 Tota Total: OS5265 - Post Alarn	n Systems D3/01/2023 Line Item Description Service call for the Garfield Youth House.Bateries needed d n Systems Total: Michele	259.8
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023 Inv 1551857 Tota Total: OS5265 - Post Alarn	n Systems D3/01/2023 Line Item Description Service call for the Garfield Youth House.Bateries needed d n Systems Total:	259.8
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023 Inv 1551857 Tota Total: OS5265 - Post Alarn	n Systems D3/01/2023 Line Item Description Service call for the Garfield Youth House.Bateries needed d n Systems Total: Michele	259.8
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023 Inv 1551857 Tota Total: OS5265 - Post Alarn ICPSTI - Pusateri, M Inv 9171 <u>Line Item Date</u>	a Systems D3/01/2023 Line Item Description Service call for the Garfield Youth House, Bateries needed at a Systems Total: D3/01/2023 Line Item Description	259.8 259.8
OS5265 - Post Alarn Inv 1551857 <u>Line Item Date</u> 02/08/2023 Inv 1551857 Tota Total: OS5265 - Post Alarn ICPSTI - Pusateri, M Inv 9171 <u>Line Item Date</u> 02/01/2023	a Systems D3/01/2023 Line Item Description Service call for the Garfield Youth House, Bateries needed at a Systems Total: D3/01/2023 Line Item Description	259.8 259.8 259.8 259.8 259.8 676.0

Check Number Check Date	Amount
Inv 9418 Total	518.38
0 Total:	1,194.38
MCPSTI - Pusateri, Michele Total:	1,194.38
RAPTRENT - Raptor Events LLC	
316065 03/01/2023 Inv 1620	
Line Item DateLine Item Description02/03/2023Trapping and removal of 19 peafowl	4,750.00
Inv 1620 Total	4,750.00
316065 Total:	4,750.00
RAPTRENT - Raptor Events LLC Total:	4,750.00
BT4U8180 - Revolution Foods, PBC 316066 03/01/2023	
Inv 123-3319	
Line Item DateLine Item Description02/03/2023Meals for Onsite and Home Delivery: FY22-23	5,290.00
Inv 123-3319 Total	5,290.00
316066 Total:	5,290.00
BT4U8180 - Revolution Foods, PBC Total:	5,290.00
GRRB6011 - Ruben, Gregory 316067 03/01/2023 Inv 128478	
Line Item DateLine Item Description02/13/2023Refund for recreational class	27.50
Inv 128478 Total	27.50
316067 Total:	27.50
GRRB6011 - Ruben, Gregory Total:	27.50
SAVGTRN - Savage Training Group LLC31606803/01/2023	

Inv 1922

Line Item Date Line Item Description

Check Number Check Date	Amount
02/09/2023 Respose to the Non-Criminal Barricade training 02/08/2023	882.00
Inv 1922 Total	882.00
316068 Total:	882.00
SAVGTRN - Savage Training Group LLC Total:	882.00
SESA8264 - SESAC 316069 03/01/2023 Inv 10616157	
Inv 10616157 Line Item Date Line Item Description 02/02/2023 2023 Annual Music Performance License Fee	158.94
Inv 10616157 Total	158.94
316069 Total:	158.94
SESA8264 - SESAC Total:	158.94
SHO7777 - Showcases 0 03/01/2023 Inv 325589	
Line Item DateLine Item Description01/30/2023One-Time Six DVD cases	410.67
Inv 325589 Total	410.67
Inv 325606	
Line Item DateLine Item Description01/30/2023DVD cases	321.84
Inv 325606 Total	321.84
0 Total:	732.51
SHO7777 - Showcases Total:	732.51
WLST8267 - Shuttic, William 101-8030-8021-8267-000 0 03/01/2023 Inv 9181	
Line Item DateLine Item Description01/31/2023Contract class Instructor -Functional Fitness for Jan Walk-In	336.00
Inv 9181 Total	336.00
0 Total:	336.00
AP-Check Detail (2/21/2023 - 6:06 PM)	Page 29

WLST8267 - Shuttic, William Total:	336.00
THES8267 - Siegel, Theodore 316070 03/01/2023	
Inv 1/9/2023	
Line Item DateLine Item Description02/10/2023Senior Center Film and presentation -LAURA	150.00
Inv 1/9/2023 Total	150.00
316070 Total:	150.00
THES8267 - Siegel, Theodore Total:	150.00
STA5219 - Staples Business Advantage	
0 03/01/2023 Inv 3528778980	
Line Item DateLine Item Description02/01/2023Senior Center coffee supplies	59.23
Inv 3528778980 Total	59.23
Inv 3529232691	
Line Item DateLine Item Description01/28/2023PD Office Supplies	66.14
Inv 3529232691 Total	66.14
Inv 3529766684	
Line Item DateLine Item Description02/02/2023PD Office Supplies	12.56
Inv 3529766684 Total	12.56
Inv 3530018853	
Line Item DateLine Item Description02/01/2023Swiffer duster refills, rolls of laminate	118.01
Inv 3530018853 Total	118.01
	255.94
0 Total:	255.94
STA5219 - Staples Business Advantage Total:	255.94
STSM1020 - Studio Spectrum, Inc. 0 03/01/2023	

Check Number C	heck Date	Amount
Inv 192338		
Line Item Date 02/01/2023	Line Item Description Video Production Services: 01/18/2023	2,275.00
Inv 192338 Total		2,275.00
) Total:		2,275.00
TSM1020 - Studio Spe	ectrum, Inc. Total:	2,275.00
	Sencing Studio B/01/2023	
Line Item Date	Line Item Description	
02/07/2023	Contract Class Instructor- Fencing Beginner	480.00
Inv 9339 Total		480.00
16071 Total:		480.00
VOR8032 - Swords F	encing Studio Total:	480.00
HCS8170 - Thales Co 16072 03	nsulting Inc. 3/01/2023	
Inv 3151		
Line Item Date 01/31/2023	Line Item Description Annual Cities Financial Transaction Report FY22	2,200.00
Inv 3151 Total		2,200.00
16072 Total:		2,200.00
HCS8170 - Thales Co	nsulting Inc. Total:	2,200.00
CL6115 - UC Regents 16073 03 Inv 3013-400	3/01/2023	
Line Item Date 02/01/2023	<u>Line Item Description</u> Fire Department Continuing Education - February 2023	2,281.47
Inv 3013-400 Total	I	2,281.47
16073 Total:		2,281.47
CL6115 - UC Regents	s Total:	2,281.47
P. Check Datail (2/21/2		Page 21

ULIN8021 - Uline, Inc.		
0 03/01 Inv 81847493	/2023	
	Line Item Description	
	Desktop riser for Transit staff	439.12
Inv 81847493 Total		439.12
) Total:		439.12
LIN8021 - Uline, Inc. To	tal:	439.12
JQMS8010 - Unique Man		
0 03/01 Inv 6109282	/2023	
	Line Item Description Library Agency Recovery Services: FY 2022-23	291.25
Inv 6109282 Total		291.25
0 Total:		291.25
JQMS8010 - Unique Man	agement Services, Inc. Total:	291.25
ALD4011 - Valdez, Catal	ina	
316074 03/01 Inv 01/26/2023	/2023	
Line Item Date 02/09/2023	Line Item Description Sexual Assault Invest. Training for Officers 01/26/23	56.50
02/09/2023	Sexual Assault Invest. Training for Officers 01/26/23	12.47
Inv 01/26/2023 Total		68.97
Inv 01/30-02/03/23	3	
	Line Item Description Domestic Violence Training for Det. Valdez	1,002.41
Inv 01/30-02/03/23 Tc	tal	1,002.41
316074 Total:		1,071.38
/ALD4011 - Valdez, Catal	ina Total:	1,071.38
	eless /2023	
	Line Item Description	

Line Item Date Line Item Description

Check Number C	Check Date	Amount
01/23/2023	AN 571839627-00001(12/24-1/23/23)City Bus. Telem. w/ Broadban	15.49
Inv 9926071024 T	`otal	15.49
Inv 992663238	35	
Line Item Date 02/01/2023	Line Item Description AN 542443342-00001(1/02/23-2/01/23)CD Direct Cell	51.20
Inv 9926632385 T	`otal	51.20
316075 Total:		66.69
VERW6711 - Verizon V	Wireless Total:	66.69
WON1111 - Wong, Dan 316076 0 Inv 02/08/2023	3/01/2023	
Line Item Date 02/09/2023 02/09/2023	Line Item Description Respose to the Non-Criminal Barricade training 02/08/2023 Respose to the Non-Criminal Barricade training 02/08/2023	19.98 57.75
Inv 02/08/2023 To		77.73
316076 Total:		77.73
WON1111 - Wong, Da	ren Total:	77.73
YTI1023 - Y Tire Perf 316077 0	ormance LLC 3/01/2023	
Inv 31411		
Line Item Date 12/15/2021	Line Item Description Replacement of 1 tire unit #1909	245.25
Inv 31411 Total		245.25
Inv 32769		
Line Item Date 05/09/2022	Line Item Description Replacement of 4 tires for unit #198	1,106.82
Inv 32769 Total		1,106.82
Inv 32810		
Line Item Date 05/11/2022	Line Item Description Replacement of 4 tires for unit #1703	1,162.47
Inv 32810 Total		1,162.47
Inv 33155		
Lina Itam Data	Line Item Description	

Line Item Description

Line Item Date

Check Number Check Date		Amount
06/21/2022 Replacement of	1 tire for unit #1909	280.32
Inv 33155 Total		280.32
316077 Total:		2,794.86
YTI1023 - Y Tire Performance LLC Total	:	2,794.86
Total:		318,612.63

ATTACHMENT 4 Online Payments

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City of SOUTH PASADENA

	Online Payment Log		
Date	Vendor	Amount	Description
1/25/2023	UMPQUA Bank	\$20,260.23	Online Payment for December 2022 Credit Card Transactions.
2/2/2023	So Cal Edison	\$73,432.15	Online Payment for City Owned So Cal Edison Account 600000511581.
2/10/2023	So Cal Gas	\$5,295.70	Online Payment for City Owned So Cal Gas Accounts.
2/16/2023	So Cal Edison	\$26,929.42	Online Payment for City Owned So Cal Edison Accounts.

Total:

\$125,917.50

City of SOUTH PASADENA

Date	December 2022 Credit Card Expense Summary Description	Amount
12.01.2022	Sheraton Los Angeles - 13th Annual Econ. Summit	\$44.00
12.01.2022	United Airlines - Flight from Monterey for E. Alvarez	\$348.60
12.01.2022	United Airlines - Flight from Monterey for S. Pinto	\$348.60
12.01.2022 12.01.2022	United Airlines - Flight from Monterey for E. Alvarez United Airlines - Flight from Monterey for S. Pinto	\$59.00 \$59.00
12.01.2022	Costco - Refund	\$51.81
12.01.2022	Costco - Lights	(\$51.81)
12.01.2022	Trader Joe's - Community Services Supplies	\$22.03
12.02.2022	Zoom for Community Development	\$16.11
12.02.2022 12.02.2022	ExxonMobil - Fuel for Fire Chief Gotprint.com - Library Bookmarks	\$30.00 \$388.70
12.02.2022	Target - Senior Center Supplies	\$88.27
12.04.2022	Vons - Senior Center Supplies	\$71.92
12.04.2022	Netflix.com	\$15.49
12.04.2022	Zoom - Annual Renewal for Community Services	\$161.14
12.05.2022 12.05.2022	99 Cent Store - Chat and Chew Supplies Vons - Chat and Chew Supplies	\$45.20 \$69.65
12.06.2022	APA Leadership Training	\$75.00
12.06.2022	Michaels Stores - CM Office Supplies	\$78.99
12.06.2022	Chicago Books & Journals - ALA Digital Literacy Calendar	\$29.76
12.06.2022	Booking.com - Hotel for S. Kang and H. Tran for Conference	\$1,130.20
12.06.2022	Booking.com - Refund Booking.com - Refund	(\$565.10) (\$565.10)
12.06.2022	GFOA - Renewal for Hsiulee	\$150.00
12.07.2022	Michaels Stores - Chat and Chew Supplies	\$22.04
12.07.2022	Westlake Ace - CM Office Supplies	\$19.82
12.07.2022	Hawaiian BBQ & Roll - City Council Meeting Meeting 12/07/2022	\$90.50
12.07.2022 12.07.2022	Southwest Airlines - Flight for S. Kang	\$202.96 \$202.96
12.07.2022	Southwest Airlines - Flight for H. Tran CSMFO - Conference for S. Kang	\$202.96
12.07.2022	CSMFO - Conference for H. Tran	\$470.00
12.07.2022	Costco - Senior Center Supplies	\$355.39
12.08.2022	Institute for Local Government Refund for Public Engagement Training	(\$625.00)
12.08.2022	International Code Council Access	\$782.55
12.08.2022 12.08.2022	Tomatoe Pie Pizza Joint - City Council Meeting 12/07/2022 Hi-Life Burgers - Executive Team Meeting 12/08/2022	\$42.29 \$85.69
12.08.2022	WPY - California City Manager - CCMF 2023 Annual Member Dinner for D. Megerdichian	\$75.00
12.08.2022	WPY - California City Manager - CCMF 2023 Annual Member Dinner for A. Chaparyan	\$75.00
12.08.2022	Info people - Class Registration for A. Mendoza	\$150.00
12.08.2022	Government Tax Seminar - In Person Finance Meeting for Finance Staff	\$150.00
12.08.2022 12.08.2022	Big Lots - Senior Center Supplies Smart & Final - Senior Center Supplies	\$32.41 \$149.09
12.08.2022	Alin Party Supplies - Community Services Event Supplies	\$33.00
12.08.2022	Michael's Stores - Holiday Décor for Community Services	\$74.93
12.08.2022	Michael's Stores - Holiday Décor for Community Services	\$121.10
12.09.2022	Amsterdam Print and Litho for Public Works	\$1,900.57
12.09.2022 12.11.2022	Trader Joes - Community Services Event Supplies	\$56.13 \$545.74
12.11.2022	IQAIR North America - Purifier Replacement Filters Hyatt Regency Monterey - Conference Lodging for E. Alvarez	\$423.84
12.11.2022	Hyatt Regency Monterey - Conference Lodging for S. Pinto	\$423.84
12.11.2022	Zoom - Annual Renewal for Finance Dept.	\$161.14
12.11.2022	Sam's Club - Luncheon Raffle Prizes	\$498.26
12.11.2022	Smart & Final - Senior Center Supplies	\$250.98
12.11.2022 12.11.2022	Hyatt Regency Monterey - Lodging for League of CA Cities Conference for City Clerk Turo Inc Parking Citation	\$635.76 \$53.51
12.12.2022	ICMA Online - Membership Renewal A. Chaparyan	\$1,200.00
12.12.2022	Bristol Farms - SGVCMA Luncheon December 2022	\$64.99
12.12.2022	Costco - Senior Center Supplies	\$47.52
12.12.2022	Costco - Senior Center Supplies	\$24.78
12.13.2022	Winchell's Donuts - Demonstration at Garfield Park	\$63.96
12.13.2022 12.13.2022	FedEx - SGVCMA WQA Letter USPS PO - Shipping Materials for Library Digitization	\$29.15 \$50.15
12.13.2022	Pavilions - Community Services Event Supplies	\$109.95
12.13.2022	Orbital - Equipment Rental for Annual Employee Recognition	\$475.00
12.13.2022	CA Park Rec Society - Job Posting	\$75.00
12.14.2022	Mike and Anne's - Lunch with Councilmember elect Braun and Community Member	\$98.69
12.14.2022 12.14.2022	Smart & Final - Senior Center Supplies Vons - Refreshments for Annual Employee Recognition Luncheon	\$24.95 \$153.86
12.15.2022	MISAC - Dues for Municipal Information Systems Association of California	\$130.00
12.16.2022	Amazon - City Council Swearing In Ceremony Supplies	\$41.85
12.16.2022	Target - Annual Employee Luncheon Award Prizes	\$530.00
12.17.2022	Amazon - City Council Swearing In Ceremony Supplies	\$30.84
12.18.2022 12.18.2022	Crowdcast - Event Streaming Platform for Library Vons - Holiday Party Supplies	\$10.00 \$162.90
12.18.2022	Vons - Holiday Party Supplies Vons - Holiday Party Supplies	\$437.70
12.18.2022	Kohls - Office Heater	\$84.33
12.18.2022	Vons - Annual Employee Luncheon Award Prizes	\$55.95
12.18.2022	Staples -Certificate Holders for Annual Employee Recognition Lucheaon	\$59.09
12.18.2022	Office Depot - Certificate Holders for Annual Employee Recognition Lucheaon	\$195.82
12.19.2022 12.19.2022	Rater Panel Lunch for Community Improvement Coordinator Avery Products - Labels for Library	\$123.27 \$63.39
12.20.2022	Winchell's Donuts - Public Works Department Meeting Snack	\$35.47
12.20.2022	Transaction Refund from UMPQUA	(\$137.20)
12.20.2022	Trader Joes - Council Swearing In Ceremony Supplies - 12/21/2022	\$217.49
12.20.2022	West Coast Trophy - Mayor Ceremonial Plaque w/ Gavel	\$110.25
12.20.2022	Rite Aid - CM office Supplies	\$42.79
12.20.2022 12.21.2022	Westlake Ace - Council Swearing in Ceremony Supplies 12/21/2022 SP Tote Bag Factory - Library Tote Bags	\$59.47 (\$365.80)
12.21.2022	Pavilions - Council Meeting Materials 12/21/2022	\$37.00
12.21.2022	Vons - Council Swearing in Ceremony Supplies 12/21/2022	\$21.98
12.21.2022	Canoe House - Council Meeting 12/21/2022	\$103.24
12.21.2022	Quick & Clean - Council Swearing in Ceremony Supplies 12/21/2022	\$135.00
12.21.2022	SCPLRC - Registration for Three Employees	\$375.00
12.21.2022 12.22.2022	MICTA - Annual Membership SP Dr. Brite Natural - Alcohol Wipes for Library	\$100.00 \$281.09
12.22.2022	SP Dr. Brite Natural - Alconol Wipes for Library Starbucks - Council Swearing in Ceremony Supplies 12/21/2022	\$281.09 \$45.00
12.22.2022	Constant Contact - City Communications	\$55.00
		\$20,260.23

ATTACHMENT 5 Prepaid &Warrant Voids

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Accounts Payable

Void Check Proof List

 User:
 ealvarez

 Printed:
 02/08/2023 - 1:10PM

 Batch:
 00004.02.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: WLST8267	William Shuttic									
Check No: 0	Check Date: 136.00	01/18/2023 9471	12/23/2022	Contract Instructor pa	yment for Senior Fitness class				No	0
101-8030-8021-8267-000	296.00	9474	12/23/2022	Contract Instructor pa	yment for Senior Fitness class Walk In				No	0
101-8030-8021-8267-000				F	,					·
Check Total:	432.00									
Vendor Total:	432.00									
Report Total:	432.00									

Accounts Payable

Void Check Proof List

 User:
 ealvarez

 Printed:
 02/08/2023 - 12:25PM

 Batch:
 00003.02.2023



Account Number	Amount Invoice No I	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: ALH0179 Check No: 315820	Alhambra Car Wash Check Date: 02/01/2023 2,503.00 December 202. 0	01/11/2023	PD Car Washes December 2022				23076	No	1
101-4010-4011-8100-000	_,								-
Check Total:	2,503.00								
Vendor Total:	2,503.00								
Report Total:	2,503.00								

ATTACHMENT 6 Payroll Summary

Payroll

Payroll Summary Report



Payroll Date:	2/17/2023	Regular			
Checks				\$	519.18
Direct Deposits				\$	483,811.73
IRS Payments				\$	99,112.51
EDD - State of CA				\$	29,420.60
PERS Pension				\$	-
Deferred Comp				\$	25,669.30
PERS Health				\$	-
			Subtotal:	\$	638,533.32
				_	
			Grand Total:	\$	638,533.32



City Council Agenda Report

SUBJECT:	Approval of Finance Director Salary Schedule Adjustment and Resolution for a Total Not-to-Exceed Amount of \$25,747
PREPARED BY:	Domenica K. Megerdichian, Deputy City Manager
FROM:	Arminé Chaparyan, City Manager AC
DATE:	March 1, 2023

Recommendation

It is recommended that the City Council:

- 1. Approve a salary schedule adjustment for the Finance Director classification;
- 2. Approve of a resolution to make the adjustment for the salary schedule; and
- 3. Appropriate \$25,747 to Finance Department Salaries Permanent Account 7000 from General Fund Reserves and Water and Sewer Fund balances.

Discussion

The Adopted 2022-2023 Fiscal Year Budget included the revised Memorandum's of Understanding for the City's employee groups, including the salary schedules for represented and unrepresented staff classifications. The City Manager's Office has been recruiting for a permanent Finance Director candidate for over a year, and in completing a compensation study last year, the Finance Director position is now 12% behind to the salary average for this position in the region.

As discussed with City Council and with staff, the City Manager will be addressing those certain positions that are over 10% behind the industry and regional average, as recruitments stand at 30 positions being recruited for at any given time, and while many other efforts are being made in recruitment efforts, the salary schedule catch-up is a significant issue that must be addressed to be able to move forward with the City's best recruitment and retention efforts.

Analysis

The City Manager is requesting an adjustment be made to the Finance Director salary schedule. The Finance Director position has additional agency-wide financial operational oversight responsibilities, and the City's current salary schedule for this key position is significantly behind in the region across comparable cities and their respective salary schedules for the same or similar positions. While a compensation study that was completed last year showed the position over 11% behind in salary and total compensation, the position is now 12% behind, and the proposed salary

Finance Director Salary Schedule March 1, 2023 Page 2 of 2

adjustment provides for an increase to the position, but still 6% behind the regional average; further adjustments would create compaction issues at this time. As it stands, the proposed salary adjustment creates a compaction issue with the Assistant City Manager position (vacant), that can be addressed when necessary.

The proposed salary schedule amends the compensation for this classification to \$16,397 (at top step) and appropriates \$25,747 to the Finance Department Salaries Account.

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.

Fiscal Impact

The current range for the Finance Director position is \$11,419 - \$15,303 per month, and the proposed range is \$12,236 - \$16,397, and increase of \$1,094 per month. The total cost associated with the adjustment to the Finance Director salary schedule is \$25,747 (fully burdened rate).

Classification	Proposed Monthly Salary Range	Increased to Fully Burdened Rate
Finance Director	\$12,236- \$16,397	\$25,747

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Finance Director	\$12,236	\$12,848	\$13,490	\$14,165	\$14,873	\$15,617	\$16,397

The total financial impact for all of the salary changes proposed in this report is \$25,747 (fully burdened rate), related to revising the salary schedule for the Finance Director position. The Finance Director position funding request will come from the General Fund Reserves and Water and Sewer Fund balances, where this classification is currently budgeted.

Attachments:

- 1. Resolution Adopting Finance Director Salary Schedule
- 2. Comparable Cities Chart- Finance Director Salaries in San Gabriel Valley 2023

ATTACHMENT 1

Resolution Adopting Finance Director Salary Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALFORNIA, ADOPTING A SALARY RANGE ADJUSTMENT FOR THE FINANCE DIRECTOR POSITION

WHEREAS, the City wishes to approve a revised salary schedule for the Finance Director position to provide compensation closer to the regional average for this position.

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

SECTION 1. The updated base salary schedule for the position of Finance Director, as set forth in Exhibit A, is hereby adjusted.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 1st day of March, 2023.

Mayor Jon Primuth

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk (seal) Andrew Jared, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 1st day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Deputy City Clerk (seal)

EXHIBIT A

ADJUSTMENT

(Effective March 1, 2023)

Proposed update to Salary	Proposed	Increased to Fully
Range	Monthly Salary Range	Burdened Rate
Finance Director	\$12,236- \$16,397	\$25,719

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Finance Director	\$12,236	\$12,848	\$13,490	\$14,165	\$14,873	\$15,617	\$16,397

Pervious Fully Burdened Rate	\$ 266,812.00
Proposed Fully Burdened Rate	\$ 292,559.00
Delta	\$ 25,747.00

ATTACHMENT 2

Comparable Cities Chart- Finance Director Salaries in San Gabriel Valley 2023

San Gabriel Valley Cities

Finance Director Salary Schedules Chart – 2023

Agency	Comparable Class	Minimum Salary Range	Maximum Salary Range	Other
Alhambra	Finance Director	12,640	16,456	
Arcadia	Admin/Finance Director	14,377	18,055	
Azusa	Admin/Finance Director	-	-	Contract Amount: 17,083
Covina	Finance Director	12,242	16,642	
La Canada Flintridge	Finance Director	10,846	14,534	
Monrovia	Admin/Finance Director	13,914	18,646	
Monterey Park	Admin/Finance Director	11,778	15,089	
San Gabriel	Finance Director	13,041	15,851	
San Marino	Finance Director	13,363	16,244	
South Pasadena (current)	Finance Director	11,419	15,303	
South Pasadena (proposed)	Finance Director	12,236	16,397	

Average Salary Range: 13,070 – 16,390



City Council Agenda Report

ITEM NO. 10

March 1, 2023	
Arminé Chaparyan, City Manager	
Sheila Pautsch, Community Services Director	
Approval of a Partnership with the South Pasadena Chin American Club to Host the Annual Asian American Pacif Islander Heritage Event	
	Arminé Chaparyan, City Manager A Sheila Pautsch, Community Services Director Approval of a Partnership with the South Pasadena Chin American Club to Host the Annual Asian American Pacif

Recommendation

It is recommended that the City Council approve a partnership with the South Pasadena Chinese American Club (SPCC) to host the Annual Asian American Pacific Islander (AAPI) Heritage event.

Background

In 2022, the SPCC hosted the AAPI event at Garfield Park through a city cosponsorship partnership. This event did not generate any revenue for SPCC, however, it provided the opportunity for an educational component to the community regarding AAPI. The event was well attended, free and open to the public, and provided a cultural experience for our community. The event included over 30 vendors who provided services related to the Asian American community, cultural entertainment through dance and arts, as well as culinary arts. SPCC utilized City of South Pasadena (City) owned equipment including canopies, tables, chairs, a stage, electrical, the Youth House, and the park grounds. Some other logistics included blocking off parking on Stratford, maintenance and restocking of restrooms at the park and the Youth House, and continuous monitoring of trash cans. City staff set up, monitored, broke down and cleaned up the event. The City waived all fees related to the event.

Analysis

At this time, the City does not offer an event of this multitude, and City Council's consideration of formalizing the partnership with SPCC to continue partnering on hosting this event annually will create a cultural event recognizing AAPI in the City of South Pasadena. The SPCC had a good experience in working with the City on the 2022 event, and approached staff with the idea of partnering for future events, and to continue bringing the popular and quality event to the community, recognizing that the partnership between SPCC and the City was integral in planning for and hosting the inaugural event. This event offered cultural awareness and promoted diversity in the community.

Approval of a Partnership with South Pasadena Chinese American Club for AAPI Event March 1, 2023 Page 2 of 2

Upon approval of the formalization of this partnership and this annual event, the City will continue to provide logistics, the use of City equipment and facilities, including set up, monitoring, and cleaning up after the event, as well as appropriate staffing. Staffing across Community Services and Public Works will be accommodated, and regularly scheduled Police and Fire department personnel will also support the event, schedules permitting. SPCC will provide logistics to include entertainment, food, vendor, and activity booths. Jointly, the event will be publicized, planned, and implemented in partnership with SPCC and the City.

Key Performance Indicators and Strategic Plan

This item is in line with the Community Services Department Key Performance Indicators identified in the Fiscal Year 2022-2023 Budget or the Adopted 2021-2026 Strategic Plan, and Sundown Town Resolution 7750, to support annual community forum in demonstration of the City's commitment to promoting diversity, equity, and inclusion in the community.

Fiscal Impact

The Public Works Department will provide a total of four staff within the positions of Maintenance Worker I or II (Account No. 101-6010-6410-7020) or Water Utility Worker I or II (Account No. 500-6010-6710-7020). The Community Services Department will provide a total of two staff within the positions of Recreation Leaders (Account No.101-8030-8032-7010) and one Program Specialist (Account No.101-8030-8032-7000). Onduty Police and Fire personnel will be present at the event when available. These positions and hours are included in existing appropriations.

Alternatives Considered

 Consider a Co-Sponsorship Event Application by SPCC to provide a fee waiver for the facility. Following the co-sponsorship program elements, SPCC would pay the facility deposit, staff costs, and insurance expenses. Per the current Co-Sponsorship policy, no city equipment such as tables, chairs, canopies, stage, significant level of staffing, etc. will be provided.

Attachment: Email Correspondence with SPCC Requesting Consideration of Future Partnership for the AAPI Event

ATTACHMENT 1

Email Correspondence with SPCC Requesting Consideration of Future Partnership for the AAPI Event

 From: Yuki Cutcheon
 >

 Date: February 10, 2023 at 10:20:34 AM PST
 >

 To: Armine Chaparyan <a chaparyan@southpasadenaca.gov</td>
 >, Domenica

 Megerdichian < dmegerdichian@southpasadenaca.gov</td>
 >

 Subject: AAPI event w SPCC and CIty
 >

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Armine, Jon and Domenica,

South Pas Chinese-American Club is starting to plan for the AAPI celebration event for May 2023 and I wanted to try to check in with you about this. Last year the event was co-hosted by SPCC and the City of So Pas, endorsed by Portantino and supported by Congresswoman Chu. It was our first time doing a large scale AAPI event like that and it was amazing with a huge turnout. But last year with the city as a co host, we had quite a lot of support including city staff and city resources (tents, chairs, tables), parking area blocked for entertainment and elected officials parking, decorations hung up at Garfield Park, etc. Last year it really was a joint venture between the City and SPCC and we could not have done such a large event without all that city support. This year, I know the city has implemented a formal process for applying for the city to co host an event and the city is only providing facilities access and a waived fee for the permit(s). So then, for this event, is there a way that we can actually partner with the City for this event and have more support from the City, or is the AAPI event falling under the same generic category as all other community events and the only support the City can provide is the use of Garfield Park? We would love to of course be able to really partner with the City in putting on this event, but I am unclear if something like that can even happen. Any immediate guidance would be appreciated! Yuki



SUBJECT:	Adoption of a Resolution Approving Updated Job Descriptions
PREPARED BY:	Luis Frausto, Management Services Director
FROM:	Arminé Chaparyan, City Manager
DATE:	March 1, 2023

Recommendation

It is recommended that the City Council adopt a resolution to approve revised job descriptions to ten (10) classifications.

Discussion

The Public Works Director and the City Manager propose changes to the job descriptions for select classifications. Staff worked with the Public Works Department on the proposed revisions. The revisions include changes to Employment Standards specific to required or preferred licenses, response time, and updates to the examples of duties that better reflect the current job environment and market.

The Public Service Employees Association (PSEA) was notified of the proposed changes and completed the meet and confer obligation with the employee labor group. Email correspondence was received on February 2, 2023, advising the city to proceed with the proposed changes in this staff report.

Analysis

Stand-by Response Time

In 2010, a Side Letter of Agreement (SLA) was signed between the City and the PSEA, related to the Stand-by Response Time employment standard. The agreed-upon response time for Public Works positions was set at 45 minutes. At that time, the classifications in the rotation for Stand-By Response were not updated. Subsequently, two classifications were updated in 2012 and 2014 respectively, however, the need to update the stand-by response time requirement caused a delay in the posting and recruitment timeline. In anticipation of future recruitments and the need to have job descriptions updated, staff is recommending updating the following classifications to reflect the 45-minute stand-by response time requirement:

- Building Maintenance Worker
- Electrician
- Maintenance Worker I, II, Senior
- Water Production Operator & Senior

Public Works Job Descriptions March 1, 2023 Page 2 of 3

• Water Production Operator

Previously Updated Language

- Utility Worker I & II Revised in 2012
- Senior Utility Worker Revised in 2014

Updated language for job descriptions is as follows: "Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout."

Class B License Requirement

Public Works, in collaboration with Human Resources, have identified a need to update job descriptions that currently require a Class B license. The current job market is competitive, and in reviewing recent recruitments, staff have found that the Class B requirement significantly narrows the number of qualified candidates, putting the City at a disadvantage when recruiting talent. Staff is recommending making the Class B license a preferred qualification, rather than a minimum requirement, which would allow for on the job training and the completion of the Class B requirements while employed, which will increase the number of qualified candidates and aid in filling the positions efficiently.

The classifications listed below identify the changes necessary to the Class B license requirement:

Preferred:

- Sr. Water Production/Treatment Operator
- Water Production Operator
- Maintenance Worker I, II & Senior
- Water Utility Worker I, II & Senior
- Street & Sewer Supervisor

Remove:

- Water Operations Manager
- Electrician

Updated language for job descriptions as follows: "Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire."

Electrician Job Description

Human Resources has reviewed the Electrician job description and looked at comparable classifications for neighboring cities and government entities. Through this review, Human Resources recommends updating the Employment Standards to add

Public Works Job Descriptions March 1, 2023 Page 3 of 3

certification and/or education requirements to the Electrician classification to ensure the safety and proper handling of electrical work within city-owned or operated facilities and locations. AB 1087 requires electricians to be certified to work as electricians without one-on-one supervision, with exceptions. Certification and/or Education Requirements can be met through the following:

- Completion of an electrician program at an accredited institution, or
- California Electrical Certification, or
- Journeyman-level experience, or
- Completion of a recognized apprenticeship.

Alternatives

The City Council approved a comprehensive classification and compensation study to evaluate positions and job functions for all city classifications. The compensation study is complete, and the classification portion of the study will commence this fiscal year. Human Resources requires the approved job descriptions for the positions approved in the 2022-2023 Budget to begin the recruitment for these positions as vacancies occur.

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Attachment: Resolution Adopting Updated Job Descriptions

ATTACHMENT

Resolution Adopting Updated Job Descriptions

RESOLUTION NO. XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING UPDATED JOB DESCRIPTIONS

WHEREAS, the City wishes to update the job descriptions for the following positions:

Building Maintenance Worker Electrician Maintenance Worker I, II, Senior Street & Sewer Supervisor Sr. Water Production/Treatment Operator Water Operations Manager Water Production Operator & Senior Water Utility Worker I, II & Senior; and

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

SECTION 1. That the job description for the following positions are attached hereto as shown in Exhibit A, is hereby adopted.

Building Maintenance Worker Electrician Maintenance Worker I, II, Senior Street & Sewer Supervisor Sr. Water Production/Treatment Operator Water Operations Manager Water Production Operator & Senior Water Utility Worker I, II & Senior

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 1st day of March, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez Deputy 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 1st day of March, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez Deputy City Clerk

BUILDING MAINTENANCE WORKER

(Full Time – Public Service Employees Association)

Purpose

Under direction. performs a variety of skilled and semi-skilled plumbing. Carpentry and electrical work; performs unskilled building and grounds maintenance work; and performs other related duties as required.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in. this class. An employee may not be assigned all duties listed and may be assigned duties 'which are not listed below.

Marginal duties (shown in *italics*) are those which are **least** likely to be essential functions for any single position in this class.

Repairs chairs, tables, bookshelves, and desks; installs locks on cabinets; builds cabinets and shelves; secures cabinets for earthquake safety.

Repairs toilets, urinal, sinks, faucets, and valves; replaces or repair fixtures; unclogs toilets and drain traps.

Replaces light bulbs. ballasts and fluorescent lights.

Remodels rooms and builds storage areas including framing. plastering. And installation of doors and windows.

Opens City Hall and Police department Buildings; waters plants in the courtyard; orders janitorial supplies; collects items for recycling and delivers to recycling center.

Employment Standards

Education/Experience:

Three years of experience in building maintenance activities that included plumbing and carpentry work or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Knowledge of:

Plumbing methods and procedures; carpentry methods and techniques; basic electrical theory; wiring procedures; safety precautions of the work; materials. equipment. and tools used in building maintenance.

Ability to:

Use hand tools and small power tools used in electrical. plumbing. carpentry. And painting; establish and maintain working relationships with employees; keep simple records; work independently.

Special Requirements:

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout.

Physical Demands

Involves active physical work but not prolonged heavy exertion. On feet most of time involving bending. stooping. squatting. twisting. reaching. working on irregular surfaces; frequent lifting of objects up to 25 lbs. with occasional lifting of objects weighing over 50 lbs.

Working Conditions

Working environment is generally inside a building with limited exposure to dust, fumes, noise or exposure to outdoor weather conditions.

FLSA Status

Non-exempt

Revision Dates

October 1994 Revised 02/2023

ELECTRICIAN

(Full Time – Public Service Employees Association)

Purpose

Under general supervision, performs skilled work in the maintenance, repair, and installation of electrical building/street lighting and control systems in the water pumping facilities; and performs other related duties as required.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

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 ballasts; replaces or repairs streetlight poles and arms; trims trees around streetlight fixtures.

Maintains City building electrical related systems, including lighting, air conditioning, and electrical wiring and cabling; replaces fluorescent light bulbs and ballasts; replaces incandescent bulbs; adds or repairs electrical circuits; installs and replaces computer cabling; changes filters in air conditioner; adds chemicals to water towers; maintains and replaces water pumps for air conditioners.

Repairs electrical control panels in pumping facilities; replaces wiring.

Maintains lighting systems in parks and parking lots; replaces time clocks for irrigation systems.

Assists other divisions and departments; hangs banners for special events; trims trees and removes branches.

Employment Standards

Education/Experience:

Three years of electrical maintenance experience that included maintenance of street lighting systems or mechanical systems or any combination of training and/or experience that could likely provide the desired knowledge and abilities. Completion of an electrician program at an accredited institution, or CA Electrical Certification, or Journeyman-level experience, or Completion of a recognized apprenticeship.

Knowledge of:

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; wiring diagrams and print readings.

Ability to:

Test, troubleshoot, and repair electrical equipment; read, interpret and work from plans, drawings and sketches; establish and maintain working relationships with employees and the public; operate bucket truck, dig trenches.

<u>Special Requirements:</u> Possession of a valid Class C California Driver's License is required.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout.

Physical Demands

Regularly performs active physical work without prolonged heavy exertion. Occasionally performs strenuous physical work. Physical demands include occasional lifting of objects over 50 pounds, combined with bending, twisting, working above ground or on irregular surfaces.

Working Conditions

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

FLSA Status

Non-exempt

Revision Dates

Revised 05/00 Revised 02/2023

MAINTENANCE WORKER I - II

(Full Time – Public Service Employees Association)

Purpose

Performs a variety of routine and semi-skilled maintenance, repair, and general labor or construction work in the Public Works Operations & Maintenance Division; and performs other related duties as required.

Distinguishing Characteristics

Grade Level I –	This is the entry and training class level in the series. Incumbents work under immediate supervision while performing the simpler elements of a variety of work.
Grade Level II –	This is the fully experienced working class in the series. Incumbents are thoroughly skilled in the work methods and procedures for a particular division and have a basic understanding of the other work areas. Incumbents are expected to work with general supervision.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties, which are not listed below.

Performance a variety of routine and semi-skilled maintenance, repair, and service work at city facilities, restrooms, parks, streets, sewer lines, storm drains, and gutters. This includes picking up trash, recycling, trimming trees; clearing brush and fallen tree branches; running electrical cables; opening and closing facilities, and building and moving furniture.

Performs template painting of traffic regulator signs, symbols, zone and other curb and street markings; installs or replaces street signs; installs poles and V channels.

Patches streets with asphalt; loads asphalt and delivers to job site; performs rough concrete work for curbs and gutters.

Conducts regular inspections of facilities, parks and other city owned properties for safety concerns, maintenance or repair work that may be needed.

Responds to work requests from various City departments and log the completion of requests.

Operates manual and automatic systems; tools, materials and methods equipment, methods and procedures used in public works maintenance work;

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Maintains, cleans, and operates a variety of equipment including but not limited to mowers, rodding machines chain saws, weed eaters, pressure washers, and other power equipment and pneumatic tools and reports the need for major repairs.

Drives city vehicles and performs other related duties as assigned or as situations requires.

Performs related duties and responsibilities as assigned.

Employment Standards

- **Grade Level 1** One year of experience performing heavy manual labor preferably in public works construction or any combination of training and/or experience that could likely provide the desired knowledge and abilities. Grade one wastewater certification desirable.
- **Grade Level II** One year of experience as a Maintenance Worker I or two years of increasingly responsible experience in construction and maintenance work or any combination of training and/or experience that could likely provide the desired knowledge and abilities. Grade one wastewater certification desirable.

Knowledge of:

Use of basic hand and power tools; basic construction and maintenance materials, methods, and terminology; basic safety considerations of work.

Ability to:

Perform heavy manual labor; use basic hand and power tools; perform simple maintenance repairs and construction-related tasks.

For Grade Level II - Determine and use a wide variety of tools and equipment used in public works construction; operate light and medium duty equipment such as skip loader, backhoe, and trucks; use jackhammer, paint compressor, chipper, and sewer machine; establish and maintain working relationships with employees and the public.

Special Requirements:

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout.

Physical Demands

Strenuous physical work. Physical demands include frequent lifting of objects over 25 pounds, often combined with bending, twisting, working above ground or on irregular surfaces. **Working Conditions**

Continuous exposure to elements such as dust, fumes and odors, dampness, raw sewage, noise levels, or outside weather conditions.

FLSA Status

Non-exempt

Revision Dates

Revised 08/05/2012 Revised 02/2023

SENIOR MAINTENANCE WORKER

(Full Time – Public Service Employees Association)

Purpose

Under general supervision, performs skilled work in the Public Works Operations & Maintenance Division; leads the work of a small crew or works independently, and performs other related duties as required.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

Acts a crew leader, provides, and conducts training on methods, tools, materials, and types of equipment utilized; leads the work of maintenance staff and contractors, ensuring work methods and safety procedures are followed; inspects completed work; maintains daily and monthly reports of work activities; prepare written reports as necessary.

Serves as a lead and assists crew engaged in performing maintenance, repair, and service work, including patching streets and alleys with asphalt materials. Repairs concrete curbs and gutters, sets forms, finishes concrete, brick, and block repairs.

Assists other divisions and teams in maintenance projects, clean-up, and set-up of City events, as needed.

Ensures contractors' work product complies with City requirements and standards.

Properly account for and use assigned materials, supplies, and equipment;

In the absence of a supervisor, may act as supervisor of the division.

Performance a variety of skilled and semi-skilled maintenance, repair, and service work at city facilities, restrooms, parks, streets, sewer lines, storm drains, and gutters. This includes picking up trash, recycling, trimming trees; clearing brush and fallen tree branches; running electrical cables; opening and closing facilities, and building and moving furniture.

Performs template painting of traffic regulator signs, symbols, zone and other curb and street markings; installs or replaces street signs; installs poles and V channels.

Patches streets with asphalt; loads asphalt and delivers to job site; performs rough concrete work for curbs and gutters.

Conducts regular inspections of facilities, parks and other city owned properties for safety concerns, maintenance or repair work that may be needed.

Responds to work requests from various City departments and log the completion of requests.

Operates manual and automatic systems; tools, materials and methods equipment, methods and procedures used in public works maintenance work;

Maintains, cleans, and operates a variety of equipment including but not limited to mowers, rodding machines chain saws, weed eaters, pressure washers, and other power equipment and pneumatic tools and reports the need for major repairs.

Drives city vehicles and performs other related duties as assigned or as situations requires.

Performs related duties and responsibilities as assigned.

Employment Standards

Education/Experience:

Equivalent to graduation from high school and two years of experience in public works maintenance and repair work, and public technology programs; **or** two years of experience performing duties comparable to a Street Maintenance Worker II.

Knowledge of:

Considerable knowledge of equipment operation techniques and methods used in the construction and maintenance of streets, sidewalks, signs, sewer systems and storm drains; lead and supervise training techniques; safe work practices; uses and purposes of general construction tools and equipment; traffic control, ordinances and rules involved in truck and heavy equipment operation; standards relating to the installation, location and required maintenance of traffic signs and paving markings.

<u>Ability to</u>:

Operate and maintain light and medium duty equipment; operate hand and power tools, maintain records and reports; supervise and schedule work; instruct others in work procedures; establish and maintain working relationships with employees and the public.

Special Requirements:

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout.

Physical Demands

Strenuous physical work. Physical demands include frequent lifting of objects over 50 lbs., often combined with bending, twisting, working above ground or on irregular surfaces.

Working Conditions

Continuous exposure to elements such as dust, fumes and odors, dampness, raw sewage, noise levels, or outside weather conditions.

FLSA Status Non-exempt

Revision Dates

Revised 02/01 Revised 02/2023

SENIOR WATER PRODUCTION/TREATMENT OPERATOR

(Full Time – Public Service Employees Association)

Purpose

Under the supervision of the Water Operations Manager, the Senior Water Production/Treatment Operator leads the crew for the Water Production section of the Public Works Department; is involved in the maintenance, repair and operation of water production; and performs other related duties as required. In the absence of the Water Operations Manager, the Senior Water Production/Treatment Operator shall oversee water production operations.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

In water production, plans, organizes and leads the operation, repair and maintenance of pumping equipment and facilities, including the SCADA system; coordinates the water testing program and prepares required reports; updates and submits monthly reports to the CDPH; completes reports to all water related agencies; and inspects work performed by contractors.

Determines maintenance schedules and work methods; instructs subordinates in work methods and safety procedures; troubleshoots difficult or unusual problems; inspects completed work; and evaluates the performance of subordinates.

Orders materials and supplies; obtains bids for equipment; maintains daily and monthly reports of work activities; prepares written reports as necessary.

Coordinates work activities with other work units, departments and agencies; responds to customer calls and complaints; and issues work orders.

Employment Standards

Education/Experience:

Three years of increasingly responsible experience, performing similar operation and maintenance work as performed within the unit, or any combination of training and/or experience that could likely provide the desired knowledge and abilities. A High School Diploma or G.E.D. is required.

Knowledge of:

Principles of a crew leader and training; methods, tools, materials and types of equipment used in water production and distribution; pump operation and repair; basic math; electrical theory and control systems; hazards and safety precautions of the work.

Applicant must be familiar with California Water Resources Control Board (formerly known as the California Department of Public Health) regulations pertaining to water quality / distribution.

Must have experience collecting various types of water samples. Must be a self-starter, well organized, possess good verbal / writing skills, and be able to multi task. Must also have computer skills using Microsoft Word and Excel.

Ability to:

Plan, organize and oversee the work of employees; establish and maintain working relationships with employees and the public; analyze work situations and determine a course of action; maintain records and prepare reports; read and follow plans and drawings; and perform manual labor.

Special Requirements:

Water production position must possess a California Grade II Water Treatment Operator Certificate issued by the California Water Resources Control Board (formerly known as the California Department of Public Health) and a Grade II Water Distribution Operator Certificate.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout.

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Active physical work without prolonged heavy exertion. Physical demands include occasional lifting of objects over 25 pounds, combined with bending, twisting, working above ground or on irregular surfaces.

Working Conditions

Exposure to unpleasant elements such as dust, fumes and odors, dampness, noise levels, and outside weather conditions, on an occasional to frequent basis.

FLSA Status

Non-exempt

Revision Dates

08/20/2014 Revised 02/2023

SENIOR WATER UTILITY WORKER

(Full Time – Public Service Employees Association)

Purpose

Under general supervision Water Operations Manager, performs skilled work in the Water Division of the Public Works Department; leads the work of a small crew or works independently; and performs other related duties as required. Incumbents are thoroughly skilled in the work methods and procedures for the Water Division and have an extensive understanding of the other work area within the Public Works Department.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

In Water Distribution, leads and instructs workers; plans and organizes work and projects; keeps records regarding equipment and materials used and makes decisions regarding work procedures. Coordinates with contractors for emergency repair or planned projects, and inspects work performed by contractor.

Installs, replaces, repairs and reads water meters; connects and disconnects water services; posts door hangers; tests meters upon customer request and on a routine maintenance basis for accuracy; and repairs meter leaks.

Installs and maintains water services and hydrants; digs trenches to install or repair lines; locates breaks and repairs water lines when appropriate; repairs or replaces valves.

Operates a variety of light-and medium-duty equipment; cleans and cares for tools and equipment; and performs minor maintenance work on equipment and facilities.

Instructs subordinates in work methods and safety procedures; inspects completed work; and evaluates the performance of subordinates. Obtains bids and orders material, supplies, and equipment; maintains daily and monthly reports of work activities; and prepares written reports as necessary.

Assists other City staff and crews with various projects and tasks related to water conservation.

Employment Standards

Education/Experience:

A High School Diploma or G.E.D. is required. Two years of experience equivalent to a Water Utility Worker II, or two years of increasingly responsible experience in construction and maintenance work, and/or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

Knowledge of:

Federal and State (California Water Resources Control Board, formerly known as the California Department of Public Health)) water quality and distribution laws and requirements; water distribution system operations and inspection techniques; safety techniques of basic hand and power tool operations; advanced knowledge of construction and maintenance materials, methods and terminology; advanced knowledge of safety considerations of work methods and processes, materials, procedures and equipment used in the maintenance of streets, water and sewer systems; and occupational hazards and safety precautions of work related to the position.

Principles of a crew leader and training; methods, tools, materials and types of equipment used in water distribution; basic math; and hazards and safety precaution of the safe work zone related to the position; basic computer skills using Microsoft Word, Excel and email.

Ability to:

Communicate clearly and concisely, both verbally and in writing; ability to read, understand and interpret government rules and regulation, and technical/manual procedures; plan, organize and oversee the work of employees; analyze work situations and determine a course of action; maintain accurate records and prepare reports; read and follow plans and drawings.

Perform heavy manual labor; use basic hand and power tools; perform complex maintenance repairs and construction-related tasks; and establish and maintain good working relationships with employees and the public.

Determine and use a wide variety of tools and equipment used in public works construction; operate light and medium duty equipment such as skip loader, back hoe and trucks; and use a jack hammer and compressor.

Special Requirements:

By the end of the first year of employment or the end of the probationary period, whichever comes first, the incumbent must possess a Grade I Water Treatment Operator Certificate and a Grade III Water Distribution Certificate issued by the California Water Resources Control Board (formerly known as the California Department of Public Health).

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during any emergency callout.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position involves strenuous physical work. Physical demands include frequent lifting of objects up to 50 pounds, often combined with bending, twisting and working above ground or on irregular surfaces. Specific vision abilities required by the job include close, distance, color, peripheral, depth perception and the ability to adjust focus. Required to conduct field inspections on a daily basis.

Working Conditions

Continuous exposure to unpleasant elements such as dust, fumes and odors, dampness, noise levels, and outside weather conditions.

FLSA Status Non-exempt

Revision Dates

8/20/2014 01/2023

STREETS SUPERVISOR

(Full Time – Public Service Employees Association)

Purpose

Under direction, plans, directs, supervises and participates in the maintenance of the City streets and sewer collection system; and performs other related duties as required.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

Plans, organizes, and supervises the work involving the maintenance of streets and sewer collection systems; determines maintenance schedules and work methods; instructs subordinates in work methods and safety procedures; inspects completed work; reviews and approves time cards and leaves; interviews and makes hiring recommendations; evaluates the performance of subordinates; participates in disciplinary actions.

Participates in the work of the unit as necessary that includes operating sewer equipment, installing street signs, set up and painting of street markings, and patching concrete and asphalt streets.

Orders materials and supplies; obtains bids for equipment; assists in budget preparation; maintains daily and monthly reports of work activities; prepares written reports as necessary; assists in estimating and surveying street maintenance work to be accomplished.

Responds to citizen questions and complaints; responds to public works emergency calls.

Coordinates work activities with other work units and departments; assists with traffic control for special events; insures proper placement of barricades and temporary signs.

Employment Standards

Education/Experience:

Four years of increasingly responsible experience performing similar maintenance and construction work with one year at a lead level or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Knowledge of:

Principles of supervision and training; methods, tools, materials, and types of equipment used in street and sewer maintenance; City functions, policies and procedures; hazards and safety precautions of the work.

Ability to:

Plan, organize, and supervise the work of employees; establish and maintain working relationships with employees and the public; analyze work situations and determine a course of action; maintain records and prepare reports; read and follow plans and drawings; perform manual labor.

Special Requirements:

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Physical Demands

Active physical work without prolonged heavy exertion. Physical demands include occasional lifting of objects over 50 pounds, combined with bending, twisting, working above ground or on irregular surfaces.

Working Conditions

Continuous exposure to unpleasant elements such as dust, fumes and odors, dampness, raw sewage, noise levels, or outside weather conditions.

FLSA Status

Non-exempt

Revision Dates

Revised 5/99 Revised 1/2023

Water Operations Manager

(Full Time – Public Service Employees Association)

Purpose

Under the direction of the Public Works Director, this position manages all of the operations of the Water Division in the Public Works Department. This is an at-will position.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may perform other related and emergency duties as required. An employee may perform various duties including, but not limited to:

Plans, organizes, and supervises work involving the installation and repair of the water services, main lines and hydrants; supervises meter repair and replacement; supervises customer service activity regarding water quality/service and meter reading activities; coordinates City's cross-connection control program.

Plans and organizes the operation, repair, and maintenance of pumping equipment and facilities, including the SCADA system; coordinates the water testing program and prepares required reports; inspects work performed by contractors.

Determines maintenance schedule and work methods. Instructs subordinates in work methods and safety procedures; troubleshoots difficult or unusual problems; and inspects completed work. Reviews and approves time cards and employees time off slips; interviews and makes hiring recommendations; evaluates the performance of subordinates; and participates in disciplinary actions.

Prepares staff reports for the Public Works Commission and the City Council. Represents the City at local, regional and other community meetings. Participates in the day to day activities of the department as necessary.

Orders materials and supplies; obtains bids for equipment; assists in budget preparation; maintains daily and monthly reports of work activities; and prepares miscellaneous reports as necessary.

Coordinates work activities with other work units, departments, and agencies; responds to customer calls and complaints; and issues work orders.

Employment Standards

Education/Experience:

Five years of increasingly responsible experience performing operation and maintenance work within a similar area and unit, with two years at a supervisor level or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Knowledge of:

Principles of supervision and training; methods, tools, materials, and types of equipment used in water production and distribution; water sampling techniques and procedures; pump operation and repair; basic math; electrical theory and control systems; SCADA system operation; state and local laws and regulations pertaining to water systems; and City functions, policies and procedures, hazards and safety precautions of the work.

Ability to:

Plan, organize, and supervise the work of employees; establish and maintain working relationships with employees and the public; analyze work situations and determine a course of action; maintain records and prepare reports; read and follow plans and drawings; and perform manual labor.

Special Requirements:

Must possess a Grade II Water Treatment and a Grade III Water Distribution certificates issued by the California Department of Public Health. Must have a Cross Connection Program Specialist Certificate. Must be able to participate on the stand-by call rotating schedule, and be able to respond within 45 minutes for emergency situations.

Possession of a valid Class C California Driver's License is required.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Active physical work without prolonged heavy exertion. Physical demands include occasional lifting of objects over 25 pounds, combined with bending, twisting, and working above ground or on irregular surfaces.

Working Conditions

Exposure to unpleasant elements such as dust, fumes, and odors, dampness, noise levels, or outside weather conditions on an occasional to frequent basis.

FLSA Status

Exempt, At-Will

Revision Dates

8/20/2014

01/2023

Water Production/Treatment Operator

(Full Time – Public Service Employees Association)

Purpose

Under general supervision, operates and maintains pumping equipment of the water distribution system; performs unskilled and semi-skilled work in the maintenance of water facility grounds; and performs other related duties as required.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

Controls flow of water to the storage reservoirs; calculates and maintains required water levels; maintains pumps and machinery; keeps daily log of shift operations to include blending calculations; monitors gauges and records information; prepares monthly production reports; monitors disinfectant system; conducts visual inspections of working apparatus, lines and grounds.

Cleans and maintains facilities and grounds; paints facilities; repairs screens; cleans sidewalks; trims and waters grass and shrubs; removes weeds and trash from reservoir areas.

Makes minor mechanical and electrical repairs of pumping equipment and valves; troubleshoots telemetering problems related to phone lines.

Draws samples of water for laboratory tests and analysis; collects samples from customer complaints; delivers samples to laboratory.

Employment Standards

Education/Experience

Three years of experience in the maintenance of a water distribution or any combination of education and/or experience that could likely provide the required knowledge and abilities.

Knowledge of:

Functions and servicing requirements of pumping equipment and machinery; the processes and procedures involved in distribution of potable water; basic math; grounds maintenance practices. Knowledge of the Supervisory Control and Data Acquisition (SCADA) System.

Ability to:

Inspect machinery and mechanical equipment in use and to detect improper operation; maintain a variety of records and logs, and make changes in the water distribution system based on those records; establish and maintain working relationships with staff, contractors, and customers.

Special Requirements:

Grade I Water Treatment Operator Certificate, and Grade I Water Distribution Certificate issued by the California Department of Health Services. In addition, a Grade II Water Treatment Certificate is required at end of one year.

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Must be able to participate on the stand-by rotation program and respond within 45 minutes during an emergency callout.

Physical Demands

Active physical work without prolong heavy exertion. On feet most of time involving bending, stooping, squatting, twisting, reaching, working on irregular surfaces. Climbs ladders and stairs. Frequent lifting of objects over 25 lbs. with occasional lifting of objects weighing up to 50 lbs.

Working Conditions

Works with exposure to weather conditions on a daily basis. Intermittent to frequent exposure each day to unpleasant elements such as dust, fumes and odors, dampness. Daily exposure to extreme noise levels. Occasionally handles chlorine containers.

FLSA Status

Non-exempt

Revision Dates

03/2006 01/2023

WATER UTILITY WORKER I, II

(Full Time – Public Service Employees Association)

Purpose

Performs a variety of unskilled and semi-skilled maintenance, repair, and general construction work in the Department of Public Works Water Division and performs other related duties as required.

Distinguishing Characteristics

- **Grade Level I** This is the entry and training class level in the series. Incumbents work under immediate supervision while performing the simpler elements of a variety of work.
- **Grade Level II** This is the fully experienced working class in the series. Incumbents are thoroughly skilled in the work methods and procedures for a particular division and have a basic understanding of the other work areas within the Public Works Department. Incumbents are expected to work with general supervision.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties, which are not listed below.

Installs, replaces, repairs, and reads water meters; connects and disconnects services; posts door hangers; tests meters upon customer request and on routine maintenance basis for accuracy; repairs meter leaks.

Installs and maintains water services and hydrants; digs trenches to install or repair lines; locates breaks and repairs water lines when appropriate; repairs or replaces valves.

Operates a variety of light- and medium-duty equipment; cleans and cares for tools and equipment; performs minor maintenance work on equipment and facilities.

Assists other division crews and departments as needed; trims trees; clears brush; moves furniture and other related duties.

Employment Standards

Grade Level 1 – One year of experience performing heavy manual labor preferably in public works construction or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Grade Level II – One year of experience as a Maintenance Worker I or two years of increasingly responsible experience in construction and maintenance work or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Knowledge of:

Both Classes - Uses of basic hand and power tools; basic construction and maintenance materials, methods, and terminology; basic safety considerations of work.

Ability to:

Both Classes - Perform heavy manual labor; use basic hand and power tools; perform simple maintenance repairs and construction-related tasks, establish and maintain good working relationships with employees and the public .

For Grade Level II - Determine and use a wide variety of tools and equipment used in public works construction; operate light and medium duty equipment such as skip loader, back hoe, and trucks; use jack hammer, paint compressor, chipper, and sewer machine; establish and maintain working relationships with employees and the public.

Special Requirements:

Possession of a valid Class C California Driver's License is required. Possession of a valid California Class "B" Driver's License is desirable. May be required to acquire a California Class "B" License after hire.

Must be able to participate on the stand-by call rotating schedule and be able to respond within 45 minutes for emergency situations.

For Grade Level I - By the end of first year or end of probation, candidate must possess a Grade I Water Distribution Certificate issued by the California Department of Health Services.

For Grade Level II - By the end of first year or end of probation, candidate must possess Grade II. Water Distribution Certificate issued by the California Department of Health Services.

Physical Demands

Strenuous physical work. Physical demands include frequent lifting of objects up to 50 pounds, often combined with bending, twisting, working above ground or on irregular surfaces.

Working Conditions

Continuous exposure to unpleasant elements such as dust, fumes and odors, dampness, raw sewage, noise levels, or outside weather conditions.

FLSA Status

Non-exempt

Revision Dates

8/15/2012 01/2023

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SUBJECT:	Approval of a Task Order with Annealta Group for Street Improvement Program and Project Management
PREPARED BY:	Ted Gerber, Director of Public Works
FROM:	Arminé Chaparyan, City Manager AC
DATE:	March 1, 2023

Recommendation

It is recommended that the City Council:

- Authorize the City Manager to execute a Task Order under an existing Master On--Call Professional Services Agreement with Annealta Group (Consultant) to facilitate the project delivery of multiple street improvement projects and develop a 5-year comprehensive and focused Street Improvement Program. The Task Order is in the amount of Seventy-Two Thousand and Four Hundred Thirty-Five Dollars (\$72,435), including a \$65,850.00 fee, based on the rates in the Approved Fee Schedule in Annealta's Master Agreement, and a 10% contingency of \$6,585.00;
- Authorize an appropriation of \$72,435 from the City's available Measure M Local Return to Public Works Measure M Professional Services Expenditure Account No. 236-6010-6011-8170-000 for this work and reduce Street Repairs – 2023 appropriations by \$72,435, Expenditure Account No. 236-9000-9203-9203-003; and
- 3. Authorize the City Manager to execute all related documents on behalf of the City.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure. As a result of insufficient funds and lack of resources, staff was not able to execute the design and construction of some of the street repair projects adopted by the City Council in FY 2018-2019, FY 2019-2020, FY 2020-2021 and FY 2021-2022. Staff have been preparing multiple streets for repair, with work currently in various project phases, including planning, design, and the pending procurement for construction. Additional project management resources are necessary to facilitate the completion of these projects.

Annealta Group Street Improvement Program and Project Management Task Order March 1, 2023 Page 2 of 2

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. Annealta Group is one of the consultants approved by the City Council, having submitted a proposal to provide program, project & grant management services, among other services. Annealta is well qualified to complete the scope of work required. Annealta's scope of work, under this task order, includes the facilitation of street improvement project delivery, and the development of a 5-year comprehensive and focused Street Improvement Program.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follows City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to Council for approval.

Fiscal Impact

Staff is recommending an appropriation of Seventy-Two Thousand and Four Hundred Thirty-Five Dollars (\$72,435) from the City's available Measure M Local Return to the Public Works Measure M Professional Services Expenditure Account No. 236-6010-6011-8170-000 for this work and reduce Street Repairs – 2023 appropriations by \$72,435, Expenditure Account No. 236-9000-9203-9203-003. Measure M Local Return funds are eligible to be used for planning, engineering and design, and administration for street and roadway improvements.

Environmental Analysis

Street resurfacing and repair for existing roadways is a negligible expansion, and is therefore exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Key Performance Indicators and Strategic Plan

This item is in line with the Public Works Department Key Performance Indicators identified in the Fiscal Year 2022-2023 Budget and the Adopted 2021-2026 Strategic Plan Section 4e- Capital Improvement Program.

Attachment

Task Order and Executed Master On-Call Professional Services Agreement with Annealta Group

ATTACHMENT

Task Order and Executed Master On-Call Professional Services Agreement with Annealta Group

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EXHIBIT C

TASK ORDER NO. ANTLAGRP-001

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-107)

This Task Order No. **ANTLAGRP-001** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and Annealta Group ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated September 28, 2022 by which the Consultant agreed to perform Program, Project & Grant Management Services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. <u>INCORPORATION BY REFERENCE</u>. This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
- 2. <u>SCOPE OF TASK ORDER</u>. Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

Street Improvement Program Management Services

Facilitate the project delivery of multiple street improvement projects and develop a 5-year comprehensive and focused Street Improvement Program.

Task 001 – Street Improvement Program Management:

- a. Review June 15, 2022 City Council Report related to California Road Repair and Accountability Act Funds (Senate Bill 1), including Maintenance of Effort requirements and City Council selected streets as the basis for programmed street repair.
- b. Review the current Capital Improvement Program, Street Rehabilitation Projects, and Pavement Management Plan. Provide recommendations for short-term and long-range projects and programs with the goal of constructing as many projects as is feasible, in a timely and cost effectively manner.
- c. Assist staff with the development of project descriptions and scopes to determine budgets and delivery schedules.
- d. Assist City staff with scoping, developing, and scheduling street projects.
- e. Assist City staff in selecting and administering design consultants utilizing the City's Purchasing Policy and existing On-Call Professional Services Consultants.
- f. Attend one City Council meeting for the purpose of providing an informational update on the City's Street Improvement Program.

12 - 5

- g. Provide comprehensive Draft and Final 5-Year Street Improvement Program deliverable that includes recommendations.
- **3. TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

Tim D'Zmura President/CEO Annealta Group 5151 Oceanus Drive, Suite 103 Huntington Beach, CA 92649 Office Telephone: (714) 661-5761 Mobile Telephone: (714) 625-5840 Email: tdzmura@annealtagroup.com

4. SCHEDULE. Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:

All scope items listed in this task order shall be completed as directed by the City Public Works Director.

5. <u>PAYMENT</u>. For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than Seventy-Two Thousand and Four Hundred Thirty-Five Dollars (\$72,435), including a \$65,850.00 fee, based on the rates in the Approved Fee Schedule in the Master Agreement, and a 10% contingency of \$6,585.00. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1: Annealta Tasks and Assigned Personnel with Hourly Rates (\$ / hr)				
Task	Principal (Project Manager)	Assistant Project Manager	Task Fee	
	\$205	\$165		
001.a-g	120 hrs \$ 24,600.00	250 hrs \$ 41,250.00	\$ 65,850.00	
Total	\$ 24,600.00	\$ 41,250.00	\$ 65,850.00	

6. <u>SIGNATURES</u>. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City" City of South Pasadena	"Consultant" Annealta Group
By: Signature	By: Signature
Printed:	Printed:
Title:	Title:
Date:	Date:

Approved as to form:

By:_____

Andrew Jared, City Attorney

Date:_____

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Annealta Group)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be

performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. "Commencement Date": September 28, 2022.
- 3.6. "Termination Date": June 30, 2025.

4. TERM

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

5. IDENTIFICATION OF PROJECTS

5.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Contractor may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Contractor. Each Task Order shall incorporate by reference the terms of this Agreement and shall be sequentially-identified. Contractor shall only perform services under this Agreement and be paid for work performed pursuant to a Task Order approved and executed by the City.

6. CONSULTANT'S DUTIES

6.1. **Services**. Consultant shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in

compensation, shall be incorporated by written amendment to the Task Order or this Agreement.

- 6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **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.).
- 6.6. **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.
- 6.7. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. 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. Tim D'Zmura 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.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order 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.

- 6.9. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.
- 6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.
- 6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 6.12. **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.
- 6.13. **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.
- 6.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement shall

be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING

- 7.1. **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.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order 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 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 any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.
- 7.4. **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.
- 7.5. **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.

8. COMPENSATION

8.1. **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 stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this

Agreement or authorized in writing in the Task Order. Task Orders over \$25,000 shall not be effective unless approved by the City Council.

- 8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- 8.3. **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.
- 8.4. **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.
- 8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 8.6. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.
- 8.7. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.8. **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.

9. PREVAILING WAGES

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

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 11.2. **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.
- 11.3. **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.
- 11.4. **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.

12. INDEMNIFICATION

- 12.1. **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.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 12.3. **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.
- 12.4. **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.
- 12.5. **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.
- 12.6. **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.
- 12.7. **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.

- 12.8. **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.
- 12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

- 13.1. **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.
- 13.2. **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 reference to the scope of work and this Master Agreement.
 - 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.
- 13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

•	Professional Liability Insurance:	\$2,000,000 per occurrence, \$2,000,000 aggregate

- General Liability:General Aggregate:
 - 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
 - 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 City as 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.

\$1,000,000

- 13.4. **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.
- 13.5. 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.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. Professional Liability Insurance or Errors & Omissions Coverage. If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed \$50,000, unless written approval is granted by the City for another amount. 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.
- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claimsmade basis the Retroactive Date must be shown and must be before the date of the

contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 13.9. 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.
- 13.10. **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.
- 13.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.
- 13.12. **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.

- 13.13. **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.
- 13.14. **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.
- 13.15. **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.

13.16. **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.

14. MUTUAL COOPERATION

- 14.1. **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.
- 14.2. **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.

15. NOTICES

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

If to City

H. Ted Gerber City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-**** Facsimile: (626) 403-7241

With courtesy copy to:

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

Tim D'Zmura Annealta Group 5151 Oceanus Drive, Suite 103 Huntington Beach, CA Telephone: 714-661-5761

16. 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.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 17.3. **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.

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17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **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.
- 18.4. **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).
- 18.5. **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.
- 18.6. **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.

19. GENERAL PROVISIONS

19.1. **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.

- 19.2. **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.
- 19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. **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.
- 19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7. **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.
- 19.8. **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.

- 19.9. **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.
- 19.10. **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.
- 19.11. 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.
- 19.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"	"Consultant"
City of South Pasadena	Annealta Group
By: Amine Uraparyan Signature	By: Signature
Armine Chaparyan Printed:	Printed: PEUL TMOSLY DZMURS
City Manager Title:	Title: PORTONT
11/8/2022 Date:	Date: 10/3/22
Attest:	
By: Decisient juniers, CHC	
Desiree Jimenez, CMC, Chief City Clerk	
Date:	

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Approved as to form:

By: Mulrw Jand Andrew Jared, City Attorney 11/7/2022

Date:_____

EXHIBIT A

"Scope of Services"

Consultant: Annealta Group

Scope:

Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services

- a. Coordinate the intake and processing of development project plans, specifications, tentative maps, final maps, land use applications, and other development related submittals, and review for completeness.
- b. Manage, coordinate, and schedule with City staff, consultants, utilities, and private and public entities to perform required reviews.
- c. Review, assess, document, and organize all existing active development projects by location, project type, and project status.
- d. Review, check and make recommendations regarding land use applications.
- e. Perform review of parcel maps, tract maps, tentative maps, final maps, easements, lot line adjustments, and parcel mergers.
- f. Perform review of studies and reports such as sewer, drainage, and Water Quality Management Plans (WQMP) utilizing commonly used software programs and Los Angeles County Hydrology and Local Drainage Manuals.
- g. Perform mapping and prepare legal descriptions for right-of-way acquisitions, easements, and vacations.
- h. Perform review of engineering quantity estimates and costs, rough and precise grading improvement plans, erosion control, geological and geotechnical reports, storm drain improvement plans, hydrology and hydraulics reports, landscape plans, federally and state mandated reports required under National Pollutant Discharge Elimination System (NPDES) and Air Quality Management District (AQMD) guidelines, utility plans, (including domestic and sanitary sewer improvements), street improvement plans, signing and striping plans, traffic signal plans, and traffic studies and reports.
- i. Review tentative maps and other developments and provide recommendations related to engineering and water pollution reduction.
- j. Review plans for consistency with other planned developments.
- k. Prepare plan check comments in concise and understandable manner.
- 1. Recommend, draft, and issue conditions of approval and plan reviews for development, including off-site improvements and financial obligations.
- m. Application of requirements related to the City's Southwest Monterey Hills Construction Regulations.

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- n. Establish bond amounts, determine financial obligations and other development fees within the proper sequence of development reviews;
- o. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports, and coordination with developers, engineers, staff, and the general public related to the engineering review of private developments.
- p. Assist with development of engineering design standards and guidelines to assist with the plan checking process
- q. Prepare Staff reports for City Council, and attend City Council and other city meetings as required.
- r. Prepare and update policies and procedures for land development project reviews.
- s. Provide public works and development land use, subdivision control, map and plan check services signing and stamping by a registered Professional Civil Engineer in the State of California.

Program, Project, & Grant Management Services

- a. Assist City staff in scoping, developing, and scheduling capital projects.
- b. Assist City staff in selecting design consultants using the City's quality based selection process.
- c. Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.
- d. Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.
- e. Perform constructability reviews.
- f. Coordinate the preparation of final plans specifications, cost estimate and bid package.
- g. Attend City Council and Commission meetings.
- h. Attend staff and community meetings.
- i. Analyze City's needs and prepare short and long-term CIP recommendations.
- j. Review and comment on planning programs and land development controls.
- k. Recommend regulations and ordinances pertaining to engineering matters.
- 1. Provide advice and recommendations regarding public works activities.

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- m. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.
- n. Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.
- o. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer.
- p. Coordinate with other agencies, the public, and utility companies on engineering matters.
- q. Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating in audits, if required.
- r. Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications, including but not limited to funding sources from: Federal Emergency Management Agency (FEMA), U.S. Department of Transportation (DOT), Infrastructure for Rebuilding America (INFRA), CA Senate Bill 1 (SB1), Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Active Transportation Program (ATP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Highway Safety Improvement Program (HSIP), Bicycle Transportation Account (BTA), Community Development Block Grant (CDBG), Mobile Source Reduction Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water Distrcit (MWD), and San Gabriel Valley Council of Governments (SGVCOG).
- s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City's goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.
- t. Author and submit grant applications, and provide other grant administration and management tasks as required by the City.
- u. Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.

- v. Provide consulting services and support associated with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Procedures (LPPs).
- w. Provide consulting and advisement services on state and federal prevailing wage regulations and requirements and regulations associated with Equal Employment Opportunity, Affirmative Action, Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Section 3 Programs.
- x. Perform Disadvantage Business Enterprise (DBE) calculations and reporting.

Construction Management, Administration, and Monitoring Services

- a. Provide services from a construction manager with a minimum of five (5) years of experience managing public works construction and private construction, including construction of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.
- b. Provide services from a resident engineer by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects as assigned by the City.
- c. Provide complete construction management, construction administration, inspection services and labor compliance for Capital Improvement Program (CIP) projects and private land development projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor's labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.
- d. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.
- e. Maintain compliance of project records in compliance with the Caltrans manual, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, , and compliance with NPDES and Caltrans encroachment permit requirements, if required
- f. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner.

- g. Assist City in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.
- h. Review project contract documents and perform constructability reviews.
- i. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.
- j. Review, negotiate, process and monitor contract change orders with the City's approval. Review extra work invoices.
- k. Review and respond to RFIs in a timely manner.
- 1. Comply with grant requirements for local, state, and federal funded projects.
- m. Provide labor compliance monitoring.
- n. Provide construction inspection and quality control services.
- o. Provide construction material testing and compaction testing.
- p. Developing solutions to problems identified in the field with City approval.
- q. Maintain all records and meet reporting requirements.
- r. Provide community outreach and public outreach services as required.
- s. Provide project status and overall condition of construction projects, including cost, budget, and schedule.
- t. Identify and issue notice to contractor of safety concerns and violations.
- u. Review and approve punch lists.
- v. Participate and assist in conducting final inspection, testing and release of facilities.
- w. Review and approve record drawings at project completion.
- x. Assist in preparation of daily pay estimates in accordance with the inspection daily report, and assist in preparation of contractors monthly pay estimates.
- y. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.
- z. Other construction management duties as necessary to support City projects in construction.

Inspection Services

a. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public works construction and private construction, including construction inspection of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.

- b. Review plans and specifications, and provide construction inspection/ observations for development projects related to the public right-of-way.
- c. Observe construction of improvements by developers and/or contractors and make recommendations regarding completion and acceptance of the work.
- d. Provide construction observations associated with work performed by developers on City streets, medians, slopes, parks, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.
- e. Inspect plants and trees and make recommendations on acceptance of the plant materials.
- f. Inspect landscape and irrigation improvements for compliance with approved plans.
- g. Ensure that materials and completed work comply with plans, specifications, and design criteria.
- h. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public and private construction, and certification as a Qualified Stormwater Practitioner (QSP).
- i. Inspect and provide recommendations for the installed Best Management Practices (BMP) for water quality.
- j. Inspect street and storm drain improvement for compliance with approved plans.
- k. Inspect approved work and installed water quality measures.
- 1. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

Administrative Support Services

- a. Provide clerical and secretarial support.
- b. Prepare and develop correspondence, reports, memorandums, presentations, and other forms of communication for distribution across various organizations and as directed.
- c. Review correspondence for signatures from members of assigned staff. Properly monitor and track correspondence as required. Distribute correspondence to all individuals in accordance with approved guidelines and processes.
- d. Review conformance with procedural instructions, grammar, typographical errors, accuracy, and necessary attachments.
- e. Plan, coordinate, and organize events for assigned staff.
- f. Secure necessary equipment (projector, computer, etc.) to conduct briefings.
- g. Operate equipment (projector, computer, etc.) as required.
- h. Take attendance at meetings as necessary.
- i. Distribute meeting documents as necessary to participants.

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- j. Monitor a broad range of communication in order to make scheduling determinations and recommendations to assigned staff.
- k. Maintain daily schedule of assigned staff.
- 1. Have a thorough understanding of the mission, objectives, and organizational structure of the office to which assigned, in order to better interface and facilitate communications with others.
- m. Communicate and interface with agencies and contractors to facilitate activities as assigned.
- n. Participate in document meetings, conferences, etc.
- o. Maintain assigned files and record systems as assigned. Search and retrieve documents from databases and files as requested and provide limited research to assigned staff as necessary. Prepare and coordinate documents for review by the staff and distribute as necessary.
- p. Perform all actions required to schedule, coordinate, and setup/connect for video/teleconferencing as required.
- q. Order and maintain approved inventory of standard office supplies for assigned staff utilizing approved process and procedures.
- r. Assist staff with the completion of time and attendance submissions and maintain records as required.
- s. Assist the assigned staff with official travel requirements.
- t. Receive telephone calls and visitors. Direct call or visitor to requested staff; redirect caller or visitor to appropriate staff as may be required.
- u. Complete routine duplication of documents utilizing provided duplication equipment.
- v. Assist in the authorized relocation of assigned staff and/or administrative assistance in setup of workspaces.
- w. Prepare, obtain, and coordinate authorization to install, relocate, or remove voice and data lines using approved forms and processes.
- x. Coordinate the sending and receiving of mail items as required. Obtain authorizing signature for Overnight Services.

EXHIBIT B

"Approved Fee Schedule"

STATEMENT OF QUALIFICATIONS FOR PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

Fee Schedule

ANNEAL TA GROUP HOURLY RATES FOR PUBLIC WORKS ON-CALL SERVICES July 1, 2022 to June 30, 2025

Classification	Rate
Principal	\$205
Senior Project Manager	185
Project Manager	175
Assistant Project Manager	
Senior Construction Manager	170
Construction Manager	160
Assistant Construction Manager	150
Resident Engineer	175
Map Check Surveyor	
Plan Check Engineer III	
Plan Checker Engineer II	165
Plan Check Engineer I	150
Senior Engineer	155
Associate Engineer	145
Assistant Engineer	
Engineering Technician II	105
Engineering Technician I	
Senior Public Works Inspector (or prevailing wage)	
Public Works Inspector IV	
Public Works Inspector III	
Public Works Inspector II	
Public Works Inspector I	
Administrative Support II	
Administrative Support I	
Consultation in connection with litigation and court appearances will be quoted separately. Over 1.5 times, and Sundays and holidays 2.0 times the standard rate.	time will be billed at

Valid July 1, 2022 thru June 30, 2025, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area.

EXHIBIT C

TASK ORDER NO. [NUMBER]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-###)

This Task Order No. [###] ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Consultant] ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[DATE]** by which the Consultant agreed to perform **[SERVICE DESCRIPTION]** services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. <u>INCORPORATION BY REFERENCE</u>. This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
- <u>SCOPE OF TASK ORDER</u>. Consultant shall perform the following services in accordance with the terms and conditions of the Agreement: [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]
- 3. TASK ORDER ADMINISTRATOR. Consultant shall designate a principal point of contact for this task order: [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]
- SCHEDULE. Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
 [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]
- 5. <u>PAYMENT</u>. For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than [MAXIMUM AMOUNT], based on the rates in the Approved Fee Schedule in the Master Agreement, and the timing of such payment as stated in the Scope of Task Order.
- 6. <u>SIGNATURES</u>. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"	"Consultant"
City of South Pasadena	[COMPANY]
By: Signature	By: Signature
Printed:	Printed: POU TIMOTHY DEMUSIO
Title:	Title: PRECIDENT
Date:	Date: 10/3/22
Attest:	1

Approved as to form:

By:_____ Andrew Jared, City Attorney

Date:_____

Master On-Call Professional Services Agreement - Consultant Services Page 27 of 27



City Council Agenda Report

DATE:	March 1, 2023
FROM:	Arminé Chaparyan, City Manager Ae
PREPARED BY:	Tamara Binns, Assistant to the City Manager
SUBJECT:	Adoption of a Resolution Making Appointments to the Metro Gold Line Foothill Extension Construction Authority Board of Directors

Recommendation

It is recommended that the City Council adopt a resolution appointing the following to the Los Angeles County Metropolitan Transportation Authority (Metro) Gold Line Foothill Extension Construction Authority (Construction Authority) Board of Directors as follows:

- 1. City of Glendora Councilmember Mendell Thompson Voting Board Member for a term of two years ending March 1, 2025;
- 2. City of Ontario Mayor Paul Leon Alternate for Voting Board Member for a term of two years ending March 1, 2025; and
- 3. Daniel Evans for reappointment as a Non-Voting Board Member for a term of four years ending March 1, 2027.

Background

The South Pasadena City Council supports multi-modalism in transportation, including the extension of the Gold Line. Extension of the Gold Line will offer commuters and travelers transportation options to access jobs, recreation, schools, recreation facilities and regional destinations. When combined with bicycling or walking, the options to travel to more destinations using the Gold Line is greatly increased. It is in the interest of the City to be represented on the Construction Authority Board of Directors to further the mobility solutions the City Council has officially supported. The expansion of the Gold Line is yet another step forward in creating a regional multi-modal transportation system which reduces traffic congestion, creates reliable modal options and improves air quality.

Analysis

In 1998, the Construction Authority, which is an independent transportation planning, design and construction agency, was created by the California State Legislature, SB 1847 (later updated in 2011-AB706 and 2012-AB1600). The agency was created to immediately resume design, contracting, and construction of the Los Angeles to Pasadena Metro Gold Line (formerly the Pasadena Blue Line) which had been

Metro Gold Line Foothill Extension Construction Authority

March 1, 2023 Page 2 of 2

suspended by Metro earlier that same year. Currently, the Construction Authority is governed by an eight-member Board of Directors.

The last appointments by City Council were made on March 3, 2021. City Council adopted Resolution No. 7706 appointing City of Glendora Councilmember Mendell Thompson as the South Pasadena Metro Gold Line Construction Authority Voting Board Member, City of Ontario Councilmember Paul Leon to serve as the Alternate Voting Board Member, and Daniel Evans as the resident Non-Voting Board Member. The terms will expire on March 3, 2023. Given the impending expiration of terms, it is now the appropriate time for City Council to consider appointments.

On February 11, 2021, the Joint Powers Authority (JPA) Board of Directors nominated City of Glendora Councilmember Mendell Thompson as the City's Voting Board Member; and City of Ontario Councilmember Paul Leon as the City's alternate Voting Board Member. Although there is no explicit nomination for Mr. Evans to be reappointed as the non-voting member, it is the appropriate time for City Council to consider this reappointment at this time.

Mendell Thompson currently serves as Glendora's Mayor Pro Tem and has served on the Foothill Gold Line Board of Directors since 2015. Mayor Pro Tem Thompson was appointed to the Foothill Gold Line Board as an Alternate Voting member by the San Gabriel Valley Council of Governments (SGVCOG) on November 15, 2018, and then appointed to the Foothill Gold Line Board as a voting member by South Pasadena on March 3, 2021. Recently, Mayor Pro Tem Thompson was also elected as the Vice Chair of the Foothill Gold Line Board of Directors in January 2023.

Staff is recommending the appointments as presented by the JPA Board of Directors, for a term of two years ending March 3, 2025, and the reappointment of Daniel Evans as the non-voting member,

Fiscal Impact

There is no fiscal impact to the City's Budget with this appointment and reappointment.

Attachments:

- 1. Draft Resolution
- 2. JPA Board of Director Nomination Certification February 11, 2021
- 3. Resolution No. 7706 March 3, 2021

ATTACHMENT 1 Draft Resolution

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RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING SPECIFIC REPRESENTATIVES TO THE METRO GOLD LINE FOOTHILL CONSTRUCTION AUTHORITY

WHEREAS, the Metro Gold Line Foothill Extension Construction Authority (Metro Gold Line) requires that each member city appoint a governing board representative and an alternate non-voting board representative to represent the City in conducting the affairs of the Metro Gold Line.

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

SECTION 1. That the South Pasadena City Council (City Council) hereby appoints Mayor Pro Tem Mendell Thompson of the City of Glendora to serve as the Voting Board Member to the Metro Gold Line Foothill Extension Construction Authority.

SECTION 2. That the City Council hereby appoints Councilmember Paul Leon of the City of Ontario to serve as the Alternate Voting Board Member to the Metro Gold Line Foothill Extension Construction Authority.

SECTION 3. That the City Council of South Pasadena hereby reappoints Daniel Evans to serve as the Non-Voting Member Governing Board Representative to the Metro Gold Line Foothill Extension Construction Authority.

SECTION 4. That the appointment terms for the governing board and alternate governing board representatives shall not exceed March 1, 2025 without reconsideration from City Council.

SECTION 5. That the reappointment of the non-voting governing board representative shall not exceed March 1, 2027 without reconsideration from City Council.

SECTION 6. That the City retains the right to withdraw its appointments, with or without cause, upon providing 60 days written notice to the appointed representatives.

SECTION 7. That the individuals designated in this resolution shall serve until replaced by resolution or until they become ineligible pursuant to the terms of the Metro Gold Line Agreement.

SECTION 8. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 1st day of March, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk (seal) Andrew Jared, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 1st day of March, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Deputy City Clerk (seal)

ATTACHMENT 2

JPA Board of Director Nomination Certification February 11, 2021

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GOLD LINE PHASE II JOINT POWERS AUTHORITY

CERTIFICATION

The Board of Directors of the Gold Line Phase II Joint Powers Authority (JPA Board) convened a Meeting on February 11, 2021, at 11:31 a.m., as provided by the Brown Act of the State of California.

Under Agenda Item 7.B. "JPA Nominations to City of South Pasadena for Metro Gold Line Foothill Extension Construction Authority Board Member", the JPA Board unanimously voted to recommend the individuals and appointing entity below for appointment as a voting member and alternate for voting member of the Metro Gold Line Foothill Extension Construction Authority Board:

Position	Nominated JPA Member	Appointing Entity
Voting Board Member	Mendell Thompson,	City of South Pasadena
jās.	Glendora Councilmember	
Alternate for Voting Board Member	Paul Leon	City of South Pasadena
	Ontario Mayor	

ATTEST:

Chris Lowe, Clerk of the Board

Dated: February 11, 2021

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ATTACHMENT 3

Resolution No. 7706 March 3, 2021

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RESOLUTION NO. 7706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING SPECIFIC REPRESENTATIVES TO THE METRO GOLD LINE FOOTHILL CONSTRUCTION AUTHORITY

WHEREAS, the Metro Gold Line Foothill Extension Construction Authority (Metro Gold Line) requires that each member city appoint a governing board representative and an alternate non-voting board representative to represent the City in conducting the affairs of the Metro Gold Line.

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

SECTION 1. That the South Pasadena City Council (City Council) hereby appoints Councilmember Mendell Thompson of the City of Glendora to serve as the governing board representative to the Metro Gold Line.

SECTION 2. That the City Council hereby appoints Mayor Paul Leon of the City of Ontario to serve as the alternate governing board representative to the Metro Gold Line.

SECTION 3. That the City Council of South Pasadena hereby reappoints Daniel Evans to serve as the Non-Voting Member Governing Board Representative to the Metro Gold Line.

SECTION 4. That the appointment terms for the governing board and alternate governing board representatives shall not exceed March 3, 2023 without reconsideration from City Council.

SECTION 5. That the reappointment of the non-voting governing board representative shall not exceed March 3, 2025 without reconsideration from City Council.

SECTION 6. That the City retains the right to withdraw its appointments, with or without cause, upon providing 60 days written notice to the appointed representatives.

SECTION 7. That the individuals designated in this resolution shall serve until replaced by resolution or until they become ineligible pursuant to the terms of the Metro Gold Line Agreement.

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RESOLUTION NO. 7706 Page 2

SECTION 8. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 3rd day of March, 2021.

—DocuSigned by: Diana Malumud, Mayor —3881531287DE402...

Diana Mahmud, Mayor

ATTEST:

DocuSigned by: Ale Galo F69D694F8A024D0..

Maria E. Ayala, Chief City Clerk (seal)

APPROVED AS TO FORM:

DocuSigned by: Teresa Highsmith 3657EFA936854D

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 3rd day of March, 2021, by the following vote:

AYES: Donovan, Primuth, Zneimer, Cacciotti, and Mayor Mahmud

NOES: None

ABSENT: None

ABSTAINED: None

DocuSigned by: Are Galo F69D694F8A024D0...

Maria E. Ayala, Chief City Clerk (seal)



City Council Agenda Report

DATE:	March 1, 2023
FROM:	Jon Primuth, Mayor
PREPARED BY:	Luis Frausto Management Services Director
SUBJECT:	Approval of Mayor's List of City Council Liaison and Regional Group Appointments

Recommendation

It is recommended that the City Council approve the Mayor's list of City Council Liaison and Regional Group Appointments to various commissions, boards, and committees.

Background

At the beginning of every Mayoral term, appointments are made to various commissions, boards, committees, and regional groups for the calendar year. The majority of the appointments are recommended by the Mayor for Council approval; however, several agencies and organizations require City Council action by resolution.

This item was presented to the Council in the previous meeting held on February 1, 2023, where a partial list of appointments was approved, and Resolution No. 7802 was approved. The reason why the Mayor presented this item with a partial list of appointments at the previous meeting is because of the Southern California Association of Governments (SCAG) deadline of February 3, 2023 for cities to submit their respective appointments via resolution. The City met that deadline and the Mayor has now further completed his list of City Council Liaison and Regional Group Appointments for the City.

Analysis

The Mayor has submitted his list of City Council Liaison and Regional Group Appointments to the City Clerk's Division. This is a routine annual item that requires approval by the City Council.

Fiscal Impact

Expenses for attending regional meetings are budgeted on an annual basis in the City Council budget.

Attachment: List of Proposed City Council Liaison & Regional Group Appointments

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ATTACHMENT City Council Liaison & Regional Group Appointments

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Liaison and Regional Group Appointments Jon Primuth, Mayor February 1, 2023 to December 2023

City Commissions, Boards, and Committees	Appointed Liaison
Cultural Heritage Commission	Zneimer
Community Services Commission	Donovan
Design Review Board	Braun
Finance Commission	Braun
Fourth of July – Festival of Balloons Committee	Primuth
Mobility and Transportation Infrastructure Commission	Donovan
Library Board of Trustees	Braun
Natural Resources and Environmental Commission	Cacciotti
Planning Commission	Primuth
Public Art Commission	Primuth
Public Safety Commission	Cacciotti
Public Works Commission	Zneimer
South Pasadena Tournament of Roses Committee	Zneimer
Ad Hoc/Committees and other assignments	Appointed Liaisons
Ad Hoc/Committee: City Council and SPUSD Subcommittee	Zneimer and Primuth
Ad Hoc/Committee: Mission-Meridian Village Subcommittee	Donovan
Ad Hoc/Committee: SB381 Caltrans Surplus Properties Implementation	Primuth and Donovan
Ad Hoc/Committee: City Leased Properties	Cacciotti and Braun
Representative: South Pasadena Chamber of Commerce - Legislative	Primuth
Representative: South Pasadena Chamber of Commerce - Economic Development	Braun
Ad Hoc/Committee: Athens Contract	Donovan and Zneimer

Regional Groups – Appointment by City	Appointed Liaison	Alternate(s)
■Arroyo Verdugo Communities Joint Powers Authority	Primuth	Cacciotti
California Contract Cities Legislative Committee	TBD	TBD
Foothill Workforce Development Policy Board	Zneimer	Donovan

		1	
	Foothill Employment and Training Consortium	TBD	Braun
	Foothill Gold Line Technical Advisory Committee (TAC)	TBD	TBD
	Los Angeles County City Selection Committee	Primuth	Donovan
$\mathbb{D} \star$	Los Angeles County Sanitation Districts, Board of Directors, District 16	Primuth (always Mayor)	Donovan
	CalCities, Los Angeles Division and Annual Conference	Braun	Zneimer
\mathbf{D}	Metro Gold Line Phase II Joint Powers Authority Board	Cacciotti	TBD
₿ �	Metro Gold Line Construction Authority	Elected at Large	Dan Evans (Resident)
	Metro Gold Line Technical Advisory Committee	Cacciotti	Braun
\mathbf{D}	San Gabriel Valley Council of Governments Governing Board	Primuth	Cacciotti
\mathbf{D}	Southern California Association of Governments General Assembly	Primuth	Braun
$\mathbf{D} \mathbf{O}$	San Gabriel Valley Mosquito and Vector Control District	Robert S. Joe (Resident)	Donovan
₿ �	Clean Power Alliance	Primuth	Diana Mahmud (Resident)
Regior Group	al Groups –Appointment by Regional	Appointed Liaison	Alternate(s)
₽∆	San Gabriel Valley Council of Governments (COG) Representative to Southern California Association of Governments (SCAG) Community, Energy and Environment Economic Committee	TBD	TBD
لط ا	Arroyo Verdugo Communities Appointment to the League of California Cities, LA County Division Board of Directors	TBD	TBD
₽ 🗈	Santa Monica Mountains Conservancy	Cacciotti	Zneimer
₽ ₽ Δ	South Coast Air Quality Management District San Gabriel Valley Board Member	Cacciotti	TBD

Requires FPPC Form Council vote Board Member is current Mayor; Alternate is appointed by Mayor *

Voted by Regional Group Stipend

 $[\]Delta$



City Council Agenda Report

DATE: March 1, 2023

FROM: Arminé Chaparyan, City Manager AC

PREPARED BY:Brian Solinsky, Police Chief
Shannon Robledo, Police Lieutenant
Tony Abdalla, Police Sergeant
Ken Chawkins, Electrification Consultant

SUBJECT: Informational Update of the Police Department's Electric Vehicle Transition Project

Recommendation

It is recommended that the City Council receive an update on the status of the Police Department's electric vehicle transition project.

Background

The City of South Pasadena prides itself on environmental stewardship, exemplified in its adoption of a Climate Action Plan, revised Vision Statement, creation and implementation of a Environmental Sustainability division, commitment to a Natural Resources and Environmental Commission (NREC), Section 4 of the 2021-2026 Strategic Plan (Enhancing Community Sustainability through Investment in Infrastructure and Environmental Sustainability Programs), and various programs and efforts to support these priorities.

The City's Police and Public Works Departments have been tasked with working on a Citywide Electrification Project, as specified in Strategic Plan section 4i- Electrifying the City's fleet. As such, staff has worked independently and together on efforts to electrify and transition the Police fleet, as well as to invest in infrastructure to support the transition. City Commissions and City Council have been apprised of and involved in the efforts and decisions to move forward on these projects:

- On December 6, 2021, the Natural Resources and Environmental Commission reviewed the Police Department's proposed transition to Battery Electric Vehicles (BEVs).
- On December 13, 2021, the Public Safety Commission reviewed the Police Department's proposed transition to Battery Electric Vehicles (BEVs).

Police Department Fleet Vehicle Transition Update March 1, 2023 Page 2 of 5

Each Commission made a recommendation to the City Council that the Police Department transition their entire fleet to BEVs. This recommendation was made in concert with the Commission's consideration of the electric vehicle charging infrastructure through the Southern California Edison (SCE) Charge Ready Program necessary to support the transition, as well as an application for consideration of up to \$1MM in funding from the South Coast Air Quality Management District (SCAQMD) Mobile Source Air Pollution Reduction Committee (MSRC) grant program, to offset costs for this conversion project. In discussions with Mayor and City Council at the time, staff prepared reports and presentations to the City Council, and the Electrification and Police Fleet transition projects were discussed at length at regularly scheduled City Council meetings:

- On July 20, 2022, the City Council heard the first discussion on the Police Department's proposed transition to BEVs and the related infrastructure options. The staff report and discussion included the Department's methodology, research and analysis, and recommendation to transition the vehicle fleet, all at once, to BEVs manufactured by Tesla. On a related item at the same meeting, the City Council also heard discussion on the City Hall Electrification Project. As a result of those discussions, additional information was requested, and staff was directed to return at a future meeting for further discussion ahead of any further direction to staff.
- On September 21, 2022, staff returned to the City Council with additional information, including alternatives for consideration. The City Council participated in additional discussion on the Police Department's proposed transition to BEVs, and a related charging infrastructure proposal in partnership with the SCE Charge Ready Program. The staff report and subsequent City Council discussion included the consideration of alternatives to the staff recommendation, including phasing in of the fleet transition while maintaining gas-powered fleet. The City Council subsequently adopted the staff recommendations from both proposals in their entirety.

While staff researched various options ahead of the recommendations to City Council, including various hybrid and electric products, the Tesla vehicles were identified as the best in-class electric option for our Department., The Tesla platform was chosen due to its safety crash test results, reliability, outperformance of other available products, advanced technology, supercharger network and reliability, and alignment of corporate mission and City's goals. In transitioning the fleet to electric, the City would experience better performance, costs savings on maintenance and fueling, increased life span for fleet vehicles, and lower depreciation of the investment into vehicles.

Analysis

Upon City Council's direction, staff began the work on various steps to bring the projects to fruition. Updates on the three major areas related to this project – 1) charging infrastructure, 2) project funding, and 3) Police fleet transition – are provided below:

Police Department Fleet Vehicle Transition Update March 1, 2023 Page 3 of 5

Charging Infrastructure

Staff has been working with Southern California Edison (SCE) and the Charge Ready program to plan for and execute the installation of the infrastructure at City Hall, and to support the transition to an all-electric fleet. A consultant (Ken Chawkins) has been onboarded in Public Works to oversee the various elements to implementation. We held a level-setting meeting with SCE and have begun identifying ways to accelerate the Design/Construction process. A Request for Proposal (RFP) is being drafted for the purchase of the charging stations, in accordance with the City's Finance Policies and Procedures. SCE requires the City to procure the thirty-four (34) level 2 chargers and show proof of procurement pursuant to the participation agreement, in order to move forward to the design/build of the project. Staff is currently exploring options to modify this requirement, in order to work on the system design in parallel with the charger procurement.

The issuance of the RFP is estimated in mid-March with thirty days thereafter for responses, and another fourteen days for the award. Staff is regularly in touch with SCE program managers to ensure alignment of projects and timelines, as this is a priority project for the Charge Ready program as well. Staff has engaged SCE at the operational, public affairs and communications levels to ensure quick forward progress once the chargers are procured.

Project Funding

Staff has been working for months pursuing a MSRC grant to help offset the cost of this project. They have consulted with technical advisors to ensure timing and chronology of milestones - such as placing fleet orders and launching infrastructure efforts - aligned with grant requirements and rules. MSRC informed staff that this project was a significant one for the MSRC to fund and support. It was called out specifically during the Committee's discussions highlighting the project as worthwhile for the environmental implications of zero-emission patrol vehicles and the significant environmental impact this would have on our community, as well as the partnership with significant contributions and co-funding financial commitment of the City Council, MSRC and SCE.

On February 3, 2023, the South Coast Air Quality Management District's (SCAQMD) Governing Board approved a contract award to the City of South Pasadena, in the amount of \$499,789 under the Mobile Source Air Pollution Reductions Review Committee's (MSRC) Transformative Transportation Strategies & Mobility Solutions Program to implement the Police Department's zero-emission patrol fleet, and supporting infrastructure project. A technical inaccuracy was discovered in the staff report after the AQMD Governing Board February 3 meeting, related to the number of Level 3 chargers the City proposed. As approved by City Council, the City planned to install one (1) Level 3 charger with two ports (dual-port), and proposed that AQMD fund 50% of the one charger purchase and 50% of the one charger installation cost. However, the staff report drafted by MSRC/AQMD listed the intended one dual-port charger as two Level 3 chargers. As a result of finding that discrepancy, the item must be returned to both the MSRC and AQMD bodies for recommendation and approval, respectively. This process

Police Department Fleet Vehicle Transition Update March 1, 2023 Page 4 of 5

is expected to be complete by May 2023. There is no modification to the amount of the funding request. City staff have no reason to believe there will be a change in AQMD's decision to support the program, and the same outcome is anticipated.

Order Placement and Vehicle Delivery Updates

The Police fleet transition has commenced, following the City Council's direction to reduce the department's fleet of 23 to 20 vehicles, and to complete an entire fleet transition at once to electric. At this time, the Department is down to four usable vehicles, as the fleet continues to come to end-of-life and are not able to be fixed or maintained.

 On October 12, 2022, the Police Department started to execute on the direction provided by the City Council at the September 21, 2022, meeting. Documents were prepared by Enterprise Fleet Management (EFM) for the of order ten (10) Tesla Model 3s for administrative and detective use. The documents were executed by city representatives and forwarded to EFM on October 25, 2022, for order placement.

On November 22, 2022, representatives from the Police Department, EFM, and Tesla's Fleet Division had a conference call regarding the order of the Model 3s. We learned during that call that Tesla was prioritizing fleet orders over retail and we could expect a sooner than originally anticipated delivery. The cars were delivered three months earlier than expected.

- On December 20, 2022, EFM prepared and presented the documents to city representatives for the order of ten (10) Model Ys. The documents were executed by city representatives and forwarded to EFM on December 22, 2022. On December 22, 2022, the Police Department received delivery of all ten (10) Tesla Model 3s intended for administrative and detective use.
- In completing the total fleet order, on January 25, 2023, the Police Department received delivery of all (10) Tesla Model Ys intended for patrol operations.

The Tesla vehicles have been delivered and are securely stored at Police headquarters. Both administration and patrol vehicle types will undergo upfitting as quickly as possible to prepare them for official police use, including the usual colors, badging and markings of police patrol vehicles. The Model 3s are being utilized by administration and detective staff, and there are area supercharger locations being used that are meeting operational needs at this time. This makes the few existing fleet vehicles available for patrol use.

In completing the fleet order and delivery, Enterprise followed their agreement to release funds to the upfitting phase of the project. To date, one Model 3 and one Model Y have been transported to our upfitters, Unplugged Performance (Hawthorne, CA), on February 7, 2023. Specifications respective to each build have been finalized, and parts are being ordered. Build times and the cadence of deliveries from upfitting are largely dependent on supply chain and related delivery of parts. Staff anticipated this issue in its original

Police Department Fleet Vehicle Transition Update March 1, 2023 Page 5 of 5

project planning projections. The builds of the first Model 3 and Model Y are estimated to be completed in April, at which time we will have a better understanding of the work and timelines needed for each vehicle. We are on schedule as planned.

Per the agreement and staff's confirmation with Enterprise, the lease payments on the administration/detective vehicles will commence in March 2023, as planned. The lease payments on the patrol vehicles will commence when they have been upfitted and returned to the City ready to be used for patrol services. Staff will keep City Council apprised of timelines moving forward. The City has not been charged fees or lease payments to date, despite a three-month early delivery of the vehicles.

Unanticipated Project Cost Savings

On January 12, 2023, Tesla announced significant price reductions related to their Model Y platform. Police Department staff and EFM representatives immediately reached out to Tesla's Fleet Team to explore what options were available for the city to participate in the price reductions of the undelivered vehicles. Tesla informed EFM that each Model Y would be price adjusted to reflect the price reductions. The price adjustments resulted in a price reduction of \$12,194 for each Model Y (10) for a total of about \$121,940 in cost savings. The price adjustment will offset the anticipated increase in upfitting costs and still result in reducing annual lease costs from \$304,124.16 to \$295,713.36. The aforementioned cost savings do not yet include the MSRC award (\$498,789), which is anticipated to reduce annual lease costs further by 50%. Estimated equity lease costs will again be revised when the award is fully realized.

Staff is committed to following City Council direction on these projects and efforts, and will keep Council apprised of the milestones and developments of the Electrification Project and Police fleet conversion projects moving forward.

Attachments:

- 1. September 21, 2022 City Council Item 17- Police Department Fleet Electric Vehicle Lease and Southern California Edison (SCE) Charge Ready Program
- 2. Project Timeline (materials available Monday, February 27, 2023)
- 3. Revised Estimated Equity Lease Costs

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ATTACHMENT 1

September 21, 2022 City Council Item 17 - Police Department Fleet Electric Vehicle Lease and Southern California Edison (SCE) Charge Ready Program

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City Council Agenda Report

DATE:	September 21, 2022
FROM:	Arminé Chaparyan, City Manager 📈
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

Recommendation

It is recommended that the City Council:

- 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 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 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.

Factors	2022 Tesla Model Y (Electric)	Ford PPV (Gas)
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

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:

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:

Vehicle Build	Per vehicle residual at end of lease
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 10years, 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 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 CO₂ displaced, and the value of a credit changes daily based on the market. Through an environmental commodity broker, the City can generate credit revenue in this program, where one LCFS credit represents approximately 1,200 kilowatt-hours (kWh) of low carbon electrical energy use, valued between \$160 and \$200 each. With electric vehicle battery capacities estimated at 50-80 kWh, the credit generation from charging a full electric fleet each day, could yield thousands of dollars in LCFS credits per month in addition to fuel and maintenance cost savings. Overall, combined fuel savings and LCFS credits can save at least \$0.40 per mile with a fully electrified police and fire administrative fleet. This is in addition to the cost savings achieved by entering into one or more of the program opportunity agreements, which will provide the City use of 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 caused 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 began. 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 CO₂. On an annual basis, a gaspowered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO₂ emissions. Based on EPA data, the City estimates that existing administrative vehicles in the police and fire department fleets produce approximately 4.6 metric tons of CO₂ emissions annually. As the Police Department 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 CO₂ projected by 2030. These 1,850 metric tons of CO₂ represents 10% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO₂, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 1,827 metric tons of CO₂e (carbon dioxide equivalents).

Facility Concerns

The aforementioned installations will be constructed on City owned property at or near City Hall. Based on the findings of a facility condition assessment conducted in 2017, City Hall, Council Chambers, and the Police and Fire Departments each required significant capital needs for repairs: \$440,000 recommended immediately, and an additional \$315,000 over ten years (in 2017 dollars).

This fiscal year, the City is planning a comprehensive condition, safety, space planning, and functional use assessment of facilities, including the City Hall complex, to develop short-and-long-term facility repair and replacement plans. It is expected that the findings of this assessment may yield significant repair needs for City Hall, in addition to the 2017 findings, if not full replacement of the facility. It should be noted that the SCE Charge Ready 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 surplused 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



DATE: July 20, 2022

FROM: Arminé Chaparyan, City Manager

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

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.

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

Table A (Existing Fleet)

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
 - o 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:

Factors	2022 Tesla Model Y	Gas Ford PPV
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	\$336	\$4,355
Expense (15,000 mi.		
per year)		
Est. Annual	\$846	\$1,653
Maintenance/Repair		
Cost		
Avg. Annual CO2	0 lbs.	42,198 lbs.
Emissions		

Table C

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 CO2¹. 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 CO2 emissions (Attachment 2). Using these calculations, current administrative vehicles in the Police Department fleet produce approximately 4.6 metric tons of CO2 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 CO2 by 2030. These 1,850 metric tons of CO2 represent 10% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO2e 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.

¹ 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 allelectric 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 surplused 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



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

Recommendation

It is recommended that the City Council:

- Provide direction on the City Council's interest in participating in the Southern California Edison (SCE) Charge Ready Program, including consideration of a 10year 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;
- 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.

• An energy-sector goal (CAP E.4) to develop and promote reduced reliance on natural gas through increased clean energy systems that build off of renewable energy development, production, and storage.

The CAP also identifies these initiatives as 'high cost' goals due to the significant infrastructure investments required. Therefore, in 2021, City staff began pursuing project and funding opportunities to implement electrification infrastructure at City Hall, including planning for electric vehicle chargers, photovoltaic solar panels, and battery backup systems. In this effort, City staff worked with Southern California Edison (SCE) and the Clean Power Alliance (CPA) to identify assistance programs to implement electrical infrastructure at City Hall at relatively low cost and substantial benefit to the City. The City also identified an infrastructure-funding program from Metropolitan Water District (MWD) to implement stormwater capture and reuse improvements at City Hall, corresponding to the identified electrification updates.

This item seeks City Council discussion and direction on policy matters related to converting public safety fleet vehicles from gas-powered to electric-powered, and constructing the infrastructure necessary to support this conversion. As South Pasadena's public safety fleet vehicles age beyond their useful service life, there is an immediate need to replace Police Department patrol, detective, and pool vehicles, and Fire Department administrative vehicles. This report focuses on the infrastructure component of this discussion, and the vehicle component is presented in a separate report.

Overview

A description of four program opportunities related to electrification and related improvement opportunities that could be utilized individually or in combination, are listed below.

1. SCE Charge Ready Program (Level 2 Chargers): An opportunity to install thirtyfour (34) Level 2 electric vehicle chargers through the SCE Charge Ready Program in the three parking lots behind City Hall: the Police Department, Fire Department, and City Staff parking lots. For reference, Level 2 chargers can fully charge an electric vehicle overnight. If the Council decides to move forward with this opportunity at a future public hearing, the SCE Charge Ready program requires the City to enter into a 10-year agreement, where the City procures, installs, and maintains the chargers, while SCE funds and installs the electrical infrastructure (transformers, service wiring/conduits, panels and wiring, and meters) to support the chargers. The infrastructure would be owned and maintained by SCE, and the City would need to grant SCE an easement through the parking lot areas. In order to meet SCE's minimum cost-benefit of electrical support infrastructure, thirty-four (34) is the minimum number of chargers required for this installation. The chargers must be powered from SCE's electrical system (not solar or battery) and must be selected from SCE's approved product list. The SCE agreement (Attachment 1) includes certain

indemnification, liability, early termination costs, demand response, data collection/reporting, and network service provider requirements. The sample easement is included as Attachment 2, and the conceptual installation plan is included as Attachment 3.

- 2. <u>City Installation of Level 3 Chargers</u>: Utilization of General Fund Capital Improvement Program (CIP) designated funds to develop plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification. For reference, Level 3 chargers can fully charge an electric vehicle in as little as 30-60 minutes. Full electrification of the Police fleet would require both Level 3 and Level 2 chargers. Partial electrification of the Police fleet would require at least Level 3 chargers.
- 3. Clean Power Alliance Power Ready Program: An opportunity to install energy resiliency solar photovoltaic panel power generation and battery energy storage backup equipment through the CPA Power Ready Program, described in Attachment 4. The City and CPA identified site is the City owned public parking lot located at the southeast corner of Hope Street and Mound Avenue, across the street from City Hall. The system will support the critical electrical usage at City Hall, but the system will not power SCE Charge Ready Level 2 electric vehicle chargers, if installed. CPA will include the City's site in a portfolio of other member agency sites and issue a competitive Request for Offers to be bid by solar/storage developers, who will construct, install, own, operate, and maintain the installation at their cost. The City will lease the site to the developer for a term up to twenty (20) years. The City will pay less or the same rate for electric service to the CPA, than it would have if it did not participate in the Power Ready program, but with an additional benefit of continued service during power outages, up to four (4) hours of power supply for critical loads. If the Council decides to move forward with this opportunity at a future public hearing, the CPA template agreement (Attachment 5) includes certain procurement, insurance, and indemnification requirements. The CPA's site assessment overview is included as Attachment 6.
- 4. <u>Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program</u>: 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

(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

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 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

arbitrage and the time-of-use configuration utilized to purchase electricity during offpeak 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

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

Research conducted by the South Pasadena Police Department on United States Environmental Protection Agency (EPA) statistics, shows that each gallon of gasoline burned produces 8,887 grams or 19.6 pounds of CO₂. On an annual basis, a gaspowered Ford Patrol Vehicle (FPV) is responsible for producing 42,198 pounds, or 19.14 metric tons, of CO₂ emissions. Based on EPA data, the City estimates that existing administrative vehicles in the police and fire department fleets produce approximately 4.6 metric tons of CO₂ emissions annually. As the Police Department seeks direction in replacing existing internal combustion engine vehicles with battery electric vehicles, the City expects to realize an estimated reduction of approximately 2,687 metric tons of CO₂ projected by 2030. These 2,687 metric tons of CO₂ represents 14.5% of the City's overall 2030 GHG emissions reduction target of 18,578 metric tons of CO₂, and far exceed the CAP's 'M.2' greenhouse gas emissions reduction goal of 23 metric tons of CO₂e (carbon dioxide equivalents).

Facility Concerns

The aforementioned installations will be constructed on City owned property at or near City Hall. Based on the findings of a facility condition assessment conducted in 2017, City Hall, Council Chambers, and the Police and Fire Departments each required significant capital needs for repairs: \$440,000 recommended immediately, and an additional \$315,000 over ten years (in 2017 dollars).

This fiscal year, the City is planning a comprehensive condition, safety, space planning, and functional use assessment of facilities, including the City Hall complex, to develop short-and-long-term facility repair and replacement plans. It is expected that the findings of this assessment may yield significant repair needs for City Hall, in addition to the 2017 findings, if not full replacement of the facility. It should be noted that the SCE Charge Ready and CPA Power Ready program agreements contain requirements that impose a financial liability on the City, i.e. clawback costs, if the agreed period of use for the new infrastructure is not realized.

Given the infrastructure investment considered in this report, it is appropriate to also consider the future facility improvements at City Hall, as well as the short-and-long term projected energy savings. In one view, the future facility infrastructure needs at City Hall may warrant deferring one or more of these projects, until an assessment and/or other projects can be completed. In another view, the immediate public safety vehicle needs, the energy cost savings realized in a short period of time, and the achievement of Climate Action Plan goals, may warrant proceeding with one or more of these projects.

Procurement and Energy Conservation

California Government Code Section 4217.10 allows the City to forego its standard lowbid 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 SCE Charge Ready and/or CPA Power Ready program opportunities presented, a future public hearing will be scheduled and appropriately noticed, during which the Council may approve the City's engagement in the program(s). In addition, the Code requires that the City finds the anticipated cost of the energy provided by the facility will be less than the anticipated marginal cost of energy that would have been consumed by the public agency in the absence of those purchases, and that the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

Additional information to assist with the determination on the energy conservation value of these projects will be deliberated at the future public hearing, should the Council decide to move forward with such a hearing. The code grants public agencies great latitude in characterizing components of energy conservation facilities as personal or real property and in granting security interests in leasehold interests and components of the alternate energy facilities to project lenders.

The South Pasadena Police Department has analyzed the economics of transitioning to electric vehicles, and found that energy costs will be reduced more than ten-fold, shifting from \$4,355 in gasoline fuel costs per year to \$336 in electrical energy costs per year. Therefore, including vehicle purchase/lease cost, fuel cost reduction, and maintenance cost reduction, transitioning to an all-electric fleet summates to about a fourth of the current cost, from \$0.40 per mile to \$0.10 per mile (\$0.30 per mile savings). Total savings over ten years are projected at \$312,282. This cost savings is in addition to impacts associated with the 42,198 pounds of carbon dioxide emissions released each year, if not implementing an electric vehicle conversion.

Installation of the electric vehicle chargers will also qualify the City for Low Carbon Fuel Standard (LCFS) credits. The LCFS program is a market-based incentive to reduce carbon impact of California transportation fuels, with goals set by the California Air Resource Board (CARB). Carbon-based fuel importers and refiners must offset the impacts of their product by purchasing LCFS credits from generators and consumers of lower carbon-intensity fuels (i.e. electricity, biofuel, renewable diesel, etc.) to meet compliance. One LCFS credit represents one metric ton (MT) of CO2 displaced, and the value of a credit changes daily based on the market. Through an environmental commodity broker, the City can generate credit revenue in this program, where one LCFS credit represents approximately 1,200 kilowatt-hours (kWh) of low carbon electrical energy use, valued between \$160 and \$200 each. With electric vehicle battery capacities estimated at 50-80 kWh, the credit generation from charging a full electric fleet each day could yield thousands of dollars in LCFS credits per month in addition to fuel and maintenance cost savings. Overall, combined fuel savings and LCFS credits can save at least \$0.40 per mile with a fully electrified police and fire administrative fleet. This is in addition to the cost savings achieved by entering into one or more of the program opportunity agreements, which will provide the City use of

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.

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

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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. 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 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. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by 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):

State of Vehicle Registration	<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 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 as additional necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any oth

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 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 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 Lesser 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 ten (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 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 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: _		LESSOR: By:	Enterprise FM Trust Enterprise Fleet Management, Inc. its attorney in fact
Signature: _			
Ву: _		- By:	
Title: _		- Title:	
Address: _			
_		-	
Date Signed:	<i>,</i>	Date Signed	d:,
Initials: EFM	Customer	15 - 50	

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:

	DAC		Others
Charging Infrastructure and	Excluding		Including
Rebate	Fortune 1000*	Multi-Family	Fortune 1000*
L2	\$2,900	\$1,450	\$725

2.2. Maintenance and Networking Rebate

This rebate option is only available to Multi-Family Property sites located in a designated top quartile DAC. The rebate provides a one-time payment intended to offset the maintenance, networking and warranty costs associated with owning and operating L2 charging equipment. This rebate is intended to cover most of the costs associated with 10 years of the equipment's operation. The total rebate received by Program Participant will not exceed the Program Participant's actual costs.

APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site:

Brief description of the mutually approved location on the Program Participant's Site where Infrastructure will be installed.

Site Description: SCE Infrastructure Upgrade for South Pasadena City Hall Parking Site Address: 1414 MISSION ST, SOUTH PASADENA, CA, 91030

4. Conceptual Design of the Infrastructure deployment at Program Participant's Site:

Program participant has reviewed and approved the Conceptual Design, as provided by SCE, showing the location within the Site where SCE will deploy the charging infrastructure. MAKE-READY INFRASTRUCTURE WORK

5. **The Make-Ready Infrastructure:**

If the Program Participant elects to have <u>SCE install the entire Make-Ready</u> <u>Infrastructure</u>, SCE will do so at no cost to the Program Participant. In this case, the Make-Ready Infrastructure will be part of the "Infrastructure" as defined in this Agreement.

SCE-installed Customer-Side Make-Ready Infrastructure.

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Program is subject to the following terms and conditions:

6. **Definitions:**

- 6.1. **AHJ Authority Having Jurisdiction**: The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
- 6.2. **Approved Product List:** The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).
- 6.3. CalEnviroScreen 3.0 (or its equivalent): see Disadvantaged Communities.
- 6.4. **Charging Equipment**: Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found on SCE's website at <u>www.SCE.com/APL</u>. 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: <u>www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?</u> 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 <u>https://www.evitp.org</u>.
- 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 (<u>https://</u>

<u>afdc.energy.gov/stations/#/analyze</u>), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (<u>https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/</u> <u>nearest?fuel=ELEC</u>), 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:

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



SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR POMONA, CA 91768

Attn: Title and Valuation

Mail Tax Statements to: N/A

SCE Doc No.:

GRANT OF EASEMENT Vehicle Charging Station

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	SERVICE ORDER XX	SERIAL NO.	MAP SIZE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	fim XXX apn XX	APPROVED: REAL PROPERTIES DEPARTMENT	by SLS/XX	date XX

______, (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.

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

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) <u> </u>
			GRANTOR GRANTOR
			By
			Name Title
	SA		By
			Title
A Notary Public or other of to which this certificate is at	1 0		he identity of the individual who signed the document validity of that document.

State of California)

County of _____)

	On	before me,	,	, a Notary	y Public,	personally a	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 ______, 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.

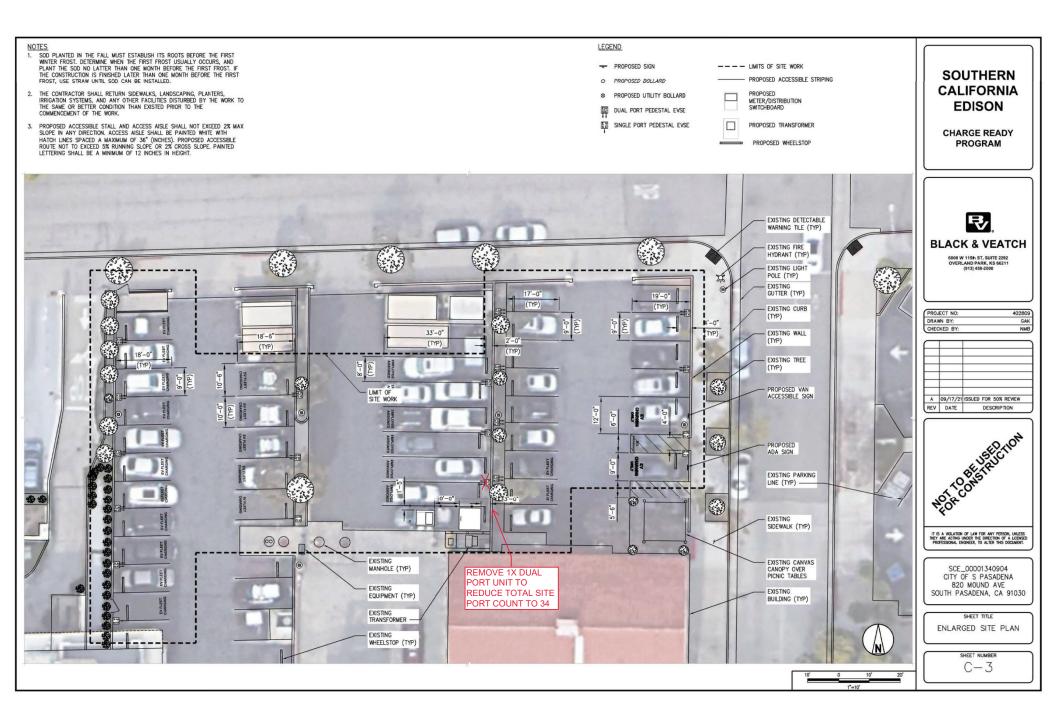
WITNESS my hand and official seal.

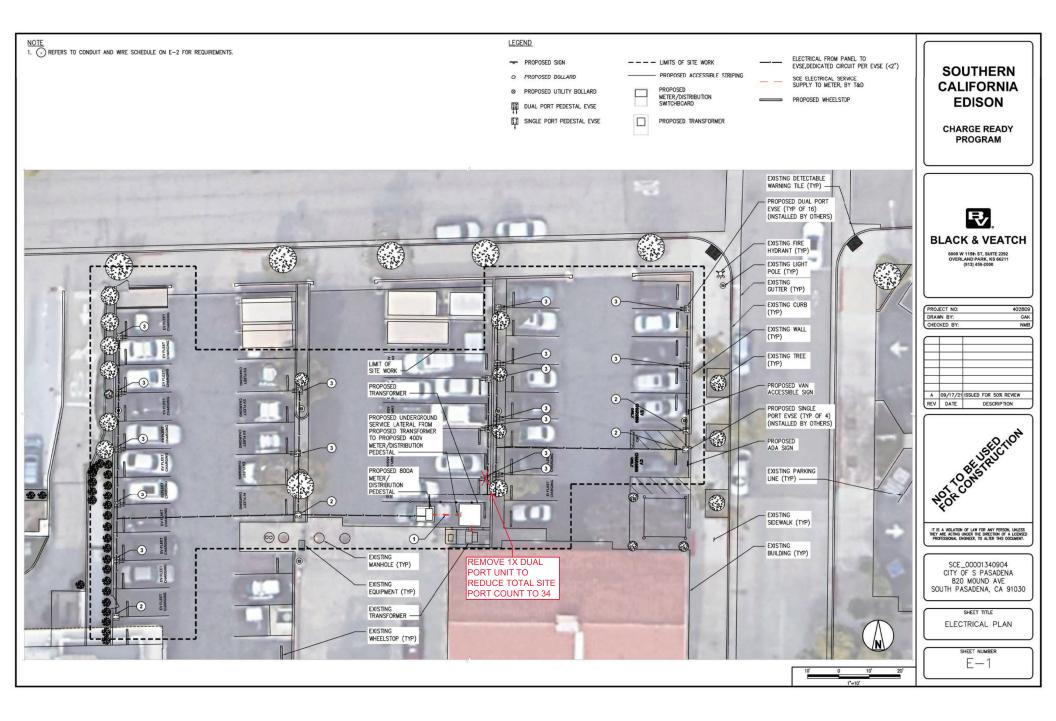
Signature _____ (Seal)

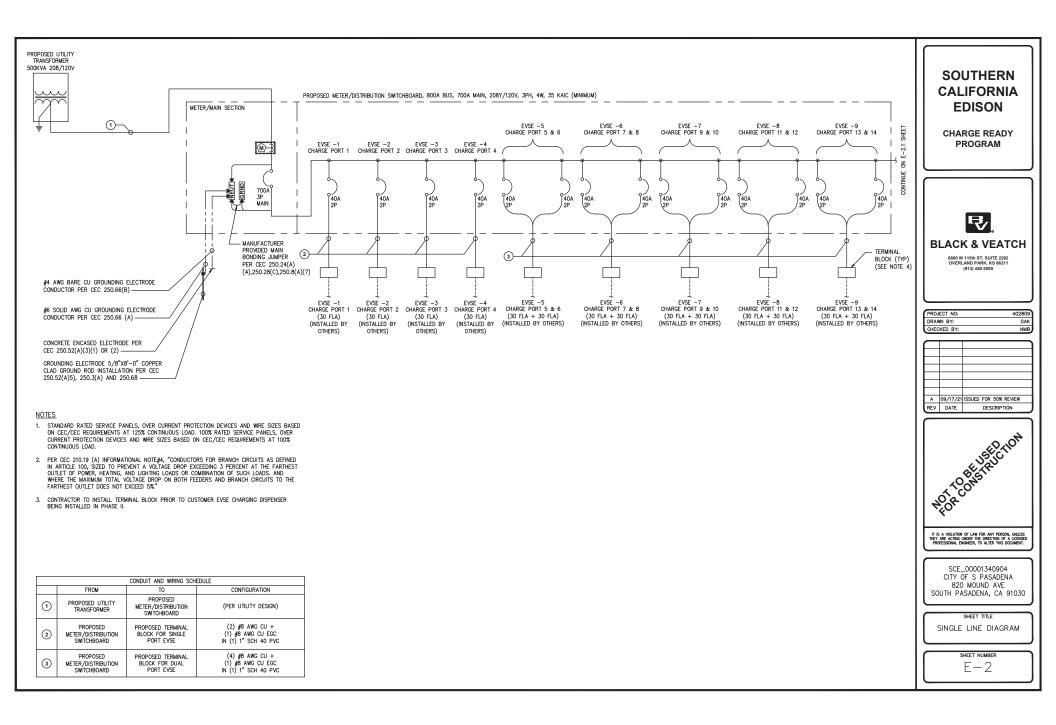
SAMPLE

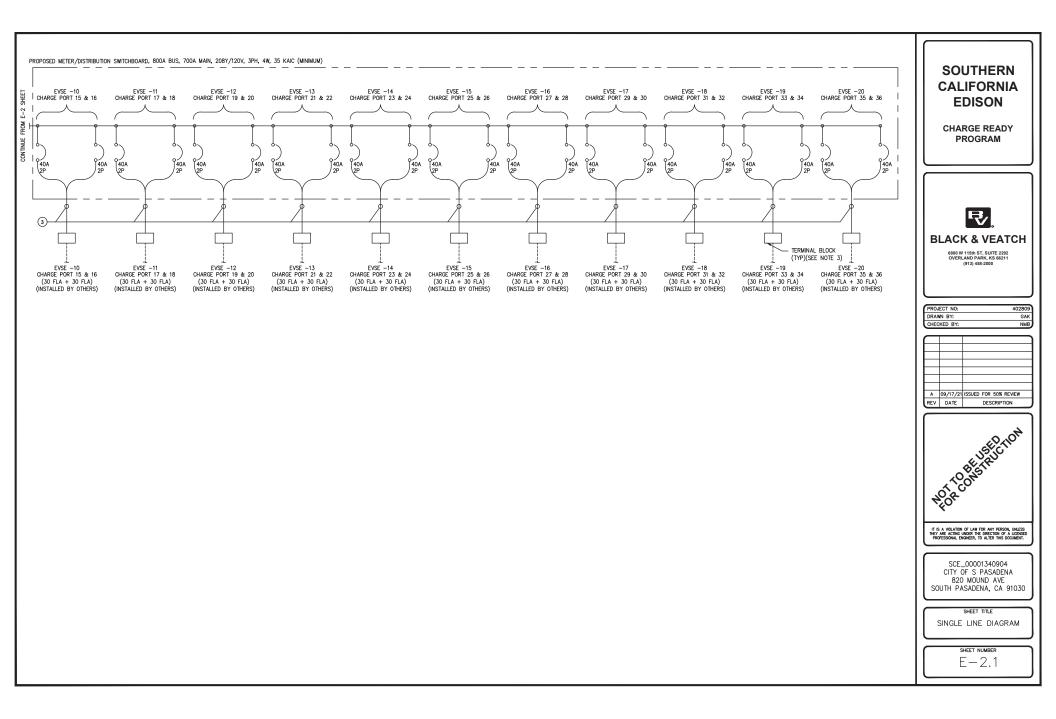
ATTACHMENT 6

SCE Charge Ready Program South Pasadena City Hall Conceptual Plan









ATTACHMENT 7

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		Х		
#1705	Lt. Jacobs	2017 Ford Interceptor SUV	1517995	1FM5K8AR2HGB55062	31,532		Х		
#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	Х			
#0521	Sgt. Abdalla	2011 Ford CV, Black	1328812	2FABP7BV2BX179769	65,886		Х		
#0218	Detective	2002 Ford CV, Gold	1146238	2FAFP71W12X155345	95,184		Х		
#0219	Detective	2002 Ford CV, Black	1190753	2FAFP71W32X115798	81,558	Х			
#1102	Detective	2005 Ford CV, Black	1226156	2FAFP71W95X172348	74,459		X		
#0317	Detective	2003 Ford CV Silver	1226158	2FAFP71W93X146376	82,757		Х	Х	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		Х	Х	Over-heating during pursuit
#1406	Patrol	2014 Ford Interceptor SUV	1454014	1FM5K8AR4FGA15804	115,942		Х	Х	Air Conditioning B/O
#1501 (1706)	Patrol	2017 Ford Interceptor SUV	1517994	1FM5K8AR7HGC57182	66,363	X	Х	Х	Blown head gasket
#1908	Patrol (K9) P210	2019 Dodge Charger	1561039	2C3CDXAT0KH579223	60,951		Х	Х	Air Conditioning B/O // Not Sufficient for K9
#0134	Cadets	2001 Ford F-250	1116002	1FTNX20L01ED16980	28,022		Х		
#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		Х		
#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			Х	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 Virgina	2021-09-13	3	1	Patrol
Boulder County Sheriff	Colorado	2021-08-17	Y	1	Patrol
Westport Police Department	Conneticut	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

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ATTACHMENT 9 Enterprise Proposals

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nterprise

FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For:

City of South Pasadena (547143)

Proposal Summary

P613632 Proposal #:

Quantity:

9

Prepared For:

	Driver I	nforma	ation						Base	Lease Pa	.ease Payment				Initial Charges Billed upon Delivery		
Quote 2022 Tesla	Driver a Model Y Long Range 4d	ST r All-Whe	Use Tax Rate eel Drive Sport Ut	Expected Annual Mileage illity - US ()	Capitalized Amount (Delivered Price per Vehicle) 0 P) Solid Black	Lease Term / (0 I) BI	Depr Rate lack w/Pren	Depr Amount nium Seat Trin	Lease Charge ¹ m	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
6452087	Patrol	СА	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	СА	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	СА	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	СА	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	СА	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
	•					•				Total Mor	thly Paymen	t for 9 vehicles:	\$15,307.20	То	tal Initial Char	ges for 9 vehicles:	\$262,576.71

Initials



FLEET MANAGEMENT

City of South Pasadena (547143)

Open-End (Equity) Lease Proposal

Proposal Summary

Date: 06/21/2022

Proposal #: P613632 Quantity: 9

Prepared For: Prepared For:

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

 $^{\mathbf{2}}\mathsf{See}$ the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes 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

FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

06/21/2022 Date:

Prepared For:

City of South Pasadena (547143) Prepared For:

Capitalized Amount Calculations

P613632 Proposal #:

> Quantity: 9

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle ¹	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
2022 Tesla	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	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
0.02001	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	\$29,175.19
0.450000	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
6452088	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	\$29,175.19
0.450000	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
6452089	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	\$29,175.19
0.450000	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
6452090	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	\$29,175.19
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
0432091	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	\$29,175.19
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
0432092	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	\$29,175.19
0.450000	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
6452093	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	\$29,175.19
0450004	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
6452094	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	\$29,175.19
0.450005	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
6452095	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	\$29,175.19

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized 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.



Open-End (Equity) Lease Proposal

Date: 06/21/2022

Prepared For: City of Sout

City of South Pasadena (547143)

Aftermarket & Other Costs

Proposal #: P613632 Quantity: 9

Aftermarket Equipment

Prepared For:

Quote	Driver	Description	Capitalized Price	Billed Price					
2022 Tesla M	lodel Y Long Range 4dr All-Wheel Drive Sport Utility - US (0 P) Solid Black	(0 I) Black w/Premium Seat Trim							
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						
		Total Aftermarket Equipment	\$367,866.00	\$0.00					

Other Costs

Quote	Driver	Description	Capitalized Price	Billed Price					
2022 Tesla N	022 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	Initial Administration Fee	\$140.00						
6452088	Patrol	Initial Administration Fee	\$140.00						
6452089	Patrol	Initial Administration Fee	\$140.00						

Initials

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	
		Total Other Costs	\$1,260.00	\$0.00



9

VEHICLE INFORMATION:

2022 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US Series ID: MODELYLR

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 62,990.00	\$ 62,990.00
Total Options	\$ 4,700.00	\$ 4,700.00
Destination Charge	\$ 1,200.00	\$ 1,200.00
Total Price	\$ 68,890.00	\$ 68,890.00

SELECTED COLOR:

Exterior:	SOLB - (0 P) Solid Black
Interior:	BLK - (0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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 15 - 91Auto-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

nterprise

FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For:

City of South Pasadena (547143)

Proposal Summary

P613482 Proposal #:

Quantity:

9

Prepared For:

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 ¹	Monthly Use Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2022 Tesl	a Model 3 Base 4dr Rear-W	Vheel Dri	ve Sedan - US	(0 P) Solid E	Black / (0 I) Black	w/Pren	nium Seat T	rim									
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
										Total Mor	thly Paymen	t for 9 vehicles:	\$7,431.03	То	tal Initial Char	ges for 9 vehicles:	\$129,863.25

Initials



Prepared For:

Prepared For:

FLEET MANAGEMENT

City of South Pasadena (547143)

Open-End (Equity) Lease Proposal

Date: 06/20/2022

Proposal Summary

Proposal #: P613482 Quantity: 9

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

 $^{\mathbf{2}}\mathsf{See}$ the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes 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

Prepared For:

FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

06/20/2022 Date:

Prepared For:

City of South Pasadena (547143)

Capitalized Amount Calculations

P613482 Proposal #:

> Quantity: 9

Flepan	quality. 9																
Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle ¹	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
2022 Tesla	Model 3 Base 4dr Rear	Wheel Drive Seda	n - US (0 P) Solid Black / ((0 I) Black w/Prei	mium Seat Ti	rim		1	1							
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
0432008	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	\$14,429.25
0.450000	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
6452009	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	\$14,429.25
	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
6452010	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	\$14,429.25
	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
6452012	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	\$14,429.25
	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
6452013	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	\$14,429.25
	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
6452014	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	\$14,429.25
	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
6452015	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	\$14,429.25
	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
6452016	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	\$14,429.25
	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

6452017

Billed on Delivery

\$12,439.75

\$0.00

\$1,275.07

\$714.43

\$0.00

\$0.00

\$0.00

\$0.00 \$14,429.25

\$0.00

\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized 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.



Open-End (Equity) Lease Proposal

Date: 06/20/2022

Prepared For: City of

City of South Pasadena (547143)

Aftermarket & Other Costs

Proposal #: P613482 Quantity: 9

Aftermarket Equipment

Prepared For:

Quote	Driver	Description	Capitalized Price	Billed Price
2022 Tesla M	lodel 3 Base 4dr Rear-Wheel Drive Sedan - US (0 P) Solid Black / (0 I) Blac	k 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	
		Total Aftermarket Equipment	\$56,916.00	\$0.00

Other Costs

Quote	Driver	Description	Capitalized Price	Billed Price					
2022 Tesla N	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						

Initials

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	
		Total Other Costs	\$1,260.00	\$0.00



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VEHICLE INFORMATION:

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US Series ID: MODEL3SRP

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 46,990.00	\$ 46,990.00
Total Options	\$ 1,750.00	\$ 1,750.00
Destination Charge	\$ 1,200.00	\$ 1,200.00
Total Price	\$ 49,940.00	\$ 49,940.00

SELECTED COLOR:

Exterior:	SOLB - (0 P) Solid Black
Interior:	BLK - (0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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 15 - 101 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?

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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

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FLEET MANAGEMENT **Open-End (Equity) Lease Rate Quote**

Date 08/01/2022

Prepared For: City of South Pasadena

			AE/AM GH0/PND
	Make Tesla Model Model Y nge 4dr All-Wheel Drive Sport Utility Term 60 State CA Customer# 547143		
\$ 109,764.00 \$ 0.00 * \$ 0.00 * \$ 0.00 * \$ 465.00 \$ 25,814.75 * \$ 2,646.01 * \$ 6,970.00 \$ 714.43 * \$ 0.00 *	Capitalized Price of Vehicle ¹ Sales Tax <u>0.0000%</u> State <u>CA</u> Initial License Fee Registration Fee Other: (See Page 2) Capitalized Price Reduction Tax on Capitalized Price Reduction Gain Applied From Prior Unit Tax on Gain On Prior Security Deposit Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 77,444.25 \$ 1,161.66 \$ 362.13 \$ 1,523.79	Total Capitalized Amount (Delivered Price) Depreciation Reserve @ <u>1.5000%</u> Monthly Lease Charge (Based on Interest Rate - Subject Total Monthly Rental Excluding Additional Services	to a Floor) ²	
\$ 0.00	Additional Fleet Management Master Policy Enrollment Fees Commercial Automobile Liability Enrollment Liability Limit <u>\$0.00</u>		
\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00 	Full Maintenance Program ³ Contract Miles <u>0</u> Incl: # Brake Sets (1 set = 1 Axle) <u>0</u> Additional Services SubTotal	OverMileage Charge # Tires <u>0</u>	<u>\$ 0.00</u> Per Mile Loaner Vehicle Not Included
		Charles C.A.	
\$ 156.19	Sales Tax <u>10.2500%</u>	State <u>CA</u>	
\$ 1,679.98	Total Monthly Rental Including Additional Services		
\$ 7,744.65	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.

¹ 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.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³The 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 Lesses and Lesse 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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2539	С	\$ 40,874.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 40,874.00
Aftermarket Equipment Total		\$ 40,874.00
Other Totals		
Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 140.00
Pricing Plan Delivery Charge	С	\$ 125.00
Courtesy Delivery Fee	С	\$ 200.00

Total Other Charges Billed	\$ 0.00
Total Other Charges Capitalized	\$ 465.00
Other Charges Total	\$ 465.00

VEHICLE INFORMATION:

Series ID: MODELYLR

Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$62,990	\$62,990.00
Total Options	\$4,700.00	\$4,700.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$68,890.00	\$68,890.00

SELECTED COLOR:

Exterior:	SOLB-(0 P) Solid Black
Interior:	BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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



FLEET MANAGEMENT **Open-End (Equity) Lease Rate Quote**

Date 06/21/2022

Prepared For: City of South Pasadena

repared for. Only of o			
Unit #			AE/AM GH0/PND
	Make Tesla Model Model Y		
	inge 4dr All-Wheel Drive Sport Utility		
-	Term 60 State CA Customer# 547143		
\$ 112,356.00 \$ 0.00 *	Capitalized Price of Vehicle ¹ Sales Tax <u>0.0000% State CA</u>		ments contained in the signed quote ordered under this signed quote.
\$ 0.00 *	Initial License Fee	Order Information	
\$ 0.00 *	Registration Fee	Driver Name K9	
\$ 465.00	Other: (See Page 2)	Exterior Color (0 P) Solid E	Black
\$ 26,462.75 *	Capitalized Price Reduction	Interior Color (0 I) Black w	
\$ 2,712.43 *	Tax on Capitalized Price Reduction	Lic. Plate Type Unknown	
\$ 6,970.00 \$ 714.43 *	Gain Applied From Prior Unit	GVWR 0	
\$ 714.43 * \$ 0.00 *	Tax on Gain On Prior Security Deposit		
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 79,388.25	- Total Capitalized Amount (Delivered Price)		
\$ 1,190.82	Depreciation Reserve @ 1.5000%		
\$ 390.32	Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) ²	
\$ 1,581.14	Total Monthly Rental Excluding Additional Services		
	Additional Fleet Management		
	Master Policy Enrollment Fees		
\$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit <u>\$0.00</u>		
\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0/0
\$ 0.00	Full Maintenance Program ³ Contract Miles 0	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) $\underline{0}$	# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00	Additional Services SubTotal		
\$ 162.07	Sales Tax <u>10.2500%</u>	State CA	
\$ 1,743.21	Total Monthly Rental Including Additional Services		
\$ 7,939.05	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.

¹ 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.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³The 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 Manage

15 -112

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
K-9 Cooling Fan - Unplugged Quote #2542	с	\$ 43,466.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 43,466.00
Aftermarket Equipment Total		\$ 43,466.00
Other Totals		
Description	(B)illed or (C)apped	Price
Initial Administration Fee	с	\$ 140.00
Pricing Plan Delivery Charge	с	\$ 125.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00

	_	+
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

Series ID: MODELYLR

Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$62,990	\$62,990.00
Total Options	\$4,700.00	\$4,700.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$68,890.00	\$68,890.00

SELECTED COLOR:

Exterior:	SOLB-(0 P) Solid Black
Interior:	BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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



FLEET MANAGEMENT **Open-End (Equity) Lease Rate Quote**

08/01/2022

Prepared For: City of South Pasadena

Date

riepareu ron.									00/01/2022
Unit #								AE/AM	GH0/PND
	2022 N	lake Tesla M	lodel Mod	lel 3					
		Rear-Wheel Dri							
Vehicle Order Type				Customer# 5	47143				
\$ 56,264.	.00	Capitalized P	rice of Veh	nicle ¹			nguage and acknowledg		
\$ 0.		Sales Tax <u>0.0</u>				apply	to all vehicles that are o	ordered under this si	gned quote.
\$ 0.	.00 *	Initial License	Fee			Order	Information		
\$ 0.	.00 *	Registration F	ee			r	river Name DETECTIVE	=	
\$ 465.	.00	Other: (See F	Page 2)				erior Color (0 P) Solid E		
\$ 12,439.	.75 *	Capitalized P	rice Reduc	tion			erior Color (0 I) Black w		
\$ 1,275.	.07 *	Tax on Capita	alized Price	e Reduction			Plate Type Unknown		
\$ 6,970.	.00	Gain Applied	From Prio	r Unit			GVWR 0		
\$ 714.	.43 *	Tax on Gain (On Prior			L			
\$ 0.		Security Depo							
\$ 0.	.00 *	Tax on Incent	tive (Taxa	ble Incentive To	tal : \$0.00)				
\$ 37,319.	.25	Total Capitaliz	ed Amoun	t (Delivered Pric	ce)				
\$ 559.		Depreciation F							
\$ 179.	.93	Monthly Lease	e Charge (Based on Intere	st Rate - Subject t	to a Flo	or) ²		
\$ 739.	.72	Total Monthly	y Rental E	xcluding Addit	ional Services				
		Additional F	leet Mana	gement					
		Master Policy	Enrollmer	nt Fees					
\$ 0.	.00	Commercial A	Automobile	Liability Enrolln	nent				
		Liability L	imit <u>\$0.00</u>						
\$ 0.	.00	Physical Dam	nage Mana	gement			Comp/Coll Deductible	0/0	
\$ 0.	.00	Full Maintena	nce Progra	am ³ Contract M	Viles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile	
		Incl: # Bra	ake Sets (*	1 set = 1 Axle) <u>0</u>			# Tires <u>0</u>	Loaner Vehicle Not	included
\$ 0.	.00	Additional S	ervices Su	ubTotal					
\$ 75.	.82	Sales Tax	10.2500%			State	CA		
\$ 815.	.54	Total Monthl	y Rental I	ncluding Addit	ional Services				
\$ 3,731.	.85	Reduced Bool	k Value at	60 Months					
\$ 400.	.00	Service Charg	ge Due at L	ease Terminatio	on				

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.

¹ 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.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³The 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 Lesses and Length Less 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

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2543	С	\$ 6,324.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 6,324.00
Aftermarket Equipment Total		\$ 6,324.00
Other Totals		
Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 140.00
Pricing Plan Delivery Charge	С	\$ 125.00
Courtesy Delivery Fee	С	\$ 200.00

Countesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

Series ID: MODEL3SRP

Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$46,990	\$46,990.00
Total Options	\$1,750.00	\$1,750.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$49,940.00	\$49,940.00

SELECTED COLOR:

Exterior:	SOLB-(0 P) Solid Black
Interior:	BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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: kevfob 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

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Front Heated Cushion: driver and passenger heated-cushions

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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



| FLEET | MANAGEMENT **Open-End (Equity) Lease Rate Quote**

06/20/2022

Date

Prepared For: City of South Pasadena

Frepared For. Of	ity 01 30	Juli Fasauella			Dale	00/20/2022
Unit #					AE/AM	GH0/PND
Year 20	022 M	lake Tesla Model Model 3				
	-	Rear-Wheel Drive Sedan				
Vehicle Order Type Or	ordered	Term 60 State CA Customer# 547143				
\$ 58,499.00		Capitalized Price of Vehicle ¹	•	•	gments contained in ordered under this si	• •
\$ 0.00 \$ 0.00	0 *	Sales Tax <u>0.0000%</u> State <u>CA</u> Initial License Fee	Order Info	ormation		
\$ 0.00 \$ 465.00		Registration Fee	Drive	r Name Cadet		
\$ 465.00 \$ 12,998.50		Other: (See Page 2) Capitalized Price Reduction		r Color (0 P) Solid E		
\$ 1,332.35		Tax on Capitalized Price Reduction		r Color (0 I) Black w	v/Premium Seat Trim	
\$ 6,970.00		Gain Applied From Prior Unit		te Type Unknown GVWR 0		
\$ 714.43	3 *	Tax on Gain On Prior		GVWR 0		
\$ 0.00		Security Deposit				
\$ 0.00	0 *	Tax on Incentive (Taxable Incentive Total : \$0.00)				
\$ 38,995.50		Total Capitalized Amount (Delivered Price)				
\$ 584.93		Depreciation Reserve @ <u>1.5000%</u>				
\$ 197.15		Monthly Lease Charge (Based on Interest Rate - Su	. ,			
\$ 782.08	8	Total Monthly Rental Excluding Additional Service	ces			
		Additional Fleet Management				
		Master Policy Enrollment Fees				
\$ 0.00	0	Commercial Automobile Liability Enrollment				
		Liability Limit <u>\$0.00</u>				
\$ 0.00	0	Physical Damage Management	Cor	mp/Coll Deductible	0/0	
\$ 0.00	0	Full Maintenance Program ³ Contract Miles 0	Ove	erMileage Charge	<u>\$ 0.00</u> Per Mile	
		Incl: # Brake Sets (1 set = 1 Axle) 0	# Ti	ires <u>0</u>	Loaner Vehicle Not	Included
\$ 0.00	0	Additional Services SubTotal				
\$ 80.16	6	Sales Tax <u>10.2500%</u>	State CA			
\$ 862.24	4	Total Monthly Rental Including Additional Service	ces			
\$ 3,899.70	0	Reduced Book Value at 60 Months				
\$ 400.00	0	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.

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¹ 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.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ 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.;

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Unplugged Quote #2544	с	\$ 8,559.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 8,559.00
Aftermarket Equipment Total		\$ 8,559.00
Other Totals		
Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 140.00
Pricing Plan Delivery Charge	С	\$ 125.00
Courtesy Delivery Fee	С	\$ 200.00

Countesy Derivery 1 ee	C	ψ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 465.00
Other Charges Total		\$ 465.00

VEHICLE INFORMATION:

2022 Tesla Model 3 Base 4dr Rear-Wheel Drive Sedan - US	
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Series ID: MODEL3SRP

Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$46,990	\$46,990.00
Total Options	\$1,750.00	\$1,750.00
Destination Charge	\$1,200.00	\$1,200.00
Total Price	\$49,940.00	\$49,940.00

SELECTED COLOR:

Exterior:	SOLB-(0 P) Solid Black
Interior:	BLK-(0 I) Black w/Premium Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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: kevfob 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

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Front Heated Cushion: driver and passenger heated-cushions

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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

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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
E		·	•				20	\$25,343.68	\$304,124.16	\$383,751.75

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

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>

\$1,904,373

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ATTACHMENT 2

Informational Update of the Police Department's Electric Vehicle Transitional Project

Finalizing the Document and it will be available on Monday, February 27, 2023

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ATTACHMENT 3

Revised 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	\$103,709	\$47,005	\$26,734.56	\$6,970	\$1,629.98	9	\$14,669.82	\$176,037.84	\$240,611.04
2022 TESLA MODEL Y K9	60	\$106,682	\$49,986	\$27,556.14	\$6,970	\$1,679.69	1	\$1,679.69	\$20,156.28	\$27,556.14
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 3 CADET	60	\$58,499	\$8,559	\$12,998.50	\$6,970	\$862.24	1	\$862.24	\$10,346.88	\$12,998.50
	-						20	\$24,642.78	\$295,713.36	\$393,123.43

Estimated	Reduced Book	Estimated	Estimated
Wholesale Value at	Value at Term	Equity at	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
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	\$1,871,690
YEAR 5 COST	<u>\$295,713</u>
YEAR 4 COST	\$295,713
YEAR 3 COST	\$295,713
YEAR 2 COST	\$295,713
YEAR 1 COST	\$688,837

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