

CITY OF SOUTH PASADENA CITY COUNCIL

AMENDED AGENDA

SPECIAL MEETING CLOSED SESSION

WEDNESDAY, MARCH 15, 2023 6:00 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
- Live Broadcast via the City website –
 <u>http://www.spectrumstream.com/streaming/south_pasadena/live.cfm</u>
- 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 by emailing to <u>ccpubliccomment@southpasadenaca.gov</u>.
- Via Phone +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

- 1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
- 2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemloTms0RTIVUT09; or
- 3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

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. James Cheung v. So. Pasadena (LASC Case No. 22STCP01432)
 - 2. James Cheung v. So. Pasadena (CDCA Case No. 2:22 cv-01756-SVW-GJS)
 - 3. City of South Pasadena, et al. vs California Department of Transportation, et al. (LASC Case No. 21STCP01779)
 - 4. Fahren James and Victoria Patterson v. City of South Pasadena (CDCA Case No. 2:21cv-08256-DSF-KK)

B. <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 15, 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.

 03/09/2023
 /S/

 Date
 Mark Perez, Deputy City Clerk



CITY OF SOUTH PASADENA CITY COUNCIL

AGENDA

REGULAR MEETING WEDNESDAY, MARCH 15, 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

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Public participation may be made as follows:

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- Live Broadcast via the City website <u>http://www.spectrumstream.com/streaming/south_pasadena/live.cfm</u>
- Via Zoom Webinar ID: 825 9999 2830
- Written Public Comment written comment must be submitted by <u>12:00 p.m</u>. the day of the meeting by emailing to <u>ccpubliccomment@southpasadenaca.gov</u>.
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- 2. Click on the following unique Zoom meeting link: <u>https://us06web.zoom.us/j/82599992830</u> or
- 3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

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:	Councilmember	Michael A. Cacciotti

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.

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.

RECOGNITION / INTRODUCTION

3. STAFF INTRODUCTION

Community Services Department:

Gabriel Tallon, Management Analyst

CHANGES TO THE AGENDA

4. 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.

5. <u>APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$116,671.15; GENERAL</u> <u>CITY WARRANTS IN THE AMOUNT OF \$1,169,409.96; VOIDS IN THE AMOUNT OF</u> (\$1,800.00); ONLINE PAYMENTS IN THE AMOUNT OF \$74,348.86; PAYROLL IN THE <u>AMOUNT OF \$671,405.35</u>

Recommendation

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

6. <u>APPROVAL OF A THIRD AMENDMENT TO THE ARROYO SECO RACQUET CLUB</u> <u>LEASE AGREEMENT WITH I-TENNIS, INC.</u>

Recommendation

It is recommended that the City Council approve a third amendment to the Arroyo Seco Racquet Club (Racquet Club) Lease Agreement (Lease Agreement) with I-Tennis, Inc. (I-Tennis) extending the current term though June 30, 2023.

7. <u>APPROVAL OF A FACILITY LICENSE AND OPERATIONS AGREEMENT WITH SOUTH</u> <u>PASADENA BATTING CAGES, LLC FOR THE OPERATION OF THE BATTING CAGE</u> <u>FACILITY AND ADOPT THE FINDING OF EXEMPTION FROM THE CALIFORNIA</u> <u>ENVIRONMENTAL QUALITY ACT</u>

Recommendation

It is recommended that the City Council:

- 1. Approve a Facility License and Operations Agreement between South Pasadena Batting Cages, LLC (SPBC), and the City of South Pasadena (City) for the Operations of the South Pasadena Batting Cages (Facility); and
- 2. Adopt finding of exemption from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301 Existing Facilities.

8. <u>AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF</u> <u>INTERNATIONAL INC., FOR TEMPORARY STAFFING SERVICES IN AN AMOUNT NOT-TO-</u> <u>EXCEED \$150,000</u>

Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager, or designee, to execute all documents necessary to amend the Professional Services Agreement with Robert Half International Inc. for temporary staffing services, to increase the contract amount by \$150,000, and extend the contract term through June 30, 2024;
- 2. Appropriate \$150,000 to Professional Services Permanent Account 101-2030-2034-8170-000 from General Fund Reserves to fund the amendment.

9. <u>AUTHORIZATION TO ENTER INTO AGREEMENTS WITH MICROSOFT, CDW</u> <u>GOVERNMENT, AND ACORN TECHNOLOGY SERVICES FOR THE SUBSCRIPTION</u> <u>PURCHASE OF MICROSOFT OFFICE 365 LICENSES</u>

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager, or designee, to enter into agreements with Acorn Technology Services, Microsoft, and CDW Government, LLC, in an amount not to exceed \$87,402, for the licensing, implementation, and migration support of Microsoft Office 365, inclusive

of a ten percent contingency in the amount of \$7,946; and,

 Transfer \$87,402 in State and Local Fiscal Recovery Funds from Account No. 101-3010-3041-8020 (Finance- Special Department Expense) to Account No. 206-2030-2032-8170-000 (Management Services Information Technology- Professional Services) to fully fund the licensing, implementation, and migration support to Office 365.

10. APPROVAL OF THIRD QUARTER 2021-2026 STRATEGIC PLAN UPDATE

Recommendation

It is recommended that the City Council approve the Third Quarter 2021-2026 Strategic Plan update.

PUBLIC HEARING

11. APPROVE A RESOLUTION DESIGNATING 534 ARROYO DRIVE AS A HISTORIC LANDMARK PURSUANT TO SPMC 2.63(B); FINDING PROJECT EXEMPT UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15308.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DESIGNATING 534 ARROYO DRIVE AS A HISTORIC LANDMARK (LANDMARK NO. 59) PURSUANT TO SPMC 2.63(b)

Recommendation

It is recommended that the City Council adopt a Resolution taking the following actions:

- 1. Find the project exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15308, Class 8, Actions for Protection of the Environment.
- Find that the property known at 534 Arroyo Drive qualifies under criteria (4), (5), (6), and (7) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and,
- 3. Designate the property at 534 Arroyo Drive as a Historic Landmark (Historic Landmark No. 59) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

PUBLIC COMMENT – CONTINUED

12. <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

13. 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.

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

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

April 5, 2023	Canceled due to Spring Break	7:00 P.M.
April 19, 2023	Joint Special Meeting with MTIC (State of Streets)	6:00 P.M.
April 29, 2023	Joint Special Meeting with Planning Commission (State of Housing)	9:00 A.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: <u>http://www.spectrumstream.com/streaming/south_pasadena/live.cfm</u>

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on *March 15, 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.

03/9/2023	/S/	
Date	Mark Perez, Deputy City Clerk	



City Council Agenda Report

ITEM NO. _5

DATE:	March 15, 2023
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	Hsiulee Tran, Deputy Finance Director
SUBJECT:	Approval of Prepaid Warrants in the Amount of \$116,671.15; General City Warrants in the Amount of \$1,169,409.96; Voids in the Amount of (\$1,800.00); Online Payments in the Amount of \$74,348.86; Payroll in the Amount of \$671,405.35

Recommendation

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

Fiscal Impact

Prepaid Warrants:			
Warrant # 316078-316085	\$	39,090.67	
ACH	Ś	77,580.48	
Voids	Š	0	
General City Warrants:	Ť	27A-197011 III I	
Warrant # 316086-316162	\$	290,203.50	
ACH	\$	879,206.46	
Voids	\$	(1,800.00)	
Payroll Period Ending: 03/03/2023	\$	671,405.35	
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	\$	74,348.86	
Prepaid Warrants	\$	0	
General City Warrants	\$	0	
Total	\$	2,030,035.32	

5 - 1

Approval of Warrants March 15, 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 15, 2023 Page 3 of 3

Attachments:

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

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ATTACHMENT 1 Warrant Summary

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City of South Pasadena Demand/Warrant Register Recap by fund	Fund No.	Date	3/15/2023 Amounts
		Prepaid	Written
General Fund	101	22,690.32	316,093.34
Insurance Fund	103	-	2,560.20
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	973.50
Local Transit Return "A"	205	-	1,568.50
Local Transit Return "C"	207	360.84	26,380.74
TEA/Metro	208	-	-
Sewer Fund	210	360.84	15,272.48
CTC Traffic Improvement	211	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	360.83	32,934.37
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	360.83	15,935.85
County Park Bond Fund	232	-	2,000.00
Veasure R	232	-	2,000.00
Measure M	235	-	_
Road Maint & Rehab (SB1)	230	-	-
MSRC Grant Fund		-	-
MSRC Grant Fund Measure W	238 239	-	-
		-	2,229.50
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	721.66	20,965.89
Water Efficiency Fund	503	-	
2016 Water Revenue Bonds Fund	505	-	731,557.34
SRF Loan - Water	506	_	
		_	
Water & Sewer Impact Fee Public Financing Authority	510	-	-
	550	60,758.60	-
Payroll Clearing Fund	700	31,057.23	938.25
	Column Totals:	116,671.15	- 1,169,409.96
Deserve has formed	Fund No.		A
Recap by fund	Fund No.	Prepaid	Amounts Written
RSA	227	-	-
RSA	Report Totals:	-	-
	City Report Totals:	-	1,286,081.11
	Payroll Period Endir Wire Transfer Out -	To LAIF	671,405.35
	Wire Transfer In - F		-
	Wire Transfer - RSA		-
	Wire Transfer Out -		-
	Wire Transfer Out -	To Acct. # 1936	-
	Online Payments		74,348.86
	1/ 1 D 11		
	Voids - Prepaid		-
	Voids - Prepaid Voids - General Wa	rrant	(1,800.00
		rrant	(1,800.00

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

Desiree Jimenez, Chief City Clerk

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ATTACHMENT 2 Prepaid Warrant List

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Accounts Payable

Check Detail

User: ealvarez Printed: 03/07/2023 - 5:04PM



Check Number Check Date	Amount
AFLA7010 - AFLAC	
0 03/07/2023	
Inv 597796	
Line Item DateLine Item Description01/28/2023Aflac Benefit	1,255.60
Inv 597796 Total	1,255.60
Inv 960702	
Line Item Date Line Item Description	
02/28/2023 Aflac Benefit	1,249.17
Inv 960702 Total	1,249.17
0 Total:	2,504.77
AFLA7010 - AFLAC Total:	2,504.77
AME0229 - Ameritas	
0 03/07/2023	
Inv February	
Line Item DateLine Item Description02/28/2023Payment for EE Vision Plan Premiums	3,212.32
Inv February Total	3,212.32
0 Total:	3,212.32
AME0229 - Ameritas Total:	3,212.32
AT&T5006 - AT&T	
316078 03/07/2023 Inv 021723	
Line Item Date Line Item Description	
02/17/2023 AN130464796U-Verse Int.18 Mbps/1.5 Mbps GrandRes.2/18/23-3/1	90.24
Inv 021723 Total	90.24
316078 Total:	90.24

AT&T5006 - AT&T Total:	90.24
AT&T5011 - AT&T 316079 03/07/2023 Inv 626441-64973570	
Line Item DateLine Item Description02/13/2023AN62644164973570 1MBL FX-Verdugo alt 911alarm 2/13-3/12/2.	3,543.54
Inv 626441-64973570 Total	3,543.54
316079 Total:	3,543.54
AT&T5011 - AT&T Total:	3,543.54
ATCN9011 - AT&T 316080 03/07/2023 Inv 000019538555	
Line Item DateLine Item Description02/20/2023AN 9391062308 (1/20/23-2/19/23) City Landlines	18,898.30
Inv 000019538555 Total	18,898.30
Inv 000019538881	
Line Item DateLine Item Description02/20/2023AN 9391081369 1/20/23-2/19/23 ISDN circuit at 1422 Mission	65.99
Inv 000019538881 Total	65.99
316080 Total:	18,964.29
ATCN9011 - AT&T Total:	18,964.29
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000 0 03/07/2023 Inv February 2023	
Line Item DateLine Item Description02/01/2023Union Dues - February 2023	224.00
Inv February 2023 Total	224.00
0 Total:	224.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:	224.00

316081 03/07/2023

AP-Check Detail (3/7/2023 - 5:04 PM)

Check Number C	heck Date	Amount
Inv 7916x0216	2023	
Line Item Date 02/08/2023	Line Item Description AN 287014917916 PD lpads + SPASMOB Library & Finance1/9-2/	92.25
Inv 7916x0216202		92.25
mv /910x0210202		2.23
316081 Total:		92.25
IN4011 - AT&T Mobi	ility Total:	92.25
SD3014 - Ca. State D i 16082 03	isbursement Unit 3/07/2023	
Inv PR 02/15/2		
Line Item Date 02/15/2023	Line Item Description PR Batch 21723.02.2023 Garnishment - FAMSS-1406906	814.15
		814.15
Inv PR 02/15/2023	0 10121	014.15
16082 Total:		814.15
SD3014 - Ca. State Di	isbursement Unit Total:	814.15
EL0771 - Delta Denta 16083 03	al of California 3/07/2023	
Inv BE005404	159	
Line Item Date 02/27/2023	Line Item Description Dental Benefits March 2023	12,380.55
Inv BE005404159	Total	12,380.55
16083 Total:		12,380.55
EL0771 - Delta Denta	al of California Total:	12,380.55
EG4590 - NUFIC		
16084 03 Inv January	3/07/2023	
Line Item Date 01/20/2023	Line Item Description AD&D Employer Insurance Coverage	829.15
01/20/2023	AD&D Employee Insurance Coverage	211.50
Inv January Total		1,040.65
16084 Total:		1,040.65
EG4590 - NUFIC Tota	al:	1,040.65
AP-Check Detail (3/7/20	123 - 5:04 PM)	Page 3

360.83 360.83 360.83 360.83 360.84 360.84

2,165.00

2,165.00

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90.00 1,925.00 177.42

2,192.42

2,192.42

2,192.42

3,872.45 2,309.26

6,181.71

6,181.71

6,181.71

SOGA6501 - SoCalGAS

SOGA6501 -	SoCalGAS
316085	03/07/2023
Inv	1/1/23-2/1/23
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Line Ite	
02/07/20	
02/07/20	
02/07/2	
02/07/20	
02/07/20	
02/07/20	CNG for City Vehicles (PW and Transit) 1/1/23-2/1/23
Inv 1/1/	23-2/1/23 Total
216095 Tatal	
316085 Total	
	_
SOGA6501 -	SoCalGAS Total:
SOU5220 S	D Einefichtens I 2/57
	P.Firefighters L-3657
0	03/07/2023
Inv	February 2023
Line Ite	
02/01/20	
02/01/20	D23 February 2023 Union Dues
02/01/2	D23 February 2023 Union Insurance
Inv Feb	ruary 2023 Total
int real	
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0 Total:	
	-
SOU5230 - S	P.Firefighters L-3657 Total:
60115425 G	
	P. Police Officers Association 700-0000-02246-000
0	03/07/2023
Inv	February 2023
Line Ite	m Date Line Item Description
03/07/20	
03/07/20	·
05/07/2	
Inv Feb	ruary 2023 Total
	·
	_
0 Total:	
	-
SOU5435 - S	P. Police Officers Association Total:

SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000 0 03/07/2023

	Inv	February 202	23	
	<u>Line It</u> 02/01/2	tem Date 2023	Line Item Description February 2023 Union Dues	1,440.00
	Inv Fe	bruary 2023	Fotal	1,440.00
0 T	otal:			1,440.00
SO	U 5451 -	S.P. Public S	ervice Employees Association Total:	1,440.00
SSE	V2018 ·	- Sandoval, S	heila	
0	Ţ		07/2023	
	Inv	PR 02/15/20	23	
	Line It 02/15/2	tem Date	Line Item Description PR Batch 21723.02.2023 - Garnishment	110.63
	02/15/		PR Batch 21723.02.2023 - Garnishment PR Batch 21723.02.2023 - Garnishment	956.03
	Inv PR	R 02/15/2023	Total	1,066.66
0 T	otal:			1,066.66
SSE	V2018 ·	- Sandoval, S	heila Total:	1,066.66
WF 0	BK1020		share Trust Company, N.A. 07/2023	
	Inv	SOPASAWT	'R2013	
		tem Date	Line Item Description	
	03/13/2 03/13/2		South Pasadena Water Revenue Bond 2013 South Pasadena Water Revenue Bond 2013	-435.16
	03/13/.	2023	South Pasadena water Revenue Bond 2015	61,193.76
	Inv SC	OPASAWTR2	013 Total	60,758.60
0 T	otal:			60,758.60
WF	BK1020) - Computer	share Trust Company, N.A. Total:	60,758.60
Tota	1:			116,671.15

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ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: ealvarez Printed: 03/07/2023 - 6:19PM



Check Number C	Theck Date	Amount
ACCOEG - ACCO En		
316086 03 Inv 20348172	3/15/2023	
Line Item Date	Line Item Description	
12/22/2022	Urgent repair of Senior Center Pelican HVAC system	792.00
Inv 20348172 Tota	al	792.00
316086 Total:		792.00
ACCOEG - ACCO En	gineered Systems, Inc. Total:	792.00
	3/15/2023	
Inv 59-0698222		
Line Item Date 01/31/2023	Line Item Description Pre-employment background check services	102.50
Inv 59-0698222 To	otal	102.50
316087 Total:		102.50
ACHG2013 - A-Check	Global Total:	102.50
ADHMGRP - Adhami 316088 03	Engineering Group 3/15/2023	
Inv 3		
Line Item Date 09/22/2022	Line Item Description Engineering Design: Rectangular Rapid Flashing Beacon	23,400.00
Inv 3 Total		23,400.00
Inv 3C		
Line Item Date 09/20/2022	Line Item Description Engineering Design: Rectangular Rapid Flashing Beacon	2,900.00
Inv 3C Total		2,900.00
316088 Total:		26,300.00
A.D. Chaole Datail (2/7/2)		D 1

ADHMGRP - Adhami E	ngineering Group Total:	26,300.00
ALH0179 - Alhambra C	ar Wash	
316089 03/	15/2023	
Inv January 202	3	
Line Item Date 02/21/2023	Line Item Description PD Car Washes January 2023	52.00
Inv January 2023 To	otal	52.00
316089 Total:		52.00
ALH0179 - Alhambra C	ar Wash Total:	52.00
	anagement Services, Inc. 15/2023	
Inv 83296		
Line Item Date 02/09/2023	Line Item Description Crossing Guard Services: 01/22/23-02/04/23	11,441.25
Inv 83296 Total		11,441.25
316090 Total:		11,441.25
ACMT2920 - All City M	anagement Services, Inc. Total:	11,441.25
ALL0197 - All Star Fire 316091 03/	Equipment, Inc. 15/2023	
Inv 244602	15/2025	
Line Item Date 02/22/2023	Line Item Description Fire - Safety uniform for Benitez	3,143.23
Inv 244602 Total		3,143.23
316091 Total:		3,143.23
ALL0197 - All Star Fire	Equipment, Inc. Total:	3,143.23
AMAZONCP - Amazon	Capital Services, Inc.	
	15/2023	
Line Item Date 02/16/2023	Line Item Description Supplies for Camp Med	389.84
02/16/2023	Tables for Youth house	747.40
Inv 147K-L9QY-V	GCR Total	1,137.24
AP-Check Detail (3/7/202	23 - 6:19 PM)	Page 2

Inv 1CJP-7CXN	1-TFFK
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02/27/2023	Line Item Description Senior Center supplies for Senior Prom	93.62
Inv 1CJP-7CXM-T		93.62
Inv 1CWT-DPI		
Line Item Date 02/21/2023	Line Item Description Specialist Supplies	52.97
02/21/2023	Rec Front office supplies.	11.26
Inv 1CWT-DPL3-I	_G9V Total	64.23
Inv 1DNM 9YI	LF 94MNF	
Line Item Date 01/30/2023	Line Item Description Five Otterbox Cases for iPhone 12 and iPhone 12 Pro	165.87
01/30/2023	Five Otterbox Cases for iPhone 12 and iPhone 12 Pro	103.87
Inv 1DNM 9YLF 9	V4MNF Total	165.87
Inv 1JM4-DVF	N-TTRM	
Line Item Date 02/27/2023	Line Item Description Name Plate - Deputy City Clerk	12.99
Inv 1JM4-DVFN-7	IKM lotal	12.99
Total:		1,473.95
MAZONCP - Amazoi	n Capital Services, Inc. Total:	1,473.95
IAL6501 - Arriola, Ri		
	ichard 3/15/2023	
03		
16092 03 Inv 1/30/23 Line Item Date	Line Item Description	17.42
16092 03 Inv 1/30/23 Line Item Date 01/30/2023	Line Item Description	17.42
16092 03 Inv 1/30/23 Line Item Date 01/30/2023 Inv 1/30/23 Total Inv 2/14/23 Line Item Date	<u>Line Item Description</u> Mileage Reimbursement 1/30/2023	17.42 17.42
16092 03 Inv 1/30/23 <u>Line Item Date</u> 01/30/2023 Inv 1/30/23 Total Inv 2/14/23	<u>Line Item Description</u> Mileage Reimbursement 1/30/2023	17.42 17.42 17.42 17.42
i16092 03 Inv 1/30/23 Line Item Date 01/30/2023 Inv 1/30/23 Total Inv 2/14/23 Line Item Date 02/14/2023 02/14/2023	<u>Line Item Description</u> Mileage Reimbursement 1/30/2023	17.42 17.42 17.42
i16092 03 Inv 1/30/23 Line Item Date 01/30/2023 Inv 1/30/23 Total Inv 2/14/23 Line Item Date 02/14/2023 02/14/2023	<u>Line Item Description</u> Mileage Reimbursement 1/30/2023	17.42 17.42 17.42
16092 03 Inv 1/30/23 Line Item Date 01/30/2023 Inv 1/30/23 Total Inv 2/14/23 Line Item Date 02/14/2023 Inv Inv 2/14/23 Inv 2/14/23	W15/2023 Line Item Description Mileage Reimbursement 1/30/2023 Line Item Description Mileage Reimbursement 2/14/2023	17.42 17.42 17.42 17.42

AP-Check Detail	(3/7/2023 -	6:19 PM)
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ck Number Check	Date	Amour
03/15/2	123	
Inv 2037215783		
Line Item DateL01/26/2023L	ne Item Description brary Books	1,261.
Inv 2037215783 Total		1,261.
Inv 2037218705		
Line Item Date	ne Item Description	
01/26/2023 L	brary Books	337.
Inv 2037218705 Total		337.
Inv 2037221789		
	ne Item Description brary Books	1,499.
Inv 2037221789 Total		1,499.
	ne Item Description brary Books	551.
Inv 2037227225 Total		551.
Inv 2037239031		
	ne Item Description brary Books	784.
Inv 2037239031 Total		784.
Inv 2037246580		
	ne Item Description	
	brary Books	758.
Inv 2037246580 Total		758.
Inv 2037249086		
	ne Item Description brary Books	304.
Inv 2037249086 Total		304.
Inv 2037249550		
Line Item Date L	ne Item Description	
01/25/2023 L	brary Books	225.
Inv 2037249550 Total		225.
Inv 2037253146		
Line Item Date L	ne Item Description	

AP-Check Detail (3/7/2023 - 6:19 PM)

heck Number Ch	eck Date	Amount
02/02/2023	Library Books	303.97
Inv 2037253146 Tot	al	303.97
Inv 2037263063		
Line Item Date 02/06/2023	Line Item Description Library Books	165.08
Inv 2037263063 To	al	165.08
Inv 2037316483		
Line Item Date 02/09/2023	Line Item Description Library Books	59.59
Inv 2037316483 Tot	al	59.59
Total:		6,252.17
AK0369 - Baker & Tay	lor Books Total:	6,252.17
AK0366 - Baker & Tay		
Line Item Date 02/01/2023	Line Item Description DVDs/CDs	123.11
Inv H64036190 Tota	1	123.11
Inv H64120660		
Line Item Date 02/08/2023	Line Item Description DVDs/CDs	96.67
Inv H64120660 Tota	1	96.67
Inv H64157920		
Line Item Date 02/08/2023	Line Item Description DVDs/CDs	131.34
Inv H64157920 Tota	1	131.34
Inv H64158420		
Line Item Date 02/09/2023	Line Item Description DVDs/CDs	77.66
Inv H64158420 Tota	I	77.66
Inv H64181290		
Line Item Date 02/10/2023	Line Item Description DVDs/CDs	101.65

Inv H64181290 To	tal	101.65
Total:		530.43
AK0366 - Baker & Ta	ylor Entertainment Total:	530.43
SHL6710 - Base Hill,	Inc., dba Jan Point	
03	/15/2023	
Inv 22129		
Line Item Date	Line Item Description	14 005 00
11/28/2022 11/28/2022	Citywide Janitorial Services: November 2022 Citywide Janitorial Services: November 2022	14,985.00 900.00
11/28/2022	Citywide Janitorial Services: November 2022	1,000.00
		,,
Inv 22129 Total		16,885.00
Inv 22163		
Line Item Date	Line Item Description	
12/20/2022	Citywide Janitorial Services: December 2022	14,985.00
12/20/2022	Citywide Janitorial Services: December 2022	1,000.00
12/20/2022	Citywide Janitorial Services: December 2022	900.00
Inv 22163 Total		16,885.00
Total:		33,770.00
SHL6710 - Base Hill,	Inc., dba Jan Point Total:	33,770.00
SKBTH - Bath, Jasmi		
16093 03 Inv 129000	/15/2023	
Line Item Date	Line Item Description	
02/23/2023	Refund for rec class before start date. Admin fee applied.	99.00
Inv 129000 Total		99.00
16093 Total:		99.00
16093 Total: SKBTH - Bath, Jasmi	ne K Total:	99.00
5KBTH - Bath, Jasmi HBE8032 - Bee, Shun	y	
5KBTH - Bath, Jasmi HBE8032 - Bee, Shun		
SKBTH - Bath, Jasmi H BE8032 - Bee, Shun 16094 03 Inv 9319 <u>Line Item Date</u>	y /15/2023 Line Item Description	99.00
5KBTH - Bath, Jasmi H BE8032 - Bee, Shun 16094 03 Inv 9319	y /15/2023	

Check Number Check Date

Inv 9404		
Line Item Date 02/21/2023	Line Item Description Contract Class Instructor January Jeetkunedo 9:30AM	487.50
Inv 9404 Total		487.50
Inv 9405		
Line Item Date 02/21/2023	Line Item Description Contract Class Instructor February Taekwondo 4:30PM	292.50
Inv 9405 Total		292.50
Inv 9406		
Line Item Date 02/21/2023	Line Item Description Contract Class Instructor January Taekwondo 5:15PM	195.00
Inv 9406 Total		195.00
Inv 9407		
Line Item Date 02/21/2023	Line Item Description Contract Class Instructor February Jeetkunedo 9:30AM	292.50
Inv 9407 Total		292.50
316094 Total:		1,462.50
SHBE8032 - Bee, Shun	ıy Total:	1,462.50
ADBVTO - Benvenuto 316095 02 Inv 129025	, Adriana 3/15/2023	
Line Item Date 02/23/2023	Line Item Description Refund for Rec. class cancelation by instructor. no admin fee	135.00
Inv 129025 Total		135.00
316095 Total:		135.00
ADBVTO - Benvenuto	, Adriana Total:	135.00
LEBE8032 - Betts, Len 316096 00	nar 3/15/2023	
Inv 9343		
Line Item Date 02/27/2023	Line Item Description Contract Class Instructor- February Beginners Skateside	522.90

Check Number Check Date

Inv 9392		
Line Item Date 02/27/2023	Line Item Description Contract Class Instructor- February Intermediate Skateside	174.30
Inv 9392 Total		174.30
Inv 9401		
Line Item Date 02/27/2023	Line Item Description Contract Class Instructor- February After School Skateside	231.00
Inv 9401 Total		231.00
316096 Total:		928.20
LEBE8032 - Betts, Le	mar Total:	928.20
BLSP8010 - Blackston	e Publishing)3/15/2023	
Inv 2087868		
Line Item Date 02/21/2023	Line Item Description Books/DVDs/CDs (Audibooks)	640.97
Inv 2087868 Tota	1	640.97
0 Total:		640.97
BLSP8010 - Blackston	ne Publishing Total:	640.97
BLGFRCGR - Blue F 316097 (Inv 89340	orce Gear)3/15/2023	
Line Item Date 02/10/2023	Line Item Description Slings for the range	314.80
Inv 89340 Total		314.80
316097 Total:		314.80
BLGFRCGR - Blue F	orce Gear Total:	314.80
WON6400 - Bob Won 316098 (Inv 639844	dries Ford)3/15/2023	
Line Item Date 02/21/2023	Line Item Description Repairs to #1501, vehicle with blown head gasket	1,745.11
Inv 639844 Total		1,745.11

316098 Total:	1,745.11
WON6400 - Bob Wondries Ford Total:	1,745.11
DABN8267 - Bohan, Diana 101-8030-8021-8267-000	
0 03/15/2023 Inv 9787	
Line Item DateLine Item Description02/22/2023Contract Class Instructor Senior Yoga - February	179.20
Inv 9787 Total	179.20
Inv 9788	
Line Item DateLine Item Description02/22/2023Contract Class Instructor Senior Walk-In Yoga - February	100.00
Inv 9788 Total	100.00
0 Total:	279.20
DABN8267 - Bohan, Diana Total:	279.20
DBAR3011 - Brink's Incorporated	
316099 03/15/2023 Inv 12197795	
Line Item Date Line Item Description	
02/01/2023 Armored Car Transportation (Feb 2023 Monthly)	1,583.32
Inv 12197795 Total	1,583.32
Inv 5487482	
Line Item DateLine Item Description01/31/2023Armored Car Transportation (Excess Fees)	104.81
Inv 5487482 Total	104.81
316099 Total:	1,688.13
DBAR3011 - Brink's Incorporated Total:	1,688.13
BRMR8267 - BRIT West Soccer 316100 03/15/2023	
Inv 9244	
Line Item DateLine Item Description02/28/2023Contract Class Instructor- Tiny Pros Soccer 2-3.5 SA	517.92

Amount

Check Number Check Date

Inv 9244 Total		517.9
Inv 9246		
Line Item Date	Line Item Description	
02/28/2023	Contract Class Instructor- Tiny Pros Soccer 2-3.5 SU	269.7
Inv 9246 Total		269.7
Inv 9250		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Tiny Pros Soccer 3.5-5 SA	431.6
02/26/2025	Contract Class Instructor- Tiny Flos Socce 5.5-5 SA	
Inv 9250 Total		431.6
Inv 9280		
<u>Line Item Date</u> 02/28/2023	Line Item Description Contract Class Instructor- Club Pros Soccer 5-7 SA	86.3
Inv 9280 Total		86.3
Inv 9280 Total		00.5
Inv 9300		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Club Pros Soccer 5-7 SU	215.8
nv 9300 Total		215.8
nv 9306		
Line Item Date	Line Item Description	
02/28/2023	Contract Class Instructor- Club Pros Soccer 7-12 SA	258.9
nv 9306 Total		258.9
Inv 9329		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Club Pros Soccer 7-12 SU	53.9
Inv 9329 Total		53.9
Inv 9388		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Tiny Pros Soccer 3.5-5 SU	647.4
Inv 9388 Total		647.4
00 Total:		2,481.7

316101 03/15/2023

AP-Check Detail (3/7/2023 - 6:19 PM)

Inv 129004		
Line Item Date 02/23/2023	Line Item Description Partial refund for Gazebo reservation due to weather forecast.	67.00
Inv 129004 Total		67.00
316101 Total:		67.00
TDBRZTE - Brotze, To	dd Total:	67.00
PMAB8021 - Budka, Pa 316102 03 Inv 9478	amela Avry 5/15/2023	
Line Item Date 02/22/2023	Line Item Description Senior Contract Class Instructor - February Monthly Chair Yoga	67.20
Inv 9478 Total		67.20
Inv 9480		
Line Item Date 02/22/2023	Line Item Description Senior Contract Class Instructor - February Walk-In Chair Yoga	52.00
Inv 9480 Total		52.00
Inv 9789		
Line Item Date 02/22/2023	Line Item Description Senior Contract Class Instructor - February Monthly Meditation	38.40
Inv 9789 Total		38.40
Inv 9790		
Line Item Date 02/22/2023	Line Item Description Senior Contract Class Instructor - February Walk Meditation	40.00
Inv 9790 Total		40.00
316102 Total:		197.60
PMAB8021 - Budka, Pamela Avry Total:		197.60
DEP5072 - CA Dept of 316103 03 Inv SL220036	Transportation 5/15/2023	
Line Item Date 07/23/2021	Line Item Description Signals & Lighting Shared Cost with CaltransApril 2021-June 2021	525.39
Inv SL220036 Tota	d	525.39

Check Number

Check Date

Amount

Check Number	Check Date	Amount
Inv SL23034	2	
Line Item Date 01/25/2023	Line Item Description Signals & Lighting Shared Cost with Caltrans Oct 2022-Dec 2022	4,791.73
Inv SL230342 Te	otal	4,791.73
316103 Total:		5,317.12
DEP5072 - CA Dept o	of Transportation Total:	5,317.12
CAL5236 - CA Linen		
316104 Inv 2081849	03/15/2023	
Line Item Date 02/22/2023	Line Item Description Fire Department Linen Rental and Cleaning Services: FY22-23	111.63
Inv 2081849 Tot		111.63
	äi	111.05
Inv 2084602		
Line Item Date 02/23/2023	Line Item Description Fire Department Linen Rental and Cleaning Services: FY22-23	109.90
Inv 2084602 Tot	al	109.90
316104 Total:		221.53
CAL5236 - CA Linen	ı Services Total:	221.53
CAN0607 - Cantu Gr	•	
316105 Inv 21136	03/15/2023	
Line Item Date 10/24/2022	Line Item Description Replacement of City Seal for Public Works Vehicle Fleet	126.12
10/24/2022	Replacement of City Seal for Public Works Vehicle Fleet	126.13
10/24/2022	Replacement of City Seal for Public Works Vehicle Fleet	126.13
10/24/2022 10/24/2022	Replacement of City Seal for Public Works Vehicle Fleet Replacement of City Seal for Public Works Vehicle Fleet	126.12 126.13
Inv 21136 Total		630.63
Inv 21249		
Line Item Date 02/21/2023	Line Item Description Community outreach slow down traffic signs	689.06
Inv 21249 Total		689.06
Inv 21318 Line Item Date	Line Item Description	

Inv 21318 Total		64.50
Inv 21346		
Line Item Date 02/17/2023	Line Item Description Business Cards Office Supplies	38.53
	Business Cards Office Supplies	38.53
Inv 21346 Total		36.33
Inv 21347	Line Kenn Description	
Line Item Date 02/17/2023	Line Item Description 11x17" Doorsigns	10.32
Inv 21347 Total		10.32
Inv 21350		
Line Item Date 02/17/2023	Line Item Description #21350-Design/Typesetting	595.35
Inv 21350 Total		595.35
111v 21330 10tur		
16105 Total:		2,028.39
AN0607 - Cantu Gra	aphics Inc. Total:	2,028.39
RSC2013 - Capital I	Research & Consulting LLC	2,028.39
RSC2013 - Capital I		2,028.39
RSC2013 - Capital I 16106 (Research & Consulting LLC	2,028.39
RSC2013 - Capital I 16106 (1) Inv 3112 <u>Line Item Date</u> 12/31/2022	Research & Consulting LLC)3/15/2023 Line Item Description	
RSC2013 - Capital I 16106 (Inv 3112 <u>Line Item Date</u>	Research & Consulting LLC)3/15/2023 Line Item Description	2,841.78
RSC2013 - Capital I 16106 (Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total	Research & Consulting LLC)3/15/2023 Line Item Description	2,841.78
RSC2013 - Capital I 16106 (Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total 16106 Total:	Research & Consulting LLC)3/15/2023 Line Item Description	2,841.78 2,841.78
RSC2013 - Capital I 16106 (Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total 16106 Total: RSC2013 - Capital I WNC2501 - Carl Wa	Research & Consulting LLC 03/15/2023 Line Item Description Quarterly fee for overseeing Empower 457 Deferred Compensation Research & Consulting LLC Total: arren & Company	2,841.78 2,841.78
RSC2013 - Capital I 16106 (Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total 16106 Total: RSC2013 - Capital I WNC2501 - Carl Wa	Research & Consulting LLC D3/15/2023 Line Item Description Quarterly fee for overseeing Empower 457 Deferred Compensation Research & Consulting LLC Total: arren & Company D3/15/2023	2,841.78 2,841.78
RSC2013 - Capital I 16106 () Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total 16106 Total: RSC2013 - Capital I WNC2501 - Carl Wa () Inv 2029178-2 <u>Line Item Date</u>	Research & Consulting LLC D3/15/2023 Line Item Description Quarterly fee for overseeing Empower 457 Deferred Compensation Research & Consulting LLC Total: arren & Company D3/15/2023 2029196 Line Item Description	2,841.78 2,841.78 2,841.78 2,841.78 2,841.78
RSC2013 - Capital I 16106 () Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total 16106 Total: RSC2013 - Capital I WNC2501 - Carl Wa () Inv 2029178-2	Research & Consulting LLC J3/15/2023 Line Item Description Quarterly fee for overseeing Empower 457 Deferred Compensation Research & Consulting LLC Total: arren & Company J3/15/2023 2029196 Line Item Description Line Item Description Legal Matters	2,841.78 2,841.78
RSC2013 - Capital I 16106 () Inv 3112 Line Item Date 12/31/2022 Inv 3112 Total 16106 Total: RSC2013 - Capital I WNC2501 - Carl Wa () Inv 2029178-2 Line Item Date 02/13/2023 Inv 2029178-202	Research & Consulting LLC D3/15/2023 Line Item Description Quarterly fee for overseeing Empower 457 Deferred Compensation Research & Consulting LLC Total: Rarren & Company D3/15/2023 2029196 Line Item Description Legal Matters P196 Total	2,841.78 2,841.78 2,841.78 2,841.78 2,841.78
RSC2013 - Capital I 16106 () Inv 3112 <u>Line Item Date</u> 12/31/2022 Inv 3112 Total 16106 Total: RSC2013 - Capital I WNC2501 - Carl Wa () Inv 2029178-2 <u>Line Item Date</u> 02/13/2023	Research & Consulting LLC D3/15/2023 Line Item Description Quarterly fee for overseeing Empower 457 Deferred Compensation Research & Consulting LLC Total: Rarren & Company D3/15/2023 2029196 Line Item Description Legal Matters P196 Total	2,841.78 2,841.78 2,841.78 2,841.78 2,841.78

Inv 2029481-202	29497 Total	989.40
0 Total:		2,560.20
CWNC2501 - Carl W	'arren & Company Total:	2,560.20
CDW5246 - CDW Go	overnment LLC	
	03/15/2023	
Inv GV40719		
Line Item Date 02/16/2023	Line Item Description MS GSA OFFICE STD 2021 LTSC C/O #03-541R1	609.98
Inv GV40719 To	tal	609.98
Inv GV40726	5	
Line Item Date 02/16/2023	Line Item Description MS GSA OFFICE STD 2021 LTSC C/O #03-69	304.99
Inv GV40726 To		304.99
111/ 37/10/2010		
0 Total:		914.97
CDW534(CDWC	overnment LLC Total:	914.97
CDW 5240 - CDW G(wernment LLC Total:	914.97
TIM4011 - Charter C 316107	Communications 03/15/2023	
Inv 02249640		
Line Item Date 01/08/2023	Line Item Description AN 8448 30 008 0224964 Services for 1/8/2023 to 2/7/2023	4.80
Inv 0224964010	823 Total	4.80
Inv 35790502	20523	
Line Item Date	Line Item Description Acct # 8448300080357905 (02/05/23-03/04/23)	120.52
02/16/2023		130.52
Inv 35790502052	23 Total	130.52
316107 Total:		135.32
11M4011 - Charter C	Communications Total:	135.32
CHE6010 - Chem Pro		
316108 Inv IN10214	03/15/2023 1	
Line Item Date	Line Item Description	
01/01/2023	Monthly cleaning and treatment of City cooling tower-Jan 2023	153.00

heck Number C	heck Date	Amount
Inv IN102141 Tota	1	153.00
Inv IN105859		
Line Item Date 02/15/2023	Line Item Description Cooling Tower Cleaning & Sterilization at PD	344.00
Inv IN105859 Tota	1	344.00
16108 Total:		497.00
HE6010 - Chem Pro I	Laboratory, Inc. Total:	497.00
INTAS - Cintas COR 16109 03 Inv OF1965584	5/15/2023	
Line Item Date 02/09/2023	Line Item Description Monthly Fire Extinguisher Inspections - CityWide Feb	866.89
Inv OF19655842 T	otal	866.89
16109 Total:		866.89
INTAS - Cintas COR	P No. 2 Total:	866.89
IV2123 - CivicStone, I 03 Inv 2018-210	LLC /15/2023	
Line Item Date 02/20/2023	Line Item Description Caltrans Housing Consultant: January 2023.	1,803.75
Inv 2018-210 Total		1,803.75
Total:		1,803.75
IV2123 - CivicStone, 1	LLC Total:	1,803.75
OM0699 - Compresse 16110 03 Inv 00040885	d Air Specialties Inc //15/2023	
Line Item Date 02/23/2023	Line Item Description Fire - Air compressor annual service for engine	1,252.74
Inv 00040885 Tota	1	1,252.74
16110 Total:		1,252.74

COM0699 - Compresse	ed Air Specialties Inc Total:	1,252.74
COR7788 - Cornforth,		
0 03 Inv 9166	3/15/2023	
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Tennis Adult Intermediate 10AM	702.00
Inv 9166 Total		702.00
Inv 9298		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Tennis Youth Beginner 12PM	156.00
Inv 9298 Total		156.00
Inv 9358		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Tennis Youth Intermediate 11AM	780.00
Inv 9358 Total		780.00
Inv 9402		
Line Item Date 02/28/2023	Line Item Description Contract Class Instructor- Tennis Youth Begginer 9AM	468.00
Inv 9402 Total		468.00
0 Total:		2,106.00
COR7788 - Cornforth,	Robert Darren Total:	2,106.00
CRSR2010 - Corodata 0 03 Inv DN 139714	3/15/2023	
Line Item Date 01/31/2023	Line Item Description Corodata Shredding Service January 2023	175.56
Inv DN 1397149 T		175.56
0 Total:		175.56
CRSR2010 - Corodata	Shredding Inc. Total:	175.56
COV6LLC - Covered 6 316111 03 Inv 23-0136	5, LLC 3/15/2023	

Line Item Date Line Item Description

Check Number C	heck Date	Amount
01/30/2023	Secure firearm storage locker	2,392.15
Inv 23-0136 Total		2,392.15
316111 Total:		2,392.15
COV6LLC - Covered 6	, LLC Total:	2,392.15
MNBL8170 - Crestline 0 03 Inv INV548	Software, LLC 3/15/2023	
Line Item Date 02/16/2023 02/16/2023	Line Item Description Water Rate Study Custom Report Water Rate Study Custom Report	375.00 375.00
Inv INV548 Total		750.00
Inv INV671		
Line Item Date 02/15/2023 02/15/2023	Line Item Description Lock Box (Jan 2023) Credit Card & Return Fees (Jan 2023)	60.00 9,539.36
Inv INV671 Total		9,599.36
0 Total:		10,349.36
MNBL8170 - Crestline	Software, LLC Total:	10,349.36
DROW8010 - D & R O		
316112 03 Inv 0126904-IN	\$/15/2023 N	
Line Item Date 02/16/2023	Line Item Description Office Chair for Public Works Operations Manager	506.09
Inv 0126904-IN To	tal	506.09
316112 Total:		506.09
DROW8010 - D & R O	ffice Works, Inc. Total:	506.09
DSP0755 - D & S Print 316113 03 Inv 0207	ing 3/15/2023	
Line Item Date 02/14/2023	Line Item Description Engraved Name Plates	167.58
Inv 0207 Total		167.58
Line Item Date 02/14/2023		

	Amount
Inv 11019	
Line Item DateLine Item Description11/30/2022Police Department information cards	617.40
Inv 11019 Total	617.40
316113 Total:	
DSP0755 - D & S Printing Total:	784.98
EL4000 - Dell Marketing L.P.	
0 03/15/2023 Inv 10652419368	
Line Item DateLine Item Description02/15/2023Dell Latitude 5530 BTX Base	1,419.38
Inv 10652419368 Total	1,419.38
' Total:	1,419.38
EL4000 - Dell Marketing L.P. Total:	1,419.38
EMT5550 - Department of Health Care Services - GEMT QAF 316114 03/15/2023 Inv GEM0523EMEX	
Line Item DateLine Item Description02/15/2023Fire - GEMT Q4	8,062.74
Inv GEM0523EMEX Total	8,062.74
16114 Total:	8,062.74
EMT5550 - Department of Health Care Services - GEMT QAF Total:	8,062.74
ERD8010 - Erdmann, Hollis 0 03/15/2023 Inv 00000965	
Line Item DateLine Item Description02/15/2023Tuning of Baldwin Piano	200.00
Inv 000000965 Total	200.00
) Total:	200.00
IERD8010 - Erdmann, Hollis Total:	200.00

Check Number

Check Date

Amount

	03/15/2023	
Line Item Date 02/23/2023	Line Item Description Charter Bus Services: Senior Trip to Bowers Museum	1,368.50
Inv 159128 Total	I	1,368.50
316115 Total:		1,368.50
FDBC8025 - Fast Dec	er Bus Charter Inc. Total:	1,368.50
RYAN - Garcia, Rya r 316116	n 03/15/2023	
Inv 2/10/23	05/15/2025	
Line Item Date 02/16/2023	Line Item Description Mileage Reimbursement 2/10/2023	15.20
Inv 2/10/23 Tota	1	15.20
316116 Total:		15.20
RYAN - Garcia, Ryar	n Total:	
CRHY8067 - Hartney	y, Corey	
0	03/15/2023	
Inv 9331		
Line Item Date 02/22/2023	Line Item Description Contract Class Instructor Basketball Beginner February	429.00
Inv 9331 Total		429.00
Inv 9334		
Line Item Date 02/22/2023	<u>Line Item Description</u> Contract Class Instructor Basketball Intermediate February	143.00
Inv 9334 Total		143.00
0 Total:		572.00
CRHY8067 - Hartney	y, Corey Total:	572.00
RIHZ6601 - Hernand 316117	lez, Ricardo 03/15/2023	
Inv 1/10/23	15/2025	
Line Item Date 01/10/2023	Line Item Description Mileage Reimbursemnet 1/10/23	9.56

9.56 8.12 8.12 9.96 9.96
8.12 9.96
8.12 9.96
9.96
9.96
9.56
9.56
37.20
37.20
80.17
80.17
26.72
26.72
26.72
26.72
26.72
26.72

Inv 2/14/23 Tota	al	26.72
316118 Total:		187.05
ADHA6116 - Herrer	a, Adam Total:	187.05
HOMCOMMU - Ho 316119		
Inv 020323	03/15/2023	
Line Item Date 02/03/2023	Line Item Description Repair of radio transceiver unit #1406	450.00
Inv 020323 Tota	al	450.00
Inv 020423		
Line Item Date 02/04/2023	Line Item Description Repair battery circuit breaker, time, and siren amp unit #134	450.00
Inv 020423 Tota	1	450.00
316119 Total:		900.00
HOMCOMMU - Ho	m, Reagan Total:	900.00
HOS1517 - Hose-Ma		
316120 Inv 2410082	03/15/2023 2-0001-02	
Line Item Date 02/15/2023	Line Item Description Supplies to replace old air tool hoses unit 12 service truck	1,837.29
Inv 2410082-00		1,837.29
316120 Total:		1,837.29
HOS1517 - Hose-Ma	ın. Inc. Total:	1,837.29
IBLS6116 - Ibarra, I		
316121	03/15/2023	
Inv 1/11/23 Line Item Date	Line Item Description	
	Mileage Reimbursement 1/11/2023	16.11
02/16/2023		

Inv 1/14/23		
Line Item Date 02/16/2023	Line Item Description Mileage Reimbursement 1/14/2023	5.37
Inv 1/14/23 Total		5.37
Inv 1/4/23		
Line Item Date 02/16/2023	Line Item Description Mileage Reimbursement 1/4/2023	5.37
Inv 1/4/23 Total		5.37
Inv 1/8/23		
Line Item Date 02/16/2023	Line Item Description Mileage Reimbursement 1/8/2023	5.37
Inv 1/8/23 Total		5.37
316121 Total:		32.22
IBLS6116 - Ibarra, Lui	is Total:	32.22
316122 03 Inv 1778342	attery Systems of Eastern Los Angeles 3/15/2023	
Line Item Date 02/02/2022	Line Item Description Replace damaged battery on Water Distribution Unit 24	159.60
Inv 1778342 Total		159.60
Inv 80766		
Line Item Date 11/17/2022	Line Item Description Replace 4.5 year old battery on water production vehicle #10	128.73
Inv 80766 Total		128.73
316122 Total:		288.33
INT6115 - Interstate Ba	attery Systems of Eastern Los Angeles Total:	288.33
INCG6011 - Interwest		
0 03 Inv 60353	3/15/2023	
	<u>Line Item Description</u> 1132 Fairview Project Expediting: May 2020	300.00

Inv 61327		
Line Item Date 07/13/2020	Line Item Description 1132 Fairview Project Expediting: June 2020	900.00
Inv 61327 Total		900.00
Inv 64474		
Line Item Date 11/17/2020	Line Item Description 815 Freemont Project Expediting: October 2020	712.50
Inv 64474 Total		712.50
Inv 75254		
Line Item Date 01/19/2022	Line Item Description 815 Freemont Project Expediting: December 2021	5,077.50
Inv 75254 Total		5,077.50
Inv 76271		
Line Item Date 02/23/2022	Line Item Description 815 Freemont Project Expediting: January 2022	3,620.00
Inv 76271 Total		3,620.00
Inv 77525		
Line Item Date 04/18/2022	Line Item Description 815 Freemont Project Expediting: March 2022	8,240.00
Inv 77525 Total		8,240.00
Inv 79129		
Line Item Date 06/15/2022	Line Item Description 815 Freemont Project Expediting: May 2022	665.00
Inv 79129 Total		665.00
0 Total:		19,515.00
INCG6011 - Interwest (Consulting Group Total:	19,515.00
JSAR4011 - Jack's Auto 316123 03 Inv 17970	o Repair 3/15/2023	
Line Item Date 02/15/2023	Line Item Description Manifold gasket and oil switch replacement unit #1201	866.24
Inv 17970 Total	manifold Easter and on swhen replacement and #1201	866.24
Inv 18046		
Line Item Date	Line Item Description	

heck Number	Check Date	Amount
02/08/2023	Headlight repair unit #1201	25.23
Inv 18046 Total		25.23
Inv 18060		
Line Item Date 02/13/2023	Line Item Description Starter Replacement of #1201	315.60
	Statier Replacement of #1201	
Inv 18060 Total		315.60
16123 Total:		1,207.07
SAR4011 - Jack's Au	ıto Repair Total:	1,207.07
HMS8020 - JHM Suj	pply 03/15/2023	
Inv 315977/1		
Line Item Date 01/19/2023	Line Item Description Irrigation Supplies for Huntington Drive	133.13
Inv 315977/1 Tot	al	133.13
Inv 316435/1		
Line Item Date	Line Item Description	
02/15/2023	Irrigation Supplies: Huntington/Ramona Medians	168.32
Inv 316435/1 Tot	al	168.32
Inv 317612/1		
Line Item Date 02/16/2023	Line Item Description Sprinkler/Nozzles Stock Supplies Huntington/Orange Grove	522.84
Inv 317612/1 Tot	al	522.84
Inv 317617/1		
Line Item Date 02/21/2023	Line Item Description Irrigation Supplies: Huntington/Orange Grove	496.68
Inv 317617/1 Tot		496.68
Total:		1,320.97
HMS8020 - JHM Su	pply Total:	1,320.97
	ffee Roasters 03/15/2023	
Inv 59089	Line Item Description	
Line Item Date 02/23/2023	Line Item Description Annual PO's for Coffee Supplies (FY22-23)	162.68

Inv 59089 Total		162.68
316124 Total:		162.68
JCRS5011 - Jones Coffee	e Roasters Total:	162.68
LAW6711 - Lawn Mowe		
316125 03/ Inv 39651	15/2023	
	Ling Item Description	
Line Item Date 01/31/2023	Line Item Description Portable Honda Inverter(Generator) used to power lighter	2,499.37
Inv 39651 Total		2,499.37
316125 Total:		2,499.37
510125 10001.		_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
LAW6711 - Lawn Mowe	r Corner Total:	2,499.37
LIFE822 - Life-Assist In		
316126 03/ Inv 1293779	15/2023	
Line Item Date	Line Item Description	
02/14/2023	Fire Department Medical Supplies - FY 22-23	252.49
Inv 1293779 Total		252.49
Inv 1293882		
Line Item Date	Line Item Description	
02/14/2023	Fire Department Medical Supplies - FY 22-23	137.02
Inv 1293882 Total		137.02
316126 Total:		389.51
LIFE822 - Life-Assist In	c. Total:	
LILLESTR - Lillian, Est 316127 03/	rada 15/2023	
Inv 02092023		
Line Item Date 02/22/2023	Line Item Description Special Meeting Supplies Reimbursement	70.81
Inv 02092023 Total		70.81

LILLESTR - Lillian, Estrada Total:	70.81
CRLQ - Luquin, Carlos	
316128 03/15/2023 Inv 129043	
Line Item Date Line Item Description	
02/23/2023 Refundable deposit from WMB reservation on 2/02/2023	561.00
Inv 129043 Total	561.00
316128 Total:	561.00
CRLQ - Luquin, Carlos Total:	561.00
MCM2352 - McMaster Carr Supply Co	
316129 03/15/2023 Inv 85543101	
Line Item DateLine Item Description09/28/2023Strainer filter purchased to replace damaged filter	38.47
Inv 85543101 Total	38.47
Inv 91949509	
Line Item DateLine Item Description01/31/2023Chemical resistant tubing purchased to replace worn out chlorine	78.23
Inv 91949509 Total	78.23
Inv 92991926	
Line Item DateLine Item Description02/21/2023Tubing and filling to maintain chlorine injection system @ Sewer	281.72
Inv 92991926 Total	281.72
	398.42
316129 Total:	370.42
MCM2352 - McMaster Carr Supply Co Total:	398.42
GGTLMY - Molloy, Gregory Tyler 316130 03/15/2023	
Inv 1312023	
Line Item DateLine Item Description02/17/2023Housing Rehabilitation Assessment	65,025.00
Inv 1312023 Total	65,025.00
316130 Total:	65,025.00

GGTLMY - Molloy, Gr	regory Tyler Total:	65,025.00
MOR2900 - Morrow &		
316131 03 Inv P-1-20535	/15/2023	
Line Item Date 01/25/2023	Line Item Description Emergency Plumbing Repair-Library Mens Restroom	222.50
Inv P-1-20535 Tota	ıl	222.50
Inv P-9-19512		
Line Item Date	Line Item Description	
09/19/2022	Emergency Plumbing Repair Orange Grove Womens Restroom Fauc	1,028.57
Inv P-9-19512 Tota	al de la constante de la const	1,028.57
316131 Total:		1,251.07
MOR2900 - Morrow &	Holman Plumbing Inc Total:	1,251.07
MVCH3011 - MV Chen 316132 03	ng & Associates Inc. //15/2023	
Inv 02/28/2023		
Line Item Date 03/02/2023	Line Item Description Temporary Staffing Serivces - Senior Accountant (D)	5,831.25
Inv 02/28/2023 A T	fotal	5,831.25
Inv 02/28/2023	В	
Line Item Date 03/02/2023	Line Item Description Temporary Staffing Serivces - Consultant (M) February 2023	5,520.00
Inv 02/28/2023 B 7	Total	5,520.00
Inv 02/28/2023	C	
Line Item Date 03/02/2023	Line Item Description Temporary Staffing Serivces - Consultant (K) February 2023	9,483.75
Inv 02/28/2023 C T	Fotal	9,483.75
Inv 02/28/2023	D	
Line Item Date 03/02/2023	Line Item Description Temporary Staffing Serivces - Finance Director - February 2023	19,281.25
Inv 02/28/2023 D 7	Fotal	19,281.25

MVCH3011 - MV Chen	g & Associates Inc. Total:	40,116.25
NTFL1021 - NetFile, Inc 316133 03/	c. /15/2023	
Inv 8518		
Line Item Date 02/10/2023	Line Item Description Annual Sub Chrgs for Agency Srvcs (Campaign) 2/13/23 - 2/13/24	1,700.00
Inv 8518 Total		1,700.00
316133 Total:		1,700.00
NTFL1021 - NetFile, Ind	c. Total:	1,700.00
OREI6711 - O' Reilly A		
316134 03/ Inv 3213-29047	/15/2023 3	
Line Item Date 10/06/2022	Line Item Description Sewer Div. Auto Supplies	436.02
Inv 3213-290473 To	otal	436.02
Inv 3213-29047	5	
Line Item Date 10/06/2022	Line Item Description Credit Memo	-172.54
Inv 3213-290475 To	otal	-172.54
316134 Total:		263.48
OREI6711 - O' Reilly A	utomotive Inc. Total:	263.48
OLNP8010 - Outlook No 316135 03/ Inv 71386	ewspapers Group /15/2023	
Line Item Date	Line Item Description	
02/21/2023	Advertisement - Public Notice 260 St. Albans Ave.	588.00
Inv 71386 Total		588.00
Inv 71387		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - Tenant Protections CC	648.00
Inv 71387 Total		648.00
Inv 71461		

Line Item Date Line Item Description

02/21/2023	Advertisement - Public Notice Inclusionary Housing Ordinance	516.00
Inv 71461 Total		516.00
Inv 71466		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 7 Patios CC	804.00
Inv 71466 Total		804.00
Inv 71467		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1502 Bank St. DRB	648.00
Inv 71467 Total		648.00
Inv 71468		
Line Item Date	Line Item Description	
02/21/2023	Advertisement - Public Notice 1230 Kolle St. DRB	576.00
Inv 71468 Total		576.00
Inv 71469		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1213 Fair Oaks Ave DRB	576.00
Inv 71469 Total		576.00
Inv 71470		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 804 Milan Ave. DRB	624.00
Inv 71470 Total		624.00
Inv 71471		
Line Item Date	Line Item Description	
02/21/2023	Advertisement - Public Notice - 5049 Collis Ave. DRB	564.00
Inv 71471 Total		564.00
Inv 71584		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 725 Fair Oaks Ave.	600.00
Inv 71584 Total		600.00
Inv 71645		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1030 Brent CHC	444.00
Inv 71645 Total		444.00
mv / 10 4 5 10tai		

Inv 71646		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - Moffat St. Ext. CC	744.00
Inv 71646 Total		744.00
Inv 71647		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 807 Bank St. CHC	540.00
Inv 71647 Total		540.00
Inv 71747		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - ADU Ord. SPMCC Chapter 36	528.00
Inv 71747 Total		528.00
Inv 71750		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 710 Fair Oaks DRB	576.00
Inv 71750 Total		576.00
5 1005		
Inv 71885 Line Item Date	Line Item Description	
02/21/2023	Advertisement - Public Notice - Inclusionary Housing Ordinance	528.00
Inv 71885 Total		528.00
Inv 71886		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1020 Milan Ave. CHC	624.00
Inv 71886 Total		624.00
Inv 71887		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 11534 Ramona Ave. CHC	600.00
Inv 71887 Total		600.00
Inv 71888		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1ZC Amendments for ADUs	600.00
Inv 71888 Total		600.00
Inv 71992		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 822 Orange Grove Place DRB	588.00

Inv 71992 Total		588.00
Inv 72050		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - ZCA Inclusionary Housing	612.00
Inv 72050 Total		612.00
Inv 72051		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1030 Brent CC	732.00
Inv 72051 Total		732.00
Inv 72181		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice Moffatt Street Extension	1,044.00
Inv 72181 Total		1,044.00
Inv 72183		
Line Item Date 02/21/2023	Line Item Description Advertisement- Public Notice - ROW Signage	504.00
Inv 72183 Total		504.00
Inv 72185		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - Ord. New Division 36.375	852.00
Inv 72185 Total		852.00
Inv 72270		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - Urgency Ord 2353	888.00
Inv 72270 Total		888.00
Inv 72271		
Line Item Date	Line Item Description	
02/21/2023	Advertisement - Public Notice - Ord. 36.375	852.00
Inv 72271 Total		852.00
Inv 72480 Line Item Date	Line Item Description	
02/21/2023	Advertisement - Public Notice - 1016 Orange Grove. Ave.	564.00
Inv 72480 Total		564.00

Inv 72481		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 807 Bank St.	528.00
Inv 72481 Total		528.00
Inv 72726		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1020 Milan Ave.	636.00
Inv 72726 Total		636.00
Inv 72727		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice 807 Bank St.	528.00
Inv 72727 Total		528.00
Inv 72728		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 2002 Oak Street	624.00
Inv 72728 Total		624.00
Inv 72729		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - ADU Design Standards	576.00
Inv 72729 Total		576.00
Inv 72871		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 07/02/2021	3,720.00
Inv 72871 Total		3,720.00
Inv 73235		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 1659 Via Del Rey	432.00
Inv 73235 Total		432.00
Inv 73236		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - ZCA 09/01/2021.	1,224.00
Inv 73236 Total		1,224.00
Inv 73622		
Line Item Date 02/21/2023	Line Item Description Advertisement - Public Notice - 20 column-inch display	250.00

Inv 73622 Total		250.00
Inv 73739		
	Line Item Description Advertisement - Public Notice - 294 St. Albans CHC	636.00
Inv 73739 Total		636.00
Inv 73740		
Line Item Date	Line Item Description	(2) (2)
02/21/2023 Inv 73740 Total	Advertisement - Public Notice - 741 Garfield CHC	636.00 636.00
		050.00
Inv 73741 Line Item Date	Line Item Description	
	Advertisement - Public Notice - 1502 Indiana Ave.	720.00
Inv 73741 Total		720.00
Inv 73974		
	<u>Line Item Description</u> Advertisement - Public Notice - 1123 Donaldo Court	804.00
Inv 73974 Total		804.00
Inv 73975		
	<u>Line Item Description</u> Advertisement - Public Notice - ADU Standards - Historic Propert	576.00
Inv 73975 Total		576.00
316135 Total:		29,854.00
OLNP8010 - Outlook New	spapers Group Total:	29,854.00
PAKH5011 - Parkhouse Ti 316136 03/15 Inv 4010187344		
Line Item Date	Line Item Description Fire - Flat tire repair and servicing for Dept Vehicle	282.51
Inv 4010187344 Total		282.51
316136 Total:		282.51
PAKH5011 - Parkhouse Ti	re, Inc. Total:	282.51

PSLSV802 - Pasadena 316137 0.	Live Scan Service 3/15/2023	
Inv 1150	5/15/2023	
Line Item Date	Line Item Description	200.00
01/31/2023	Pre-employement Live Scan Services	200.00
Inv 1150 Total		200.00
316137 Total:		200.00
PSLSV802 - Pasadena	Live Scan Service Total:	200.00
PAY7788 - Payke Gym		
316138 0. Inv 9458	3/15/2023	
Line Item Date	Line Item Description	
02/24/2023	Contract Class Instructor -Payke Gymnastics - Tiny Stars	148.00
Inv 9458 Total		148.00
Inv 9459		
Line Item Date	Line Item Description	
02/24/2023	Contract Class Instructor -Payke Gymnastics - New Stars	148.00
Inv 9459 Total		148.00
Inv 9460		
Line Item Date 02/24/2023	Line Item Description Contract Class Instructor -Payke Gymnastics - Shining Stars	148.00
	Contract Class Instructor -1 ayke Gymnastics - Similing Stars	
Inv 9460 Total		148.00
316138 Total:		444.00
PAY7788 - Payke Gym	nastics Total:	444.00
PDI417 - Plumbers De		
316139 0	3/15/2023	
Inv PD-52837		
Line Item Date 01/25/2023	Line Item Description Sewer Div. Maintenance video van & products	8,215.35
Inv PD-52837 Tot	al	8,215.35
Inv PD-52946		
Line Item Date 02/07/2023	Line Item Description Sewer Maintenance Equipment, Materials, Products	5,464.16
		5,464.16
Inv PD-52946 Tot	ai	5,404.10
AP-Check Detail (3/7/2	023 - 6:19 PM)	Page 34

Inv PD-53002		
Line Item Date 02/16/2023	Line Item Description Sewer Maintenance Equipment, Materials, Products	772.95
		772.95
Inv PD-53002 Total		112.93
316139 Total:		14,452.46
PDI417 - Plumbers Dep	ot Inc. Total:	14,452.46
POS5265 - Post Alarm S		
0 03/ Inv 1559011	/15/2023	
Line Item Date	Line Item Description	
02/16/2023	Post Alarm Services for War Memorial Building	54.33
02/16/2023	Post Alarm Services for Orange Grove Recreation Center	54.33
Inv 1559011 Total		108.66
0 Total:		108.66
POS5265 - Post Alarm S	systems Total:	108.66
PSOMAS - PSOMAS		
316140 03/ Inv 193261	/15/2023	
	Line Item Description	
Line Item Date 02/23/2023	Assistance with General Plan & Downtown Specific Update	973.50
Inv 193261 Total		973.50
316140 Total:		973.50
PSOMAS - PSOMAS To	otal:	973.50
MCPSTI - Pusateri, Mic		
0 03/ Inv 9408	(15/2023	
Line Item Date	Line Item Description	
02/27/2023	Contract Class Instructor- Pickleball - Tuesday	608.40
Inv 9408 Total		608.40
Inv 9419		
Line Item Date	Line Item Description	
02/27/2023	Contract Class Instructor- Pickleball - Saturday	393.25

	393.25
	1,001.65
ele Total:	1,001.65
Line Item Description Equipment Maintenance Street Roadway Machinery	4,891.98
otal	4,891.98
9	
Line Item Description	5 201 04
	5,301.04
otal	5,301.04
	10,193.02
ny Total:	10,193.02
3/2023	
Line Item Description Metro 30 Day Senior Bus Pass subsidy payment January 2023	200.00
	200.00
	200.00
P Service Center Total:	200.00
5/2025	
Line Item Description 1507 Garfield Project Expediting	330.00
	330.00
Line Item Description	
	Equipment Maintenance Street Roadway Machinery stal Sum Street Roadway Machinery Annual Maintenance for Street Roadway Machinery stal Ny Total: P Service Center Street P Service Center Street Roadway Street Roadway payment January 2023 P Service Center Total: Inst. Inc. Street Street Roadway Street Roadway Payment January 2023 Inte Item Description Isor Garfield Project Expediting

	netk Date	Amount
04/11/2022	133 Peterson Expedited Contract Planning Services	863.75
Inv 38357 Total		863.75
Inv 39052		
Line Item Date 05/09/2022	Line Item Description 133 Peterson Expedited Contract Planning Services	488.75
Inv 39052 Total		488.75
Inv 42835		
Line Item Date 10/11/2022	Line Item Description 1507 Garfield Project Expediting	428.75
Inv 42835 Total	1507 Garrield Project Expediting	428.75
IIIV 42855 Total		120.15
0 Total:		2,111.25
RIN7777 - Rincon Con	sultants, Inc. Total:	2,111.25
RIPU8540 - Roadline P 316143 03 Inv 18306	Products Inc. USA 3/15/2023	
Line Item Date 01/25/2023	Line Item Description Street Maintenance Equipment, Materials, Products	861.88
Inv 18306 Total		861.88
Inv 18353		
Line Item Date 02/06/2023	Line Item Description Street Maintenance Equipment-Traffic Vest	523.36
Inv 18353 Total		523.36
316143 Total:		1,385.24
RIPU8540 - Roadline P	roducts Inc. USA Total:	1,385.24
	nderson, Malody & Scott LLP 3/15/2023	
Inv 72116		
Line Item Date 01/31/2023	Line Item Description City Audit Services FY2021-22	3,900.00
01/31/2023	City Audit Services FY2021-22	11,700.00
Inv 72116 Total		15,600.00
0 Total:		15,600.00

RAMS3041 - Rogers Anderson, Malody & Scott LLP Total:	15,600.00
SAN8569 - Sandler Brothers 316144 03/15/2023	
Inv 0240965-IN	
Line Item DateLine Item Description02/22/2023Emergency supplies - Sandbag bales	325.24
Inv 0240965-IN Total	325.24
316144 Total:	325.24
SAN8569 - Sandler Brothers Total:	325.24
SCF1400 - SC Fuels	
316145 03/15/2023 Inv 2316946-IN	
Line Item DateLine Item Description01/31/2023Fuel for Service Yard-Unleaded Gas Feb 2023	4,877.49
Inv 2316946-IN Total	4,877.49
Inv 2317704-IN	
Line Item DateLine Item Description02/01/2023Fuel for Service Yard-Diesel Feb 2023	2,387.45
Inv 2317704-IN Total	2,387.45
316145 Total:	7,264.94
SCF1400 - SC Fuels Total:	7,264.94
SDS10107 SDS Sequeity Design Systems	
SDSI0107 - SDS Security Design Systems 316146 03/15/2023	
Inv 239498	
Line Item DateLine Item Description12/01/2022PD Security System - January 2023	65.18
Inv 239498 Total	65.18
Inv 239499	
Line Item DateLine Item Description12/01/2022PD Security System - January 2023	217.46
Inv 239499 Total	217.46
12/01/2022 PD Security System - January 2023	

Inv 239500		
Line Item Date 12/01/2022	Line Item Description PD Security System - January 2023	113.00
Inv 239500 Total		113.00
Inv 239501		
Line Item Date 12/01/2022	Line Item Description PD Security System - January 2023	30.00
Inv 239501 Total		30.00
Inv 239859		
Line Item Date 01/01/2023	Line Item Description Monthly SDS Securiy-Council Chambers NM 583 - February 2023.	335.60
Inv 239859 Total		335.60
Inv 239860		
Line Item Date 01/01/2023	Line Item Description Monthly SDS Securiy-Yard Cameras NM 618 - February 2023.	145.75
Inv 239860 Total		145.75
Inv 239861		
Line Item Date 01/01/2023	Line Item Description Monthly SDS Securiy-CH 1st floor NM 582 - February 2022	406.84
Inv 239861 Total		406.84
Inv 239862		
Line Item Date 01/01/2023	Line Item Description Monthly SDS Securiy-City Hall Rear Gate NM 586 - February 2023	228.30
Inv 239862 Total		228.30
Inv 239863		
Line Item Date 01/01/2023	Line Item Description Monthly SDS Securiy- Fire Dep. Gate NM 585 Sep22-Feb23	183.30
Inv 239863 Total		183.30
Inv 239864		
Line Item Date 01/01/2023	Line Item Description Monthly SDS Securiy-Fire Dep. EOC NM 584 Feb 2023	37.20
Inv 239864 Total		37.20
Inv 239865		
Line Item Date 01/01/2023	Line Item Description PD Security System - February 2023	65.18

Check Number	Check Date
--------------	------------

Inv 239865 Total		65.18
Inv 239866		
Line Item Date 01/01/2023	Line Item Description PD Security System - February 2023	217.46
Inv 239866 Total		217.46
Inv 239867		
Line Item Date 01/01/2023	Line Item Description PD Security System - February 2023	113.00
Inv 239867 Total		113.00
Inv 239868		
Line Item Date 01/01/2023	Line Item Description PD Security System - February 2023	30.00
Inv 239868 Total		30.00
Inv 240213		
Line Item Date 02/01/2023	Line Item Description SDS Security Design Systems - March 2023	65.18
Inv 240213 Total		65.18
Inv 240214		
Line Item Date 02/01/2023	Line Item Description PD Security System - March 2023	217.46
Inv 240214 Total		217.46
Inv 240215		
Line Item Date	Line Item Description	
02/01/2023	PD Security System - March 2023	113.00
Inv 240215 Total		113.00
Inv 240216		
Line Item Date 02/01/2023	Line Item Description PD Security System - March 2023	30.00
Inv 240216 Total		30.00
Inv 240291		
Line Item Date	Line Item Description	774 70
02/16/2023	PD Security System Annual Control Fee	764.78
Inv 240291 Total		764.78

SDSI0107 - SDS Securi	ty Design Systems Total:	3,378.69
SEITECIN - SEITec, In 316147 03	nc. 3/15/2023	
Inv 1027-001-2		
Line Item Date	Line Item Description	
01/30/2023	Divelop, design and prepare drawings for pocket parks.	2,229.50
Less 1027 001 2 Tes	4-1	2,229.50
Inv 1027-001-2 Tot		2,229.30
316147 Total:		2,229.50
SEITECIN - SEITec, In	nc. Total:	2,229.50
	Villiam 101-8030-8021-8267-000 3/15/2023	
Inv 9783		
Line Item Date	Line Item Description	
02/27/2023	Contract Class Instructor- Senior Functional Class Febuary	112.00
Inv 9783 Total		112.00
Inv 9786		
Line Item Date	Line Item Description	
02/27/2023	Contract Class Instructor- Senior Functional Class Feb Walk-In	328.00
Inv 9786 Total		328.00
0 Total:		440.00
0 Iotai:		440.00
WLST8267 - Shuttic, W	Villiam Total:	440.00
THES8267 - Siegel, The	eodore	
	3/15/2023	
Inv 2/10/2023		
Line Item Date 02/10/2023	Line Item Description Senior Center Film and presentation -THE QUIET MAN - 02/13/23	150.00
02/10/2023	Senior Center Finn and presentation - THE QUIET MAIN - 02/15/25	150.00
Inv 2/10/2023 Tota	1	150.00
316148 Total:		150.00
THESE 267 Stagel The	andara Tatali	150.00
THES8267 - Siegel, The	couore rotar;	150.00

5 - 59

316146 Total:

3,378.69

Page 41

SCOT8300 - So Cal Offi 316149 03/	ce Technologies 15/2023	
Inv IN3184456	19/2023	
Line Item Date	Line Item Description	2 720 24
01/05/2023	AN CO72:21L124-002-S	2,729.34
Inv IN3184456 Tota	1	2,729.34
316149 Total:		2,729.34
SCOT8300 - So Cal Offi	as Tashualaging Tatala	2,729.34
		2,127.34
SPBK - Springbrook Ho 0 03/	lding Company, LLC 15/2023	
Inv INV-011700		
Line Item Date 02/08/2023	Line Item Description CivicPay Pad Transaction Fees (Jan 2023)	144.00
Inv INV-011700 To	al	144.00
0 Total:		144.00
SPBK - Springbrook Ho	lding Company, LLC Total:	144.00
SGMC2013 - St. George	's Medical Clinic	
0 03/ Inv 140421	15/2023	
Line Item Date	Line Item Description	
02/01/2023	Pre-employment Medical Screening	175.00
Inv 140421 Total		175.00
Inv 140513		
Line Item Date 02/01/2023	Line Item Description Pre-employment Medical Screening	175.00
Inv 140513 Total		175.00
0 Total:		350.00
0 10141.		550.00
SGMC2013 - St. George	's Medical Clinic Total:	350.00
STA5219 - Staples Busin 0 03/	ess Advantage 15/2023	
Inv 3522462900		
Line Item Date 02/22/2023	Line Item Description Dial-a-Ride Supplies	80.74

neck Number	Check Date	Amount
Inv 35224629	000 Total	80.74
Inv 35227	91190	
Line Item Dat 11/09/2023	te <u>Line Item Description</u> PD Office Supplies	262.37
Inv 35227911	90 Total	262.37
Inv 35259	49468	
Line Item Date 01/02/2023	te <u>Line Item Description</u> PD Office Supplies	375.94
Inv 35259494	468 Total	375.94
Inv 35270	185220	
Line Item Dat 01/02/2023	te <u>Line Item Description</u> PD Office Supplies	109.28
Inv 35270852	220 Total	109.28
Inv 35270	85221	
Line Item Date 01/02/2023	te Line Item Description PD Office Supplies	440.56
Inv 35270852	221 Total	440.56
Inv 35270	085222	
Line Item Dat 01/03/2023	te <u>Line Item Description</u> PD Office Supplies	48.30
Inv 35270852	222 Total	48.30
Inv 35287	/01397	
Line Item Dat 01/25/2023	te <u>Line Item Description</u> Office Supplies for Department	629.51
Inv 35287013	397 Total	629.51
Inv 35287	78977	
Line Item Date 01/24/2023	te <u>Line Item Description</u> pencil holder, paper, tape, binder clips, rubber bands, pens	136.07
Inv 35287789	077 Total	136.07
Inv 35287	78978	
Line Item Dat 01/26/2023	te <u>Line Item Description</u> Office Supplies for Department	641.08
Inv 35287789		641.08

Inv 3528855564		
Line Item Date 01/24/2023	Line Item Description Accessory tray for Library.	42.96
Inv 3528855564 Tot	al	42.96
Inv 3529555773		
Line Item Date 01/24/2023	Line Item Description Library supplies: 4PK Hotpress WC Paper Black	36.92
Inv 3529555773 Tot	al	36.92
Inv 3529555774		
Line Item Date 01/24/2023	Line Item Description Library supplies: watercolor paints and brush.	25.90
Inv 3529555774 Tot	al	25.90
Inv 3529555775		
Line Item Date 01/24/2023	Line Item Description Library supplies: watercolor paper block	21.49
Inv 3529555775 Tot	al	21.49
Inv 3529766683		
Line Item Date 02/01/2023	Line Item Description Lubrary supplies: coffee, paper, batteries, dusters	78.17
Inv 3529766683 Tot	al	78.17
Inv 3530119302		
Line Item Date 02/01/2023	Line Item Description Library supplies: bulletin board	107.92
Inv 3530119302 Tot	al	107.92
Inv 3530119303		
Line Item Date 02/01/2023	Line Item Description Library supplies: foam tape	51.80
Inv 3530119303 Tot	al	51.80
Inv 3530325775		
Line Item Date 02/09/2023	<u>Line Item Description</u> Duster refills, febreeze, glue sticks, glue, flash drives	200.16
Inv 3530325775 Tot	al	200.16
Inv 3530515354		
Line Item Date 02/11/2023	Line Item Description PD Office Supplies	169.87

Inv 3530515354 Total		169.8
Inv 3530844124		
Line Item DateLine Item Description02/09/2023Library supplies: foam tape		33.0
Inv 3530844124 Total		33.0
Inv 3531010716		
Line Item DateLine Item Description02/16/2023Library supplies: 12 pack of Lys	l for Children's Department	79.3
Inv 3531010716 Total		79.3
Inv 3531010717		
Line Item DateLine Item Description02/22/2023Senior Center office supplies		81.2
Inv 3531010717 Total		81.2
Inv 3531010718		
Line Item DateLine Item Description02/22/2023Senior Center office supplies		312.2
Inv 3531010718 Total		312.2
Inv 3531103014		
Line Item DateLine Item Description02/13/2023Library supplies: glue gun		82.6
Inv 3531103014 Total		82.0
Inv 3531103015		
Line Item DateLine Item Description02/13/2023Library supplies: glue sticks Qty	¥ 100	54.2
Inv 3531103015 Total		54.2
Inv 3531162750		
Line Item DateLine Item Description02/22/2023PD Office Supplies		372.4
Inv 3531162750 Total		372.4
tal:		4,474.9
5219 - Staples Business Advantage Total:		4,474.9

BNYM6712 - The Bank of New York Mellon Trust Company, N.A.

Check Number Che	eck Date	Amount
	5/2023	
Inv SOPASAWT	R16	
Line Item Date	Line Item Description	
02/07/2023 02/07/2023	South Pasadena Water Revenue Bonds 2016 South Pasadena Water Revenue Bonds 2016	-361.41 731,918.75
02/07/2023	Souri Lasadena water Revenue Bonus 2010	/51,910.75
Inv SOPASAWTR16	Total	731,557.34
Total:		731,557.34
Total:		
NYM6712 - The Bank o	of New York Mellon Trust Company, N.A. Total:	731,557.34
AFR7000 - The Hartfor 16150 03/1		
Inv 08503881302	5/2023 12	
Line Item Date 02/28/2023	<u>Line Item Description</u> Life Insurance Benefit: February 2022.	938.25
Inv 085038813022 T	otal	938.25
16150 Total:		938.25
AFR7000 - The Hartfor	rd Total:	938.25
ODE8011 - The Home I	Depot Pro (Formerly Supply Works)	
	5/2023	
Inv 732541545		
Line Item Date 02/22/2023	Line Item Description Library supplies: Foam hand sanitizer	275.63
Inv 732541545 Total		275.63
16151 Total:		275.63
ODE8011 - The Home I	Depot Pro (Formerly Supply Works) Total:	275.63
RBP8035 - The Urban l		
	5/2023	
	8	
Line Item Date 02/22/2023	Line Item Description Dog food for K9 Zaggy	67.99
Inv 220000957848 T	otal	67.99
Inv 22000097877	4	
Line Item Date 02/22/2023	Line Item Description Dog food for K9 Zaggy	135.98
P. Check Detail (3/7/202		Page 16

Check Number Che	eck Date	Amount
Inv 220000978774 Total		135.98
Inv 22000100336	0	
Line Item Date 02/22/2023	Line Item Description Dog food for K9 Zaggy	135.98
Inv 220001003360 T		135.98
		15570
Inv 22000103141		
Line Item Date 02/22/2023	Line Item Description Dog food for K9 Zaggy	135.98
Inv 220001031414 T	otal	135.98
16152 Total:		475.93
RBP8035 - The Urban 1	Pet Total:	475.93
	Wear & Uniform's, Inc. 5/2023	
Inv 22729		
Line Item Date 02/09/2023	Line Item Description Clipboard for PCO Valdiviez	46.31
Inv 22729 Total		46.31
16153 Total:		46.31
OM4455 - Tom's Men's	Wear & Uniform's, Inc. Total:	46.31
ISTRNH - Tran, Hsiulee		
16154 03/1 Inv 1000305649	5/2023	
Line Item Date	Line Item Description	
03/07/2023	CSMFO Conference Reimbursement	486.14
Inv 1000305649 Tota	d	486.14
Inv HT 02-03-23		
Line Item Date 03/07/2023	Line Item Description Conference Mileage Reimb. 01/31/2023-02/03/2023	35.63
Inv HT 02-03-23 Total		35.63
Inv UBER - 1		
Line Item Date 03/07/2023	Line Item Description CSMFO Conference Reimbursement	21.95
Inv UBER - 1 Total		21.95
P-Check Detail (3/7/202)		Page 47

Inv UBER - 2		
Line Item Date 03/07/2023	Line Item Description CSMFO Conference Reimbursement	22.99
Inv UBER - 2 Total		22.99
316154 Total:		566.71
HSTRNH - Tran, Hsiuld	ee Total:	566.71
ADTR5011 - Tregenza , 316155 03.	Adam /15/2023	
Inv 02/22/2023	13/2023	
Line Item Date 02/22/2023	Line Item Description Fire - Company Officer 2B training	300.00
Inv 02/22/2023 Tota	al	300.00
316155 Total:		300.00
ADTR5011 - Tregenza,	Adam Total:	300.00
UND6710 - Undergroum 316156 03 <i>,</i>	hd Service Alert/SC /15/2023	
Inv 1220220698		
Line Item Date 01/01/2023	Line Item Description Utility Underground Service Alert for Water Divison	125.50
Inv 1220220698 To	tal	125.50
Inv 22-2302400		
Line Item Date 02/21/2023	Line Item Description Utility Underground Service Alert for Water Divison	54.29
Inv 22-2302400 Tot	tal	54.29
316156 Total:		179.79
	nd Service Alert/SC Total:	179.79
UND6710 - Undergroun POR4707 - United Site S	Services, Inc.	
UND6710 - Undergroun POR4707 - United Site S	Services, Inc. /15/2023	

Inv INV-01374818 Total		368.34
316157 Total:		368.34
POR4707 - United Site Services, Inc. Total:		368.34
UPP7789 - Upper San Gabriel Valley MWD 316158 03/15/2023 Inv 2/01-23		
Line Item Date Line Item Description 02/16/2023 MWD Water Purchas		88.33
Inv 2/01-23 Total		88.33
316158 Total:		88.33
UPP7789 - Upper San Gabriel Valley MWD To	tal:	88.33
MZVZT - Van Zandt, Maizon 316159 03/15/2023 Inv 1/10/2023		
Line Item DateLine Item Description02/16/2023Mileage Reimbursem		4.32
Inv 1/10/2023 Total		4.32
Inv 1/10/23 <u>Line Item Date</u> 02/16/2023 <u>Line Item Description</u> Mileage Reimbursem		4.32
Inv 1/10/23 Total		4.32
Inv 1/14/23 <u>Line Item Date</u> <u>Line Item Description</u>	<u>1</u>	
02/16/2023 Mileage Reimbursen Inv 1/14/23 Total		4.32 4.32
Inv 1/18/23		
Line Item DateLine Item Description02/16/2023Mileage Reimbursem		4.32
Inv 1/18/23 Total		4.32
316159 Total:		17.28
MZVZT - Van Zandt, Maizon Total:		17.28

Check Number

Check Date

Amount

VERW6711 - Verizon W	/implace	
316160 03/	/15/2023	
Inv 9927961345		
Line Item Date 02/17/2023	Line Item Description AN 842311063-00002 1/18/23-2/17/23 Fire Ipads	765.65
Inv 9927961345 To	tal	765.65
316160 Total:		765.65
VERW6711 - Verizon W	/ireless Total:	765.65
VUL6601 - Vulcan Mate 0 03/	erials Company /15/2023	
Inv 73550522		
Line Item Date 02/08/2023	Line Item Description PW Street Division: Asphalt cold mix for roadway repairs.	2,919.84
Inv 73550522 Total		2,919.84
Inv 73550523		
Line Item Date 02/08/2023	Line Item Description PW Street Division: Tack/Emulsion for roadway repairs	1,080.45
Inv 73550523 Total		1,080.45
0 Total:		4,000.29
		4 000 20
VUL6601 - Vulcan Mate	rials Company Total:	4,000.29
WES4152 - West Coast 2 0 03/	Arborists, Inc. /15/2023	
Inv 195782		
Line Item Date 02/16/2023	Line Item Description 1/16/23-1/31/23 Street Maintenance Contract Services	680.00
	1/10/25-1/51/25 Succi Maintenance Contract Scivices	
Inv 195782 Total		680.00
Inv 195783		
Line Item Date 02/21/2023	Line Item Description 1/16/23-1/31/23 Street Maintenance Contract Services	26,685.00
02/21/2023	1/16/23-1/31/23 Park Maintenance Contract Services	4,020.00
Inv 195783 Total		30,705.00
0 Total:		31,385.00

WES4152 - West Coast A	rborists, Inc. Total:	31,385.00
WLHD8020 - Westlake H		
0 03/1 Inv 14303127	5/2023	
Line Item Date 11/21/2022	Line Item Description Fire - Kitchen supplies	69.28
Inv 14303127 Total		69.28
Inv 14303171		
Line Item Date 12/03/2022	Line Item Description Fire - Building cleaning	8.81
Inv 14303171 Total		8.81
Inv 14303194		
Line Item Date 12/09/2022	Line Item Description Fire - Kitchen supplies	155.28
Inv 14303194 Total		155.28
Inv 14303220		
Line Item Date 02/24/2023	Line Item Description Lock for Police Department armory	28.65
Inv 14303220 Total		28.65
Inv 14303226		
Line Item Date 02/24/2023	Line Item Description PD copy of key for crime prevention storage	3.30
Inv 14303226 Total		3.30
Inv 14303272		
Line Item Date 01/06/2023	Line Item Description Fire - Building cleaning	53.63
Inv 14303272 Total		53.63
0 Total:		318.95
WLHD8020 - Westlake H	ardware Total:	318.95
WIT6353 - Wittman Ente 316161 03/1	5/2023	
Inv 2301059		
Line Item Date 02/22/2023	Line Item Description FY 2022-23 Paramedic Billing Services Outstanding Balance	16,947.80

Inv 2301059 Total	I	16,947.80
316161 Total:		16,947.80
WIT6353 - Wittman E	Enterprises LLC Total:	16,947.80
PUFG8267 - Wong, Pa		
0 0 Inv 9188	3/15/2023	
Line Item Date 02/23/2023	Line Item Description Contract Class Instructor- Senior Line Dance February Walk-In	204.00
Inv 9188 Total		204.00
Inv 9362		
Line Item Date 02/23/2023	Line Item Description Contract Class Instructor- Adult Line Dance February Interm.	26.00
	Contract Class Instructor- Adult Ene Dance reordary Inclini.	
Inv 9362 Total		26.00
Inv 9461		
Line Item Date 02/23/2023	Line Item Description Contract Class Instructor- Senior Line Dance February	32.00
Inv 9461 Total		32.00
Inv 9727		
Inv 9727 Line Item Date	Line Item Description	
02/23/2023	Contract Class Instructor- Adult Line Dance February Walk-In	117.00
Inv 9727 Total		117.00
Inv 9728		
Line Item Date	Line Item Description	
02/23/2023	Contract Class Instructor- Adult Line Dance February Beginner	26.00
Inv 9728 Total		26.00
0 Total:		405.00
PUFG8267 - Wong, Pa	nuline Sam Total:	405.00
	intenance Services, Inc. 3/15/2023	
Inv SPAS0123		
Line Item Date 02/01/2023	Line Item Description Graffiti Removal Services FY2022-23-January 2023	969.00

Inv SPAS0123 Total	969.00
316162 Total:	969.00
GRA1244 - Woods Maintenance Services, Inc. Total:	969.00
MZLN8267 - Zeledon, Maria 0 03/15/2023 Inv 9273	
Line Item DateLine Item Description02/22/2023Contract Class Instructor- Spanish 3PM	682.50
Inv 9273 Total	682.50
Inv 9274	
Line Item DateLine Item Description02/22/2023Contract Class Instructor- Spanish 4PM	1,527.50
Inv 9274 Total	1,527.50
0 Total:	2,210.00
MZLN8267 - Zeledon, Maria Total:	2,210.00
ZOLL8021 - Zoll Medical Corporation 0 03/15/2023 Inv 3623686	
Line Item DateLine Item Description02/23/2023Fire - Medical Supplies	1,215.51
Inv 3623686 Total	1,215.51
0 Total:	1,215.51
ZOLL8021 - Zoll Medical Corporation Total:	1,215.51
Total:	1,169,409.96

ATTACHMENT 4 Online Payments

City of SOUTH PASADENA

	Online	Payment Log	
Date	Vendor	Amount	Description
2/23/2023	UMPQUA Bank	\$8,158.93	Online Payment for January 2023 Credit Card Transactions.
3/1/2023	Pitney Bowes Reserve Account	\$2,000.00	Re-load of Pitney Bowes Pre- Paid Postage Machine Funds.
3/6/2023	So Cal Edison	\$64,189.93	Online Payment for City's So Cal Edison Master Account #511581.

Total:

\$74,348.86

City of SOUTH PASADENA

	January 2023 Credit Card Expense Summary	
Date	Description	Amount
01.01.2023	CAPIO - Webinar Registration M. Jerejian	\$30.00
01.01.2023	Pavilions - Community Services Supplies	\$87.92
01.01-01.30.2023	Gasoline and Tesla Vehicle Charging for Motor Officers	\$656.50
01.02.2023	Target - 2nd Floor Kitchen Supplies	\$21.90
01.03.2023	Ring Protect Plus - Security for PW Yard Gate	\$100.00
01.03.2023	Netflix - Community Services	\$15.49
01.04.2023	CACEO - Membership for Chris Mandala	\$100.00
01.04.2023	Southwest Airlines - PARMA Flight Expense for B. Varela	\$303.96
01.04.2023	Southwest Airlines - PARMA Flight Expense for A. Avena	\$302.96
01.04.2023	Smart & Final - Community Services Supplies	\$39.94
01.04.2023	Smart & Final - Community Services Supplies	\$77.36
01.05.2023	Constant Contact - Annual Communications	\$200.00
01.06.2023	YM Careers - Job Posting on CLA Careers Website	\$119.50
01.06.2023	Costco - Supplies	\$55.10
01.07.2023	World Market - Community Services	\$59.96
01.08.2023	Zoom - Zoom for Community Development	\$16.11
01.08.2023	Target - Community Services	\$41.34
01.09.2023	Terrys Mobile Canvas	\$13.40
01.10.2023	***Apple.com - Fraud Dispute - Transaction Dispute Resolution	(\$449.99)
01.11.2023	K9 Training for Police Department	\$600.00
01.11.2023	Gun Dog Supply for Police Department	\$441.00
01.11.2023	LAEDC - Registration Costs for (DCM, CM, M.A., CD Director and Deputy)	\$375.00
01.11.2023	LAEDC - Registration Costs for (DCM, CM, M.A., CD Director and Deputy)	\$250.00
01.11.2023	Post Event Debrief Meeting	\$49.70
01.12.2023	ESRI - ArcGIS Online License for PW	\$550.00
01.12.2023	Costco - Supplies for Lunar New Year	\$55.10
01.12.2023	Cost Plus Works Market - Supplies for Lunar New Year	\$45.69
01.13.2023	Zoom - Annual Renewal for Police Department	\$161.14
01.13.2023	Costco - Supplies for Lunar New Year	\$204.10
01.15.2023	Mendocino Farms- CMO 3 Month Brain Dump Meeting	\$114.83
01.16.2023	Crowdcast - Virtual Streaming Platform for Library	\$10.00
01.17.2023	Smart & Final - Supplies for Fire	\$43.29
01.17.2023	USPS - Postage Stamps for Library	\$60.00
01.18.2023	Starbucks Store - Fire Department	\$40.00
01.18.2023	Salty Leather Co Gas Spring for Strike Team	\$32.00
01.18.2023	West Coast Trophy - Elected Official Plaque	\$88.20
01.18.2023	City Council Meeting Dinner Expense	\$56.77
01.18.2023	City Council Meeting Dinner Expense	\$66.60
01.18.2023	Refund Southwest Airlines Flight for B. Varela	(\$303.96)
01.18.2023	South Pasadena Grocery - Camp Med Snacks	\$128.86
01.18.2023	Plaquemaker - Bench at Memorial Bench	\$60.87
01.19.2023	SOCAL Newspaper Group for Community Development	\$730.81
01.19.2023	Mamma's Brick Oven Pizza	\$197.86
01.19.2023	SOCAL Newspaper Group Advertisement	\$822.73
01.19.2023	SUSPA, Inc Locker Tag for Fire Strike Team	\$127.34
01.19.2023	Southwest Airlines - Legislative Conference Travel Expense	\$207.98
01.19.2023	Gus's BBQ - CMO and SGVCOG Mtg. 01/17/2023	\$124.26
01.20.2023	INT'L Code Council Inc Membership for Building Safety	\$185.00
01.20.2023	***Transaction Dispute Resolution	(\$449.99)
01.20.2023	***Transaction Dispute Resolution	(\$449.99)
01.20.2023	***Transaction Dispute Resolution	(\$34.91)
01.20.2023	***Transaction Dispute Resolution	\$449.99
01.24.2023	Costco - Community Services	\$264.46
01.24.2023	Target - Community Services	\$264.46
01.25.2023	CSMFO Refund	(\$395.00)
		11
01.25.2023	United - CAPIO Conference Travel Expense	\$417.80
01.25.2023	CAPIO - Registration for M. Jerejian	\$550.00
01.29.2023	Mendocino Farms- Storm Drains Lunch Meeting 01/26/2023	\$79.58
01.31.2023	Smart & Final - Camp Med Snacks	\$88.39
01.31.2023	Smart & Final - Camp Med Snacks	\$271.98

ATTACHMENT 5 Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

 User:
 ealvarez

 Printed:
 02/23/2023 - 3:43PM

 Batch:
 00005.02.2023



Account Number	Amount Invoice No	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: REPNGO Check No: 316017	Repair N Go Inc. Check Date: 02/13/2023 1,800.00 559	01/19/2023	Emergency Service f	or Storage Yard Gate Punch Code				No	0
101-6010-6601-8120-000	1,000100 005	0111712020						110	Ŭ
Check Total:	1,800.00								
Vendor Total:	1,800.00								
Report Total:	1,800.00								

ATTACHMENT 6 Payroll Summary

Payroll

Payroll Summary Report



Payroll Date:	3/3/2023	Regular		
Checks				\$ 74.29
Direct Deposits				\$ 498,442.94
IRS Payments				\$ 112,622.36
EDD - State of CA				\$ 34,346.88
PERS Pension				\$ -
Deferred Comp				\$ 25,918.88
PERS Health				\$ -
			Subtotal:	\$ 671,405.35
			Grand Total:	\$ 671,405.35





SUBJECT:	Approval of a Third Amendment to the Arroyo Seco Racquet Club Lease Agreement with I-Tennis, Inc.
	Sheila Pautsch, Community Services Director
FROM:	Arminé Chaparyan, City Manager
DATE:	March 15, 2023

Recommendation

It is recommended that the City Council approve a third amendment to the Arroyo Seco Racquet Club (Racquet Club) Lease Agreement (Lease Agreement) with I-Tennis, Inc. (I-Tennis) extending the current term through June 30, 2023.

Discussion

On January 1, 2011, the City of South Pasadena (City) entered into a Lease Agreement with I-Tennis, Inc. for the Racquet Club. On May 2, 2012, the City Council approved the First Amendment to the agreement, which allowed for subleasing a portion of the facility to Frotanasce & Associates Sports Medicine Center and Physical Therapy. The agreement was to expire on December 31, 2022. Negotiations were underway for a long-term extension of the terms.

On December 21, 2022, the City Council approved a second amendment to allow further negotiations for a longer term extension of the agreement through April 1, 2023, on a month-to-month basis while negotiations were completed.

Due to continuing negotiations, an additional extension allowing the agreement to continue on a month-to-month basis through June 30, 2023 is necessary. The additional three months will allow for negotiations and contract review with the operator.

Key Performance Indicators and Strategic Plan

This item is in line with the Community Services Departments' Key Performance Indicators, as identified in the Fiscal Year 2022-2023 Budget, and the Adopted 2021-2026 Strategic Plan for the redevelopment of recreational facilities.

Fiscal Impact

There is no fiscal impact associated with this recommendation. The monthly rent of \$8,375.89 will remain the same during this three-month period.

Attachment: Third Amendment to the Arroyo Seco Racquet Club Lease Agreement

ATTACHMENT

Third Amendment to the Arroyo Seco Racquet Club Lease Agreement

AMENDMENT NO. 3 TO THE I-TENNIS AGREEMENT LEASE AGREEMENT

This Third Amendment to the I-Tennis Lease Agreement (hereinafter "Third Amendment") is made as of the <u>15th</u> day of March, 2023 (the "Execution Date") by and between **The City of South Pasadena, California** (hereinafter referred to as "Owner") and **I-Tennis, Inc.** (hereinafter referred to as "Operator") to amend the terms of the Agreement, as amended by the First Amendment (defined below) and to ratify the actions of the Parties in leasing the Facility (as defined below) since January 1, 2011, and the Second Amendment (defined below), and to ratify the actions of the Parties in managing the Facility (as defined below) since December 21, 2022. Owner and Operator are referred to in this Amendment collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, on or about January 1, 2011, Owner and Operator entered into a Lease Agreement Agreement (hereinafter referred to as the "Agreement") for the lease of the Arroyo Seco Racquet Club ("Facility"); and

WHEREAS, on or about May 2, 2012, Owner and Operator entered into Amendment No. 1 to Agreement ("First Amendment"), which approved a sublease of a portion of the Facility to Fortanasce & Associates Sports Medicine Center and Physical Therapy for physical fitness, physical therapy and other uses permitted under the Master Lease; and

WHEREAS, on or about December 21, 2022, Owner and Operator entered into Amendment No. 2 to Agreement ("Second Amendment"), which extended the Term to a total of three months; and

WHEREAS, the Parties desire to amend the terms of the Agreement as amended by the First Amendment and the Second Amendment, and amend the terms of the Agreement as amended by the First Amendment and the Second Amendment for the purpose of requiring additional indemnification. All capitalized terms that are used but not defined in this Second Amendment shall have the meanings given to them in the Agreement as amended by the First Amendment and the Second Amendment.

NOW, THEREFORE, the Parties agree as follows:

- a.) The operation of the Agreement from May 2, 2012, to the present, has been continued on the Parties by a mutual operation based on the terms of the Agreement as amended by the First Amendment and the Second Amendment.
- b.) Section 3.1 (Term) of the Agreement is hereby amended to read as follows, superseding all other iterations of Section 3.1:

3.1 <u>Term.</u> The term of this Agreement ("Term") shall commence on the Execution Date and continue on a month-to-month basis until June 30, 2023.

c.) Section 26.1 A of the Agreement is hereby amended to read as follows:

26.1 Owner may terminate this Agreement at any time and for any reason or no reason, in its sole and absolute discretion, upon thirty (30) calendar days written notice to Operator.

d.) Section 26.2 of the Agreement is hereby amended to read as follows:

26.2 Operator may terminate this Agreement at any time and for any reason or no reason, in its sole and absolute discretion, upon thirty (30) calendar days written notice to Owner. Section 26.2 of the Agreement is hereby amended as follows:

Remaining Provisions of the Agreement. All other terms, conditions, and provisions of the Agreement as amended by the First Amendment and the Second Amendment, to extend not modified by this Third Amendment, shall remain in full and effect.

IN WITNESS WHEREOF this Third Amendment is signed by the Parties on the date first above written.

APPROVED AS TO FORM

Name: Andrew L. Jared Title: City Attorney

ATTEST

Name: Mark Perez Title: Deputy City Clerk Owner: City of South Pasadena

Name: Arminé Chaparyan Title: City: Manager Date:

Manager:

I-Tennis, Inc.

Name: John Letts Title: Date:

2 6 - 6



City Council Agenda Report

ITEM NO. 7

SUBJECT:	Approval of a Facility License And Operations Agreement with South Pasadena Batting Cages, LLC for the Operation of the Batting Cage Facility and Adopt the Finding of Exemption From the California Environmental Quality Act
PREPARED BY:	Sheila Pautsch, Community Services Director
FROM:	Arminé Chaparyan, City Manager AC
DATE:	March 15, 2023

Recommendation

It is recommended that the City Council;

- 1. Approve a Facility License and Operations Agreement between South Pasadena Batting Cages, LLC (SPBC), and the City of South Pasadena (City) for the Operations of the South Pasadena Batting Cages (Facility); and
- 2. Adopt finding of exemption from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301 Existing Facilities.

Background

The City of South Pasadena has batting cages facilities that have been licensed or leased to operators historically. The current operator agreement ended on February 28, 2022. Staff drafted a Request for Proposal from information provided by the Leased Recreational Facilities Ad Hoc Committee (Committee) during a tour of the facilitity and interview of the prior operator. The Committee recommended a new operator to restore the facility to a first-class state, bring a positive experience for all levels of baseball and softball, provide an affordable recreational asset to the community, and develop camps, classes, and lessons as well as a consistent source of revenue to the City.

The Committee approved the South Pasadena Batting Cages (SPBC) Request for Proposals (RFP) at its February 3, 2022, meeting. The RFP became available to the public on February 16, 2022, through Planet Bids, and was distributed to about 45 batting cage operators via mail and email. A Pre-Bid Walk Through was scheduled for February 24, 2022. The RFP proposals were due March 7, 2022, and four proposals were received. The respondents were South Pasadena Batting Cages, South Pasadena Baseball Academy, Apex Training Facility, and All-Star Baseball School and Batting Cages.

Approval of a Agreement with South Pasadena Batting Cages, LLC. March 15, 2023 Page 2 of 5

The Committee interviewed all four respondents on March 30 and April 7, 2022. Each respondent was given fifteen (15) minutes to give a brief overview of their proposal. The Committee used the remainder of the time to ask questions regarding directly related experience, financials, renovations of the facilities, and performance capability. The Committee discussed each respondent at the end of the interviews and ranked them in the following order:

- 1. South Pasadena Batting Cages, LLC 87.78
- 2. South Pasadena Sports Academy 85.78
- 3. Apex Training Facility
- 4. All-Star Baseball School and Batting Cages 60.25

Given the rankings and the discussion following the interviews, the Committee recommended that the City proceed with negotiations with SPBC for approval of an agreement by the City Council for the batting cages operations. The Agreement was brought to City Council on February 1, 2023, for approval. At that time, the City Council asked staff to negotiate a couple additional terms with the operator-to-be regarding Consumer Price Index (CPI), and staff followed up with further negotiations discussions.

81.75

Analysis

The Committee is confident that SPBC is the best operator for the needs of the City and in order to restore the facility to a first-class state. SPBC presented a complete capital improvement list and design that included \$156,000 for renovations and all new equipment for the Facility. They demonstrated a passion and understanding for the community and the need for a well-managed operating facility. They would bring multiple programs and camps to the baseball and softball community. The Committee believes SPBC will create a top-notch facility and promote the batting cages to the many youth baseball and softball organizations in South Pasadena and the surrounding area. While the other proposers ranked well within the proposal and interview portion of the process, the Committee felt the proposals did not demonstrate a commitment to the needed capital improvements to bring the Facility to full operating conditions.

The new agreement with SPBC is a ten-year agreement with \$156,000 in capital improvements in the first six months. The license fee will be \$4,000 a month with the understanding the City will allow for improvement credits for approximately 40 months with no license fee. At month thirteen and each year following, the license fee will increase by the (CPI) no greater than 3%, following the direction from Council at the February 1, 2023 Council meeting and subsequent negotiations discussions. The City will set aside 20% of the license fee for a capital improvement fund for future projects at the batting cages.

Approval of a Agreement with South Pasadena Batting Cages, LLC. March 15, 2023 Page 3 of 5

During the first three months of the agreement, the improvements to be undertaken by SPBC are as follows (Phase 1):

Improvement	Maximum Allowed Reimbursement Amount
1. Purchase and install seven (7) new pitching machines for both baseball and softball	\$22,000
 Contract for and cause to be installed new netting around all pitching machine and batting cage areas (Replacement or betterment of existing netting) 	\$18,000
3. Contract for and cause to be installed new LED lighting to illuminate the batting cage area, and all walking paths (Replacement or betterment of existing lighting). New lighting poles to be installed where needed. Existing lighting poles and light fixtures may be utilized if deemed adequate by City to be refurbished.	\$10,000
4. Contract for and cause to be undertaken repairs to batting cages (Replacement or betterment of existing). Batting cages will be repaired by replacing damaged chain-link fencing. Doors entering each cage will be repaired or replaced. Chain-link fencing will be extended to the top of the existing poles entering the cages. New padding will be added around all poles. New rubberized backstops will be installed behind all batter's boxes. New turf pads with home plates and batters boxes will be installed. Replace or repair the existing hopper ball escalator. Install new weatherproof coverage over pitching machines.	\$10,000
 Contract for and cause to be installed a Clubspeed point of sale (POS) system 	\$2,500
6. Purchase and install shade sails and seating	\$7,000
7. Contract for and cause to be installed artificial turf in Common Area	\$8,000
8. Purchase at least ten (10) new and slightly used bats and at least ten (10) helmets for rental use	\$3,000
Total Possible License Fee Deduction for Phase 1	\$80,500

Approval of a Agreement with South Pasadena Batting Cages, LLC. March 15, 2023 Page 4 of 5

During months three – six of the agreement, the improvements to be undertaken by SPBC are as follows (Phase 2):

Improvement	Maximum Allowable Reimbursement Amount
 Contract for and cause to be completed cleaning, painting, and remodel the concession stand 	\$10,000
 Contract for and cause to be completed reconstruction of restroom. A luxury portable restroom will be provided adjacent to the concession stand. 	\$15,000
 Contract for and cause to be completed installation of new metal gate and fencing from east to west along the front of facility. 	\$10,000
 Contract for and cause to be completed installation of fielding and pitching turf (artificial) 	\$8,000
 Contract for and cause to be completed installation of retractable awning for the concession stand 	\$2,500
 Contract for and cause to be completed installation of adjustable nets for expanding cages 	\$8,000
 Contract for and cause to be completed clean up the planter and add drought-tolerant plants 	\$6,000
8. Purchase and install seven (7) new pitching machines for both baseball and softball	\$16,000
Total Possible License Fee Deduction for Phase 2	\$75,500

Key Performance Indicators and Strategic Plan

This item is in line with the Community Services Departments' Key Performance Indicators, as identified in the Fiscal Year 2022-2023 Budget, and the Adopted 2021-2026 Strategic Plan for the redevelopment of recreational facilities.

Fiscal Impact

This project will bring an increased source of revenue from the Facility. A total of up to \$156,000 in improvement credits will be credited to the first 40 months. There will be no revenue projected for approximately the first 40 months. In the remaining eight months or six and a half years, the total license fee received will be a minimum of \$382,266 in addition to the annual CPI. Revenue will be deposited to account 101-0000-0000-4893.

Commission Review and Recommendation

The Leased Recreational Facilities Ad Hoc Committee reviewed this matter and recommended that the City Council proceed with South Pasadena Batting Cages, LLC.

Approval of a Agreement with South Pasadena Batting Cages, LLC. March 15, 2023 Page 5 of 5

Environmental Analysis

This item is exempt from California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15301 Existing Facilities. The improvements contemplated consist of the repair, maintenance, and minor alteration of existing public facilities with negligible or no expansion of the existing or former batting cage facility use.

Attachments:

1. [Proposed] Facility License and Operations Agreement

ATTACHMENT [Proposed] Facility License and Operations Agreement

FACILITY LICENSE AND OPERATIONS AGREEMENT

This Facilities License and Operations Agreement (the "Agreement") is entered into this 1st day of April, 2023, by and between City of South Pasadena, a California municipal corporation ("City"), and South Pasadena Batting Cages LLC, a California Limited Liability Company ("Operator").

1. <u>Premises License.</u> City hereby licenses Operator and Operator to use, inasmuch as they may lawfully do so, the Premises for the uses identified in Section 2, for the term and upon the terms and conditions set forth in this Agreement, the following (collectively, "Premises"):

1.1 <u>Real Property</u>. That parcel of real property located at 660 Stoney Drive, ("Premise"), in the City of South Pasadena, State of California and described with more specificity in Exhibit "A," which is attached to this Agreement and made a part of this Agreement for all purposes, together with all buildings, fixtures and other improvements located on said land and all easements, covenants and other appurtenant rights (the "Real Property").

2. <u>Use of Premises.</u>

2.1 <u>Use.</u> Operator shall use the Premises for the operation of a batting cage facility and other activities customarily associated with or incidental to the operation of a batting cage facility, including without limitation, batting lessons, batting cage rental, sale or rental of related merchandise, and food services. Filming on-site with City issued film permits will be allowed. The Location Fee received will be split with the City receiving 80% of all revenue and Operator shall receive 20% of all revenue. Any events or activities other than the aforementioned activities require prior approval by the Community Services Director. Operator shall not use the Premises for any unlawful purpose and shall comply with all valid laws, rules, and regulations applicable to the Premises or the businesses conducted on the Premises.

2.2 <u>Operator's Right to Control Business Operations.</u>

a) Operator shall have the exclusive right and authority to operate and manage the Premises as Operator deems appropriate subject to the following:

- 1. Operator shall ensure that the facilities are open to all persons consistent with state and federal laws.
- 2. Operator shall not operate the Premises outside of the hours of 7:00 a.m. to 10:00 pm daily.
- 3. Operator shall not allow amplified music to be played in violation of the City's sound ordinance.
- b) Without limiting the foregoing, Operator shall solely be

responsible for:

- Establishing and enforcing reasonable rules and regulations concerning the management, use, and operation of a batting cage facility on the Premises, including all safety and security measures, and all protocols and precautions established due to COVID-19 or other public health issue. Such shall include developing a safety program for employee and patron use of the Premises, and developing operational safety standards (patron rules). The safety program and operational safety standard shall conform to the standard of care for batting cage operators in the state of California, and at a minimum shall address the following:
 - Training all employees regarding the safety program
 - Locking of cages during non-use
 - Suitable ground markings in batting cages for player use areas
 - Posting of user rules
 - Use of helmets by ALL users in batting cages
 - Number of persons in cage at a time
 - Switch hitting during play
 - Footwear use
 - Alcohol/drug use
 - Minimum age use above 6 years old
 - Adult accompanying players under 12 years old
 - Minimum age for various speed machines
 - Cage gates remaining closed
 - Practice swing areas (where allowed/not allowed)
 - Picking up balls
 - Reporting of incidents

- 2. Determining all fees for use of Premises, lessons (if any), rentals, and all other charges associated with the operation of the Premises;
- 3. Determining and be solely responsible for all personnel requirements, recruitment schedules and compensation levels; and shall be solely responsible to employ, train, promote, discharge, and supervise all personnel performing services in and about the Premises as employees to Operator's business;
- Purchasing and/or lease all furnishings, equipment, and operating supplies which Operator deems necessary or desirable for the operation of the Premises;
- 5. Establishing accounting, cash collection, and payroll procedures at the Premises; and
- 6. Conducting all other activities necessary for the operation of the Premises.

c) Notwithstanding the above, City shall have the right to enter and inspect the property at any time the facility is open, including City's right to temporarily close any portion of the Premises for such inspection.

d) City's representative is the Director of Community Services who is authorized, on behalf of the City, to administer this Agreement and monitor Operator's compliance with the terms hereof. Unless otherwise notified by City through its City Manager, Operator shall deal exclusively by and through the Director of Community Services or her designee and shall have the right to rely upon decisions rendered by the Director of Community Services who shall be deemed to be the City's authorized representative. Operator shall meet with City's representative upon request of the City. Operator shall consider in good faith the requests and recommendations of the Director of Community Services to increase use of facility and revenue, or to enhance maintenance and operation of the facility.

e) Since the batting cage facility belongs to the City of South Pasadena, it is expected that the Operator will contribute to the betterment of the quality of life for the residents by utilizing local vendors, whenever possible. f) City shall have the right to review Operator's marketing materials and have the right to comment upon and make suggestions for improvement to such materials or to Operator's operations as a whole. Operator shall consider all of City's suggestions and comments but shall not be obligated to implement the same.

3. <u>Term</u>.

3.1 <u>Term</u>. The term of this Agreement shall be for ten (10) years, beginning on April 1, 2023 (the "Commencement Date"), and ending ten (10) years thereafter (the "Term") and ending on March 31, 2033. Any extension of this Agreement shall be in writing and signed by both parties following approval by City.

3.2 [Reserved]

3.3 <u>Surrender upon Agreement Expiration</u>. Upon the expiration or earlier termination of this Agreement, Operator shall return the Real Property to City in its then-existing condition. Operator shall be liable to the City for any damage to the facilities or deferred maintenance due to the negligence of the Operator or breach of its duty to maintain the facilities.

3.4 Disposition of Materials. Equipment, Tools, and Supplies. At the termination of this Agreement, Operator shall give City the first right to purchase the moveable fixtures, materials, equipment, tools, and supplies used by Operator in the operations and maintenance of the Premises (moveable F&E") at a price to be agreed upon between City and Operator. Such option shall exclude any materials, equipment, and supplies that are included as Improvements for which an Improvement Credit was taken by Operator as described in paragraph 5.4, below. If City and Operator are unable to agree upon a price, then the price shall be the value of the moveable F&E, as determined by a qualified appraiser selected by City and Operator. In the event an agreement cannot be reached as to selection of an appraiser, City and Operator shall each select an appraiser, and the two (2) chosen shall select a third appraiser. All three appraisers shall appraise the movable F&E. The agreed-upon opinion of two (2) of the three (3) appraisers shall be the price to be paid by City to the Operator. The costs and expenses of any appraisers shall be divided equally between City and Operator. Those items paid for by Operator through Improvement Credits as identified in section 5.4(a),

below, shall be the property of the City at time of application of Rend Credits and shall not be claimed as moveable F&E or property to be disposed of or acquired by the City through this section 3.4.

4. <u>Year Defined.</u> The term "Year" means each one-year period beginning on the Commencement Date and on each anniversary of the Commencement Date during the term of the Agreement.

5. <u>License Fee.</u>

5.1 License Fee. In consideration of City executing this Agreement and granting the rights provided in this Agreement, Operator shall pay in advance to City each month, starting the first day of the fourth month, at the address listed for City in Section 30.5 of this Agreement the sum of \$4,000 per month as the License Fee, less any agreed- upon Improvement Credits as described in paragraph 5.4 below. For months 1-3 of the Term, Operator will not pay the License Fee of \$4,000 per month. Commencing on the first day of the 13th month of the Term, (first anniversary of the Commencement Date) the monthly License Fee shall increase by the percentage change in the Consumer Price Index, All Items, for All Urban Consumers in the Los Angeles-Anaheim-Riverside Area, promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI") over the same CPI for the same month of the Commencement Date. For the remainder of the Term, annually on the anniversary of the Commencement Date, the monthly License Fee shall be subject to automatic adjustments in proportion to the percentage change in the Consumer Price Index (CPI), from the preceding year. In no event shall the annual adjustment to the License Fee exceed three percent (3%) year over year. At time of claiming such Improvement Credit, Operator shall provide proof of payment for such Improvement being claimed as Improvement Credit for that month's License Fee due. Payment of the applicable monthly License Fee may be offset by any Improvement Credit established as described below in Paragraph 5.4.

5.2 <u>Calculation of License Fee</u>. For section 5.1, the automatic adjustments shall be calculated by means of the following formula:

5

A=B x (C/D)

Where:

A= Adjusted Base License Fee

B = Base License Fee

C = Monthly index for the third month prior to January 1st of each year in which each Base License Fee adjustment is to become effectiveD = Monthly index for the month of the Effective Date of this Agreement.

In the event that the CPI is not issued or published, for the period for which such annual License Fee is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the United States Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the United States Government shall be used; and if none is so published, then another index generally recognized and authoritative shall be agreed upon by City and Operator.

5.3 <u>Fee Due</u>. License Fee shall be due on the first of each month and payable by the 10th day of the month. A 10% late fee, no less than \$400.00, will be assessed and an invoice sent by the City if received after the tenth (10) calendar day.

The License Fee shall be paid in monthly installments, on the first day of each calendar month during the term of this Agreement, minus any applicable Improvement Credits upon proof of payment for such Improvements.

5.4 <u>Improvement Credits</u>. As a method to allow Operator to recoup the investment required to pay for capital improvements necessary to renovate and refurbish the Premises as listed below, an Improvement Credit will be allowed against the monthly License Fee up to the amounts described below. The Operator will be allowed to claim Improvement Credits for the costs of actual improvements made during the first 6 months of the agreement as listed below.

 a) <u>Calculation of Improvement Credits</u>. If Operator completes the Phase 1 Improvements during the first three months of the Agreement, and the Phase 2 Improvements during the second three months of the Agreement, and provides proof of payment of such Improvements in the amounts stated below for each as Allowed Improvement Reimbursement Amount, then during the first five (5) years of the Agreement, Operator may apply the entire amounts paid for Phase 1 and Phase 2 Improvements actually spent up to the maximum Allowed Improvement Reimbursement Deduction as an Improvement Credit. In no event may the total Improvement Credit exceed the Allowed Reimbursement Amount. After all applicable and available Allowed Reimbursement Amounts have been applied towards License Fees due, then License Fee shall resume at monthly License Fee amount. Should Operator not complete an improvement by the required completion date, no Reimbursement Amount shall be allowed for that Improvement.

Operator shall complete the following Phase 1 Improvements by the end of the third month (required completion date) following the Commencement Date:

	Improvement	Maximum Allowed
		Reimbursement Amount
1.	Purchase and install seven (7) new pitching	\$22,000
	machines for both baseball and softball	
2.	Contract for and cause to be installed new	\$18,000
	netting around all pitching machine and	
	batting cage areas (Replacement or	
	betterment of existing netting)	
3.	Contract for and cause to be installed new	\$10,000
	LED lighting to illuminate the batting cage	
	area, and all walking paths (Replacement or	
	betterment of existing lighting). New lighting	
	poles to be installed where needed. Existing	
	lighting poles and light fixtures may be	
	utilized if deemed adequate by City to be	
	refurbished.	
4.	Contract for and cause to be undertaken	\$10,000
	repairs to batting cages (Replacement or	
	betterment of existing). Batting cages will be	
	repaired by replacing damaged chain-link	
	fencing. Doors entering each cage will be	
	repaired or replaced. Chain-link fencing will	
	be extended to the top of the existing poles	
	entering the cages. New padding will be	

added around all poles. New rubberized	
backstops will be installed behind all batter's	
boxes. New turf pads with home plates and	
batters boxes will be installed. Replace or	
repair the existing hopper ball escalator.	
Install new weatherproof coverage over	
pitching machines.	
5. Contract for and cause to be installed a	\$2,500
Clubspeed point of sale (POS) system	
6. Purchase and install shade sails and seating	\$7,000
7. Contract for and cause to be installed artificial	\$8,000
turf in Common Area	
8. Purchase at least ten (10) new and slightly	\$3,000
used bats and at least ten (10) helmets for	
rental use	
Total Possible License Fee Deduction for Phase	\$80,500
1 Projects	

Phase 2 Improvements to be completed by the end of the sixth month (required completion date) following the Commencement Date shall be:

Improvement	Maximum Allowable Reimbursement Amount
 Contract for and cause to be completed cleaning, painting and remodel the concession stand 	\$10,000
10. Contract for and cause to be completed reconstruction of restroom. A luxury portable restroom will be provided adjacent to the concession stand.	\$15,000
11. Contract for and cause to be completed installation of new metal gate and fencing from east to west along the front of facility.	\$10,000
12. Contract for and cause to be completed installation of fielding and pitching turf (artificial)	\$8,000

13. Contract for and cause to be completed	\$2,500
installation of retractable awning for the	
concession stand	
14. Contract for and cause to be completed	\$8,000
installation of adjustable nets for expanding	
cages	
15. Contract for and cause to be completed clean	\$6,000
up the planter and add drought-tolerant plants	
16. Purchase and install seven (7) new pitching	\$16,000
machines for both baseball and softball	
Total Possible License Fee Deduction for Phase 2	\$75,500

In the event of circumstances beyond Operator's control relating to the procurement or delivery of items in Phase 1 or Phase 2, an exception may be requested by Operator for excusing a delay in the completion of such Improvement. Such request for delay shall be made in writing by Operator to City at least seven (7) days prior to the required completion date stating all efforts by Operator to complete the procurement and installation of such Improvement and the reasons for such delay in purchase, installation, or construction is due to measures beyond the Operator's control. City shall not unreasonably withhold timely request for exemption due to delay.

Notwithstanding the foregoing, under no circumstance shall completion of an Improvement be excused beyond one year from the Commencement Date. For items 1, 3, 5, 6 or 7 in Phase 1 or any item in Phase 2, Operator may open to the public without such items being procured. For items 2, 4, or 8, Operator may only open to the public during delay period upon permission granted by City. Such delay shall apply to ability to comply with procurement and installation requirement, not License Fee obligation, which shall be due without delay or reduction; improvement credits on all other improvements in the applicable phase may be applied to the License Fee. Operator may apply for an improvement credit for delayed item after eventual procurement and installation, but in no event will the procurement date and eligibility for potential Improvement Credit be extended beyond one year.

In consideration of the reduction of License Fee, the City's reimbursement of the Improvement Costs under paragraph 5.4 above, any Improvements for which Improvement Credit is applied shall become the property of City pursuant to paragraph 13.3 as if such had been purchased by City. Such shall apply regardless of whether such Improvement is an improvement pertaining to the realty, operation of the Premises, or a moveable or immovable fixture, or other item, including any items of personal property, structure, or piece of equipment.

- a) <u>Calculation of and Application for Improvement Credits.</u> For months 1-3 of the Term, Operator will not pay the License Fee of \$4,000 per month. Commencing in month four of the Term, Operator may begin applying Improvement Credits for completed Phase 1 improvements. Each month thereafter, the Operator may continue to apply to all License Fees due during the first five years of the Term the remaining Improvement credits up to the maximum amount of the Allowable Reimbursement Amount for the Improvement projects completed. Unless extended by a delay approved by the City, the total amount of Allowable Reimbursement Amount will be set and calculated after month 6 of the Term.
- b) <u>Overage</u>. Notwithstanding the aforementioned provisions for Improvement Fee credit reconciliation, Operator shall not receive any adjustment in License Fees for actual expenditures that exceeds Allowable Reimbursement Amount amounts stated in section 5.4(a).

6. <u>Permits.</u>

Operator is responsible for obtaining all permits, Agreements, contracts, and any other governmental authorizations required for Operator's use of the Premises. Operator shall be required to operate the Premises subject to additional conditions imposed by any governmental agencies other than the City.

7. <u>Maintenance and Examination of Records</u>.

Operator shall maintain, at its principal offices, its financial records pertaining to Capital Improvement (Section 13 herein) expenditures relating to the Premises during a period of four (4) years after the conclusion of any Year. Further, all financial records pertaining to Capital Improvement expenditures at the Premises shall, upon at least three (3) business days' prior written request from City to Operator, be open and available to City or Operator's representative for an examination at all reasonable times during business hours. City shall be entitled at any time within two (2) years after the conclusion of a Year; to question the sufficiency Improvement expenditures as they relate to agreed-upon Improvement Credits or the accuracy of the report furnished by Operator. Operator shall coordinate with the Public Works division on identifying and noticing requirements for public improvements, including notifications with the Department of Industrial Relations.

8. <u>Incident Reporting</u>.

Operator shall develop a written incident report form for reporting of any injury, death, damage, harm, sexual assault, or theft occurring on the Premises incidents for use by all employees. Within twenty-four hours (24-hours) of Operator becoming aware of any incident, Operator shall submit such written report of such incident to the City representative.

9. <u>Taxes</u>

9.1 <u>Real Property Taxes</u>. Operator shall pay directly to the appropriate taxing authorities, prior to delinquency (except in the case of contests of real estate taxes made in good faith), the actual Real Property Taxes (as defined below) assessed against the Premises which are attributable to the term of this Agreement. If any real estate taxes are assessed against the Premises which do not constitute Real Property Taxes required to be paid by Operator pursuant to the preceding sentence, then City shall pay such real estate taxes to Operator within thirty (30) days after notice from Operator, provided, however, City shall not be require to make such payment more than thirty (30) days before such real estate taxes are due and payable. If City fails to timely contribute its portion of real estate taxes, if any, on a timely basis, then at Operator's option, Operator may pay the full amount of real estate taxes assessed against the Premises, and thereafter Operator shall receive a credit against the License Fee next payable under this Agreement equal to the portion of real estate taxes advanced by Operator on City's behalf. In the event Operator in good faith contests the amount of real property taxes or assessments assessed against the Premises, then, upon the final determination of the real property tax liability, Operator and City shall promptly pay their respective portion of the amount of real estate taxes owed.

9.2 <u>Definition of Real Property Taxes</u>. The term "Real Property Taxes" as used herein means any fee, license fee, commercial rental tax, assessment, penalty, or tax imposed by any taxing authority against the Premises. However, the term "Real Property Taxes" does not include any special assessment imposed against the Premises for improvements made in connection with any adjacent property owned by City or any affiliate of City, any tax imposed upon this transaction or based upon a reassessment of the Premises due to a change of ownership or other transfer of all or part of City's interest in the Premises or (if applicable) City's federal or state income, franchise, inheritance or estate taxes, all of which shall be paid by City.

9.3 <u>Other Taxes</u>. Operator shall pay all taxes, license fees or other governmental charges assessed or imposed on the Personal Property owned by Operator located on the Premises or upon the business operations of Operator conducted on the Premises, but Operator's responsibility pursuant to this Section shall not include any extraordinary charges or one-time assessments.

10. <u>Utilities</u>. Operator shall pay, before delinquency, all charges for utilities, including water, electricity, gas, heating, cooling and telephone/internet, used by Operator in Operator's operation of the Premises.

11. <u>**Concessions.**</u> Operator will be permitted to exclusively operate concession facilities, excluding alcohol, at the batting cage facility for all events.

12. <u>**Ownership of Improvements.**</u> As of the expiration, or earlier termination of this Agreement, ownership of all Improvements and Capital Improvements shall be solely with City.

13. <u>Improvements</u>. Operator accepts the Premises in as-is condition. Operator is required to fund, construct, and implement the Capital Improvements required in section 5.4. Only such Capital Improvements, which are included in section 5.4, are available for reimbursement and application for Improvement Credits. Prior to engaging in Capital Improvements, including purchase of those items listed as Phase 1 and Phase 2 Improvements, Operator shall obtain the written approval by City's representative of the materials to be purchased and scope of work to be completed by Operator.

13.1 <u>Capital Improvements Generally</u>. Except for those Improvements specifically identified in section 5.4, Operator shall have no right to construct alterations, additions, and improvements on the Premises without the approval of City.

13.2 <u>Costs of Construction and Alterations</u>. Operator shall pay all costs for construction or improvements done by it or caused to be done by it on the Premises and shall keep the Premises free and clear of all mechanic's liens resulting from construction done by or for the Operator. City shall not be required

or obligated to make any changes, alterations, additions, improvements, or repairs in or about the Premises or any improvements located thereon or any part thereof during the term.

13.3 <u>Ownership of Improvements No Liens</u>. All Improvements made by Operator pursuant to paragraph 5.4 shall become the property of City upon the termination of the Agreement unless otherwise agreed by City in writing. Operator shall not have the right to create or permit the creation of any lien attaching to City's interest in the Premises or in any Improvements or F&E as a result of any construction of any Improvements.

13.4 <u>Prevailing Wage</u>. (California Prevailing Wage Law) Operator 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 "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000.00 or more, Operator agrees to fully comply with such Prevailing Wage Laws. Operator shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Operator shall coordinate with the Public Works division regarding notice of projects with the Department of Industrial Relations.

13.5 <u>Monthly Meetings with City.</u> Unless otherwise specified by the City, Operator must schedule and attend monthly meetings with the Community Services Director and provide updates on completed, ongoing, and future Improvement projects.

14. <u>Maintenance and Repairs</u>. Except as otherwise provided in this Agreement, Operator shall, at its sole cost and expenses, maintain the batting cage facility, in first class condition with a high standard of cleanliness, and preserve the facility in the same or better condition as when received on the Commencement Date with subsequent improvements, normal wear and tear excepted. Operator shall perform, at Operator's sole expense, all repairs necessary to the facility for all improvements, fixtures, furniture, furnishings, and equipment situated therein or used in connection therewith, in such condition. All repairs and maintenance of an amount over \$500 must be approved by the City_prior to Operator starting projects. Amounts expended for maintenance and repairs shall not be eligible for or applied to Improvement credits.

14.1 <u>As-Is.</u> Operator agrees that it is accepting the Premises "as is" without any representation or warranty by City, or City's officers, employees, or agents, express, implied or statutory, except as expressly provided herein, as to: (i) the nature or condition of the Premises and (ii) the Premises' fitness for Operator's intended use of same. Operator is, or prior to their use of the Premises, will be familiar with the Premises. Operator is relying solely upon its own independent inspection, investigation, and analysis of the Premises as it deems necessary or appropriate.

14.2 <u>Inspections</u>. City, through its duly authorized representatives, may enter upon the Premises at all reasonable times for the purpose of inspecting and all of the Premises and the improvements and facilities thereon. After such inspections, the City shall give written notice to Operator by mail or personal delivery of the necessary repairs, changes or notices of violations. Operator shall commence the necessary repairs or changes within ten (10) days following receipt of any written notice or such longer time as may be specified herein and completed such undertaking as soon as practicable, provides, however, any items deemed an emergency shall be completed promptly by Operator upon notification by City. Operator shall have the benefit of any warranties available to the City with respect to the batting cage facility or any component thereof.

15. <u>City's Cooperation</u>. City recognizes and acknowledges that Operator will need the assistance and cooperation of City to properly perform and fulfill certain of Operator's covenants and obligations under this Agreement. Therefore, City agrees it shall execute such documents and do such further ministerial acts and things as Operator reasonably requests in order to assist Operator in fulfilling its obligations under this Agreement. City further designates the Community Services Director to work with Operator in assuring that Operator obtains the full cooperation and assistance of City, subject to the terms of this Agreement and all applicable laws. This provision does not affect the City's ability to exercise its future police powers or

discretion in any way.

16. <u>Personnel</u>. During regular business hours at all times, the Operator must have at least have one (1) full-time adult staff member on site. Operator shall maintain adequate and proper personnel for its operations and must closely supervise all employees to ensure a high standard of service. All employees working at the batting cage facility must be over the age of 18, be live scan fingerprinted and cleared through Department of Justice background check prior to commencing employment. The Operator shall be responsible for all reports and obligations with respect to such personnel, including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers compensation insurance.

17. <u>Operations</u>. Operator at its own cost and expense shall operate and manage the batting cage facility in a professional manner, generally including rentals of equipment, space, and instruction. Operator shall provide the following minimum services:

- a) Provide overall program and facility oversight and operation.
- b) Provide services that are affordable to the community.
- c) Enforce all rules and regulations.
- d) Regulate play and conduct of players and spectators.
- e) Supervise batting cage facility, preserve order, and provide for security of the facility, and prevent damage to the facility by players and others.
- f) Inspect and provide general maintenance and upkeep of the batting cage facility (which includes the building, grounds, and cages).
- g) Develop and implement outreach and marketing, through promotional events and advertising efforts.
- h) Host at least two city events a year and provide support for community fundraising events for outreach at the request of City.
- i) Operate, manage, and supervise the Premises, including but not limited to maintaining, selling, and renting a stock of merchandise, supplies, and equipment suitable for use at the facility to meet customer demand.
- j) If providing any food service or catering on Premises, such shall be properly permitted by the County of Los Angeles Health Department.

- k) Focus on service delivery to residents of South Pasadena, especially youth and low-income families.
- 1) Provide a high quality of cleanliness for the batting cage facility at all times, which includes the facility grounds, restrooms, patio, furnishing and fixtures, offices etc.
- m) Subject to City approval, obtain user satisfaction surveys or evaluations by batting cage facility customers, to develop information for the Parties' use in tailoring the facility and operations to increase customer satisfaction.

17.1 <u>Marketing</u>. Operator shall have the responsibility to promote, publicize and market the batting cage to optimize public awareness and attendance at the batting cage facility. Operator shall bear all marketing and promotional expenses. Operator may <u>NOT</u> use any City logo without the written consent of the City.

18. <u>Insurance</u>.

18.1 <u>Insurance Coverage.</u> Operator shall obtain, pay for, and maintain, at Operator's sole cost and expense, the following types of insurance coverage relating to the Premises and Operator's operations of the Premises at all times throughout the term of this Agreement:

a) <u>Liability Insurance</u>. A policy or policies of comprehensive general liability insurance, with coverage of not less than one million dollars (\$1,000,000) each occurrence, with an aggregate of two million dollars (\$2,000,000) for bodily injury (including accidental death), property damage, and medical payments.

b) <u>Worker's Compensation</u>. A policy or policies of worker's compensation insurance in compliance with applicable California law.

c) <u>Casualty Insurance</u>. A standard form policy or policies of property, fire and extended coverage casualty insurance on the Premises, including all related buildings, with coverage limits not less than the full replacement cost of the Premises. Lessee shall also maintain insurance coverage on, or otherwise assume financial liability for, the Personal Property and the furnishings and equipment owned by Lessee.

d) <u>Sexual abuse or molestation</u>. A policy or policies with coverage of not less than one million dollars (\$1,000,000) each occurrence, with an aggregate of two million dollars (\$2,000,000).

18.2 <u>General Provisions</u>. Operator shall make diligent efforts to assure that the policies of insurance to be maintained by it shall not be subject to cancellation except upon at least ten (10) days' written notice to City. If any policy is cancelled, Operator shall immediately cease operations at the Premises until such insurance coverage is restored. Any subcontractor of Operator allowed by City shall be required to hold all insurance and abide by all provisions of this section 18. At City's request, Operator shall submit to City a certificate of coverage and proof of payment of premiums. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, subject to the provisions of this Agreement. All policies shall name the City of South Pasadena and its officers, agents, employees, and representatives (collectively, "CITY AND ITS REPRESENTATIVES") as additional insureds. Coverage afforded to City and its representatives shall be at least as broad as that afforded to Operator. The liability insurance must include all major divisions of coverage and must cover: (A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable); (B) Independent Contractors' Protective Liability; (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final closeout of the Agreement); (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted); (E) Contractual Liability; (F) Broad Form Property Damage; and (G) Sexual Abuse or Molestation Liability (including coverage for: (i) physical, emotional, psychological injury or harm of a person; and (ii) negligent employment, supervision, investigation, reporting or failing to report to proper authorities, or retention of an employee, agent, representative, volunteer, Subcontractor, or person whose actual, alleged, attempted, or threatened behavior, conduct, or verbal or nonverbal communication— whether or not intentional— results in physical, emotional, psychological injury or harm of a person or persons).

18.3 <u>Certificate of Insurance</u>. Operator shall provide CITY with a "certificate of insurance," an "additional insured endorsement," and a subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others" — on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative — which fully meet the requirements of, and contain provisions entirely consistent with, all of

the Insurance Requirements. The "certificate of insurance" and an "additional insured endorsement" must state: "The City of South Pasadena, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance or risk coverage of the City. The City's insurance or self-insurance, or risk pool coverage, will apply in excess of— and will not contribute with— Operator's insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

18.4 Business Automobile Insurance. At its own expense, Operator shall obtain, pay for, and maintain – and shall require each of its Subcontractors and employees to obtain and maintain – a "Business Automobile" insurance policy on an occurrence basis to fully protect Operator and City from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of South Pasadena and its officers, agents, employees, and representatives as additional insureds. The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater: (A) one million dollars (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and (B) one million dollars (\$1,000,000) per occurrence for property damage; or (C) two million dollars (\$2,000,000) combined single limit ("CSL"). The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. Operator shall provide City with a "certificate of insurance" and an "additional insured endorsement" on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative — which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements. The "certificate of insurance" and an "additional insured endorsement" must state: "The City of South Pasadena, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of — and will not contribute with — this insurance. This insurance applies separately to each

insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to City for any policy cancellation, termination, non-renewal, or reduction in coverage."

19. Indemnification and Hold Harmless.

19.1 Operator shall, at its sole cost and expense, indemnify, defend, and hold harmless the City, its elected officials, officers, agents, employees, and volunteers and those agents of City serving as independent contractors in the role of City officers from all liability, demands, claims, costs, losses, damages, suits, actions, settlements and expenses of every name, kind, and description (collectively, "Claims"), including attorney fees, and costs interest, penalties, expert witness fees, directly or indirectly arising from injuries to or death of any person or damage to property of the City, Operator or others whomsoever, including Claims arising from or connected with the willful misconduct, negligent acts, errors or omissions, the Operator or any person directly or indirectly employed by or acting as agent for the Operator in the performance of this Agreement, or Operator's failure to comply with its obligations set forth in this Agreement, including the concurrent or successive active or passive negligence of the City, its officers, agents, employees or volunteers, except for claims arising from the sole negligence or willful misconduct of City. Operator shall promptly pay any judgment rendered against Operator or City covering Claims. If City is made a party to any suit or action filed or prosecuted against Operator for such claims, Operator shall pay City any and all costs and expenses incurred by City in such suits or actions, together with attorneys' fees.

19.2 It is understood that the duty of Operator to indemnify and hold harmless the City includes the duty to defend as set forth in Section 2778 of the California Civil Code. Operator shall defend any action or actions filed in connection with a claim with counsel of City's choice and pay all costs and expenses, including attorneys' fees incurred by the City in connection therewith.

19.3 Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the Operator from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive the expiration or termination of this Agreement.

20. Damage and Restoration.

20.1 <u>Total Destruction</u>. If the buildings or other improvements on the Premises, or the Personal Property under this Agreement, should be totally destroyed (i.e., damage in excess of partial destruction as defined in Section 20.2) by fire or other casualty or a force majeure occurrence, Operator shall have the option, to be exercised in writing within sixty (60) days of such destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder, or (b) elect to repair and restore the Premises and thereafter diligently pursue such restoration to completion. In the event that Operator elects to repair and restore the Premises under paragraph 20.1(b), this Agreement shall remain in full force and effect.

20.2 Partial Destruction. If the buildings or other improvements on the Premises or the Personal Property under this Agreement should be partially damaged by fire or other casualty or a force majeure event, then Operator shall, subject to the availability of insurance proceeds (it being understood and acknowledged that Operator shall have no obligation to repair or restore any portion of the Premises if insurance proceeds are not available to fully restore the same), restore the buildings, Improvements and Personal Property in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings, improvements and Personal Property existed prior to their damage or destruction. For purposes of this Agreement, the term "partially damaged" means (a) damage to the extent of 33% or less of the value of the buildings, improvements, and Personal Property at the Premises or (b) damage to the extent that no more than half of the facility at the Premises are rendered unplayable. If the insurance proceeds made available to Operator are not sufficient to fully restore the Premises, then such proceeds shall first cover any outstanding Improvement Credits able to be claimed by Operator, then remaining proceeds shall be provided to City for partial restoration loss, and Operator may terminate this Agreement upon written notice to City in which event the parties

shall have no further liability hereunder. In addition, notwithstanding anything in this Section 20.2 to the contrary, if, as a result of the partial destruction of the Premises, Operator is unable to make full and productive economic use of the Premises and, in Operator's reasonable determination, the full and complete restoration of the Premises will take in excess of one hundred eighty (180) days, then Operator may, upon written notice to City within sixty (60) days after the partial destruction occurs, terminate this Agreement without right to outstanding Improvement Credits remaining, in which event the parties shall have no further obligations hereunder.

20.3 Damage during the Last Two Years of the Agreement Term. Notwithstanding the provisions of Section 20.2 to the contrary, if during the last two years of the term of this Agreement, the buildings, Improvements on the Premises, or the Personal Property under this Agreement is damaged to the extent often percent (10%) of the value of the buildings, improvements and Personal Property at the Premises or more, then Operator shall have the option, to be exercised within thirty (30) days of such damage or destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder or (b) elect to repair and restore the Premises in accordance with the provisions of Section 20.2 above.

21. <u>Abatement and Term Extension</u>. If Operator is unable to make full and productive economic use of the Premises during repair, reconstruction, or replacement as provided for in Sections 19 or 20, Operator's License Fee obligations as well as City's obligations for Improvement Credits under Article 5 shall be abated in proportion to the loss of use of the Premises, suffered during the particular month. Proportional abatement of License Fee and improvement credit obligations shall continue until such time as Operator is again fully able to operate.

22. <u>Application of Insurance Proceeds Upon Termination</u>. If, after the partial or total destruction of the Premises, this Agreement is terminated pursuant to the provisions of this Article 19 or 20, then all insurance proceeds made available on account of such destruction shall first be paid to Operator to reimburse Operator for the value of any and all improvements made to the Premises by Operator prior to such destruction until such time as Operator has received full reimbursement for all such

improvements, less any Improvement Credits received, and for the value of any personal property at the Premises owned by Operator; second, to City until such time as City has received full reimbursement for the value of the improvements at the Premises which existed as of the first day of the Initial Term plus the Improvements Credits applied to date, and the balance, if any, shall be paid to Operator.

23. <u>Termination by City.</u>

a) This Agreement may be terminated by the City upon the occurrence of any of the following events:

- 1) Any material breach of the Agreement by Operator which remains uncured for a period of 45 days after written notice from the City;
- 2) In the event that the City determines in its sole discretion that it wishes to use the facility for a purpose other than a batting cage facility upon one (1) year's written notice;
- 3) The total or partial destruction of the batting cage facility or any event which renders the facility unusable pursuant the provisions of section 19 and 20; or,
- 4) At the City's sole discretion upon sending written notice of termination for cause to Operator after the City has sent to Operator three or more notices of Operator's material breach within any twelve (12) month period.

b) In the event of termination of this License Agreement by the City pursuant to this section, Operator waives any right to compensation from the City for the value of Operator's license, the unexpired term of this License Agreement, any Improvements, unpaid Improvement Credits, loss of business goodwill, Fixtures and Equipment, and the City's payment of relocation benefits under Government Code section 7260, et seq., if any.

24. <u>Termination by Operator</u>. This Agreement may be terminated by Operator with one (1) year written notice to City. Upon exercising this section, Operator forfeits any right to compensation from the City for the value of Operator's license, the unexpired term of this License Agreement, any Improvements, unpaid Improvement

credits, loss of business goodwill, Fixtures and Equipment, and the City's payment of relocation benefits under Government Code section 7260, et seq., if any.

25. <u>**Reimbursement for Improvements.**</u> As of the expiration, or earlier termination of this Agreement, except as specified in this section for Termination without cause by City and those circumstances of Eminent Domain in section 23, Operator shall not be entitled to any proration or reimbursement for any Improvements, Capital Improvements, or outstanding unpaid or unapplied Improvement credits.

In the event of a Termination Without Cause by City, Operator shall be entitled to reimbursement for the amortized amount of the costs of Phase 1 and 2 Improvements actually made, based on the following formula:

Reimbursement = <u>Net Phase 1 and 2 Improvement Costs</u> x Months Remaining in Term 120

"Net Phase 1 and 2 Improvement Costs" is defined as the actual costs of such improvements submitted to the City at time of claiming Improvement credits minus the Improvement Credits received to date at time of termination.

26. <u>Eminent Domain</u>

26.1 <u>Total Taking</u>. If at any time during the term of the Agreement, the Premises is taken by condemnation or by right of eminent domain by any third party, then this Agreement shall terminate on the date of such taking and all license fee payments already made shall be apportioned as of the date of the taking. For purposes of this Article, a "material portion" shall be deemed to have been taken if the remaining portion cannot economically be used by Operator, in Operator's reasonable judgment, in the manner in which the Premises were used prior to such taking.

26.2 <u>Partial Taking</u>. In the event that use of less than all or a material portion of the Premises is taken by condemnation or by right of eminent domain by any third party, then this Agreement shall not terminate, but the License Fee due during the remainder of the Agreement term shall be reduced as of the date of such partial taking in a proportion to the reduction in the Gross Revenues of the Premises attributable to such partial taking.

26.3 <u>Condemnation Award</u>. If there is a taking by right of eminent domain by any third party, the award shall belong to and be paid to City, except that Operator shall receive from the award the following: (a) a sum attributable to the value of Operator's license, including improvements, and (b) a sum attributable to Operator's loss of good will.

27. <u>Representations Warranties and Covenants</u>.

27.1 <u>Power and Authority</u>. City hereby represents and warrants that it has the requisite right, power, legal capacity and authority to enter into this Agreement and to fully perform each and all of its obligations under this Agreement. Operator hereby represents and warrants that it has the requisite right, power, legal capacity and authority to enter into this Agreement and to fully perform each and all of its obligations under this Agreement.

27.2 <u>No Conflict</u>. City represents and warrants that neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in a breach of or constitute a default under any other agreement, commitment or obligation to which City or the Premises is bound, nor will it violate any law, rule, regulation, restriction, judicial or administrative order, judgment, or decree applicable to City or the Premises. Operator represents and warrants that neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in a breach of or constitute a default under any other agreement, commitment or obligation to which Operator is bound, nor will it violate any law, rule, regulation, restriction, judicial or administrative order, judgment or decree applicable to Operator.

27.3 <u>Encumbrances</u>. City shall not (a) grant any easements, rights of way, licenses or other similar rights, (b) convey to the public or dedicate to the public all or any portion of the Premises, or (c) consent to the Premises being included as part of an assessment district, or (d) encumber, lien or mortgage its fee interest in the Premises, in each case without obtaining Operator's prior written consent, which consent shall be granted or withheld in Operator's sole discretion and which consent shall not be unreasonably withheld.

28. <u>**Frustration of Purpose.**</u> At any time during the term of this Agreement, (i) if the governing body of any political subdivision having competent jurisdiction over the

Premises should enact any valid zoning or other ordinance, law or regulation (collectively, "Use Law") which prohibits the use of the whole or a substantial part of the Premises for the purposes as provided in Section 2.1 of this Agreement; (ii) if an event of force majeure (collectively, "Force Majeure Event") occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts or omissions of government, labor disputes, shortages of fuel or other materials, accidents, fires, explosions, floods, earthquakes, or other acts of God, which substantially prevents Operator's use of the Premises as provided for in Section 2.1 of this Agreement; or (iii) if Facilities become unavailable or inadequate so as to substantially interfere with Operator's use of the Premises as provided in Section 2.1 of this Agreement, it is agreed that Operator may elect, within one hundred twenty (120) days after the effective date of such Use Law or the occurrence of the Force Majeure Event, or the date Facilities become unavailable or inadequate, to cancel this Agreement and surrender possession of the Premises. Any such cancellation and surrender by Operator shall act to release and discharge Operator and City from any further obligation under this Agreement. In addition, it is agreed that during the period of any Force Majeure Event; during the period that Facilities are unavailable or inadequate; and/or during any period that any defect in the Premises substantially interferes with Operator's use of the Premises as provided in Section 2.1 of this Agreement, City and Operator shall be excused from performing their respective obligations under this Agreement whether or not Operator exercises its right to terminate as provided herein.

29. <u>Assignment</u>. Except as otherwise provided below, Operator shall not assign this Agreement or sublet all or any part of the Premises without the prior written consent of City, which consent shall not be unreasonably withheld or delayed. Operator shall notify City of any proposed assignment or subletting at least sixty (60) days prior to the proposed effective date of such assignment or subletting. City's consent shall be required for any assignment or sublease of all or any portion of Operator's interest in this Agreement to any corporation, limited liability company, partnership or other entity which controls, is controlled by or is under common control with Operator or

any individuals or entity which directly or indirectly owns an interest in Operator

30. <u>**Breach and Remedies**</u>. The following conditions will constitute a breach of this Agreement and a default thereunder:

30.1 Conditions of Default.

a) If Operator fails to pay license fee or fulfill any other monetary obligation of Operator to City, and Operator fails to cure such monetary default within thirty (30) days after written notice from City to Operator of such monetary default.

b) If either party fails to fulfill any of its other non-monetary obligations under this Agreement when due or called for, and the party in default fails to cure such non-monetary default within sixty (60) days after written notice from the non-defaulting party of such non-monetary default; provided, however, that if the nature of the non-monetary default is of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party.

c) If the Operator fails to complete the required Capital Improvements listed in section 5.4, unless extension is agreed to writing by the parties.

30.2 Remedies.

a) If any of the conditions identified in Section 28.1 above should occur and the party in default does not cure the default, the non-defaulting party may elect to terminate this Agreement immediately and seek all remedies as provided under law and equity.

b) If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non-defaulting party until the non-defaulting party is reimbursed by the defaulting party.

c) If either City or Operator should bring an action in a court of law to enforce any of its rights or remedies under this Agreement, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorneys' fees and costs incurred by way of such action.

31. <u>Business Name</u>. Operator shall at all times conduct its operations of the batting cage facility exclusively under the name(s) "South Pasadena Batting Cages ". Operator shall not rename the facility any other fictitious business name without prior written consent of the City.

32. <u>General Provisions</u>

32.1 <u>Entire Agreement</u>. This Agreement contains all of the agreements of the parties with respect to the matters covered by this Agreement, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties.

32.2 <u>Waiver</u>. This Agreement contains all of the agreements of the parties with respect to the matters covered by this Agreement, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties.

32.3 <u>Brokers</u>. City and Operator represent to each other that they are not obligated to any broker or finders in connection with this Agreement, and each party agrees to defend, indemnify, and hold the other harmless from any claim, suit or demand made upon the other by any person, firm or corporation for brokerage fees or commissions or other similar compensation with respect to this Agreement arising out of any act or agreement of the indemnifying party.

32.4 <u>Notices and Addresses</u>. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery with receipt acknowledged in writing (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service with receipt acknowledged in writing. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the date and time of personal delivery.

For purposes of notice, demand, request, reply or payment, the address of City shall be:

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

For purposes of notice, demand, request, reply or payment, the address of Operator shall be:

Arthur Becerra and Melina Becerra South Pasadena Batting Cages, LLC, 1446 Oak Crest Ave. South Pasadena CA 91030

Each party shall have the right to designate a different address within the United States of America, and the City may update the name of the individual serving in the position of the City's Community Services Director by the giving of notice to the other party in conformity with this Article.

32.5 <u>Governing Law: Partial Invalidity</u>. This Agreement and the rights and liabilities of the parties to the Agreement shall be governed by the laws of the State of California.

32.6 If any Party to this Agreement brings a lawsuit to enforce or interpret this Agreement, the lawsuit shall be filed in the Superior Court for the County of Los Angeles, California.

32.7 Severability If any term or provision of this Agreement or application of the Agreement to any person or circumstance shall to any extent be invalid or unenforceable, 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 invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

32.8 <u>Leasehold Mortgages</u>. Operator shall have no right, at any time, to subject all or a portion of Operator's interest under this Agreement to one or more mortgages, deeds of trust or like instruments ("Leasehold Mortgages").

32.9 <u>Holding Over</u>. If Operator does not vacate the Premises upon the expiration or earlier termination of the Agreement, Operator's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all the terms of this Agreement applicable to a month- to-month tenancy.

32.10 Estoppel Certificates. Upon City's or Operator's written request, the other party shall execute, acknowledge and deliver to the requesting party, a written statement certifying: (a) that none of the terms or provisions of this Agreement have changed (or if they have been changed, stating how they have been changed); (b) that this Agreement has not been cancelled or terminated; (c) the last date of payment of the License Fee and other charges and the time period covered by such payments; and (d) that the other party is not, to the best of-the certifying party's knowledge, in default under this Agreement (or, if the other party is claimed to be in default, stating why). Such party shall deliver such statement to the requesting party within ten (10) days after the requesting party's request. Any such statement may be given by the requesting party to any prospective purchaser or encumbrancer of City or Operator's interest in this Agreement.

32.11 <u>Captions</u>. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

32.12 <u>Exhibits</u>. The Exhibits referred to below and attached to this Agreement are incorporated herein as if set forth in full:

a) Exhibit "A" - Legal Description of Real Property

32.13 <u>Further Assurances</u>. City and Operator agree that at any time or from time-to-time after the execution of this Agreement, they shall, upon request of the other, execute and deliver such further documents and do such further acts and things as may be reasonable requested in order to fully effect the purpose of this Agreement.

32.14 <u>No Joint Venture</u>. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, a partnership or joint ventures between City and Operator. It is understood and agreed that neither any provisions contained in this Agreement nor any acts of City or Operator shall be deemed to create any relationship between City and Operator other than the relationship of Licensor and Licensee.

32.15 <u>No Interpretation Against Draftsman</u>. City and Operator hereby agree that no provision of this Agreement shall be construed against either Operator or City on the basis that the provision was drafted by such party or such party's counsel.

32.16 <u>Counterparts.</u> This License Agreement may be executed in counterparts and, as so executed, shall constitute an agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties and/or their designated representatives do not appear on the same page. This License Agreement may be transmitted by email and the reproduction of signatures by email, pdf or other electronic means will be treated as binding as if originals. Any assembly of this License Agreement with such signatures shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first s				
forth above.				
	South Pasadena Batting Cages, LLC			
Dated				
	Name: Arthur Becerra Title: Manager			
Dated	Name: Melina Becerra			
	Title: Manager			
City of South Pasadena				
Dated	Name: Arminé Chaparyan, City Manager Title: City Manager			
Attest				
Dated	Name: Mark Perez, Title: Deputy City Clerk			
Approved as to Form				
Dated	Name: Andrew L. Jared			
	Title: City Attorney			

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City Council Agenda Report

ITEM NO. 8

DATE:March 15, 2023FROM:Arminé Chaparyan, City ManagerPREPARED BY:Luis Frausto, Management Services DirectorSUBJECT:Amendment to Professional Services Agreement with Robert
Half International Inc., for Temporary Staffing Services in an
Amount Not-to-Exceed \$150,000

Recommendation

It is recommended that the City Council:

- 1. Authorize the City Manager, or designee, to execute all documents necessary to amend the Professional Services Agreement with Robert Half International Inc. for temporary staffing services, to increase the contract amount by \$150,000, and extend the contract term through June 30, 2024;
- 2. Appropriate \$150,000 to Professional Services Permanent Account 101-2030-2034-8170-000 from General Fund Reserves to fund the amendment.

Background

City Council approval is requested to amend the Professional Services Agreement (PSA) with Robert Half International Inc. (Robert Half) to continue temporary staffing services in various departments within the City. In October 2022, the City Council approved a PSA with Robert Half to provide temporary staffing services for various departments throughout the city. The need for temporary staffing services by Robert Half continues to be critical in support of the backlog of work and high workload. The City's Human Resources Division is actively working to fill vacant positions and address employee turnover. Currently, the City has temporary staff assigned to Human Resources, City Clerk's Office, and the Fire Department to fill in for vacant positions critical to each department's operation.

Since the agreement was approved by the City Council, the use of Robert Half has expanded to include the Fire Department. The Public Works Department is also bringing on temporary staff to fill a critical supervisor vacancy that has not been filled due to meet and confer obligations. The approval of this amendment will allow the City to continue receiving temporary staffing services in the various departments that are currently recruiting for vacant positions. Amendment to Professional Services Agreement with Robert Half March 15, 2023 Page 2 of 3

Analysis

As of March 2023, the City has incurred approximately \$78,000 for services rendered by Robert Half for temporary staffing. The need for temporary staff assignments is anticipated to be needed for several more months. As the City continues to update, modernize, and facilitate more efficient services for residents, it is anticipated that additional temporary staff may be necessary to cover critical vacancies while recruitment efforts continue. Based on preliminary projections, staff recommends amending the agreement to add \$150,000 and extending the term through June 30, 2024, to allow for the City to complete the backlog and recruit for vacant positions that temporary assignments are filling.

Overview of Temporary Staff Assignments

Human Resources Division: Human Resources is using temporary staff to assist with a backlog of work, assist in process and procedural updates, recruitment efforts, and employer branding efforts to attract top-qualified candidates. With the recent critical vacancies within the Division, additional temporary staffing was acquired to assist in filling the immediate need, assisting with the backlog of work, and allowing for operations to continue seamlessly as the division actively works on recruitments to fill the vacant positions within the department, and throughout the other city departments as well. Simultaneously, the Human Resources Division is diligently working on employee engagement efforts to boost employee morale, provide a positive experience in the workplace, and increase efficiencies to serve our residents better.

Fire Department: Fire has experienced turnover in staffing and currently has a temporary staff person from Robert Half assisting the Fire Chief with administrative functions within the department. The recruitment for the vacant position is underway. This temporary staffing assignment is critical to the department to ensure administrative operations continue uninterrupted and that there are no adverse impacts on services to the community.

Finance Department: Finance acquired temporary staffing through Robert Half to assist with bank reconciliations, expedite year-end accounting work in preparation for the audit process, and assist in implementing procedural and process updates that temporary staffing assignment has now been completed, and the Department no longer utilizes Robert Half for temporary staffing services. Due to the services received, the Department was able to make significant strides in the backlog and allowed the administration the ability and time to recommend and implement an updated Purchasing Policy for the City.

Fiscal Impact

The requested amendment will extend the term of the contract through June 30, 2024. The total contract amount will increase by \$150,000 for a total contract amount not to exceed \$250,000. This contract amount will be offset by salary savings from vacant

Amendment to Professional Services Agreement with Robert Half March 15, 2023 Page 3 of 3

positions citywide. Each department will be responsible for the payment of services rendered and managing the expenditures within their budgets.

Attachments:

- 1. Proposed Amendment to Professional Services Agreement with Robert Half Inc.
- 2. Professional Services Agreement with Robert Half International Inc. from June 20, 2022

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ATTACHMENT 1

Proposed Amendment to Professional Services Agreement with Robert Half International Inc.

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AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING SERVICES

THIS AMENDMENT ("Amendment") is made on this 15th day of March 2023, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT").

RECITALS

WHEREAS, on October 19, 2022, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform TEMPORARY STAFFING services for the City; and

WHEREAS, the original Agreement was in the amount of \$100,000, for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to extend the termination date of the Agreement to June 30, 2024, in an amount not to exceed \$150,000. The aggregate total of Agreement and this Amendments is a sum total of \$250,000; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:

"Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Two-Hundred Fifty Thousand Dollars (\$250,000).

 That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:
 "Termination Date": hung 20, 2024

"Termination Date": June 30, 2024

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

"City" City of South Pasadena

"Consultant" Robert Half International Inc.

By:	By:
Signature	Signature
Printed: Arminé Chaparyan	Printed: Chriz Garza
Title: City Manager	Title: Senior Vice President
Date:	Date:

Attest:

By: Mark Perez , Deputy City Clerk

Date:_____

Approved as to form:

By:_____ Andrew L. Jared, City Attorney

Date:_____

ATTACHMENT 2

Professional Services Agreement with Robert Half International Inc.

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PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING SERVICES

(City of South Pasadena /Robert Half International Inc.)

1. **IDENTIFICATION**

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: municipal professional office staffing.
- 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": Temporary Staffing Services as discussed in Exhibit A. Individual assignments to be made through engagement letters executed by Agreement Administrator and Consultant's project administrator, consistent with the terms of this Agreement.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Belinda Varela, Human Resources and Risk Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

Professional Services Agreement – Consultant Services Page 1 of 22

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One-Hundred- Thousand Dollars (\$100,000).
- 3.5. "Commencement Date": June 20, 2022
- 3.6. "Termination Date": December 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. City and Consultant may extend the Term in a writing executed by City and Consultant. No engagement letter shall be valid beyond the Termination date or valid extension thereof.

5. CONSULTANT'S DUTIES

- 5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All personnel engaged in the work shall be qualified to perform such services. Chris Garza, Senior Vice President of Robert Half International Inc. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents

8 - 13

shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement. This audit provision shall not apply to confidential information, including but not limited to, Consultant's Assigned Individual's personnel files or the remuneration paid by Consultant to its Assigned Individuals and subcontractors.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. [Intentionally Omitted]

6.4. **Compensation for Subcontractors.** Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule set for in Exhibit B as full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

Professional Services Agreement – Consultant Services Page 4 of 22

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

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Professional Services Agreement – Consultant Services

Page 5 of 22

Approved For Use 11/15/16

Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for, or have any duty of defense or indemnification with respect to any acts or omissions of City.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other non-employee of Consultant or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VIII- showing. The Certificate of Insurance must include the following reference: Temporary Staffing Services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.

12.3. **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:	\$2,000,000	
	Products Comp/Op Aggregate	\$2,000,000	
	• Personal & Advertising Injury	\$2,000,000	
	Each Occurrence	\$2,000,000	
	• Fire Damage (any one fire)	\$ 100,000	
	• Medical Expense (any 1 person)	\$ 10,000	
•	Workers' Compensation:		
	Workers' Compensation	Statutory Limits	
	• EL Each Accident	\$1,000,000	
	• EL Disease - Policy Limit	\$1,000,000	
	• EL Disease - Each Employee	\$1,000,000	
•	Automobile Liability		
	5		

• Any vehicle, combined single limit \$1,000,000

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

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

Professional Services Agreement – Consultant Services Page 8 of 22

- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claimsmade basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

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Professional Services Agreement – Consultant Services
Page 9 of 22
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Approved For Use 11/15/16

8 - 19

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: Belinda Varela, 1414 Mission Street South Pasadena, CA 91030.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

If to Consultant

Belinda Varela	Robert Half International Inc.
Human Resources and Risk Manager	Attn Chris Garza
City of South Pasadena	790 E. Colorado Blvd Suite 800
1414 Mission Street	Pasadena, CA 91101
South Pasadena, CA 91030	Telephone: (626) 463-2030
Telephone: (626) 403-7312	Facsimile: (626) 683-1217
Facsimile: (626) 403-7241	
With courtesy copy to:	With a copy to:
With courtesy copy to:	With a copy to:
With courtesy copy to: Andrew Jared	With a copy to: Robert Half International Inc.
Andrew Jared	Robert Half International Inc.
Andrew Jared South Pasadena City Attorney	Robert Half International Inc. Attn Client Contracts Dept.

15. SURVIVING COVENANTS

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data,

Professional Services Agreement – Consultant Services Page 11 of 22

Approved For Use 11/15/16

documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid for all hours worked and satisfactorily performed prior to the effective date of termination and any conversion fees. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

Professional Services Agreement – Consultant Services

Page 12 of 22

unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- Confidentiality. All data, documents, discussion, or other information developed or 18.1. 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. Confidential information shall not include (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information based on a valid request for public records pursuant to the California Public Records Act, by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement. City agrees to hold in confidence the social security number and other legally protected personal information, and City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written

consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

[SIGNATURES ON NEXT PAGE]

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	Robert Half International Inc. ^{EOE}
By: Signature	By: Signature
Printed: Arminé Chaparyan	Printed: Chris Garza
Title: City Manager	Title: Senior Vice President
Date:	10/20/2022 Date:

Attest:

By: Desiree Jimenez, CMC Chief City Clerk 10/25/2022 Date:

Approved as to form:

EXHIBIT A: SCOPE OF SERVICES

Consultant shall provide City with temporary staffing services.

Consultant's employees that are temporary assigned to City to provide services shall be referred to herein as Assigned Individuals"

In order to request Consultant provide City services, City will provide Consultant with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the services needed in reasonable detail. Consultant will promptly reply to such request, cooperate with City regarding identifying a suitable Assigned Individual and indicate whether Consultant will or will not provide the requested Services. If Consultant elects to provide the requested services, send City a writing with the Assigned Individual's name, role, bill rate, overtime rate, and start date ("engagement letter", See form at Exhibit C).

The maximum length of any assignment with the City will be three year fiscal years unless the Assigned Individual is a CalPERS annuitant in which case the maximum length will be 960 hours per fiscal year.

Nothing in this Agreement shall obligate any Robert Half International Inc. branch office, other than the branch office located in Pasadena, California to perform services for City under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half International Inc. shall be responsible for any liability or claim arising out of the performance of the services under the terms of this Agreement.

Consultant shall be the employer of all Assigned Individuals, and shall perform or be responsible for the following:

- a) Recruiting, screening, interviewing and hiring employees in accordance with all applicable state and federal laws;
- b) Establishing, calculating, paying wages and overtime, and providing any benefits to employees that Robert half offers to them;
- c) Paying or withholding all required payroll taxes and insurance premiums for programs that an employer is required by law to provide to its employees;
- d) Providing workers' compensation benefits or coverage for its employees in amounts at least equal to what is required by law;
- e) Fulfilling the employer's obligations for unemployment compensation;
- f) Making legally required employment law disclosures (wage-hour posters, etc.) to its employees;
- g) Exercising human resources (i.e., non-operational) supervision of its employees (i.e., orienting, reassigning, counseling, disciplining, and discharging employees in accordance with the law);
- h) Maintaining personnel and payroll records; and

Professional Services Agreement – Consultant Services

Page 17 of 22

Approved For Use 11/15/16

i) Requiring its employees to acknowledge that they will have no right to participate in any employee benefit plans of Client.

If City requires Consultant to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Consultant's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals:

- i. to perform services outside of the scope of Assigned Individual's assignment;
- ii. to sign contracts or statements (including SEC documents);
- iii. to make any management decisions;
- iv. to make any final decisions regarding system design, software development or the acquisition of hardware or software;
- v. to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables;
- vi. to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual;
- vii. to operate machinery (other than office machines) or automotive equipment.

City may request that Consultant permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Consultant's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Consultant shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, City must not permit Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Consultant (including, but not limited to, any virtual desktop infrastructure solution). City agrees that Consultant shall not be liable for any loss, damage,

Professional Services Agreement – Consultant Services Page 18 of 22 expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Since Consultant is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Consultant or on City's behalf regarding financial statements; (b) to sign the name of Consultant on any document; or (c) to sign their own names on financial statements or tax returns.

Assigned Individuals shall obey and follow all personnel rules and regulations required of employees of the City.

EXHIBIT B – COMPENSATION

Hourly rates for all assignments shall be stated in the engagement letter for such Assigned Individual for such assignment. No compensation is contemplated to Contractor outside of the rates stated for the hours worked for Assigned Individuals or as otherwise stated in this Exhibit B.

Notwithstanding section 7.6 of the Agreement, Consultant guarantees City's satisfaction with Consultant's Assigned Individual's services by extending to City an eight (8) hour guarantee period. If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Consultant will not charge for the first eight (8) hours worked, provided Consultant is allowed to replace the Assigned Individual. Unless City contacts Consultant before the end of the guarantee period, City agrees that Consultant's Assigned Individual is satisfactory for purposes of this guarantee. At any time during the engagement, the City may request that an Assigned Individual be released from engagement by the City and request that a different individual be assigned, pursuant to a renewed engagement request and new engagement letter.

The Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Assigned Individual shall transmit such time sheet or electronic time record to Consultant. Consultant will bill City monthly for the total hours worked. Consultant's invoices are due within 30 days of receipt, including applicable sales and service taxes all of which are payable by City.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Consultant may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Consultant, and such fee is identified in the engagement letter.

Consultant may also increase Consultant's rates to reflect increases in Consultant's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs; such increase shall be indicated in an engagement letter reflecting such increase. Any increase in rates will be prospective, starting as of the effective date Consultant specifies in the engagement letter.

Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Maximum Amount has been attained (even if Consultant continued to provide services after the Maximum Amount was reached).

In the event City wishes to convert any of Consultant's Assigned Individuals from the administrative & customer support contract talent or finance & accounting contract talent practice groups, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on the number of hours billed and paid. City agrees to pay a conversion fee if Consultant's Assigned Individual is hired by an affiliate or other related business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Consultant's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

Hours Billed and Paid	Conversion Fee
0 to 160 hours	30%
161 hours to 320 hours	20%
321 hours to 640 hours	15%
641 hours or more	10%

Consultant's employees from the finance & accounting full-time contract talent practice group ("Full-Time Contract Talent") are full-time, salaried employees of Consultant, and clients are discouraged from directly hiring Consultant Full-Time Contract Talents. City agrees to seek Consultant's permission before City hires Consultant's Full-Time Contract Talent. City also agrees to pay a conversion fee if City hires Consultant's Full-Time Contract Talent, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. City also agrees to pay a conversion fee if Consultant's Full-Time Contract Talent assigned to City is hired by (i) a subsidiary or other related company or business as a result of City's referral of Consultant's Full-Time Contract Talent to that company or (ii) one of City's customers as a result of Consultant's Full-Time Contract Talent providing services to that customer. The conversion fee will equal 50% of the Full-Time Contract Talent's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon City's hiring of Consultant's Full-Time Contract Talent, and payment is due upon receipt of this invoice. The same calculation will be used if City converts Consultant's Full-Time Contract Talent on a part-time basis using the full-time equivalent salary.

Exhibit C

"Form Engagement Letter"

Date:

To: Belinda Varela

City of South Pasadena

From: Chris Garza

Robert Half International Inc.

Re: Engagement Letter No.

(Pursuant to Agreement with City Of South Pasadena dated June 20, 2022)

This letter shall serve as the response by Robert Half International (RHI) to the request by City for assignment of Assigned Individuals, made by ______ (City personnel requesting) on ______ (date request made) for RHI personnel to perform the following services ______ (describe requested services).

RHI is providing the following Assigned Individual(s) in response to such request:

Name	Role	Bill Rate	Overtime Rate	Start Date

All terms and conditions of the Professional Services Agreement between RHI and the City of South Pasadena dated June 20, 2022 shall apply. This engagement letter shall not amend any terms or conditions of that Agreement.

Signed,

Chris Garza

Accepted:

Belinda Varela

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SUBJECT:	Authorization to Enter into Agreements with Microsoft, CDW Government, and Acorn Technology Services for the Subscription Purchase of Microsoft Office 365 Licenses
PREPARED BY:	Luis Frausto, Director of Management Services Alma Medina, Senior Management Analyst
FROM:	Arminé Chaparyan, City Manager DVM for AC
DATE:	March 15, 2023

Recommendation

It is recommended that the City Council:

- Authorize the City Manager, or designee, to enter into agreements with Acorn Technology Services, Microsoft, and CDW Government, LLC, in an amount not to exceed \$87,402, for the licensing, implementation, and migration support of Microsoft Office 365, inclusive of a ten percent contingency in the amount of \$7,946; and,
- Transfer \$87,402 in State and Local Fiscal Recovery Funds from Account No. 101-3010-3041-8020 (Finance- Special Department Expense) to Account No. 206-2030-2032-8170-000 (Management Services Information Technology-Professional Services) to fully fund the licensing, implementation, and migration support to Office 365.

Background

In Fiscal Year 2022-2023, the City Council allocated funds to migrate the current email platform to Microsoft Office 365 (Office 365) in preparation for the end-of-life of one of fifteen existing Microsoft Exchange 2012 servers. Because our current email system server will no longer be supported by Microsoft beginning in March 2023, and Microsoft will no longer be releasing security updates for the platform, it is important to migrate to the latest cloud-based technology. Cloud-based technology does not require on-premises (physical) hardware to operate except for backup purposes.

Currently, the City of South Pasadena uses an on-premises system for email, calendaring, and contact management system that relies on Microsoft Exchange 2012 to operate on the server side. For Office productivity software (i.e., word processing, spreadsheets, presentations), the City uses a mix of Microsoft Office 2016 and 2019 single-person licenses that do not have upgrade rights.

Microsoft Office 365 March 15, 2023 Page 2 of 4

Analysis

As the City's primary collaboration tool is coming to its end of useful life, the timely implementation of Office 365 is important to the City's operation and to modernize and improve the overall efficiency and effectiveness of the City's electronic communications, with a model that will help ensure the systems remain current and modern over time while dramatically improving collaboration and productivity. Once the current email system stops being supported by Microsoft, the system will no longer receive critical updates and patches, leaving the City with an aged system that could potentially expose the city to an enhanced level of risk, particularly around cybersecurity issues, which may negatively impact the City's ability to conduct business.

Procurement and Licensing

The City intends to acquire licensing subscriptions for Microsoft Office 365 Government through CDW Government. CDW Government is an approved Licensing Solution Provider through Microsoft and is approved to offer special pricing available through the County of Riverside's Microsoft Master Agreement to other agencies. The benefit of going through an approved Licensing Solution Provider, like CDW Government, instead of acquiring our licenses directly from Microsoft is that we can reap the benefits of better pricing through CDW Government's status as an approved provider of County of Riverside pricing. This procurement model is common, and over 900 government agencies utilize the existing County of Riverside Microsoft Master Agreement through approved vendors, like CDW Government.

South Pasadena Municipal Code Section 2.99-29 and the City's Purchasing Policy provides an alternative procurement method by permitting the City to obtain goods and/or services without competitive bidding if it is in the best interest of the city, or from a vendor who offers the same or better price, terms, and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency.

Through analysis, it was determined that the most cost-effective approach was to purchase different license types, depending on the needs of each user. Not all staff need a full license, as they do not require the extensive suite of services offered in a full subscription. In some cases, staff only require access to email, without the need for Microsoft Office productivity software or access to other features. Email-only licenses are less expensive, and the tentative project plan includes some of these email-only licenses.

Implementation

Since 2015, the City has contracted with Acorn Technology Services (Acorn) to provide full-service technology management services. Acorn is working closely with the City to advance the City's technology goals, improve network security, and provide technical expertise in the implementation and upgrade of city systems.

Microsoft Office 365 March 15, 2023 Page 3 of 4

Acorn is ready to assist the city in migrating to Office 365 immediately. City staff has been working extensively with Acorn in planning this transition and performing data clean-up efforts required for conversion to Office 365. The purchase of the required subscription licenses is the next step to move this project forward. Acorn is well-positioned to assist in the migration of Office 365 and has successfully assisted other clients with a similar migration.

The migration to Office 365 is expected to be complete in approximately three months over several phases. The rollout of Microsoft Teams and SharePoint will not be included in the initial phase of migration to prioritize the migration of the email system and Office productivity software first. As part of the migration, the cost to upgrade the existing server to Exchange Server 2019 is included as part of our agreement with Microsoft to transition to Office 365.

<u>Benefits</u>

Upgrading from Exchange 2012 to Microsoft's Government Cloud with Office 365 offers Staff multiple benefits. The largest benefit is the higher-level security from Microsoft, as the City's current exchange server will no longer be provided security patch updates by Microsoft. Furthermore, the implementation shall increase collaboration among Staff, offering programs such as SharePoint and One Drive, allowing employees to connect with documents, information, people, and projects more seamlessly and allowing them the tools to perform their jobs more efficiently. Microsoft Teams would be a new collaboration tool that will help increase efficiency in business communication by leveraging technology for internal conversations and file management. These applications offer an opportunity for departments to streamline and automate key critical processes by making it easy to transmit data, track information, manage documents, and work on group projects among assigned personnel. Office 365 also eliminates prevalent version control issues when storing files on a traditional server or file share. Finally, migrating to Office 365 increases the redundancy of critical documents by having them backed up in a secure government cloud.

Additional benefits of the purchase of Microsoft Office 365 subscriptions include:

- Access to electronic mail and Office files (e.g., Word, Excel, PowerPoint) from anywhere on any authorized device in a secure way
- Access to calendars, resources, meetings, and video conferences from anywhere on any authorized device
- Office 365 can be used to collaborate with others from any location on documents or spreadsheets.
- Office 365 allows staff to utilize "Teams" (an application included with Office 365). Microsoft Teams has proven to be a great collaboration tool. It acts as a one-stop shop for most basic tools by providing a chat function for internal collaboration, document storage, content planning, calendar, meeting planning, messages, calls, and more. This will be implemented in the second phase of the implementation of Office 365.

Microsoft Office 365 March 15, 2023 Page 4 of 4

<u>Alternative</u>

Staff explored alternative collaboration tools. Google Workspace is the main competitor to Microsoft Office 365. After careful review, staff found that Office 365 was by far the most common productivity suite used by most other government agencies, including the state of California. Most cities have implemented or are in the process of implementing Office 365. Having the same platform helps facilitate collaboration and makes sharing files and information easier for staff and the community. The biggest difference between Microsoft Office 365 and Google Workplace is that Google Workspace applications are solely cloud-based, meaning there is no software download option.

Next Steps

If approved by the City Council, the Management Services Department will request a Change Order from Acorn Technology Services that will include the purchase of the Office 365 licenses (\$53,306) and the implementation and conversion costs (\$26,150). A Change Order is the mechanism the City uses to purchase additional goods and services beyond the items covered in the City's standard Professional Services Agreement with Acorn Technology Services. In this case, because the Change Order would be in an amount over the City Manager's authority, City Council approval is required.

Upcoming Technology Needs

Over the last six months, the City has been working closely with Acorn to analyze the technology infrastructure and identify upcoming needs as part of the process of developing a Technology Master Plan. Although this transition to Office 365 will address upgrading one of the 15 end-of-life servers, the City will need to replace 14 more at the beginning of the next fiscal year. Preliminary estimates to complete the server-to-server migration to cloud-based Azure servers will cost an estimated \$75,750 for the first year and \$11,750 monthly thereafter. The goal would be to budget this and other city technology needs through the budget process.

Fiscal Impact

The initial cost to migrate to Office 365 is \$87,402, which includes the first-year licensing cost of \$53,306, the one-time conversion cost of \$26,150, and a ten percent contingency of \$7,946. Funds for this project have been appropriated within the General Fund in Account No. 101-3010-3041-8020 (Finance- Special Department Expense). The funds totaling \$174,804 will need to be transferred to State and Local Fiscal Recovery Funds (SLFRF) in Account No. 206-2030-2032-8170-000 (Management Services Information Technology- Professional Services) to fund the implementation of this project. City Council previously approved the use of the SLFRF funds for technology improvements during their budget discussions in June 2022. Moving forward, the annual costs associated with Office 365 will be budgeted from the General Fund accordingly.



City Council Agenda Report

DATE:	March 15, 2023
FROM:	Arminé Chaparyan, City Manager AC
PREPARED BY:	Tamara Binns, Assistant to the City Manager
SUBJECT:	Approval of Third Quarter 2021-2026 Strategic Plan Update

Recommendation

It is recommended that the City Council approve the Third Quarter 2021-2026 Strategic Plan update.

Background

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

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

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

The Second Quarter Strategic Plan update was reviewed and approved by the City Council on October 19, 2022.

Analysis

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

Third Quarter 2021-2026 Strategic Plan Update March 15, 2023 Page 2 of 4

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

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

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

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

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

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

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

- Submission of the Fifth Draft of Housing Element on March 13, 2023;
- Hosted Community Meetings regarding the Housing Element:
 - November 11, 2022 City Council & Planning Commission Joint Meeting
 - February 1, 2023 City Council Meeting
 - February 9, 2023 Community Meeting
 - February 15, 2023 City Council & Planning Commission Joint Meeting
 - February 28, 2023 Business Networking Breakfast Meeting

Third Quarter 2021-2026 Strategic Plan Update March 15, 2023 Page 3 of 4

- Hosted Community Meetings on Caltrans Surplus Properties:
 - November 3, 2022 Community Meeting
 - November 21, 2022 Neighborhood Meeting and Walk
 - December 14, 2022 Neighborhood Meeting
 - o January 26, 2023 Ad Hoc Meeting and Open House
 - February 16, 2023 Community Meeting
- Hiring of Transportation Manager for Public Works;
- Launched Social Services Resource Guide February 16, 2023;
- Launched City Attorney Request for Proposal February 24, 2023;
- Launched San Gabriel Valley Economic Partnership (SGVEP) Economic Development Committee, Co-chaired by City Manager Arminé Chaparyan;
- Adoption of Emergency Operation Plan along with an Earthquake Annex and a Heat Emergency Annex on December 7, 2022;
- Second Reading and Adoption of the 2022 Fire Code on November 16, 2022;
- Adoption of 2022 Sewer System Management Plan on November 16, 2022;
- Second Reading and Adoption of Finance Policies and Procedures December 7, 2022;
- Adoption and Approval of the City Investment Policy for 2022-2023 on November 2, 2022;
- Launched, completed, and presented Finance Department Status Report and Operational Assessment;
- Second Reading and Adoption amending Municipal Zoning Code Chapter 36 on February 1, 2023;
- Adoption of Urgency and Second Reading of Building Code to Modify Chapter 9, Articles I and II December 7, 2022;
- Continuing enhancement employer branding through LinkedIn and other career events;
- Hosted Third Quarterly Business Networking Event on February 28, 2023;
- Launched Citywide Quarterly Newsletter;
- Developing Senior Citizen Resource Guide;
- Awarded contract to Raftelis and launched Police Department Organizational Assessment on January 18, 2023; and
- Awarded contract to Catalyst Consulting and launched Community Services Department Assessment;
- Approved City Electrification and Police Fleet Conversion Project September 21, 2022; and
- Update on Citywide and Police Department Fleet electrification March 1, 2023;

Next Steps

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

Third Quarter 2021-2026 Strategic Plan Update March 15, 2023 Page 4 of 4

Fiscal Impact

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

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

ATTACHMENT

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

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



VISION STATEMENT

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

1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future

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Task	Action Item	Target Date	Department	Status
1a. Long Range Financial Plan	Complete Indirect Cost Allocation Plan to increase potential reimbursement for staff time on grants and special fund projects.	FY 22-23	Finance	Considering potential costing plan in early FY 2023-2024.
1b. Reduce CalPERS unfunded liability	Explore and recommend options to reduce CalPERS and Other Post-Employement Benefits (OPE) liability.	FY 21-22	Finance	Completed. City Council has moved to use the Cell Tower revenue (\$4.3M) as well as \$1M in General Fund reserves to pay down the CalPERS liability by \$4.29M and setting up an OPEB trust through CalPERS (called CERBT) in the amount of \$1.125M. Finance will continue to find other ways to fund liability and continue discussions with Finance Commission and City Council.
1c. Financial policies	Develop comprehensive Finance Department Policies and Procedures manual.	FY 21-22	Finance	Completed. Finance Purchasing Ordinance presented to Council December 7, 2022 and approved.
1d. Business License Tax	Research and recommend update to business license tax, business classifications and tax rates.	FY 22-23	Finance	In progress. Anticipated timelines early FY 2023-2024.
1e. Library Parcel Tax	Library Parcel Tax Renewal	FY 22-23	Finance/Library	Voters approved the extension of the Library Special Tax on November 8, 2022, with 9,357 people (or 86.65%) voting in favor. The Tax was renewed to remain in effect until repealed by the electorate.

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

Task	Action Item	Target Date	Department	Status
2a. Technology Upgrade	Recommend permit software & funding for building and planning to track permits online and streamline approval processes.	FY 21-22 FY 22-23	Community Development (CD)	\$160,000 grant received from the State. Request for Proposal (RFP) was released in Spring 2022. City Council awarded a contract on December 7, 2022. City staff and the consultant kicked-off the project in January 2023.
2b. Economic Development Program	 Develop and Launch Economic Program City Branding and Marketing Plan New City website New Economic Development (ED) website Ombudsman services develop a Guide on 'How to Do Business in the City' Launch of Citywide App 	FY 22-23	City Manager's Office	Business Concierge Program has launched, including Business Visitation and Business Review Programs, as well as ombudsman service. The new City website and Economic Development sub-site budgeted for in FY 2022-2023. New Website Request for Proposal (RFP) will be released in March 2023. City hosted three Business Networking Events, and lauched three Citywide Quarterly Newsletters. The City App South Pas Mobile has been created and launched in Fall 2022. Guide to Doing Business was developed and launched in Fall 2022.
2c. Economic Development Plan	 Produce a permit application guide to help streamline application process. Included as part of the Guide to Doing Business 	FY 22-23	City Manager's Office/ Community Development	To date Applicant Handbooks have been updated for the Design Review Board & Cultural Heritage Commission. The Planning Commission Handbook is still in progress.

2d. Redevelopment of Recreational Facilities	Evaluate redevelopment opportunities of recreational facilities in the Arroyo, including seeking restaurant operator at golf course.	FY 22-23	Community Services	Batting Cage Agreement approval and iTennis agreement extension approval March 15, 2023 Market Support & Financial Analysis Report recommended by the Ad Hoc Committee to be presented to City Council. Staff working on scheduling a possible study session before the end of FY 2022-2023.
2e. Parking Policy	Create comprehensive parking policy for the City.	FY 22-23	Public Works/ Community Development	Planned to begin once the General Plan (GP) and Downtown Specific Plan (DTSP). Community Development's work will focus on parking policy for commercial areas within the City, while Public Works will focus on residential areas.

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

Task	Action Item	Target Date	Department	Status
3a. Seismic Regulations	Contract with consultant to complete inventory of Soft Story buildings in preparation for consideration of future regulations.	FY 22-23	Community Development	Soft story inventory is being done inhouse by part-time Community Improvement Coordinator who began employment with City February 2023. Inventory is expected to be completed by June 30, 2023.
3b. Crisis Comm. Systems	 Promote crisis communication systems. City applied for and was granted licensing to conduct Wireless Emergency Alerting (WEA). Creating trainings and workflow 	Ongoing	Fire/Police	Blackboard Connect was renewed with an updated platform. Nixle is maintained by PD dispatch. Received authorization from FEMA to utilize WEA alerts as needed.
3c. Local Emergency Partnerships	Prepare needs analysis & implementation schedule to address gaps in disaster coverage and seek appropriate contracts. Renew the city's Emergency Operations Plan (EOP) and Local Hazard Mitigation Plan (LHMP). Obtain Planet Bid for establishing contracts with vendors during a disaster.	FY 22-23	Fire/Police	The funding for the LHMP consultant, R.E. Patterson, was approved May 4, 2022 by Council. The process will take approximately one year, with the approval by FEMA and Office of Emergency Services (OES) tentatively scheduled for June 2023, and adoption by Council by July 1 of 2023. The updated EOP was approved by the City Council on February 15, 2023.
3d. Emergency Preparedness	Initiate regular Emergency Operations Center (EOC) training for Department Directors and staff. Training will be provided during the renewals of the EOP and LHMP.	FY 22-23	Fire/Police	The EOP was approved by the City Council on February 15, 2023. Department Directors are engaged in active training. Executive Team Training continues on a monthly basis during regularly scheduled staff meetings. In addition, all City staff

				have participated in the 2022 Great Shake Out as well as various safety drills. A comprehensive city-wide EOC drill is tentatively scheduled for November 2023.
3e. Wildfire Mitigation	Work with SGVCOG and apply for grants on wildfire mitigation on city-owned vacant lots. Research alternative methods of controlling/mitigating hazardous vegetation in the City's high hazard brush area.	FY 22-23	Fire	Fire Department staff continues to monitor hazardous fuel growth in the high hazard hill area and work with property owners and Public Works to mitigate the threat. Staff actively participates in regional discussions that seek grant funding for hazardous vegetation management.
3f. Public Safety Assessments (3f now updated to Public Safety Assessments)	 Police Department Assessment Fire Department Assessment 	FY 21-22 FY 22-23	Police and Fire	PD Assessment: Raftelis, a municipal consulting company was selected through an Request for Proposal (RFP) process and Community Working Group to conduct the Police Department Assessment. Police Department staff have meet with the Raftelis team, provided statistical data, and in-person interviews are currently in process as of March 2023. Fire Department Assesment: Fire Department is preparing RFP and anticipate releasing it in 2023.

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

Task	Action Item	Target Date	Department	Status
4a. Renewable Energy	Implement Climate Action Plan for environmental initiatives. Roll out electric leaf blower program (FY22-23)	FY 21-22 through FY 25-26	Public Works	Staff is implementing the scheduled outreach plan, including digital and print marketing, utility bill mailings to residents and businesses, and community events/demonstrations. An informative mailing was provided to all utility and trash customers, and an event was held in February promoting the California CORE incentive program. Code enforcement officer capacity is being added to implement the enforcement program.
4b. Water Resources	Implement Integrated Water Resources Plan to address ongoing aging infrastructure challenges, operational and supply sources, financial strategies, and a drought proof City.	FY 21-22 through FY 25-26	Public Works	State of Water presented to Council April 27, 2022. Public Works is finalizing comments with the consultant and is planning to bring the item to Council in May 2023 for adoption.
4c. Pocket Parks	Award design contract and break ground on Berkshire & Grevelia pocket park project.	FY 22-23	Community Services	Construction plans are being finalized with Southern California Edison for a new electrical service to the park. A construction bid package is being created by the consultant and will be facilitated by Community Services and Public Works.
4d. Transportation and Mobility Projects	Contract technical team in anticipation of Transportation Demand Management (TDM) and Transportation System Management (TSM) alternative.	FY 22-23	Public Works	Public Works is executing on-call contracts with multiple transportation consultants.The Measure M Metro Active Transportation (MAT) Funding

7

				agreement has been executed, and Measure R Mobility Improvement Projects (MIP) funding program is under review.
4e. Capital Improvement Program	Bring forward a comprehensive Capital Improvement Plan (CIP).	FY 21-22	Public Works	The CIP was adopted in FY 2022-2023 Budget, and will be updated in June 2023 with the FY 2023-2024 Budget adoption.
4f. Mobility Master Plan	Update mobility master plan, with consideration for bike lanes, mobility, walkability, and neighborhood traffic management.	FY 22-23	Public Works	The Council-adopted 2011 Bicycle Master Plan was reviewed with the Mobility & Transportation Infrastructure Commission. An update is planned for FY 2023-2024.
4g. Traffic Management	Neighborhood Traffic management Policy Adoption and Implementation.	FY 22-23	Public Works	City Council adoption planned for FY 2023-2024.
4h. Facilities Assessment	Conduct assessment of city facilities to determine repair costs for municipal buildings and costs for enhanced security measures and space planning.	FY 22-23	Public Works/ Mgmt Svcs/ Community Development	An assessment and security enhancement design is in progress for City Hall through a Public Works on-call contractor. The task order will be brought to Council for approval in April 2023. In addition, a facility assessment and inspection of the Library is underway and will be completed in March 2023 and will provide corrective recommendations with budget estimates. Community Development Department assessment is scheduled to take place in FY 2023-2024.
4i. Electrify fleet	Pursue electrification of city fleet.	FY 21-22 through FY 25-26	Public Works/Fire/ Police/Community Svcs	PD & Fire: Staff are working to implement the electrification of the Police Fleet as directed by the Council in September 2022. Patrol vehicles are being up-fitted with police equipment and staff are working with Southern California Edison on the design of the infrastructure. A purchase of

		charging devices will be brought to
		Council in April 2023.
		An Informational Report was
		presented to City Council on March
		1,2023 and Staff will keep Council
		apprised of updates moving forward.
		CSD: New electric transit van was
		delivered in December 2022.

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

Task	Action Item	Target Date	Department	Status
5a. City Housing Division	Create a Housing Division in Community Development Department to focus on Housing related matters including funding opportunities, land use, partnership with stakeholder groups including other governments, federal and state laws, tenant protections/ relocation assistance measures.	FY 21-22	Community Development	The Senior Management Analyst for Housing Programs began her tenure on October 24, 2023. Housing Division staff has joined the San Gabriel Valley Council of Governments (SGVCOG) Homelessness Working Group and the San Gabriel Valley Crisis Assistance Response and Engagement (SGV CARE) cohort team as the City's new administrator of the SGV CARE program contract, in addition to launching a City Homelessness Working Group to develop a Homelessness Plan. With the disposition of the Caltrans unoccupied surplus properties, the Housing Division has completed due diligence and is currently performing financial and site analyses to develop policy options for acquisition and use of the properties to be considered by City Council. Finally, the Housing Division is supporting the drafting of the current Housing Element and leading the research and development of several other programs included in the Housing Element, including facilitating the development of 100% affordable housing on City-owned land and several tenant protections.

5b. SB 381/ sale of unoccupied Caltrans properties	 Implementation of SB 381 Commence policy discussions on the acquisition of unoccupied Caltrans surplus properties. Identify HRE's to work with the City Explore formation of Community Land Trust. 	FY 21-22	Community Development	The contract for inspection services of the 20 unoccupied properties was awarded to Blue Ribbon Inspection Services on October 5, 2022. Final reports for all inspections of the properties (general, termite, lead and asbestos, sewer, chimney, and geotech/foundation) and rehabilitation cost estimates were provided to Community Development staff on January 31, 2023. The Community Development Department hosted community meetings on November 3, 2022 and February 16, 2023 to engage members of the public in the SB 381 implementation process and policy discussions on the acquisition and use of the unoccupied properties. Staff also presented updates and preliminary policy ideas to the SB 381 Implementation Ad Hoc Committee at a special meeting on January 26, 2023. A copy of the financial model created by Adam Eliason, the City's contracted consultant, was provided to staff on March 1, 2023.
5c. Affordable Housing policies	Produce information on Inclusionary Housing Ordinance(IHO) and Accessory Dwelling Unit (ADU) Ordinance. Public education on new housing laws affecting cities.	FY 21-22 FY 22-23	Community Development	In progress. IHO recommended to be reduced to 15% or lower. An economic feasibility study was conducted in July/August 2022 and is under review.
5d. Housing Support	Present Occupancy inspection program and policy for adoption.	FY 22-23	Community Development	This program, now referred to as a rental housing inspection program, has been included in the Housing Element with a new targeted date of October 2024 for presenting to City Council for adoption. Housing Division

5e. Homeless Initiatives (3f combined with 5e)	 Continue working with the San Gabriel Valley Council of Governments (SGVCOG) on region- wide solutions Participate in Mental Health/Crisis Intervention Program (CAHOOTS model) Expand working relationship with community partners and Union Station 	FY 22-23	Police/Community Development	staff will work the Code Enforcement Division to research and develop the details of this proactive and routine inspection program. However, pursuant to AB 838, an amendment to the Health & Safety code that went into effect in June 2022, the City will now inspect rental properties in response to tenant-based complaints of substandard conditions. Such code enforcement activities can and will be carried out separately from a proactive inspection program; however, once the rental housing inspection program is established, complaint-based inspections and enforcement can be folded into this framework. The Housing Division has assumed responsibility for the management of the Mobile Crisis Program, now called SGV CARE, contract, and the Senior Management Analyst attends the weekly cohort check-in meetings to share updates and lessons, develop key performance metrics, and discuss ways in which the program can be improved or modified. In addition to the \$850,000 earmarked in the state budget, the SGV CARE program has been allocated \$1.5 million in federal funds; these funds will be used for the operation of the permanent program after the pilot phase expires May 31, 2023. The Senior Management Analyst has joined the SGVCOG Homelessness Working Group and is following
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SGVCOG's application to the LA
County Local Solutions Fund, which is
funded by Measure H. If approved,
SGVCOG's \$3,722,500 allocation for FY
2023-24 will be used to continue and
hopefully expand its regional mobile
outreach services, in which South
Pasadena participates and to start a
new housing solutions program which
will provide funds for housing and
rehousing initiatives. The Housing
Division will continue to track this to
ensure that South Pasadena
participates in this program and
continues to receive the existing
outreach services.
The Senior Management Analyst
recently joined the San Gabriel Valley
Consortium on Homelessness, and
attended its annual summit on
February 8, 2023.
Staff has created and released a Social
Services Resource Guide to include all
items available to our community
through the City and partner agencies.

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

Task	Action Item	Target	Department	Status
		Date		
6a. Accessibility/	Bring forward a recommendation for an	FY 22-23	City Manager's	Ongoing.
Customer Service	automated customer care application.		Office (CMO)	Discussions with Management Service on implementation of software.
6b. Centralized	Centralize grants management and contract	FY 21-22	Management	Grants Policies and Procedures
Operations	management.		Services	Manual was completed and training was provided to staff. A Grants interdepartmental working group has been created. A Grants Management Plan is currently being drafted and is expected to be completed in June 2023. A contract execution process policy has been finalized and is expected to be implemented in late April 2023. Staff has created a contracts log, as well as assisting departments in executing their respective agreements and facilitating an improved process on the execution of City Council approved agreements and
6c. Update Policies	Develop comprehensive administrative	FY 22-23	Management	following Council action. Human Resources Division
	policies manual – including ADA, FMLA,		Services	Assessment underway - Consultant
	Harassment, etc. with the Internal Policy			recommending changes to Personnel
	Committee.			Rules & Regulations and HR Policies,
	 Update the Rules & Regs 			updates to follow. Staff will be
				engaging continued consulting
				services to revise the Personnel Rules
				& Regulations, HR and Administrative
	10 - 2			Policies, and have compiled a list of

14

				priorities. Policies will be presented to the City Manager for review and approval as the policies are drafted or revised.
6d. Improve technology	Create an IT Master Plan for introducing or updating technologies in all departments.	FY 21-22	Management Services	Management Services met with all departments to review and discuss their respective IT needs for their operations. An asset management tracker has been implemented to manage technology more efficiently, and a thorough asset inventory is being conducted to create a comprehensive replacement plan to address aging technology. A mobile device management system has also been implemented and is managed by staff.
6e. Public Engagement	Establish and implement a targeted Community Outreach Program.	FY 21-22	СМО	Ongoing.
6f. Governance	Review all City Boards, Commissions, and Committees	FY 21-22	CMO/ Mgmt. Services	City Clerk's Office updated Board, Commission, and Committee (BCC) onboarding process and training. BCC Analysis was completed, and City Council approved Commission reorganization structure on April 6, 2022. The City Clerk's Office established a welcome packet for all new Advisory Body members and will carry out all necessary training.
6g. Governance	Undertake process for Redistricting.	FY 21-22	Management Services	Completed. Redistricting map adopted April 6, 2022.

6h. City Workforce	 Pursue a healthy Workplace Culture including efforts to raise employee morale Establish Employee Committee to assist with morale boosting initiatives and events Create new Training an Mentoring Program Create new branding for HR and City through Onboarding Process. 	Ongoing	CMO/ Mgmt. Services	The City is committed to promoting a positive employee experience through enhanced employee engagement activities and events. Through Council approval of NEOGOV Modules, HR commenced the implementation phase of NEOGOV Learn and Onboarding to improve training and make it more accessible for staff. NEOGOV Learn is scheduled to go-live by June 2023. The implementation of NEOGOV Onboard will commence shortly after.
6i. Modernize Division	Human Resources Division enhancements.	Ongoing	Management Services	Modernized tracking and reporting systems for many HR functions, including recruitment, leaves of absence, workers' compensation, and claims. Staff has created and is preparing to implement an automated recruitment tracker to provide internal customers with a transparent and efficient recruitment process. The streamlining of our onboarding process will begin mid-2023, which will include digitizing the onboarding paperwork, create a more engaged and welcoming onboarding and orientation experience for new employees. Staff will begin revamping the performance evaluation process, which will include an update to our performance appraisal form. The goal is to increase communication, collaboration, and engagement between employees and management.

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ITEM NO. 11

DATE:	March 15, 2023
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	Angelica Frausto-Lupo, Community Development Director Matt Chang, Planning Manager Sandra Robles, Associate Planner
SUBJECT:	Approve a Resolution Designating 534 Arroyo Drive as a Historic Landmark Pursuant to SPMC 2.63(b); Finding Project Exempt Under California Environmental Quality Act (CEQA) Guidelines Section 15308.

Recommendation

It is recommended that the City Council adopt a Resolution taking the following actions:

- 1. Find the project exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15308, Class 8, Actions for Protection of the Environment.
- Find that the property known at 534 Arroyo Drive qualifies under criteria (4), (5), (6), and (7) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and,
- 3. Designate the property at 534 Arroyo Drive as a Historic Landmark (Historic Landmark No. 59) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

Background

On August 29, 2022, the City received a request from applicant's representative, Glen Duncan, to designate the property located at 534 Arroyo Drive, as City Historic Landmark No. 59. On October 26, 2022, the request was presented to the Cultural Heritage Commission and the Commission created a Subcommittee (Landmark Subcommittee), composed of Vice-Chair Lopez and Commissioner Cross as required by South Pasadena Municipal Code Section 2.63(c)(2). The Landmark Subcommittee reviewed the request and determined that the property merited consideration by the Commission. On January 19, 2023, the Cultural Heritage Commission voted 3-0 recommending that the City Council designate 534 Arroyo Drive as a Historic Landmark.

534 Arroyo Drive, Landmark Designation Request March 15, 2023 Page 2 of 6

Analysis

Originally built in 1959 for Paul and Caryl Cox by architect John F. Galbraith, the subject property, commonly referred to as the "Cox house", is not currently listed on the City of South Pasadena's Inventory of Historic Resources, but was determined to be individually eligible for listing in the National Register of Historic Places. The Cox residence is an excellent representative of Mid-Century Modern architecture, and an outstanding example of classic International Style architecture. Identifying characteristics of International Style architecture are flat roofs without a ledge at the roofline; an asymmetrical façade; unified wall cladding; and smooth, unornamented wall surfaces with no decorative detailing at the doors or windows. Mid-Century Modern architecture is characterized by flat planes, large glass windows, and open space.

Criteria for Historic Designation

In accordance with the South Pasadena Municipal Code (SPMC) 2.63 – Register of Landmarks and Historic Districts – the designation criteria for landmarks shall include any or all of the following:

- 1. Its character, interest or value as part of the heritage of the community;
- 2. Its location as a site of significant historic event;
- 3. Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;
- 4. Its exemplification of a particular architectural style of an era of history of the city;
- 5. Its exemplification of the best remaining architectural type in a neighborhood;
- 6. Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;
- 7. Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;
- 8. It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;
- 9. Its unique location or singular physical characteristic representing an established and familiar visual feature or a neighborhood;
- 10. Its potential for yielding information or archaeological interest; or
- 11. In designating a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.

534 Arroyo Drive, Landmark Designation Request March 15, 2023 Page 3 of 6

The Landmark Subcommittee made the determination that the property at 534 Arroyo Drive qualifies for the designation based on supportive evidence received related to criteria 4, 5, 6, and 7. On January 19, 2023, the Cultural Heritage Commission (CHC) reviewed the proposed designation and recommendation from the Landmark Subcommittee and determined that the proposed property qualifies for Landmark designation under criteria 4, 5, 6, and 7.

Findings for Historic Landmark Designation

In accordance with South Pasadena Municipal Code Chapter 2, Section 2.63(a)(2), the Cultural Heritage Commission recommends that the subject property be designated for a City Historic Landmark based upon the following criteria:

- "(A) That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B—(a) Sense of Place, (b) Physical Setting, (c) Education, (d) Economic;
- "(B) That the landmark meets one or more of the [11] criteria for designation listed in subsection (b) of this section [2.63];

"(C) That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association."

(SPMC sec. 2.63(a)(2)).

Criteria A: Sense of Place.

The designation of the Historic Landmark Designation for 534 Arroyo Drive is consistent with purpose (a) Sense of Place, of the Cultural Heritage Ordinance. "Sense of Place" is defined at SPMC 2.58B(a) as follows:

"(1) To preserve, maintain, and safeguard the city's heritage and character as embodied and reflected in the sites, structures, and neighborhoods that serve as significant reminders of the city's social, educational, cultural and architectural history;"

Finding: The Cox residence was built in 1959, during a time of significant growth within the city, when Ranch-Style homes dominated the architectural landscape. According to the California Department of Parks and Recreation (DPR Primary Record, Form 523A), the subject property has "simple geometric forms and wide expanses of glass [which] reflect the influence of the Miesian Modernist tradition, while the use of natural materials represents Southern California Regional Modernism. It retains all seven aspects of integrity." The National Register criteria recognizes seven aspects or qualities that, in various combinations,

define integrity. The seven aspects of integrity are: location, design, setting, materials, workmanship, feeling, and association. The subject property has been identified as meeting the seven aspects of integrity and is thus eligible for listing in the National Register of Historic places. As such, the designation will help promote the purpose of the Cultural Heritage Ordinance as it will preserve, maintain, and safeguard the City's heritage and character.

"(2) To foster civic and neighborhood pride, as sense of identity based on the recognition and use of cultural resources, and continuity of the city's historic character, scale, and small town atmosphere in all future construction; and"

Finding: Located within a neighborhood cluster of exemplary Ranch-style homes, the Cox residence is not only the best remaining International-Style residence in the neighborhood, but also one of the very best in South Pasadena. According to the California Department of Parks and Recreation (DPR Primary Record, Form 523A), the Cox residence "exhibits quality of design and distinctive features including the recessed entrance atrium, flat roof, stone veneer exterior wall cladding, and flush-mounted metal frame windows." The designation will help retain and preserve the historic nature of the property, as such, the designation will foster civic and neighborhood pride, a sense of identity based on the recognition and use of the cultural resource.

"(3) To encourage maintenance and preservation of areas that are associated with a historic event, activity, or persons that contribute to the historic character of districts, neighborhoods, landmarks, historic structures, and artifacts"

Finding: The property on 534 Arroyo Drive has continuously been recognized as architect's John F. Galbraith's best works. Galbraith was a sought-after architect whose designs often blurred the relationship between indoor and outdoor space. With his offices in Pasadena, Galbraith was commissioned to design 21 homes throughout Southern California, most of which are located in the San Gabriel Valley and seven of which were featured as "Home of the Week" by Pasadena's Independent Star News. As such, the designation will encourage the maintenance and preservation of a property associated with a person that contributes to the historic character of the neighborhood.

Thus, the designation of the proposed Historic Landmark Designation will help promote the City's sense of place as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

534 Arroyo Drive, Landmark Designation Request March 15, 2023 Page 5 of 6

Criteria B: That the landmark meets one or more of the [11] criteria for designation listed in subsection (b) of this section [2.63];

Finding: The property at 534 Arroyo Drive qualifies for designation under Criterion (4), "Its exemplification of a particular architectural style of an era of history of the City"; Criterion (5), "Its exemplification of the best remaining architectural type in the neighborhood"; Criterion (6), "Its identification as the work of a person or persons whose work has influenced the heritage of the City, the State or the United States"; Criterion (7), "Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials, or craftsmanship". The property at 534 Arroyo Drive meets criteria (4) because it represents a significant period of residential growth in South Pasadena and is intact and an excellent local example of Mid-Century Modern, International Style architecture. The property meets criteria (5) because, as noted above, the Cox residence is not only the best remaining International-Style residence in the neighborhood, but also one of the very best in South Pasadena. The property meets criteria (6) because of its identification with John F. Galbraith, a renowned local architect. The property meets criteria (7) due to its design as exemplified by the fact that it was determined to be individually eligible for listing in the National Register of Historic Places.

Criteria C: That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.

Finding: The proposed landmark designation possesses historic integrity of location, design, setting, materials, workmanship, and feeling. The materials and workmanship can be seen throughout the single story structure with alternating expanses of glass and stone exterior walls. Galbraith uses simple geometric forms to emphasize horizontality and transparency. One long, horizontal beam stretches across the entire front façade at the roofline and a giant conifer tree rises between the beams of its front entryway. The Mid-Century Modern residence embraces the natural environment—rooms are lined with floor-to-ceiling windows and stand adjacent to patios, blurring the relationship between indoor and outdoor space. Thus, the Cox residence is an excellent representative of Mid-century Modern, and an outstanding example of classic International Style architecture.

Environmental Analysis

The designation of landmarks qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8. Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. This action will ensure the protection, maintenance, restoration, and enhancement of the architectural and cultural resources of the environment.

534 Arroyo Drive, Landmark Designation Request March 15, 2023 Page 6 of 6

Fiscal Impact

There is no fiscal impact to the City's Operational and Capital budgets.

Commission Review and Recommendation

The Cultural Heritage Commission reviewed this matter on January 19, 2023, and recommended that the City Council designate the property located at 534 Arroyo Drive as Historic Landmark No. 59.

Public Noticing

A Public Hearing Notice was published on March 3, 2023 in the South Pasadena Review. Public Hearing Notices were mailed to all properties within a 300-foot radius on March 2, 2023.

Attachments:

- 1. City Council Resolution
- 2. Staff Report and Attachments from January 19, 2023 CHC Meeting

ATTACHMENT 1 City Council Resolution

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DESIGNATING 534 ARROYO DRIVE AS A HISTORIC LANDMARK (LANDMARK NO. 59) PURSUANT TO SPMC 2.63(b)

WHEREAS, Section 2.58 of the South Pasadena Municipal Code, Ordinance No. 2315 ("Cultural Heritage Ordinance") authorizes the Cultural Heritage Commission ("the Commission") to recommend to the City Council the designation of appropriate properties as landmarks; and **b**

WHEREAS, on August 29, 2022, the Planning Division received a Landmark Nomination request from the property owners' representative, for the house located at 534 Arroyo Drive (Assessor's Parcel Number 5317-042-017); and

WHEREAS, on October 26, 2022, at the regularly scheduled Commission meeting, the Commission reviewed the request for Landmark Designation and appointed the Landmark Subcommittee ("Subcommittee") of two Commission members; and

WHEREAS, on November 16, 2022, the Subcommittee conducted an on-site meeting with the homeowner to tour the property; and

WHEREAS, on January 12, 2023, the Subcommittee formalized their findings and notified staff of their request to carry the Landmark nomination to the full Commission for the Commission's formal vote on the recommendation to City Council for designation; and

WHEREAS, on January 19, 2023, the Commission held a duly noticed public hearing and formalized their recommendation to the City Council for designation of the house located at 534 Arroyo Drive as a Historic Landmark by a vote of 3-0; and

WHEREAS, on March 15, 2023, the City Council of South Pasadena held a duly noticed regularly scheduled meeting to provide a public hearing and received public testimony on the proposed Landmark Designation of the house located at 534 Arroyo Drive.

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

SECTION 1. ENVIRONMENTAL REVIEW FINDINGS

The City Council has determined that the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Section 15308, Class 8, which consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of

the environment where the regulatory process involves procedures for protection of the environment. It can be understood with certainty that there is no possibility that the designation of a historic landmark could have a significant effect on the environment, and therefore, is categorically exempt from CEQA.

SECTION 2. DESIGNATION OF HISTORIC LANDMARK FINDINGS

Based on the evidence presented at the public hearing, on the evidence contained in the City Council staff report, the Cultural Heritage Commission staff report and associated attachments, and other records of proceedings, the City Council considered the applicable designation criteria contained in the Cultural Heritage Ordinance and makes the following findings, pursuant to SPMC Section 2.63(a)(2) for designation of the house located at 534 Arroyo Drive:

- "(A) That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B—(a) Sense of Place, (b) Physical Setting, (c) Education, (d) Economic;
- "(B) That the landmark meets one or more of the [11] criteria for designation listed in subsection (b) of this section [2.63];
 - "(C) That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association."

Criteria A: Sense of Place.

That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B—(a) Sense of Place, (b) Physical Setting, (c) Education, (d) Economic;

The designation of the Historic Landmark Designation for 534 Arroyo Drive is consistent with purpose (a) Sense of Place, of the Cultural Heritage Ordinance. "Sense of Place is defined at SPMC 2.58(a) as follows:

"(1) To preserve, maintain, and safeguard the city's heritage and character as embodied and reflected in the sites, structures, and neighborhoods that serve as significant reminders of the city's social, educational, cultural and architectural history;"

Finding: The Cox residence was built in 1959, during a time of significant growth within the city, when Ranch-Style homes dominated the architectural landscape. According to the California Department of Parks and Recreation (DPR Primary Record, Form 523A), the subject property has "simple geometric forms and wide expanses of glass [which] reflect the influence of the Miesian Modernist tradition,

while the use of natural materials represents Southern California Regional Modernism. It retains all seven aspects of integrity." The National Register criteria recognizes seven aspects or qualities that, in various combinations, define integrity. The seven aspects of integrity are: location, design, setting, materials, workmanship, feeling, and association. The subject property has been identified as meeting the seven aspects of integrity and is thus eligible for listing in the National Register of Historic places. As such, the designation will help promote the purpose of the Cultural Heritage Ordinance as it will preserve, maintain, and safeguard the City's heritage and character.

"(2) To foster civic and neighborhood pride, as sense of identity based on the recognition and use of cultural resources, and continuity of the city's historic character, scale, and small town atmosphere in all future construction; and"

Finding: Located within a neighborhood cluster of exemplary Ranch-style homes, the Cox residence is not only the best remaining International-Style residence in the neighborhood, but also one of the very best in South Pasadena. According to the California Department of Parks and Recreation (DPR Primary Record, Form 523A), the Cox residence "exhibits quality of design and distinctive features including the recessed entrance atrium, flat roof, stone veneer exterior wall cladding, and flush-mounted metal frame windows." The designation will help retain and preserve the historic nature of the property, as such, the designation will foster civic and neighborhood pride, a sense of identity based on the recognition and use of the cultural resource.

"(3) To encourage maintenance and preservation of areas that are associated with a historic event, activity, or persons that contribute to the historic character of districts, neighborhoods, landmarks, historic structures, and artifacts"

Finding: The property on 534 Arroyo Drive has continuously been recognized as architect's John F. Galbraith's best works. Galbraith was a sought-after architect whose designs often blurred the relationship between indoor and outdoor space. With his offices in Pasadena, Galbraith was commissioned to design 21 homes throughout Southern California, most of which are located in the San Gabriel Valley and seven of which were featured as "Home of the Week" by Pasadena's Independent Star News. As such, the designation will encourage the maintenance and preservation of a property associated with a person that contributes to the historic character of the neighborhood.

Thus, the designation of the proposed Historic Landmark Designation will help promote the City's sense of place as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

11 - 11

Criteria B: That the landmark meets one or more of the [11] criteria for designation listed in subsection (b) of this section [2.63];

Finding: The property at 534 Arroyo Drive qualifies for designation under Criterion (4), "Its exemplification of a particular architectural style of an era of history of the City"; Criterion (5), "Its exemplification of the best remaining architectural type in the neighborhood"; Criterion (6), "Its identification as the work of a person or persons whose work has influenced the heritage of the City, the State or the United States"; Criterion (7), "Its embodiment of elements of outstanding attention to engineering. detail desian. architectural desian. detail. materials. or craftsmanship". The property at 534 Arroyo Drive meets criteria (4) because it represents a significant period of residential growth in South Pasadena and is intact and an excellent local example of Mid-Century Modern, International Style architecture. The property meets criteria (5) because, as noted above, the Cox residence is not only the best remaining International-Style residence in the neighborhood, but also one of the very best in South Pasadena. The property meets criteria (6) because of its identification with John F. Galbraith, a renowned local architect. The property meets criteria (7) due to its design as exemplified by the fact that it was determined to be individually eligible for listing in the National Register of Historic Places.

Criteria C: That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.

Finding: The proposed landmark designation possesses historic integrity of location, design, setting, materials, workmanship, and feeling. The materials and workmanship can be seen throughout the single story structure with alternating expanses of glass and stone exterior walls. Galbraith uses simple geometric forms to emphasize horizontality and transparency. One long, horizontal beam stretches across the entire front façade at the roofline and a giant conifer tree rises between the beams of its front entryway. The Mid-Century Modern residence embraces the natural environment—rooms are lined with floor-to-ceiling windows and stand adjacent to patios, blurring the relationship between indoor and outdoor space. Thus, the Cox residence is an excellent representative of Mid-century Modern, and an outstanding example of classic International Style architecture.

SECTION 3. ADDITIONAL FINDINGS FOR HISTORIC LANDMARK

In addition to the findings in Section 2 above, the City Council also makes the findings as required for designation of historic landmark pursuant to SPMC Section 2.63(b), based upon the recommendation of the Cultural Heritage Commission that the proposed Historic Landmark qualifies for designation under criterion (4), (5), (6), and (7) of SPMC Section 2.63(b):

(4) Its exemplification of a particular architectural style of an era of history of the city;

Finding: The property at 534 Arroyo Drive was constructed during the Mid-Century Modern era during a time when other architectural styles dominated (i.e., California Ranch-style homes). The Cox house was designed in the International style ideal with its flat roof, single story horizontality, formal rectilinearity, façade at 90-degree angles, absence of architectural adornment, and extensive plans of aluminum-framed floor-to-ceiling windows, alternating with wood-framed wall sections clad in off-white stucco. Its trademarks were prima facie—absence of architectural adornment, open floor plans, and extensive use windows, blending indoor living spaces with outdoor patios or swimming pools, accented by grass and foliage.

(5) Its exemplification of the best remaining architectural type in the neighborhood;

Finding: The architectural style of the Cox residence embodies the distinctive characteristics of the type, possesses high artistic value and exemplifies tenets of the International Style. Located within a neighborhood cluster of exemplary Ranch-style homes, the Cox residence is not only the best remaining International Style residence in the neighborhood, but also one of the very best in South Pasadena.

(6) Its identification as the work of a person or persons whose work has influenced the heritage of the City, the State, or the United States;

Finding: John F. Galbraith traveled the world as fighter pilot during World War II, and fully understood that architecture should be enjoyed by its residents. Galbraith was client-focused, asking clients to write essays describing their vision for their new home, and would begin drafting preliminary renderings based on the responses. With his offices in Pasadena, Galbraith was commissioned to design 21 homes throughout Southern California, seven of which were featured as "Home of the Week" by Pasadena's Independent Star News. In addition to residential properties, Galbraith also designed eight commercial buildings, including the South Pasadena Christian Church at 1316 Lyndon Street (1967) and the Pasadena Water Treatment Plant (1969).

(7) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;

Finding: John Galbraith's design for the Cox residence gave outstanding attention to the overarching elements of the International Style: pure, unadorned, architecture and functionality. Particular attention was given to cubic, rectilinear design, unmarred by architectural ornamentation and to the welcoming transparency of floor-to-ceiling expanses of glass walls. Appreciating how meticulously Galbraith played with structure, space, and light to enhance life-quality throughout the property takes a keen eye. One might miss the unusually narrow, floor-to-ceiling glass wall section in the dining room wall adjacent the kitchen. With its wide doorways from foyer and living room, the dining room

would already receive ample light and openness from the floor-to-ceiling glass wall on the opposite side of the room. This added touch clearly reflects outstanding attention to architectural design.

SECTION 4. RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the City Council's decision is based, which include, but are not limited to, the staff reports, as well as all materials that support the staff reports for the proposed designation, are located in the Community Development Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

SECTION 5. DETERMINATION

Based on the evidence presented in the staff report, testimony received during the public hearing, other records of proceeding, and its findings herein, the City Council hereby approves the designation of 534 Arroyo Drive as official Historic Landmark Number 59.

SECTION 6. CERTIFICATION OF THE RESOLUTION

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.

SECTION 7. FILING WITH THE COUNTY CLERK

The City Council directs the City Clerk to file the appropriate designation with the office of the Los Angeles Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED ON this 15th day of March 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez Deputy City Clerk Andrew L. Jared, City Attorney

CITY OF SOUTH PASADENA CITY CLERK'S DIVISION

CERTIFICATION OF RESOLUTION

STATE OF CALIFORNIA) COUNTY OF LOS ANGELES) SS CITY OF SOUTH PASADENA)

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 15th day of March 2023, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES: ABSENT:

ABSTAIN:

Mark Perez Deputy City Clerk

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ATTACHMENT 2 Staff Report and Attachments from January 19, 2023 CHC Meeting

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- **DATE:** January 19, 2023
- **FROM:** Angelica Frausto-Lupo, Community Development Director Matt Chang, Planning Manager
- **PREPARED BY**: Sandra Robles, Associate Planner
- SUBJECT: Project No. 2524-LHD is a request for a Landmark Historic Designation for a single-family residence located at 534 Arroyo Drive (Assessor's Parcel Number: 5317-042-017). The City Council is the reviewing authority that makes the final determination for the requested Landmark Historic Designation. The Cultural Heritage Commission is to review and make a recommendation to the City Council.

Recommendation

Staff recommends that the Cultural Heritage Commission review and recommend Landmark Historic Designation for 534 Arroyo Drive to the City Council.

Background

On August 29, 2022, applicant representative, Glen Duncan, submitted an application for a Landmark Historic Designation for the single-family residence located at 534 Arroyo Drive. A Historic Landmark Nomination report with an accompanying appendix, documenting the history of the property, was prepared by Mr. Duncan and has been included as **Attachment 1**.

On October 26, 2022, the request was presented to the Cultural Heritage Commission and the Commission created a subcommittee, composed of Commissioner Cross and Vice-Chair Lopez as required by South Pasadena Municipal Code Section 2.63(c)(2).

On November 16, 2022, the subcommittee conducted an on-site meeting with the homeowner to inspect the property.

On January 12, 2023, the landmark subcommittee determined that the property merits consideration by the Commission.

Project Description & Analysis

Originally built in 1959 for Paul and Caryl Cox by architect John F. Galbraith, the subject property is not currently listed on the City of South Pasadena's Inventory of Historic

Cultural Heritage Commission January 19, 2023 Page **2** of **6**

Resources, but Mr. Duncan describes the residence as one of South Pasadena's most outstanding examples of International Style architecture. Identifying characteristics of International Style architecture are flat roofs without a ledge at the roofline; an asymmetrical façade; unified wall cladding; and smooth, unornamented wall surfaces with no decorative detailing at doors or windows.

Criteria for Historic Designation

As stated in the report, the South Pasadena Municipal Code (SPMC) 2.36 – Register of Landmarks and Historic Districts – the designation criteria for landmarks shall include any or all of the following:

- 1. Its character, interest or value as part of the heritage of the community;
- 2. Its location as a site of significant historic event;
- 3. Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;
- 4. Its exemplification of a particular architectural style of an era of history of the city;
- 5. Its exemplification of the best remaining architectural type in a neighborhood;
- 6. Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;
- 7. Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;
- 8. It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;
- 9. Its unique location or singular physical characteristic representing an established and familiar visual feature or a neighborhood;
- 10. Its potential for yielding information or archaeological interest; or
- 11. In designating a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.

The Historic Landmark Nomination report (**Attachment 1**) provides justification for six criteria; numbers 1, 4, 5, 6, 7, and 9. To continue with the designation of a historic landmark, only one criteria need be established.

The Landmark Subcommittee report (**Attachment 2**) states that the proposed Historic Landmark Designation qualifies for the designation based on supportive evidence received from criteria 4, 5, 6, and 7.

Statement of Significance

In the Historic Landmark Nomination report (**Attachment 1**) drafted by Glen Duncan, and Marina Khrustelava, the Appendix provides documentation that John F. Galbraith was commissioned to design 21 residential properties—three of which have since been demolished—and eight commercial buildings, ranging from a medical building to the

Cultural Heritage Commission January 19, 2023 Page **3** of **6**

Pasadena Water Treatment Plant (1969). With his offices in Pasadena, Galbraith's designs have a strong presence throughout the San Gabriel Valley. The *Independent Star News*, a Pasadena-based newspaper, featured a "Home of the Week" segment, which put a spotlight on the several homes designed by Galbraith, including:

- William J. Gosline House on 1600 Highland Oaks Drive in Arcadia (1954, demolished)
- P.M. Knoll House at 2105 Villa Heights Road, Pasadena (1956)
- Rand Lewis House on 3170 Mesaloa Lane, Pasadena (before 1960)
- C.A. Stanley House, Pasadena (before 1960)
- The Robert Culp House at 4025 Alta Vista Drive in La Canada Flintridge (1960)
- Winston W. Galbraith on 463 N. Canyon Blvd in Monrovia (1961)

Los Angeles Times featured, the Horizon Homes program, which was sponsored by a nationwide association of cement companies in the early 1960s. The program also offered architects the opportunity to express their creative talents in new design concepts, enabling them to gain national recognition. The Horizon House is located on 31911 National Park Drive in Laguna Niguel and was built in 1963.

Galbrith was a sought-after architect whose designs often blurred the relationship between indoor and outdoor space. According to the California Department of Parks and Recreation (DPR Primary Record – Form 523A), subject property at 534 Arroyo Drive "is significant as an excellent example of the Mid-century Modern residential architecture by noted architect John Galbrith. It is known as one of the architect's best works. It exhibits qualify of design and distinctive features including the recessed entrance atrium, flat roof, stone veneer exterior wall cladding, and flush-mounted metal frame windows. The simple geometric forms and wide expanses of glass reflect the influence of the Miesian Modernist tradition, while the use of natural materials represents Southern California Regional Modernism. It retains all seven aspects of integrity."

State of California Department of Parks and Recreation Primary Record

Historic properties either retain integrity (that is, convey their significance) or they do not. Within the concept of integrity, the National Register criteria recognize seven aspects or qualities that, in various combinations, define integrity. The seven aspects of integrity are defined as follows:

- 1. Location: the place where the historic property was constructed or the place where the historic event occurred.
- 2. Design: the combination of elements that create the form, plan, space, structure, and style of a property.
- 3. Setting: the physical environment of a historic property.
- 4. Materials: the physical elements that were combined or deposited during a particular period of time and in particular pattern or configuration to form a historic property.

Cultural Heritage Commission January 19, 2023 Page **4** of **6**

- 5. Workmanship: the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- 6. Feeling: the property's expression of the aesthetic or historic sense of a particular period of time.
- 7. Association: the direct link between an important historic event or person and a historic property.

The subject property determined eligible for listing in the National Register of Historic Places as:

3S – Appears eligible for NR as an individual property through survey evaluation.
3CS – Appear eligible for CR as an individual property through survey evaluation.
5S3 – Appears to be individually eligible for local listing or designation through survey evaluation.

The designation of the proposed property will help promote the purpose of the Cultural Heritage Ordinance as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

Findings for Designation of a Landmark

The Landmark Subcommittee recommends that the Cultural Heritage Commission make a recommendation that the City Council make the following findings pursuant to SPMC Section 2.63(a)(2) for the Historic Landmark Designation of 534 Arroyo Drive:

(A) That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B;

The designation of the Historic Landmark Designation for 534 Arroyo Drive is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City's heritage and character. The Cox residence has continuously been recognized as architect's John F. Galbraith's best works. Located within a neighborhood cluster of exemplary Ranch-style homes, the Cox residence is not only the best remaining International Style residence in the neighborhood, but also one of the very best in South Pasadena. Thus, the designation of the proposed Historic Landmark Designation will help promote the City's sense of place as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

(B) That the landmark meets one or more of the criteria for designation listed in subsection (b) of this section;

The subject property was built in 1959 for Paul and Caryl Cox by architect John Franklin Galbraith. The proposed landmark designation qualifies for designation

under Criteria 4, 5, 6, and 7, which are fully detailed in the Subcommittee Report (**Attachment 2**).

(C) That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.

The proposed landmark designation possesses historic integrity of location, design, setting, materials, workmanship, and feeling. The materials and workmanship can been seen throughout the single story structure with alternating expanses of glass and stone exterior walls. Galbraith uses simple geometric forms to emphasize horizontality and transparency. One long, horizontal beam stretches across the entire front façade at the roofline and a giant conifer tree rises between the beams of its front entryway. The Mid-Century Modern residence embraces the natural environment—rooms are lined with floor-to-ceiling windows and stand adjacent to patios, blurring the relationship between indoor and outdoor space. Thus, the Cox residence is an excellent representative of Mid-century Modern, and an outstanding example of classic International Style architecture.

Environmental Analysis

The designation of landmarks qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8. Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

Staff Recommendation

Staff recommends that the Cultural Heritage Commission review and recommend Landmark Historic Designation for 534 Arroyo Drive to the City Council.

Public Noticing

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

Next Steps

The recommendation of the Commission will be presented to the City Council.

Cultural Heritage Commission January 19, 2023 Page **6** of **6**

Fiscal Impact

If the property is designated as a landmark the applicant has the opportunity to apply for a Mills Act Contract. A Mills Act contract allows a tax reduction (between approximately 40 to 60 percent) for a property owner who agrees to perform certain restoration and maintenance tasks over a 10-year period. Although the City will see a reduction in property tax revenue, the benefits of the program include economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community's past.

Attachments

- 1. Historic Landmark Nomination Report & Appendix
- 2. Subcommittee Report

ATTACHMENT 1

Historic Landmark Nomination Report & Appendix



South Pasadena Historic Landmark Nomination

Paul and Caryn Cox Residence 534 Arroyo Drive

Table of Contents

Precis Introduction Historic Context Property Description Relevant Criteria for Local Designation Historic Integrity

Appendix Cox from the Air Aerial Photo Sanborn Map Parcel Map Cox from the Drafting Table Original Floor Plan Original Elevations Galbraith Bio and Body of Work Galbraith's Work in the News

Cox/Galbraith in the documents Permit Records DPR Form 523

South Pasadena Cultural Heritage Commission Landmark Nomination Precis

Paul and Caryl Cox Residence 534 Arroyo Drive, South Pasadena California

Joan Hillard, property owner and applicant

Date of construction	1959
Original owners	Paul and Caryl Cox
Architect	John Franklin Galbraith
Builder	Paul Cox listed as contractor on the building permit
Original use/current use	Single family residence and attached garage
Other significant ownership	None applicable
Legal description	APN # 5317–TRACT # 9657 LOT COM S $0 \not\subset 10'$ W 78 FT FROM NE COR OF LOT 5 TH N 89 $\not\subset$ 35'50" W TO E LINE OF ARROYO DR TH S THEREON 79.58 FT TH 87 $\not\subset$ 26'41" E TO LINE OFLOT 6 THN $0 \not\subset 10'$ E 63.5 FT TO BEG PART OF LOTS 5 AND LOT 6
Architectural style/period	International Style, Mid-Twentieth Century Modern
Construction materials	Wood-frame construction sheathed in stucco, flagstone, and aluminum-framed ¼-inch thick plate glass.
Historic status/survey code	Since 1991, several historic resource surveys have been conducted in South Pasadena. Because none had covered the modern era, in their latest update, Historic Resources Group identified and documented 30 individual resources, including 534 Arroyo Drive as likely eligible for landmark designation: status code (C/3/D (Design)

INTRODUCTION

The International Style, Mid-Century Modern, single-family residence, attached garage, and swimming pool at 534 Arroyo Drive were built in 1959 for Paul and Caryl Cox by architect John F. Galbraith.

Documentary evidence of its qualification for landmark designation included review of original drawings, building permits, survey data, previous evaluations, and other primary and secondary sources. The site was visited several times from February through May, 2022, to consult with the owner, photograph the site, exterior and interior features, and observe existing conditions. This report affirms that the property is eminently eligible for listing as a local South Pasadena Historic Landmark, due to its:

Character, interest or value as a part of the heritage of the community;

Exemplification of a particular architectural style of an era of history of the city;

Exemplification of the best remaining architectural type in a neighborhood;

Identification as the work of a person whose work has influenced the heritage of the city, state, or the United States;

Embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;

Unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;

Note: six out of eleven possible Cultural Heritage Ordinance criteria apply to Cox designation.

HISTORIC CONTEXT¹

1880 – 1945 CONTEXT

South Pasadena had generated a prevalent design culture well before the Second World War, and a tradition of first-rate architecture dating to the City's earliest periods of development. South Pasadena visitors, pre-WWII, would have seen mostly Vernacular Victorian, Foursquare, Craftsman and Period Revival styles, with smatterings of Prairie and Neo-Classic styles, with very few empty parcels for infill construction, except for Raymond Hill and the Altos de Monterey, which were developed later.

MID-CENTURY CONTEXT

In the immediate post-World War II era, architects and city planners in California essentially faced a broad, and quite fluid, historic context. The state was experiencing a period of unprecedented growth as many who came west to participate in the war effort decided to settle permanently. For example, between 1940 and 1950 California's population increased by 53 per cent, as 850,000 veterans took up residence here. Marriage rates also began to rise dramatically. Within the first two years after the war more than 2.8 million new households were formed; this high rate of household formation would continue into the 1950s.

The resulting demand for housing created an unparalleled opportunity for architectural experimentation. Architects and builders were motivated to explore new philosophies of design and construction. Landscaping and site relationships, use of natural materials, and innovative building technologies were adaptively integrated on Southern California drawing boards. Discovering that outdoor living had become important to life quality and that a good house could be made of inexpensive materials, essentially fueled the boom in postwar, middle-class housing.

Early in mid-century, South Pasadena residents could enjoy, first-hand, residences by internationally renowned modernists, and also by dozens of others who were also shaping the architectural landscape. Popular interest and fascination with California modernism was enormously influenced the Case Study House Program of *Art and Architecture Magazine* and its many featured architectural students

¹ Based on: City of South Pasadena. Citywide Historic Context Statement. Historic Resources Group. 2014, 2017.

from the University of Southern California. As a result, many works constructed during this period in South Pasadena were subsequently published in architectural journals and periodicals. Full page spreads in newspaper Sunday supplements and Sunset Magazine touted the innovative designs and the architects who created them, often from Southern California. South Pasadena was at the forefront. The smallish city (only 3.4 sq. mi.), known for its heritagemindedness, had spawned at least seven, world-class examples of International Style, and Mid-Century Modern architecture. In chronological order, they included...

• Irving J. Gill's Miltimore Residence, built in 1911 at 1301 Chelten Way. Built by the visionary architect often cited as the "father of architectural modernism," this pioneering residence predated the American mid-century modern movement by almost two decades. In 1955, architectural historian Esther McCoy dubbed it "...one of the few wholly original styles of architecture in the United States."



• Rudolph Schindlers' Grokowski House, 1928-29, at 816 Bonita Drive. Schindler had emigrated to the U.S. from Vienna in 1914, a student of Adolph Loos' forceful arguments against ornament in architecture. After supervising construction of Frank Lloyd Wright's Hollyhock House, Schindler remained in Los Angeles to start his own practice. His *de stihl* phase design for Grokowsky brought International Style rigor to a difficult, "postage stamp-sized" lot in South Pasadena.



 Henry Dreyfus and Edward Larrabee Barnes' Fleet House, prefabricated in the Consolidated Vultee Aircraft factory in 1947, was assembled (1949) at 325 Monterey Road, by original owner, Reginald Fleet. Dreyfus, a noted industrial designer, South Pasadena resident, and founding South Pasadena Preservation Foundation board member, collaborated with architect Barnes on design and construction. The effort was funded by a federal program directed to applying wartime materials and technology to peacetime housing challenges.



 Richard Neutra's Wilkins House, built in 1949 at 528 Hermosa Street. This stunning residence was not recognized as a Neutra design until recently. Architectural historian Barbara Lamprecht discovered that its working drawings are virtually identical to Neutra's Case Study house #13 (with only a one-inch discrepancy on a wall approximately 23 feet long).



The Whitney Smith Residence, 209 Beacon Street. The residence began, circa 1900, as a hipped-roof garage/guest house that architect Smith bought in 1940, and gradually shaped and expanded, from then to 1962, into a stunning three-bedroom, Mid-Century Modern, indoor/outdoor home for his family. Its construction history was detailed in a 1954, multi-page article in Sunset Magazine entitled, "The Magic of Remodeling."



Garden Office complex for Community Facilities Planners, Inc. 1414 Fair Oaks Avenue. Designed by Whit Smith, Wayne Williams, Garret Eckbo, and John Kariotis, the facility was built, sequentially in 1949 and 1957. It was office, and conference center for a unique collaboration of major architects, engineers, landscape architects, city planners and designers who were responsible for over forty major projects. Important collaborators including Garrett Eckbo, Robert Meyerhof, Philip Patterson, Stuart Denker, Simon Eisner, A. Quincy Jones, Victor Gruen & Associates, and Kariotis & Kesler. Edgardo Contini and Joseph Amestoy also dropped in from time to time, to consult on specific projects.



Smith & Williams perhaps best demonstrated the philosophy behind regional modernism when they described their work not in stylistic terms, but instead as a means to produce the best possible living and working environment for their clients in a modern California context. The facility also served as virtual "school" for design and planning professionals who enriched South Pasadena and Southern California for many decades. Successful "graduates," included Doug Ewing, Lee Hershberger, Bob Metcalf, Carey Jenkins, Mal Bert, Glen Small, Franklin Thornton, William Bigelow, Bill Rudolph, and dozens of others.

While embracing the burgeoning modern movement that played a significant role in shaping the character of Southern California after the war and into the 60s,

architects and builders were profoundly influenced by the University of Southern California (USC) School of Architecture and the Case Study program created by *Arts & Architecture* magazine. Educators and graduates from the University of Southern California (USC) School of Architecture, several of whom lived and worked in South Pasadena, were also were important. Two of the most influential were Whit Smith and Wayne Williams. Other USC architects who worked in South Pasadena during this period include Buff & Hensman (Conrad Buff and Donald Hensman), Miller Fong, Carl Maston, Bob Ray Offenhauser, Lee Hershberger, and Clinton Ternstrom.

<u>Two additional architecturally significant residences deserve inclusion for</u> <u>contributing to the Cox residence's Mid-Century Modern context.</u>

The Jay Chiat House at 612 Camino Verde, designed by USC graduate Carl Maston in 1967. Gebhard and Winter (noted authors of *An Architectural Guidebook to Los Angeles*), describe the Chiat House as a "vertically planked Miesian box [that] stands out as one of the best pieces of architecture in South Pasadena." Maston was an influential mid-century modern architect based in Los Angeles. Known for his stark modern style and inventive use of concrete structural solutions, he designed over 100 projects in Southern California and served on the Los Angeles Planning Commission. He was the 1989 recipient of the USC Distinguished Alumni Award for excellence in design and innovative leadership in public service.



Photograph by Julius Shulman, 1968; source: Getty Research Institute, Digital Collection.

The John Andrews Residence, 1400 Via Del Rey in Altos de Monterey was designed by Buff, Straub and Hensman, along with Smith & William in 1964s. The

Buff & Hensman partnership became a mainstay in the talent assemblage that made Mid-Century Modern architecture almost synonymous with Southern California. Notably, the firm produced two residences for the Case Study program: Case Study House 20 in Altadena, for designers Ruth and Saul Bass with landscape design by Eckbo, Modine & Williams; and Case Study House 28 in Thousand Oaks, sponsored by the Janss Corporation.



Other noteworthy examples of Mid-century Modern single- and multi-family residences are located in established neighborhoods throughout South Pasadena. Clusters of modern houses can be found on Monterey Road and in hillside neighborhoods in the western part of the city. Hillside streets, between Kolle Avenue and Alpha Street and along St. Albans and Alta Vista Avenue, likely represent the highest concentration of Modern design in South Pasadena outside Raymond Hill and the Altos de Monterey. Some examples in the hillside neighborhoods are built on stilts to accommodate uneven terrain. Concentrations of modern multi-family residences from this period are found along Huntington Drive and Pasadena Avenue.



Photographs 2014; source: Historic Resources Group.

Other than in the Altos de Monterey and Raymond Hill Developments, which have a separate hillside context, South Pasadena has two small groupings of Ranch Style residences. One is located along Grace Drive, and represents the City's only cohesive subdivision of Ranch-style development. The subdivision originally comprised a single property that was demolished sometime after 1930. Following the demolition, the area was re-zoned to accommodate duplexes. In 1953, architect Bob Ray Offenhauser (USC graduate and South Pasadena resident) and his father bought two of the lots that had been re-zoned. The duplexes sold immediately "reaping handsome profits," and Offenhauser was commissioned to design 12 more on the street. All of the duplexes were constructed between 1953 and 1958. The remainder of the parcels were developed with single-family residences.



The second grouping of Ranch Style residences neither in the Altos or on Raymond Hill is non-contiguously strung along the 500 block of Arroyo Drive, south of Hermosa Street. Nestled among them, is one of the most significant residential designs in the city: **the 1959 Cox House at 534 Arroyo Drive, designed by architect John F. Galbraith.** Its simple geometric forms and wide expanses of glass reflect the influence of the Miesian Modernist tradition, while the use of natural materials represents Southern California Regional Modernism.



Cox Residence. Photograph credit: georgearchitecture.com

PROPERTY DESCSRIPTION

EXTERIOR



Street view, elevated behind retaining wall(P1)²

Driveway to front façade (P2)

The Cox residence is one of South Pasadena's most outstanding examples of classic International Style architecture in its purest original form. Mid-Century Modern designers gravitated to absence of ornament, open interiors, and blurred distinction between indoor and outdoor spaces, defining characteristics of the International Style, while many of their peers rejected its formal rectilinearity. Not so for John Galbraith's design for Paul and Caryl Cox. Perhaps enamored with simple geometry of Irving Gill's 1911 residence in South Pasadena for the Miltimores, the Coxes and Galbraith settled on plans that heartily celebrated formal International Style modernism.

They were able to take advantage of several inherent advantages of the site at 534 Arroyo Drive. It had an eminently desirable view across a deep Arroyo Seco recreation area and across northeast Los Angeles to the horizon; no houses or buildings on the opposite side of Arroyo Drive; a building site set-back and elevated well above street level, and situated behind a chest-high retaining wall.

² See Annotated Floor Plan (Photo Key) on page 20.



Sunset across Arroyo Drive and Los Angeles (P3)





(P5)

Drawing from Miesian rectilinear architecture to emphasize horizontality, Galbraith placed a heavy steel girder (a) across the front façade tracing the flat roofline. Underneath, a wide, warm-toned masonry wall (b) anchors the articulated front façade. The deepest recess of floor-to-ceiling glass are stepped back, (c) right and left of the masonry wall. The deepest recess on the left (c) forms an atrium that shelters a tall pine tree (d). A few steps to the right, a second plane, at the end of the front sidewalk features a wood-framed glass door and floor-to ceiling glass sidelight (e). To the right of the front door, along the same plane, behind and parallel to the aforementioned warm-toned masonry wall, a second masonry wall (f), forms a square courtyard atrium, along the front walkway.

This atrium, shown on a previous page, shelters a bonsai pine tree (g). At the far right of this page, a shallower recessed glass wall (h), nicely balances the articulated frontal composition.

Other than the two masonry walls in the articulated front façade and a flat Sanafil* roof, all exterior expanses are either transparent plate glass, or unadorned stucco, painted a warm white.



To add interest and functionality to side and rear facades, Galbraith continued rhythmically articulating those materials, using floor-to-ceiling glass walls and sliding glass doors to provide transparency and add natural illumination to the daytime interior. The first indented feature on the north façade, along the driveway, is a rectangular bay, within the house footprint, enclosing a moderate-sized patio.

The left end of this patio is a floor-to-ceiling glass wall of an office/spare guest bedroom. The long, rear patio wall, parallel to the driveway, features sliding glass doors that provide a glorious, but not character-defining transparent view, through the entire width of the residence, to the swimming pool patio. The right end of the bay is mostly clad in stucco, but features a narrow, floor-to-ceiling glass wall segment, through which one can look back through an interior dining room to the front yard.



North (side) elevation(P9)

Garden entrance(P10)

Further along the driveway from the front facade, a wide courtyard bay is recessed in steps. The shallowest recess, at far right of the north elevation, features a floor-to ceiling glass wall and a sliding glass door that send morning sunlight into a guest bedroom. Closer, and to the left, the north facade turns sharply leftward, past a half-level stucco enclosure that hides HVAC equipment. In the corner, is a gated pathway to the swimming pool courtyard. To the left, the facade has recessed further to form the large garage courtyard in the foreground, facing a stucco-clad, generous two-car garage with a roll-up aluminum and glass garage door. Beyond the garage, to the right, tucked between it and a stucco-clad wall is an easily accessible, but generally out-of-notice trash enclosure.

Past the discreet trash enclosure and beyond stucco-clad walls at the end of the driveway courtyard is a delightful rear sculpture garden and garden patio, designed and installed by the current owner over the last three years. The two massive California Oak trees are probably more than a hundred years old and are native to the property.

From left corner of the garden patio is a gated walkway behind the garage to the pool courtyard.





Large Oak tree in garden patio behind garage (P11)

Medium Oak tree, NW corner (P12)

The long floor-to-ceiling, mostly glass wall on the right extends along the bedroom wing to the corner, where a floor-to-ceiling sliding glass wall meets an entry to the kitchen. Turning left at the corner, the floor-to-ceiling glass living room wall is an invitingly transparent blending of outdoor and indoor activities.



Swimming pool courtyard. The living room glass wall ahead extends across the living room patio to kitchen entrance in right corner(P13)



INTERIOR



Front door to foyer (P14)

Entrance and foyer from living room (P15)

Entering the foyer through the front door, one is immediately struck by interior transparency. The open, unobstructed floor plan and expanses of floor-to-ceiling glass walls to the right, and almost everywhere you turn, brings in glorious daylight, swimming pool view, lush plantings, and an inviting patio becoming seamless parts of the interior. One really needs to pause a moment to organize in one's mind what one's eyes are seeing. All opaque, interior wall surfaces are white and without architectural ornamentation. No baseboards, no cornices, no moldings or framing around doors or windows, leaving all decoration and color to the owner's taste in furnishings, art, and artifacts.



Long shot, foyer to living rm (P16)

Medium shot, living room from foyer (P17

Entering the living room, one's eyes might be drawn to the black granite fireplace mounted horizontally on a black granite slab approximately 6 ft long, 20 in wide and 4 in thick. Its width is dramatically cantilevered a foot above the floor. Above the black granite hearth, the firebox is enclosed in a black granite surround. There is no mantle, fireplace wall is clad, to ceiling, by an expanse of sparkling, iridescent white, mosaic tile.



Living room with fireplace (P18)

Cantilevered fireplace (P19)



Turning left from the fireplace, the pool courtyard invites living room guests to an alfresco snack. (P20)



Dining room (P21)

Remodeled kitchen (P22)

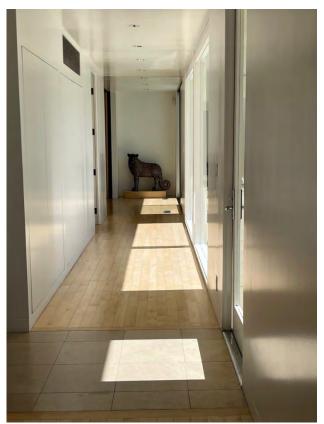
From the fireplace, a white plaster wall extends westward to the corner. Ninety degrees to the right, a floor-to-ceiling glass wall looks out over the front yard. At another ninety-degree right turn, along the white plaster wall, another floor-to-ceiling glass panel looks out onto a small atrium with a bonsai red pine. A few paces around the corner to the left, beyond a coat closet, you are back in the foyer.

Passing the floor-to-ceiling glass sidelight and wood-framed glass front door, the foyer opens into a dining room. In the dining room to the left, another wide, floor-to-ceiling glass wall directs dining room attention outside, through an atrium that shelters a tall pine tree, to the front yard. This glimpse outside is a reminder to take a few steps back, well into the foyer and face the front of the house. From this perspective, it is hard not to imagine glorious sunset views from all three rooms one has just visited.

Taking a few steps back into the dining room, a view to the far-right corner reveals a narrow, floor-to-ceiling glass wall panel. The exterior view is shown later, from the kitchen patio.

Note that there is no door in the doorway to the right, to prevent easy access from dining room into the updated (2002) kitchen. Entering the kitchen from this doorway, to the left, is a new, floor-to-ceiling sliding glass door unit, which accesses a kitchen patio and the driveway.

From the kitchen on, we have reached the imaginary dividing line that seamlessly segues into semi-private areas of the residence. Leaving the kitchen through the pantry and on through it, is a short perpendicular hallway. Immediately to the right, and on the right, is a guest lavatory/powder room, which gives quick access to living room, dining room, kitchen, and pool courtyard. To the left, is a long, glass-walled hallway, parallel to the swimming pool courtyard.

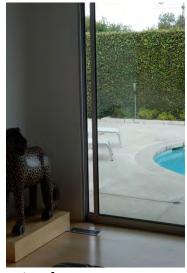


Bedroom wing hallway

Turning left from the powder room, this short hallway leads to an office that can also serve as a spare guest bedroom that shares a charming patio with the kitchen, P23. From it, through the Jack & Jill bathrooms and closets and turning left is the guest bedroom. both it and the office enjoy floor-to-ceiling glass exits and patios, one looking west along the driveway, the other facing east, to garage courtyard and sculpture garden.



View from office (P23)



View from master BR (P24)



View from guest BR (P25)

Turning right, through the guest lavatory, then left is the master suite. The master bedroom suite can be accessed through a folding door, closed when privacy is desired, but generally left open to enjoy the glass wall expanse overlooking the swimming pool P25. Through the master suite and dressing room, a master bathroom features a rear door that, to the right, leads to the swimming pool courtyard.

Proceeding along the garage wall to the left, if one can forego a swim with the ducks in the inviting pool to the right, one can look across the pool to the floor-toceiling glass foyer and kitchen entry in the right corner, and left across the floor-to ceiling glass living room wall, and tucked in, along a locked pathway and chimney along the south facade, completing your virtual tour of the 1969 Cox Residence.



RELEVANT CRITERIA FOR LOCAL DESIGNATION

Although the South Pasadena Cultural Heritage Ordinance specifies eleven potential criteria for landmark designation, a property need qualify for only one. Should documentary evidence indicate that a property meets two or more criteria, evidence should be presented for all designation criteria that apply. The property at 534 Arroyo Drive appears to qualify for six of the eleven criteria: numbers 1, 4, 5, 6, 7, and 9.

Criterion 1 - Interest or value as a part of the heritage of the community. Formal rectilinearity of John Galbraith's classic International Style residence for Paul and Caryl Cox typifies the transition from early cubist forms of architectural modernism to the futurist angularity and exuberance of full-flavored Mid-Century Modernism.

South Pasadena's strong inventory of residential neighborhoods developed in early decades of the twentieth century, gave little expectation of what was to come in mid-century. Back in 1911, the radical modernism of Irving Gill's design for the Miltimore residence had contrasted sharply with prevalent Craftsman and Period Revival styles in South Pasadena without noticeable change in local design standards. While the Miltimore's reformist appearance may have instilled a modicum of familiarity with modern architecture in the community, but it caused no immediate shift in architectural preferences or heritage. The city's comfortable, homespun, Craftsman heritage from the early 20th Century remained a warm and reassuring option, while Period Revival Styles that followed the First World War, imbued a sense of history, tradition, and added a layer of worldliness to South Pasadena's heritage-related values. The post-war period, after the second World War, was a game-changer, ushering in a new and exciting era, with new priorities.

Not until the development boom following WWII, did the design context change. Heritage and tradition were not thrown out the window, however, particularly in South Pasadena, but as lifestyles and popular tastes evolved, so did architecture. The mid-century brought with it a virtual explosion of enthusiasm for casual, outdoor living, open floor plans, courtyards, and patios – sometimes from almost every room in the house. In his residential commissions, John Galbraith was especially attuned to the revolution in clients' lifestyles, always asking both husband and wife to write their own personal essays, describing what each wanted to do in-and-around their new home. If they were interested, he also asked the children. Galbraith often said his job was to build lifestyles, not shelters. His residential architecture thus exemplified the California dream of transparency between indoor-outdoor living.

Criterion 2 - (Not applicable as location as a site of a significant historic event.)

Criterion 3 – (Not applicable as being Identified with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States.)

Criterion 4 – Exemplification of a particular architectural style of an era of history of the city. The Cox house was constructed in 1958, well into the Mid-Century Modern era that began at the end of World War II and continued until about 1970.

Discovering that outdoor living was important to quality of life, it became the holy grail of postwar, middle-class housing, and was particularly suited to the exuberant, ultra-casual, California life-style. Although Mid-Century Modern architecture came to embrace almost everything from Bauhaus to Googie, with California Ranch-Style getting the popular vote, the Cox house stuck fairly close to the International Style ideal; Its flat roof, single story horizontality, formal rectilinearity, all façade angles at 90 degrees; absence of architectural adornment; and extensive planes of aluminum-framed, transparent, floor-to-ceiling plate glass walls, alternating with wood-framed wall sections clad in off-white stucco. Its trademarks were prima facie: absence of architectural adornment, open floor plans, and extensive use of floor-to ceiling plate glass, blending indoor living spaces with outdoor patios or swimming pools, accented by grass and foliage.

As a nod to his Mid-Century Modern colleagues, Galbraith integrated two of their significant design ideals into its front façade. First, by anchoring recessed glass wall expanses with regionally quarried stone masonry, and second, by seamlessly integrating indoor and outdoor living spaces, demonstrated by (a) vast expanses floor-to-ceiling glass walls and doors between interior spaces and exterior patios, courtyards, and gardens; and (b) enclosing a tall pine tree in an atrium within the

residential footprint, surely, and adroitly blending indoor and outdoor living spaces-a holy canon of Mid-Century Modern architecture.

Criterion 5 – Exemplification of the best remaining architectural type in a neighborhood. Historic Resource Group's 2015 "City-Wide Survey of South Pasadena Mid-Century Modern Resources" identifies the 500 block of Arroyo Drive as a "cluster of Ranch Style residences." While the Ranch Style was, indeed, a popular Mid-Century Modern architectural choice, in no way, shape, or form, can John Galbraith's Cox House at 534 Arroyo Drive be considered Ranch Style. It stands, however, as the best (and only) example of International Style, Mid-Century Modern architecture in the neighborhood.

As discussed under Criterion 4 above, 534 Arroyo Drive represents an excellent local example of International Style architecture built in the mid-century. It embodies the distinctive characteristics of the type, possesses high artistic value, exemplifies tenets of the International Style, stressing simplicity of design, with asymmetric, horizontal, and strictly rectangular form, prominent use of local, natural material, and integration of the building with its surrounding landscape. The Ranch Style cluster clearly exhibits some of these character-defining features, but their wide, sweeping, shallow-pitched, roofs contrasts sharply with the formal rectangularity and transparency of the residence at 534 Arroyo Drive. In Short, the Cox House is not only the best remaining International Style residence in the neighborhood, but also one of the very best in South Pasadena.

Criterion 6 – Identification as the work of a person whose work has influenced the heritage of the city, state, or the United States. Residential architecture in mid-century South Pasadena thrust forward optimistically on the cusp of a new era. Eager to respond to post-war life-style changes, newspaper, magazine, and television journalists clamored for simple, eye-catching designs, open floor plans, and transparency between indoor and outdoor activities. While dazzling photos and drawings touted designs of Neutra, Schindler, and USC Case Study Home Program finalists, architect John Galbraith met with Paul and Caryn Cox on a knoll above Arroyo Drive to probe their thoughts and preferences regarding their future home. More than likely, both had seen several of those captivating modern designs.

Galbraith was not a heralded USC Case Study modernist, nor was he boosted and blessed by Julius Schulman's photography. Either one of these critical christenings

would give an architect a major leg up in getting media attention and public acceptance. Against all odds, with a B.A. in Architecture from the University of Washington, a couple of years as a draftsman/designer in the Pasadena office of well-known and respected architect, Harold J Bissner, and, having recently hung out his own John F. Galbraith & Associates shingle, Galbraith was ready for action on a new front. A decade after his USC peers had launched their careers, Galbraith's would begin and proceed without fanfare. Although he scrupulously avoided self-promotion, the quality of John's work and his innate competitiveness did not allow him to stay out of the limelight for long.

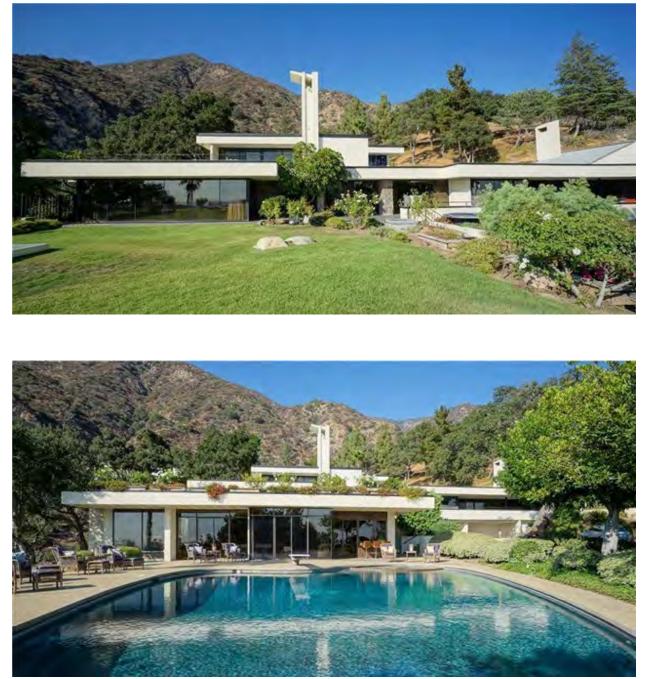
As a fighter-pilot for the United State Army Air Corps in World War II. Galbraith had already proven his drive and tenacity. Reconnaissance would now be his first priority. Mature and world-wise, he fully understood that architecture would be essentially a quality-of-life issue for clients. In his initial interview with the Coxes, he asked Paul and Caryn to write essays, without consulting with each other, regarding their own visions and wishes for the home to be built on the knoll along Arroyo Drive. What would it look like? What would it feel like? Galbraith would then draft preliminary architectural renderings that would prioritize and translate their vision(s) into what he thought would represent good architecture and take full advantage of site character. They would meet again to make any desired or necessary changes before construction would begin.

This client-focused design paradigm would prevail and expand through the remainder of the 1950s, and into the 1960s, 1970s and 1980s, during which time at least seven Galbraith residences were cited as "HOME OF THE WEEK" in Sunday pictorial features published by <u>Pasadena's Independent Star News</u>. More recently, <u>The Los Angeles Times</u> cited a 2009 remodel of a Galbraith oceanside home on Dana Point as having "retained its high-tech feel." (See Appendix for copies of representative media commentary.)

Perhaps, however, with his career spanning the entire Mid-Century Modern era, Galbraith's influence and legacy can best be demonstrated by reviewing photos of a few of his creations that still sparkle, unchanged and unequaled, on well-chosen sites in the Pasadena area and southward.



John Galbraith. 2105 Villa Heights Road, Pasadena

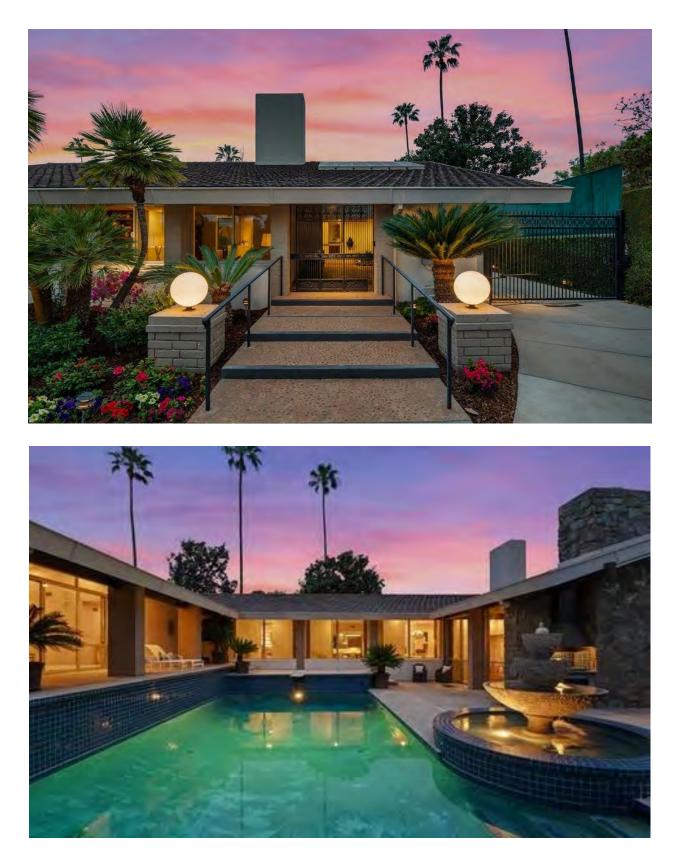


John Galbraith. 2147 Villa Heights Road, Pasadena





John Galbraith. 32631 Balearic Road, Dana Point



John Galbraith. 1275 Old Mill Road, San Marino

Summing up his career in a 1968 interview, Galbraith referred to his considerable body of work as being "... all different, and not instantly recognizable as mine..." This might be questionable. Reviewing his whole body of work, several lifetimes after it was created, might lead to a different conclusion. Galbraith's legacy will have to speak for itself in the generations to come. At present, a discerning eye can look at these photos, along with images of the Cox residence (and perhaps several other Galbraith Mid-Century Modern homes in Pasadena, Hacienda Heights, and another here in South Pasadena), and draw your own conclusions.

Criterion 7 – Embodiment of elements of outstanding attention to architectural design. Galbraith's design for the residence at 534 Arroyo Drive gave outstanding attention to the overarching elements of the International Style: pure, unadorned, architecture and functionality. Unstinting attention was given to cubic, rectilinear design, unmarred by architectural ornamentation and to the welcoming transparency of floor-to-ceiling expanses of glass walls.

Side and rear facades add drama and functionality as recessed patios and courtyards come into view from thoughtfully articulated indents that shelter floor-to-ceiling glass walls and bump-outs that transmit glorious daylight and outdoor perspectives into interior spaces.

Entry from the front façade reveals an open, minimally obstructed view of greeting, living and dining spaces and a view of the swimming pool courtyard, through transparent glass walls, altogether providing a breathtakingly seamless extension of indoor living, and entertaining activities that segue to al fresco wonders. Architecturally unadorned white walls, sans cornices, baseboards, or framing around windows, doors, and doorways, enhances texture and color of furnishings and cherished artifacts.

Appreciating how meticulously Galbraith played with structure, space, and light to enhance life-quality throughout the property takes a keen eye. One might miss the unusually narrow, floor-to-ceiling glass wall section in the dining room wall adjacent the kitchen. With its wide doorways from foyer and living room, the dining room would already receive ample light and openness from the floor-toceiling glass wall on the opposite side of the room. This added touch clearly reflects outstanding attention to architectural design. It provides surprise, balance, and enhances whatever artwork an owner might choose for the north dining room wall.

Criterion 8 - (Not a part of, or related to a square, park, or other distinctive area, which should be developed or preserved according to a plan based on a historic cultural or architectural motif.)

Criterion 9 – Unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood. The Cox house sits on a high knoll, overlooking the Arroyo Seco. The site was appreciated and well used before South Pasadena was founded. Two hundred and fifty years ago, a cluster of native American Indians, the Hahamognas, established a village on this knoll. They have long since departed, but the scenic vista along the 500 block of Arroyo Drive remains virtually unchanged and today, one of South Pasadena's premier natural resources.

Implausibility of development on the opposite side of Arroyo Drive virtually assures that the panoramic viewshed across the wide arroyo recreation area, and across northeast Los Angeles to the horizon, will continue for many generations to come. Absence of structures on the opposite side of Arroyo Drive has not only created a premium path for pedestrian exercise: jogging, biking, and dog-walking. As an added bonus, it often provides for spectacular sunset views from homes along the 500 block, particularly from the front yard, living room, and dining room of the Cox house at 534.

Criterion 10 Yielding info of archeological interest...

Criterion 11 (Exclusive to historic district nominations)

HISTORIC INTEGRITY

In addition to meeting one or more eligibility criteria, the South Pasadena Cultural Heritage Ordinance requires that a property must retain Historic Integrity, the ability of a property to convey its significance. Integrity is measured by the authenticity of a property's historic identity, evidenced by survival of physical characteristics that existed during the property's historic period. The National Register recognizes seven aspects or qualities that comprise integrity: integrity of location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity a property will always possess several, and usually, most of these qualities. The seven aspects of integrity are listed and defined as follows:

LOCATION is the place where the historic property was constructed or where an historic event took place. The Cox Residence was built a 534 Arroyo Drive in South Pasadena, the exact place where it is today.

DESIGN is the combination of elements that create the form, plan, space, structure, and style of a property. John Galbraith's classic International Style residence with horizontal massing, with articulated planes of glass and stucco that make outside part of the interior and vice-versa is a beautiful blend of architecture and function in the Mies van der Rohe tradition: fantastic design, fantastic functionality.

That buildings age, is universal. Some age well, many, not so well. When a new owners acquire an abandoned property, which had not been well maintained, substantial repair and renovation would usually be expected. By the early 21st century, the house at 534 Arroyo Drive was not only abandoned, but, despite its traces of Mid-Century Modern design, the structure was considered a tear-down by most realtors and prospective buyers.

Fortunately, the dynamic duo of Joan Hillard and architect-partner, Duncan Todd, AIA, were up to the challenge. Duncan absolutely loved the house. He was in lockstep with Galbraith's approach to form, plan, transparency, style, structure and sensitivity to spatial fluidity. With Joan at his side, totally absorbed in decisionmaking, Todd must have "channeled" or reincarnated Galbraith; the remodeled kitchen is a close cousin to a kitchen update Galbraith himself did for a 1955 house he built in Hacienda Heights. **SETTING is the physical environment of a historic property**. In a quiet, upscale neighborhood, the property at 534 Arroyo Drive looks out across and above the historic Arroyo Seco nature and recreation area, and across a goodly portion of northeast Los Angeles to the western horizon. Absence of structures on the opposite (west) side of Arroyo Drive, offers spectacular sunset views from the Cox front yard, living and dining rooms. The same environmental qualities also provide premium access to recreational jogging, hiking, cycling and dog-walking.

MATERIALS are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. Articulated facades, juxtaposing broad expanses of aluminum-framed plate glass wall sections with wood-framed wall segments clad in stucco have been expertly maintained. Minor alterations have been completed with identical materials and configurations throughout, with one noteworthy exception, the original, tar and gravel, flat roof, which had apparently been compromised by poor maintenance and boneheaded resurfacing measures in previous decades, resulting in numerous and persistent leaks. Duncan Todd to the rescue. To maintain integrity of interior spaces, Duncan supervised installation of a, flat Sanafil* roof, visible only from a bird's-eye view.

WORKMANSHIP is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. With the substandard roofing maintenance problem resolved, and with Duncan Todd's' commitment to superior workmanship on all necessary repairs and maintenance, the Cox house is as pristine as it ever was, from mid-century to the present.

FEELING is a property's expression of the aesthetic or historic sense of a particular period of time. The Cox house couldn't be truer to John Galbraith's aesthetic sense than if the house had been sealed in a time capsule on the day he put on his final finishing touch.

ASSOCIATION is the direct link between an important historic event or person and a historic property. Without doubt, the most important person directly linked to the historic property at 534 Arroyo Drive was and is architect John Galbraith. Mature, married and world wise, Galbraith received his bachelor's degree in Architecture from the University of Washington in 1949, whereupon, John and Nettie Galbraith (nee McKenzie), his wife for only three years, moved to Southern California. Galbraith's first professional position in 1950 was as a designerdraftsman in the office of well-known local architect Harold J. Bissner, before he opened his own office, John Galbraith & Associates, in Pasadena in 1952. The Cox house, built in 1959, was the eighth project built by Galbraith & Associates, preceded only by his own house, in 1954, six more residences, and a commercial commission in 1955.

Therefore, the Cox residence retains integrity of location, design, setting, materials, workmanship, feeling, and association.

South Pasadena Historic Landmark Nomination

Paul and Caryn Cox Residence 534 Arroyo Drive

Appendix:

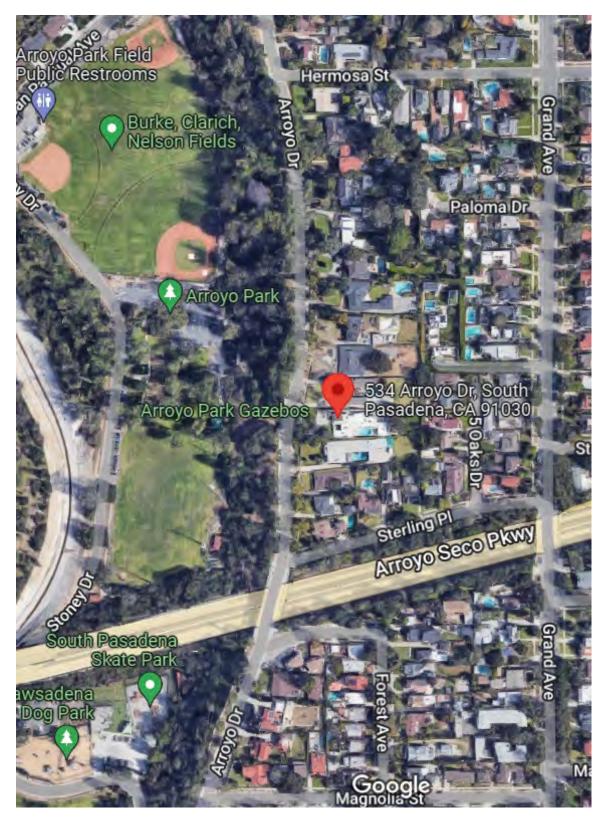
Cox from the Air Aerial Photo Sanborn Map Parcel Map

Cox from the Drafting Table Original Floor Plan Original Elevations

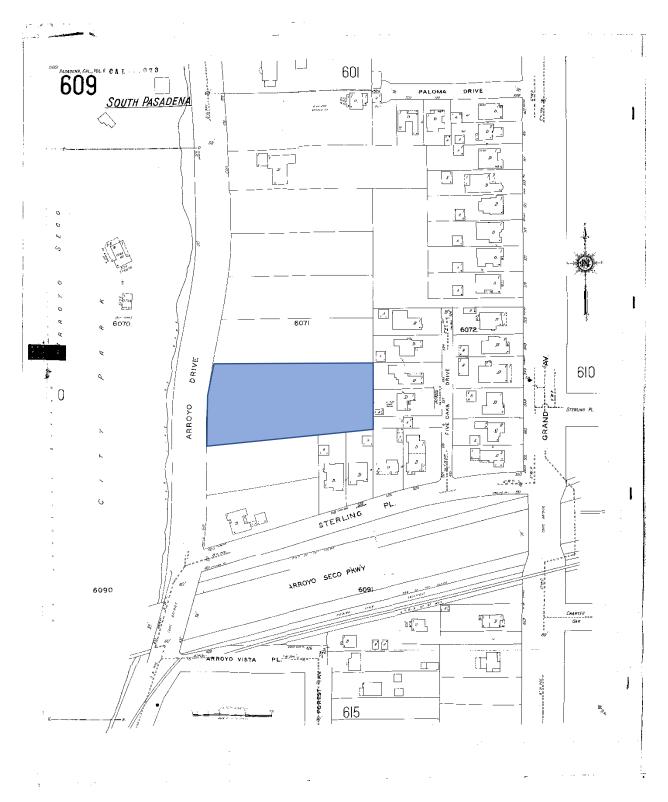
Galbraith Bio and Body of Work

Galbraith's Work in the News

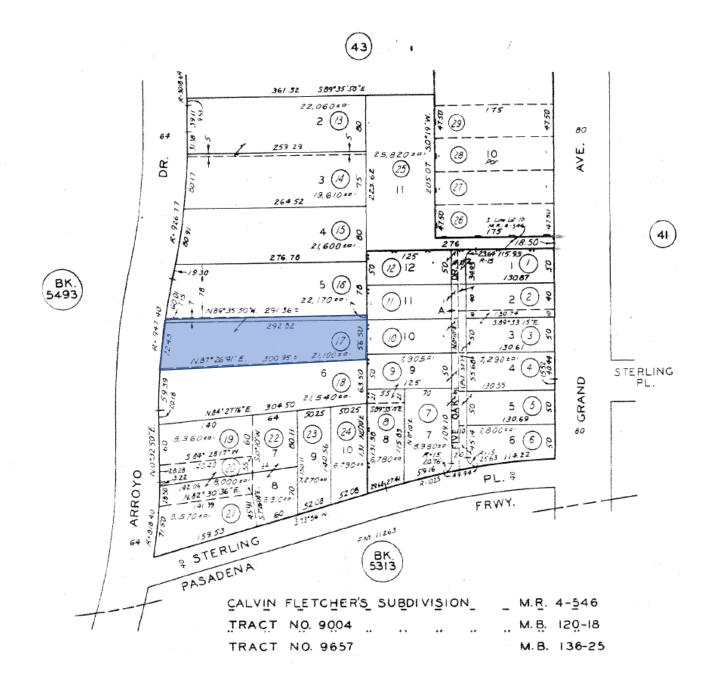
Cox/Galbraith in the documents Permit Records DPR Form 523



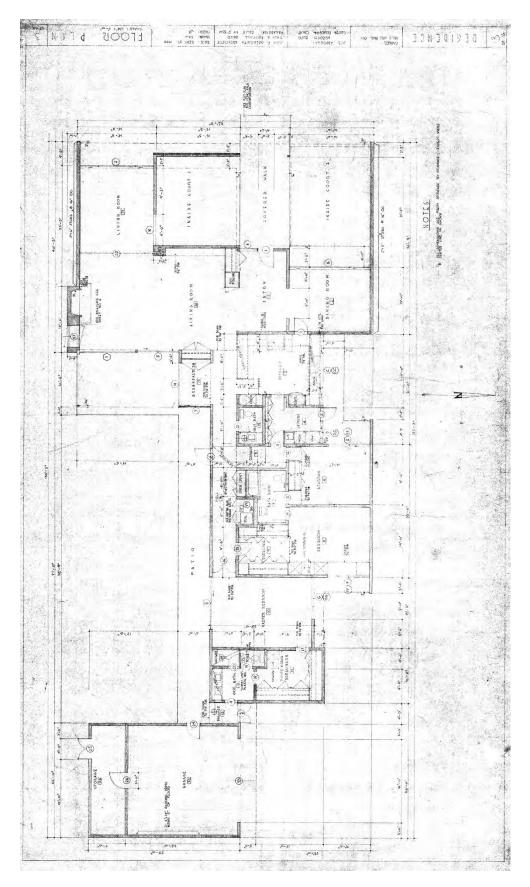
534 Arroyo Drive, South Pasadena Aerial view, Google Maps, 2022



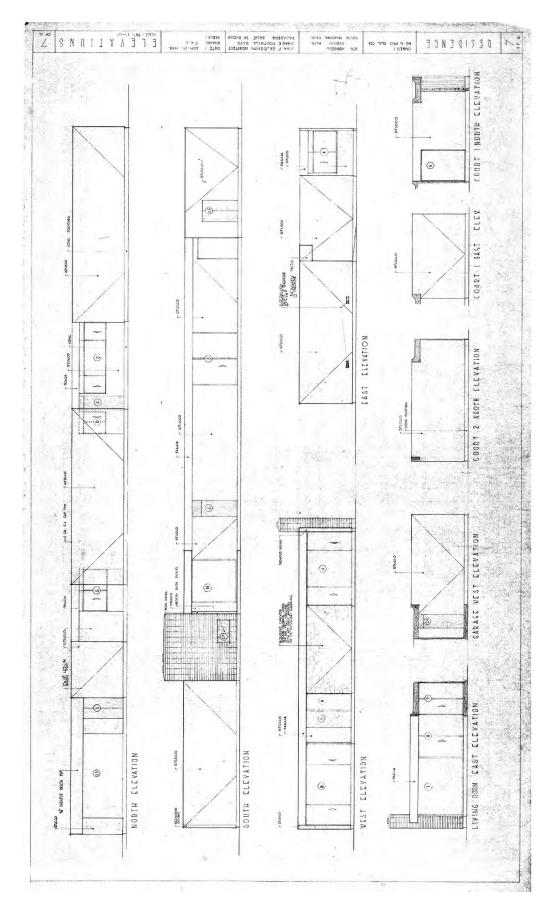
Sanborn Map, Pasadena, 1930-1951, Vol. 6, Sheet 609 Subject site still belongs to a larger undivided lot



Parcel Map, 1982, Los Angeles County Assessor's Portal Subject site after a subdivision



John F. Galbraith. Cox Residence. Floor Plan. 1958



John F. Galbraith. Cox Residence. Elevations. 1958

John Franklin Galbraith's bio

John Franklin Galbraith was born on February 11, 1923 in Washington, DC, to Winston W. and Lucille Galbraith. Before they married, Lucille worked in the Treasury Department's Bureau of War Risk Insurance, but left in 1920 to work in the home, raising two sons, John and his younger brother, Robert. Winston Galbraith was an accountant with the Federal Government and prior to 1940, they moved to Albuquerque, NM, where Winston was assigned to the Bureau of Indian Affairs before the family returned to the Washington D.C. area, eventually settling in Glendale, California.

When war broke out, John volunteered for the Army Air Corps, just out of High School. He became an officer and trained as a fighter pilot. From 1942 to 1947, John Galbraith served as a Captain in the United States Army Air Corps. After World War II, John married Nettie McKenzie in 1946. In 1949, he earned his B.A.in architecture from the University of Washington. Upon graduation, John and Nettie moved south to the San Gabriel Valley and, between 1951 and 1953, they lived at 9506 East Bogue Street in Temple City. While there, John built his growing family a new home at 1262 Hartwood Point Drive, in Pasadena. In 1954, the Galbraiths moved in and were to stay there until the late 1990s.

Galbraith's first professional position was as Designer-Draftsman (1950-1951) in the office of well-known Los Angeles architect Harold J. Bissner. In 1952, he opened his own office, John Galbraith Architect, AIA, at 2805 E. Foothill Boulevard, in Pasadena. He joined the Pasadena & Foothill Chapter of the American Institute of Architects in 1959.

As John F. Galbraith and Company, Incorporated Architects, AIA, the new firm moved to 3468 E. Foothill Boulevard in 1963. By 1967, the need for added staff and space, brought in L. Culp and F. C. Reardon as vice-presidents and C. Lester as secretary, and Galbraith as president, whereupon they became John Galbraith and Associates, Incorporated. The new firm relocated to 181 South Los Robles Avenue. By 1969, John decided to downsize and looked forward to an early retirement, and moved to 222 North Craig Avenue. At this point, although the family was well set, financially, John was commissioned by a-list entertainment executive to build a state-of-the arts mansion on his 13-acre estate in greater Pasadena (the Marcheschi House). It was to be large and lavish to entertain and impress his associates and friends. Construction began in 1972 and was about half-finished, and to-the-nines in accord with the client's vision and pocketbook, when the pocketbook vanished. Construction ceased, but Galbraith agreed to stick with the project until funds were available. In 1980, John was able resume. The basic structure remained, but appliances and appurtenances were greatly simplified, perhaps for the better. In 1991, the Pasadena Showcase House of Design organizing committee selected the property for its annual event, and it was a huge success.

John F. Galbraith was still maintaining his license in 1999, but by the early 2000s, he had moved to a retirement home, reportedly in Colorado. *No obituary has been found, the date and place of his death remain unknown.*

John Galbraith's legacy, nevertheless lives on. Although he left behind a number of well-designed commercial and institutional structures, he is best-known for his residential designs. And, from 1960-1964, at least seven Galbraith residences in the Pasadena area were blessed with Sunday "Home of the Week" pictorial coverage in the Independent Star News. Also, just a few years ago, in 2000, the Los Angeles Times published a beautiful retrospective Sunday "Home of the Week" pictorial on Galbraith's "Casa Pacifica" in Orange County at Dana Point (reprints of all Galbraith "Homes of the Week" are provided in the Appendix).

Selected residential projects:

- John and Nettie Galbraith House, 1262 Hartwood Point Dr, Pasadena, 1954 (demolished)
- William J. Gosline House, 1600 Highland Oaks Dr, Arcadia, 1954 (demolished)
- Ferdinand Jean Delzaert House, 606 S Euclid Ave, 1955 (demolished)
- Carroll and Leonard Wendland House, 2689 Turnbull Canyon Rd, 1955
- Jessie Ivers House, 1313 Mountain View Ave, South Pasadena, 1956
- P. Melvin Knoll House I, 2105 Villa Heights Road, Pasadena, 1956
- W. Phil Sechler House, 2804 E California Blvd, Pasadena, 1958
- Paul and Caryn Cox House, 534 Arroyo Drive, South Pasadena, 1959
- Rand Lewis House, 3170 Mesaloa Lane, Pasadena, before 1960
- C.A. Stanley House, Pasadena (foothill property), before 1960
- Robert Culp House, 4025 Alta Vista Dr, La Canada Flintridge, 1960
- Leonard Weeks House, Carmel, 1961
- Winston W. Galbraith, 463 N Canyon Blvd, Monrovia, 1961 (altered)
- S. Bartley Cannell House, La Canada Flintridge, before 1963
- P. Melvin Knoll House II, North Kinneloa Ranch, Pasadena, 1963
- "Olympia Pacifica", 32621 Balearic Road, Dana Point, 1964
- **The Horizon House,** 31911 National Park Dr, Laguna Niguel, 1963 (often attributed to George A. Bissell)
- Brian Burton House, 1210 S Grand Ave, Pasadena, 1965
- Single-family House, 1275 Old Mill Rd, San Marino, 1967 (altered)
- Whitmore Adams House, 900 Rosalind Road, San Marino, 1969 (altered)
- Marcheschi House, 1782 Sierra Madre Villa Ave, Pasadena, 1972-1981 (Pasadena Showcase House of Design), 1991

11 - 73

Selected commercial and institutional projects:

- **Temple City Professional Pharmacy & Medical Building** (owner P.K. Knoll), 9678 E. Las Tunas Drive, Temple City, 1955

- Swimquip Inc., 3301 Gilman Rd, El Monte, 1959 (altered)

- Unitek Corporation, 2724 Peck Rd, Monrovia/Irwindale, 1960 (altered?)

- Fortifiber Corporation, 1870 Airways Blvd (?), Memphis, TN, 1960

- **South Pasadena Christian Church** 1316 Lyndon St, South Pasadena, 1961

- **The First Central Christian Church** (sanctuary addition), 789 N. Altadena Drive, Pasadena, 1967

- Southern California Gas Company / George Ellery Hale Building, City of Pasadena Permit Center (addition), 175 N Garfield Ave, Pasadena, 1967-1968

- **Pasadena Water Treatment Plant**, Gabrieleno Trail, west end of Altadena Drive, 1969

Resources:

AIA Historical Directory of American Architects: https://aiahistoricaldirectory.atlassian.net/wiki/spaces/AHDAA/pages/35690 277/ahd1015169

Ancestry.com

Newspapers.com

Pacific Coast Architecture Database: https://pcad.lib.washington.edu/person/4386/

Little Gem with History (Horizon Home) https://www.eichlernetwork.com/article/little-gem-history?page=0,5

Pasadena Central Library, Centennial Room, Architectural Notebooks

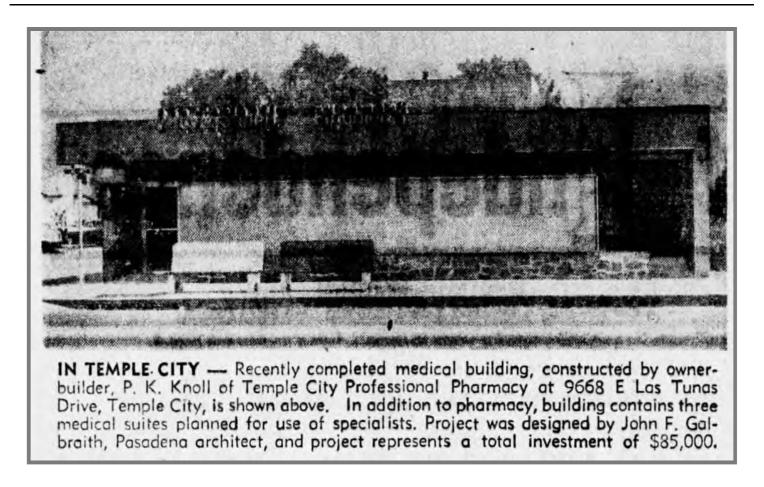
Galbraith's Work in the News

Newspapers

by Mancestry https://www.newspapers.com/image/381109475

The Los Angeles Times (Los Angeles, California) $\,\cdot\,$ Sun, Jul 3, 1955 $\cdot\,$ Page 58

Printed on Mar 8, 2022

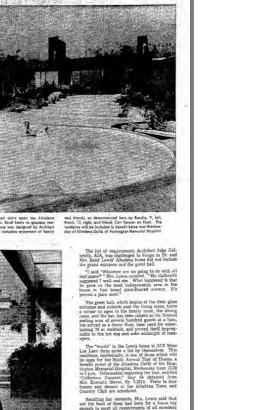


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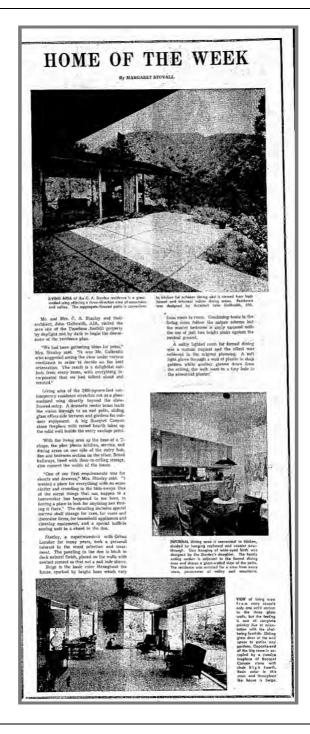




HOME OF THE WEEK

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Los Angeles Times

LATIMES.COM/BUSINESS

REAL ESTATE

Where a spy might let down his guard

A Dana Point home retains its high-tech feel after a remodel.

SCOTT MARSHUTZ

It's more of a compound than a house — something right out of a James Bond flick. One hundred and fifty tons of cement rests on eight masoury columns.

The concrete roof was formed with conventional steel over a patented modular system lined with fiberclass.

tem lined with fiberglass. The use of stainless steel not only in the decor, but also as a building material, provides durability and ease of maintenance. Radiant floor heating in the living room and outside decks offers temperature control.

A structure built in 2009, perhaps? No. This is how Pasadena architect John Galbrailth's Olympia Pacifica in Dana Point was described in a 1964 sales brochure. Galbraith's emphasis was

Galbraith's emphasis was on architectural freedom, and he pursued it boldly — albeit not cheaply.

More than 50 contractors and manufacturers had their fingerprints on the project. The purchase price: \$320,000

The sprawling single-level home, which has a four-car subterranean garage of about 1,300 square feet, set vacant for 12 years before its current owners bought it in 2005 and began the archuosa task of updating it.

In the gutted kitchen, custom walmut cabinets and stainless-steel appliances, including an exhaust hood over the indoor barbeeue, were removed. Two parallel islands topped with granite include both food prep and bar areas that now foot in the space. Since the roof is supported

Since the roof is supported by columns, a non-load-bearing wall, which divided the kitchen from the living and dining areas, was easily removed. Without the wall, the open



BUILT IN 1964: Pasadena architect John Galbraith's goals for the single-level home were permanence and flexibility.



PANORAMIC VIEW: The oversize great room features 2,500 square feet of no-grout travertine tiles set on a diagonal. A fossil wall sculpture sits above the fireplace.

kitchen flows into an oversize great room where the shag carpet was replaced with 2,500 square feet of no-grout traver-

tine tiles set on a diagonal. The view looking toward the ocean became instantly panoramic. To break up the white tones, freplace.

ledger stone now covers the marble that once flanked the fossil wall sculpture above the Both master suites and their connecting bathrooms were completely remodeled. The suites have access to the pool through sliding glass doors.

Galbraith's goals back in the '#9s were permanence and fluxlibility — so that 50 or 100 years later the home would still "sit above the ocean as a tribute to an age of advanced technology and architectural beauty," according to the original brochure.

That permanence and flexibility remain intact.

real.estate@latimes.com To submit a candidate for Home of the Week, send high-resolution color photos with caption and credit information on a CD and a detailed description of the house to Lauren Beale, Real Estate, Los Angeles Times. 202 W 1st St., L.A., CA 90012. Questions may be sent to homeoftheweek@latimes.com. Above the ocean

Location: 32621 Balearic Road, Dana Point 92629

Range priced: \$3,500,000 to \$3,999,876

Previously sold for: \$2,289,000 in 2005

Size: There are four bedrooms and five baths in approximately 4,500 square feet

Lot size: 12.420 square feet

Additional features: Dacor. Sub-Zero, G.E. and Fisher-Payke Nichen appliances, including double dishwashers and warming, drawers undor stove: birch custom cabinelty; glass bowl sinks; zoned heating system; two Noritz tankless water heaters; Patasonic projector with 105-inch screen; new salt-water pool and spa; composite dock; lynx gas barbocue; bronze-linted windows for glare protection, privacy and energy conservation; interior koi pond.

Around the neighborhood: In 2008, I76 surgle-family homes sold in the 92629 ZIP Code at a median price of \$840,000, according to MDA DataQuick, a price decrease of 14% from 2007. Last week, 177 single-family homes were histed for sale in this ZIP Code, ranging from \$285,000 to \$24 million, according to Realforcom.

Agents: Danielle Wilson (949) 584-6469 and Karan Masters (949) 338-8818, Surterre Properties

latimes.com

Home of the Week photo galleries Check out more photos of this and previous homes.

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Star-News 3-30-69

First in Century

Pasadena to Start Water Treatment

By PAULINE THOMSON Staff Writer

For the first time in the 100 years since Pasade-na started taking water out of the Arroyo Seco, the water will be treated when the city's Water Treat-ment Plant is constructed at the westerly end of Al-tadena Drive north of Derivit's Cate Deriv tadena Drive north of Devil's Gate Dam.

Plans for the new plant, estimated to cost \$560,000, will be recommended to the Board of City Directors for approval by the Planning Commission. When the plant is completed and in operation, it will filter water coming from the Arroyo Seco streambed, Feather River Water, the Foothill feed-er and the reservoir behind Devil's Gate Dam, John L. Behner, general manager of the Water and Pow-er Department pointed out. "Actually, we will be able to salvage more of the stream flow since we will be able to take it when

stream flow since we will be able to take it when turgid and treat it. At the present time, we have to wait until it is clear to take it into the Pasadena water system," Behner said.

The Planning Commission approved the filtration plant design which was prepared by James M. Montgomery Consulting Engineers, Inc. John Gal-breth is architect for the building.

breth is architect for the building. The only changes suggested by the commission involved using the same material as used in the main building, a rough concrete texture, for the west end of the treatment building where two chem-ical tanks are located. The original design showed them enclosed by a galvanized steel fence. The filter building, where the mechanical back-wash equipment will be installed is located at the west end, measuring 165 feet long and 40 feet wide. Chlorination facilities valve structures and meter-

Chlorination facilities, valve structures and metering are located at the east end.

Two sedimentation basins, 40 by 150 feet, are in the rear of the filtration plant.

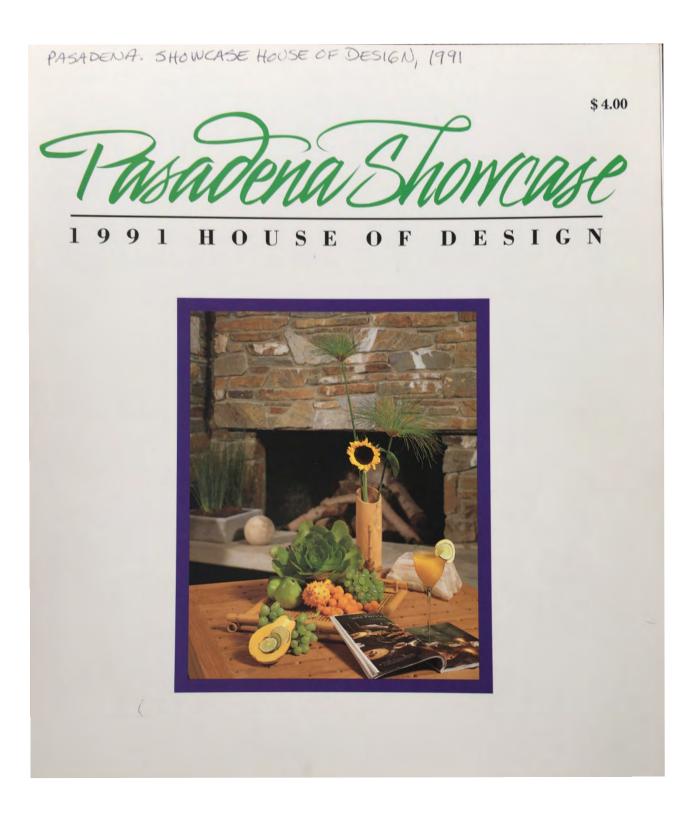
It is planned to landscape the site with trees and shrubs, Behner said.

PASADENA PUBLIC LIBRARY FINE ARTS ROOM



TREATMENT PLAN --- Architect's drawing shows proposed water treatment plant to be built by the Pasa-

dena Water Department on city property on Arroyo Seco, near west end of Altadena Drive for \$560,000.



House History

Sitting atop a gentle knoll at the base of the San Gabriel Mountains, the 1991 Pasadena Showcase House of Design is 11,500 square feet of modern styling presiding over more than six acres of manicured lawns and gardens set in a ruggedly natural landscape. This home was designed by architect John Galbraith, and constructed between 1972 and 1981.

This site on the alluvial plain, framed by the dramatic backdrop of mountains, has drawn lovers of nature and beauty for more than a century. The boundary of Rancho San Pasqual which comprises most of present day Pasadena was located just to the west; to the south was the border of Rancho Santa Anita, which is now modern day Arcadia. This lot shares its history with that of the Sierra Madre Villa Hotel, which opened in 1877 and was the first hotel in the Pasadena area. Located just south of Old House Road, the hotel was part of a parcel of 500 acres acquired in 1874. The grounds of the hotel, a haven for Easterners craving the gentle winter climate of Southern California, were planted with orchards and vineyards and landscaped with rose gardens and ornamental trees. local social center, the hotel was famous for its lovely setting and fine cuisine as well as the activities of horseback riding, hunting and fishing in the nearby canyons. Guests enjoying these daytime activities and evenings of dancing parties and musicales included Ulysses S. Grant, Collis P Huntington, and the Crocker and Mark Hopkins families of San Francisco.

The 1880's brought a real estate boom to the area, and land surrounding the hotel was subdivided into the Vosburg Tract. In 1912, an 81,000 sq. ft. reservoir north of the property was connected by a pipeline to a pump house located on the property, the foundation of which remains. The Vosburg name is still visible on the cross street immediately south of the house.

It was nearly fifty years before this impressive site hosted a permanent structure. In 1928 a local dentist commissioned architect Robert Ainsworth to design and construct a two-story Italian Villa. Built in 1929 this home featured extensive use of arches atop six foot high columns, with twelve inch wide hollow plaster walls Extensive detailed grill work ornamented the balconies and windows and the grounds contained orange and avocado trees as well as large oak trees. On the property today several reminders of the original dwelling remain: the gazebo perched at the brink of the canyon and the garage on the lower west side are as they were originally. Most of the downstairs, including the furnace room, the cool room and the playroom, as well as the chimney of the fireplace in the upstairs living room were all part of the original house.



In 1972 John Galbraith was commissioned to design the existing "modern" house. Construction commenced in 1973, although work was suspended several times over the next eight years as the economy changed. In 1977 the house was completed, with the exception of the salon and master bedroom. Several plans for these two areas were considered: the salon was originally intended as the master bedroom, to take advantage of the sweeping valley views and breathtaking sunsets. This plan was altered, however, and the house was completed in its present form by 1981.

The outstanding features of the house include the Bouquet Canyon stone used for walls and fireplace facings, and the use of decorative screens, skylights, and walls of windows. The natural light at all times of day filter through the windows and screens, playing off the woods and stone of the rooms. And creating a relationship with the constantly changing external environment. A special low-voltage lighting system and radiant heating, both which can be controlled in discreet sections of the house without involving others, are "high-tech" features of this home.

The swimming pool was originally built in 1945, and re-done in 1983-84. The initial construction of the house was begun by Harold Herriott, who died before its completion. Later construction was undertaken by O. K. Earl, a long-time Pasadena area residential builder. Construction was completed by the architect's son, Jeffrey W. Galbraith.

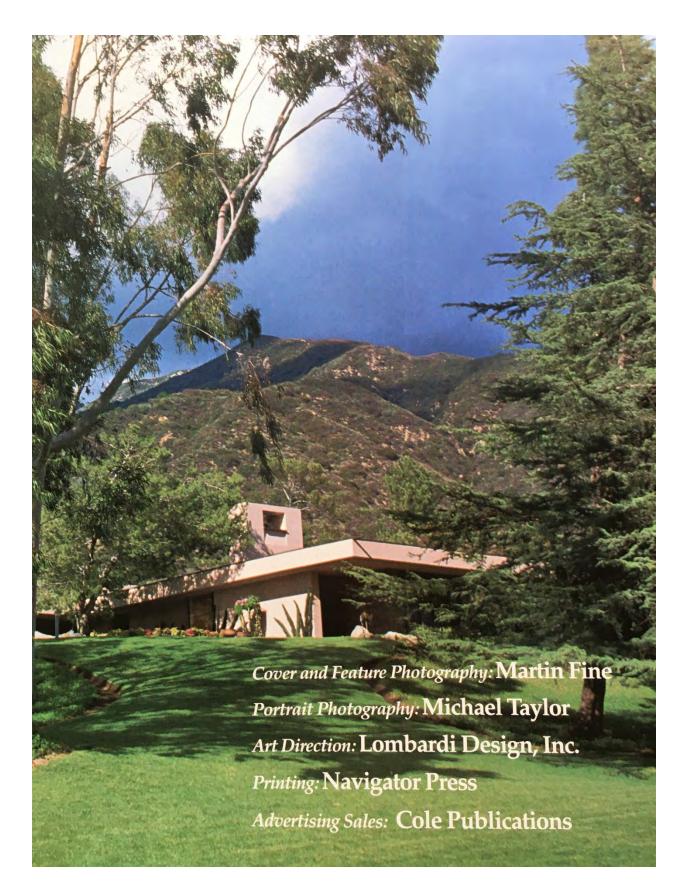
John Galbraith designed his first house in 1953. Although he has designed many commercial and industrial structures, the private residence has remained his consuming interest. He sums up his philosophy with the observation that "clients and their desires can be translated into buildings, and that is the real role of the architect."







PHYSICAL HOUSE INSPECTION BY BOB CHERRY OF BOB CHERRY, INC

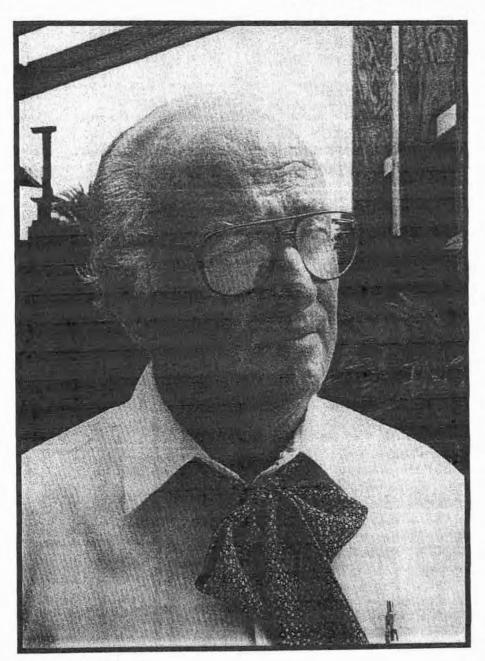


Joen H

John Galbraith: Taking the Road Less Traveled When the next new pop architectural turns the proverbial corner,

SHOWCASE ARCHITECT

When the next new pop architectural turns the proverbial corner, Pasadena architect John Galbraith walks the other way.



BY ANNE FRAMROZE

F EVERYTHING HAD GONE AS planned, the home that is this year's Pasadena Showcase House would have looked significantly different than it does today. It would have been contemporary, not the starkly modern structure it turned into. But those best laid plans were altered more than mid-way into the project to cut costs. It is a decision architect John Galbraith is not unhappy about. The Pasadena-based architect, who designed the house almost 18 years ago, explains the original mission behind the house and why it changed midstream.

It was to be a house designed expressly for the purpose of entertaining large groups of people, recalls Galbraith, who has practiced mostly residential architecture in Pasadena for 40 years. Hence, the large expanse of area on the lower level-almost 4,000 square feet here alone-to accommodate the church groups the owners planned on having over. "The owner was heavily involved in the telecommunications industry and there was a big downturn in that business, so he mothballed the house for a year or so. After a period, he started the house again, but there was another downturn and we ceased construction for a time. Then, he came back to me and asked me to work out a way to severely reduce the cost," says Galbraith. After studying various options-and given the fact that the walls of the house were already built-Galbraith hit upon the idea of reducing

Photography by Scott Streble

the overall volume within the house by eliminating the pitched shake roof originally planned for and using, instead, a flat roof. Indeed, one of the most notable features of the 11,500-squarefoot home is its large expanse of roof with deep overhangs, which result in several sheltered, outdoor porch areas. That coupled with the heavy use of glass all around turned the house info the modem structure it is.

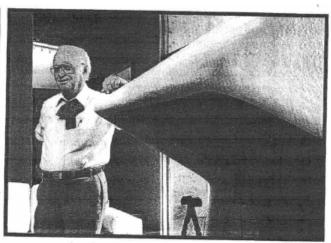
All told, the construction and design phases consumed nearly five years of his life, Galbraith notes, but his client's satisfaction with the end product was well worth the effort and patience required. To be sure, it was not one of Galbraith's easier endeavors. He remembers the day he and the original owner came up to the site to view what had to be done. A two-story Italianate villa sat amidst the oaks and other shrubbery, its 3,500square-feet surrounded by a gazebo (which is the only original structure left in place), a reservoir and a pool. The topography itself proved challenging; not only did Galbraith have to be

"Architecural styles have been up and down like the hems of ladies' skirts."

mindful about the numerous mature trees that existed, but he needed to design a space that would integrate appropriately with its surroundings. Lavish use of natural stone, like Bouquet Canyon stone, accomplished this rustic feel. Additionally, a large circular driveway at the bottom of the hill below the house was created by using fill earth from land behind the house suitable for all those guests to park.

While the overall design is noteworthy in itself, mechanically speaking, the house also is unique. One of the more unusual aspects is the home's elaborate air conditioning/heating system, that simultaneously enables one room to be cooled while another receives heat. A labyrinthian maze of fan coils supplied by four five-ton (60,000 BTUs) water chillers are part of this extensive system. It is, after all, more than a showplace it's a house to be lived in and that, to an architect like Galbraith, is the single most important criterion that guides his work.

A quiet gentle man partial to a good



"You have a responsibility first to the people who engage you to design something for them that's going to make them enjoy life. Architecture is a quality of life issue."

chuckle now and then, Galbraith nevertheless has strongly held views about what, to him, constitutes good architecture and what doesn't. Unlike so many in his profession, Galbraith doesn't purport to have a style or a preference for a theme (although he does confess to a penchant for building fireplaces and strong chimneys). That immediately sets him apart from the fraysomething he is aware of but not overly concerned about. "It's been quite common that some architects develop styles and if people like their style, they can come and get a piece of it." He points to the ability of being able to instantly recognize a particular architect by the style of the house as being something he definitely does not subscribe to. His method, he explains, is to use the client's desires as the beginning, middle and end of the design process. One of the approaches he employs is to have both husband and wife write essays on exactly what they want the house to look like, feel like and so forth-without conversing with each other about it. Then, he takes the descriptions and synthesizes them into a building program for the project and, subsequently, discusses that with both clientsthe kids, if they're interested.

"That process has turned out the most

interesting work I've done," he says of his bent for true collaboration. Certainly, in this particular case, the owner was "a very vigorous and interesting client as was his family. That was inspiring. The best architecture comes out of that kind of a relationship, from people who are vitally interested in having something of their own, an expression through the mind of another person on how to live an interesting way."

For Galbraith, this passion for architecture officially began after World War II, when he entered the University of Washington in Seattle. Upon graduation in 1949, he and his wife traded in the dampness of the Pacific Northwest for the dryness of Southern California. And dry itwas—not just the weather but the business of architecture. Still, after canvassing the entire area, Galbraith walked into an office in Pasadena one day and got a job. He never left.

Certainly, he's seen the area change and grow tremendously over the years and, overall, he's pleased with what he's seen—save for the congestion that comes with such growth, he says. He dismisses any "Pasadena style" of architecture, despite numerous proclamations by the media and others to categorize the area's residential appeal. He acknowledges the existence of the spectacular Craftsman and Bungalow-style homes, but states that numerous other styles—like the moderns—are part of the Pasadena scene as well.

If anything, he points to trend-hungry editors who perhaps instigate and perpetuate the existence of a prevailing style" in the minds of their audiences. "Right now, we're going through a postmodern madness of sorts that a lot of editors have become fond of and go searching for." He concedes that news, by its definition, is something that is not the norm, but a difference. And, he credits those same editors with stirring mass interest in the profession of architecture and creating, in many senses a more sophisticated audience attuned to stylistic nuances. It is the client, after all, who must guide the architect's vision to some extent, not the other way around, Galbraith feels. "If the architect finds out what's inside the mind of his client and expresses what that is, that's where the real satisfaction lies. You have a responsibility first to the people who engage you to design something for them that's going to

"If the architect finds out what's inside the mind of his client and expresses it, that's where the real satisfaction is."

make them enjoy life. Architecture is a quality of life issue."

By not having a stamp, not subscribing to any one influence, Galbraith does feel he is out of mainstream for the most part. "The tendency, I believe, has been for many young architects to hitch their wagons to some prevalent movement. It gives them instant credibility. But architectural styles have been up and down like the hems of ladies skirts." Even so, he admits that the ability to titillate, to shock, with a new style or fad carries with it a certain cachet that major corporations and clients with substantial wallets seek out. In that sense then, belonging to a movement, or having a style of your own can be remunerative.

But is it for him? Nope, he says with a smile, confident that his considerable body of work, all different and not instantly recognizable as his, will speak for itself for generations to come.

534 Arroyo Drive, South Pasadena

Selected Building Permits

CITY OF SOUTH PASADENA	BUILDING DEPARTMENT
Por 580 Tract 9057 JOB	C A R D
Address: 534 Arroyo Drive	Date: February 9, 1959
Owner: Paul Cox	
Contractor: Owner	
Permit Number: 41107 Value:	Fee: 5.00
Job: grading permit	
Rough Inspection	Final Inspection
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Inspector Form 753 2м в. 56 моск	Inspector
CITY OF SOUTH PASADENA	BUILDING DEPARTMENT
JOB	C A R D
Address: 534 Arroyo Drive	Date: Feb. 13, 1959
Owner: Paul Cox	
Contractor: Owner	
Permit Number: 41129 Value:	Fee: 5.00
	exceed 18' in the flat.
Rough Inspection	Final Inspection 10-13.55
	they were

3.0.Notice 1/23/59 CITY OF SOUTH PASADENA BUILDING AND ALLIED PERMITS							
LOCATION	534 A	rroyo Drive Parcel "B"					
Lot Por	of 5&6	BLOCK	TRACT 9657				
OWNER P	eul Cox						
DESCRIPTIO	N singl	e family resi	dence with attached ga	rage			
#738			\$ 32	.000.4	00		
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1-22-59	41013	BUILDING	Owner	- 98	00		
<u>.1-22-59</u> 2-13-59	41127	TEMP POWER	Owner	2	00		
4-17-59	41529	ELEC. WIRING G. d.	Albert A. Vaccariello	21	00		
		EXCAVATION					
2-25-59	41196	PLUMBING Q. C.	McKeand Plumbing	3,1	.00		
10-9-59	42535	SEWER # 1326	McKeand Plumbing	-4-	00		
2-25-59	41196	HOUSE CONN.	McKeand Plumbing	3	-00-		
2-13-59	41129	DRIVEWAY	Owner	5	00		
·		FURNACE					

FORM 502 2M 1-54 MOCK

CITY OF SOUTH PAS	ADENA	JOB (CARD	в	BUILDING DEPARTMENT				
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	VE VIIO	/07			
			JTH PASADENA ALLIED PERMITS		
LOCATION		oyo Drive			
LOT	of 566	Parcel "B"	тваст 9657		
OWNER	Paul C	ox (1610	East Mountain, Pasade	na)	
DESCRIPTIC	л	swim po	01		
<u> </u>			\$ 2	800.0	0
DATE	NUMBER	CLASSIFICATION	CONTRACTOR	PERMI FEE	τ
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FORM 502 2M 1-54 MOCK

CITY OF SOUTH PAS LOCATION 534 Ar: BUILDING SWIM P GENERAL CONTRACTOR ELECTRICAL " PLUMBING "	royo Driv ool Califo Albert A	rnia Poo	ls periodicity per	BUILDING D Pau1 IN 4165 42015 - 41659	Cox
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CITY OF SOUTH PASADENA

Building Department

Certificate of Occupancy No._____9476___

THIS IS TO CERTIFY that the ____single family residence with

attached garage	
(Description of Por.s of Lots 5&6	building or structure)
Erected on Lot No. Parcel B Bloc	kTractTract 9657
Street and Number <u>534 Arroyo</u> Drive	South Pasadena, California
	lse Zone R.Fire Zone No.
Owner Paul Cox	Address 1610 East Mountain, Pasedena
	Address
ArchitectJohn F. Galbraith	Address 3468 E. Foothill Blvd. Pasadene
	Plan No. 738
has been inspected and the following	occupancy thereof is hereby authorized

Iðuð

figner John to Signature Date

The following is the applicable section of the Uniform Building Code which states the need for a Certificate of Occupancy:

Section 306(a), as amended: "USE OR OCCUPANCY. No new building shall be used or occupied and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Department has issued a Certificate of Occupancy therefor as provided herein. In no event shall said Certificate of Occupancy be issued until a complete list of the names and addresses of all contractors and sub-contractors who have performed work on the structure or property has been filed with the Building Department. Furthermore, said Certificate of Occupancy shall not be issued until all of said contractors and sub-contractors have paid all business licenses due by them to the City."

I have read the above statement and understand that this form will become a Certificate of Occupancy when work authorized under Building Permit No. 1013 _______ is satisfactorily completed and this form is completed and signed by the Building Department.

Signatur 1959 Date 11 _ 95

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BUILDING PERMIT APPLICATION	OWNER-BUILDER DECLARATION I hereby affirm under peralty of perjury that 1 am exempt from the Contractor's License Law for the following reason (Section 703).5 of the Business and Professions Code)	I, a cover of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for safe (Section 7044 of the Business and Professions Code). I, as owner of the project, Saction 7044 of the Business and contractors to construct the project (Section 7044 of the Business and Professions Code). 	[] I am exempt under Section, Business and Professions Code for the following reason:	LICENSED CONTRACTOR'S DECLARATION thereby affirm that / an licensed under plovisions of Chapter 9 (commercing with Section Togo) for Division 3 of the distincts and Professions Code, and my license is night force and effect.	WORKERS' COMPENSATION DECLARATION Interby affirm under penalty of perjury one of the following declarations: 1 have and will maintain a certificate of consent to self-insure for workers compensation as provided for the performance of the proformance of the work for which this permit is staud. They and will maintain workers compensation insurance, as required by Section 700 of the Labor Code, for the performance of the work for which this permits is staued. We workers for more static and policy- term is issued.	Turnber are listed in the left column of this application. Tocrify that in the performance of the work for which this permit is stated. I shall not employ any person in any manner as as to become subject to the workers compensation have of caliform, and I agree that (1 should become subject to per workers compensation provisions of Section 31700 of the Labor Code, I shall forthwrite compensation provisions. Signature	CONSTRUCTION LENDING AGENCY See the back of this form for required statement	AUTHORIZATION OF ENTRY I certify that I have read this application and state that the information given is correct. I agree to comply with all federal and state that and ordinatees relating to building construction, and 1 authorize a representative of this Chy to erter upporthe property for which have applied for this permit for the purpose of making impeciations. Unlike the maximum making impections. Name Date 1746/07 Signature Date 1746/07
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City of South Pasadena Office Hrs: 7:30 am to 5:00 pm, M-Th Phone Number (626) 403-7220 5141219 Insp. Request (626) 403-7226 South Pasadena, CA 91030 CHSIC EXPLANTION PATE **ΕΧΡΊΡΑ**ΤΙΟΝ ΙΆΑΤΕ 02010 7:30 am to 4:00 Friday 21001 and the 1414 Mission Street R 30 ICENSE NO NUNE PARCED (ZIP CODE ZIP CODE ACX) 0 2 706-4876 ANIMA 105-0122 5 Net . ACREMENDA H A12-706 -4 Tillta 5 si Me LICENSE NUMBER ÷ -1 111 0 RANCE COMPANY 11/1 NUMAN T. TOW C ADDITIONAL INFORMATION / LEGAL DESCRIPTION STATE Y NUMBER ARRAND PAGE NODA D キュマア ASAVENIA UN AW AREA 106-RINCIPAL DESIGNER'S NAME л Ц С SSESSOR PARCEL NUMBER OPAG 5 ζ 7 1 ANAC STREET ADDRESS 37 PHONE NUMBER PHONE NUMBER WORKER'S COMP LICENSE CLASS PHONE NUMBER PHONE NUMBE **VORKER'S CON** SITE ADDRESS DWNER'S NAM 2 96 Ý CONTRACTS 3008 STREE CITY Ϋ́, Z

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REROOF APPLICATION	OWNER BUILDER DECLARATION 1 hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Section 7031.5 of the Business and Professions Code):	I, as owner of the property. or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Section 7044 of the Business and Professions Code).	I, as owner of the property, am exclusively contracting with licensed nontractors to construct the project (Section 7044 of the Business and Decominant Product	rioressous cours, 1 I an exempt under Section Business and Professions Code for the following reason:	Signature: Date:	LICENSED CONTRACTOR'S DECLARATION I hereby affirm that I am licensed under provisions of Chapter 9 (sommencing with Section 7000) of Division of the Business and Professions Code, and	my neeres is in rul proce and street Signature: R, Garter Date: E-1-4	WORKERS' COMPENSATION DECLARATION	I hereby affirm under penalty of perjury one of the following declarations:	I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Lador Code, for the periornance of the work for which this permit is issued.	[27] have and will maintain workers' compensation insurance, as required by section 3200 of the Labor Code, for the performance of the work for which this neutrine is issued. Not surviver's commensation insurance contrary and notice.	petium is reacted, any workness companisation measured with the point of this application. number are listed in the left column of this application.	issued, I shall not employ any person in any manners as as to become subject to the workers' compensation have of California, and I agree that if I should become ethics' to the workers' commensation movieions of Scarino 3700 of the	Labor Code, I ship for the work control with those provisions.	CONSTRUCTION LENDING AGENCY	See the back of this form for required statement AUTHORIZATIONOF ENTRY	I certify that I have read this application and state that the information given is correct. I agree to comply with all federal and state laws and city ordinances	relating to building construction, and I authorize a representative of this City to enter upon the property for which I have applied for this permit for the purpose	Name R. GASTELIUM	Signature: R. Cantelin Date: 6-1-04
City of South Pasadena	1414 Mission Street South Pasadena, CA 91030 Office Hirs: 7:30 am to 4:00 pm, M-Th 7:30 am to 4:00 pm, M-Th Phone Number (626) 403-7220 Internet (1020) 403-7220	STE ADDRESS S34 ARROYD DRIVE	ASSESSOR PARCEL NUMBER BOOK PARCEL NUMBER	ADDITIONAL INFORMATION // LEGAL DESCRIPTION	OWNERS RANGE DR. JOAN C. HILLAG	CITY SA ARADYO DAIVES	PHONE NUMBER	PRINCIPAL DESIGNERS NAME		STRAFT ADRESS COTC	PHONE NUMBER	CONTACT PERSON R. L. L. L. L.		CONTRACTONS NAME CONTRACTONS NAME NEV CREST RUDINY AND ROPTING STATUS	Sale Maduge Rund	LUCENSE CLASS ANGREATER EXPRANTION DATE	C 39 334758 430-06	V-323-257-4329 WORKER'S COMPENSATION INSURANCE COMPANY NAME	STATE COM POLA ATER A THE A PARTICIAL	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

State of California & The Resources Agency DEPARTMENT OF PARKS AND RECREATION	Primary # HRI #	
PRIMARY RECORD	Trinomial NRHP Status Code 3	S, 3CS, 5S3
Other Listings Review Code	Reviewer	Date
Page <u>1</u> of <u>2</u> *Resource Name or #:	: (Assigned by recorder) 534	Arroyo Drive Cox Residence
P1. Other Identifier:	<u>1 au</u>	
*a. County: Los Angeles		, and P2b or P2d. Attach a Location Map as necessary.) Г; R;□ of□ of Sec;B.M.

c. Address <u>534 Arroyo Drive</u> City <u>South Pasadena</u> Zip <u>91030</u> d. UTM: (Give more than one for large and/or linear resources) Zone , mE/

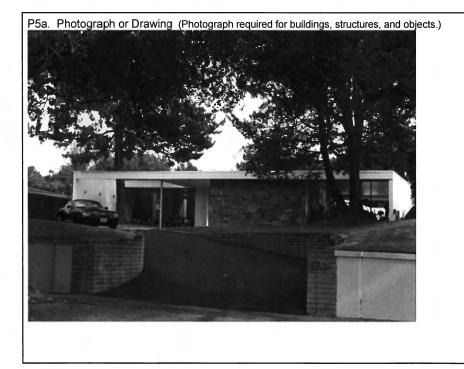
d. UTM: (Give more than one for large and/or linear resources) Zone ___, ____ mE/ ____ mN
 e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate) APN: 5310003034

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Rectangular plan

- One-story configuration
- Horizontal massing
- Simple geometric forms
- Asymmetrical composition
- Flat roof
- Unadorned wall surfaces

- Cement plaster veneer with stone veneer accent wall
 Flush-mounted metal frame fixed windows
- Recessed entrance atrium with fully-glazed wood door with sidelight
- Stack bond masonry retaining walls; mature landscaping
- Asphaltic concrete driveway



***P3b.** Resource Attributes: (List attributes and codes) <u>HP2. Single family property</u>

***P4. Resources Present:** ■ Building Structure □ Object □ Site □ District □ Element of District □ Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #) <u>View East, 02/2016</u>

***P6.** Date Constructed/Age and Source:■ Historic □ Prehistoric □ Both 1967, Building Permit

*P7. Owner and Address:

*P8. Recorded by: Historic Resources Group 12 S Fair Oaks Ave, Suite 200 Pasadena, CA 91105

*P9. Date Recorded: <u>2/28/2016</u> *P10. Survey Type: (Describe) <u>Intensive</u>

***P11. Report Citation**: (Cite survey report and other sources, or enter "none.") <u>City of South Pasadena: Citywide Historic Context Statement, 2014.</u>

*Attachments: NONE Continuation Sheet Building, Structure, and Object Record Archaeological Record District Record Clinear Feature Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):

State of California & The Resources Agency Primary # DEPARTMENT OF PARKS AND RECREATION HRI# BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 2

*Resource Name or # (Assigned by recorder) <u>534 Arroyo Drive</u>

*NRHP Status Code 3S, 3CS, 5S3

Paul Cox Residence B1. Historic Name: Paul Cox Residence B2. Common Name: B3. Original Use: Single family property B4. Present Use: Single family property Architectural Style: Mid-century Modern *B5. *B6. Construction History: (Construction date, alterations, and date of alterations) Field Observation: Porch altered or enclosed; solar panels added Building Permit History: Reroof 1999; interior renovations, insulation, finishes 2002; reroof 2004 *B7. Moved? ■No □Yes □Unknown Date: Original Location: *B8. Related Features: Detached garage B9a. Architect: Galbraith, John F. b. Builder: Cox, Paul *B10. Significance: Context: City of South Pasadena: Citywide Historic Context Statement, 2014

Theme 1 Architecture and Design: Post-World War II Modernism / Regional Modernism

Period of Significance 1 1959 Property Type 1 Single family property Applicable Criteria 1 C/3/D

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

Aside from the land comprising the Raymond Hill and Altos de Monterey developments, there was little undeveloped land within the city limits after World War II. Instead, noteworthy examples of Mid-century Modern single- and multi-family residences are located in established neighborhoods throughout the city. Despite the limited opportunities for growth in the City, South Pasadena has an excellent collection of single- and multi-family residences from this period, many of which were designed by prominent local practitioners. There is a prevalent design culture in South Pasadena and a tradition of first-rate architecture dating to the City's earliest periods of development that continued into the postwar era. Architecture in the postwar period exemplified a wide range of design philosophies. Architects in Southern California during this period developed iterations of a new, regional style that was influenced by the surrounding landscape, as well as modern architectural trends and planning principles that have roots in the prewar era. This Regional Modernism combined elements of the International Style with the palette and emphasis on natural materials seen in Arts and Crafts architecture. The local modern aesthetic used an organic palette, and emphasized a visual connection between indoor and outdoor space.

Mid-century Modern is a term used to describe the post-World War II iteration of the International Style in both residential and commercial design. The International Style was characterized by geometric forms, smooth wall surfaces, and an absence of exterior decoration. Mid-century Modern represents the adaptation of these elements to the local climate and topography, as well as to the postwar need for efficiently-built, moderately-priced homes. In Southern California, this often meant the use of wood post-and-beam construction. Mid-century Modernism is often characterized by a clear expression of structure and materials, large expanses of glass, and open interior plans. The style gained popularity because its use of standardized, prefabricated materials permitted quick and economical construction.

John Galbraith (b.1923) studied architecture after serving as a Captain in the United States Army Air Corps from 1942 to 1947; he received his bachelor's degree from the University of Washington in 1949. After graduation, Galbraith moved to Pasadena. His first professional position was as a designer-draftsman in the office of well-known local architect Harold J. Bissner, Galbraith opened his own office in Pasadena in 1952. He designed a number of commercial and institutional structures, but was best-known for his residential designs. The Cox House is one of Galbraith's finest designs.

534 Arroyo Drive is significant as an excellent example of the Mid-century Modern residential architecture by noted architect John Galbraith. It is known as one of the architect's best works. It exhibits quality of design and distinctive features including the recessed entrance atrium, flat roof, stone veneer exterior wall cladding, and flush-mounted metal frame windows. The simple geometric forms and wide expanses of glass reflect the influence of the Miesian Modernist tradition, while the use of natural materials represents Southern California Regional Modernism. It retains all seven aspects of integrity.

- B11. Additional Resource Attributes: (List attributes and codes)
- *B12. References: City of South Pasadenal Building Permits
- B13. Remarks
- *B14. Evaluator: <u>Christine Lazzaretto, Molly Iker</u> *Date of Evaluation: <u>2/28/2016</u>

(This space reserved for official comments.)



ATTACHMENT 2

Subcommittee Report

CHC Landmark Subcommittee Report

SUBCOMMITTEE MEMBERS:

Conrado Lopez, Vice-Chair William Cross, Commission Member

SUBJECT ADDRESS:

534 Arroyo Drive, South Pasadena, CA 91030

INTRODUCTION:

The City of South Pasadena received an application for a Landmark Designation for the home at 534 Arroyo Drive on August 29, 2022. At the meeting of the Cultural Heritage Commission (CHC) on October 26, 2022, a Landmark Designation subcommittee consisting of William Cross, Commission Member and Conrado Lopez, Vice-Chair was appointed to review the application. The Landmark Designation subcommittee reviewed the application materials and met with the property owner on site on November 16, 2022 and toured the property at that time. This report presents the Landmark Designation subcommittee's recommendation on the ability of the proposed application to meet the designation criteria required for Register of a Landmark per South Pasadena Municipal Code (SPMC), Section 2.63(b)(1-11) explaining with brief facts the way in which the property was important to the local, state, or national history during the period significance. It would also include significant themes and historic contexts to which the property relates.

BACKGROUND:

As stated in the Historic Resource Application prepared by Glen Duncan and Marina Khrustaleva the subject property was built in 1959 for Paul and Caryl Cox by architect John Franklin Galbraith. The residence is a single story structure with alternating expanses of glass and stone exterior walls. Galbraith uses simple geometric forms to emphasize horizontality and transparency. One long, horizontal beam stretches across the entire front façade at the roofline and a giant conifer tree rises between the beams of its front entryway. The Mid-Century Modern residence embraces the natural environment—rooms are lined with floor-to-ceiling windows and stand adjacent to patios, blurring the relationship between indoor and outdoor space. John Galbraith, was a Pasadena-based architect who designed a number of institutional, commercial and residential buildings. According to the Historic Landmark Nomination Report, the Cox residence at 534 Arroyo Drive, is one of South Pasadena's most outstanding examples of classic International Style architecture in its purest original form.

CRITERIA AND STANDARDS FOR LANDMARK DESIGNATION:

Criteria and standards for the designation of a landmark shall include any or all of the following, as applicable; while several criterion apply, the subcommittee has focused on the documentation that reflects a strong correlation for criterion 4, 5 6, and 7:

- (1) Its character, interest or value as part of the heritage of the community: Applicable.
- (2) Its location as a site of significant historic event: Not applicable.

- (3) Its identification (such as residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States: Not applicable.
- (4) Its exemplification of a particular architectural style of an era of history of the city: According to the Historic Landmark Nomination Report, the Cox residence was constructed during the Mid-Century Modern era during a time when other architectural styles dominated (i.e., California Ranch-style homes). The Cox house was designed in the International style ideal with its flat roof, single story horizontality, formal rectilinearity, façade at 90-degree angles, absence of architectural adornment, and extensive plans of aluminum-framed floor-to-ceiling windows, alternating with woodframed wall sections clad in off-white stucco. Its trademarks were prima facie—absence of architectural adornment, open floor plans, and extensive use windows, blending indoor living spaces with outdoor patios or swimming pools, accented by grass and foliage.
- (5) Its exemplification of the best remaining architectural type in the neighborhood: According to the Historic Landmark Nomination Report, the architectural style of the Cox residence embodies the distinctive characteristics of the type, possesses high artistic value, exemplifies tenets of the International Style. Located within a neighborhood cluster of exemplary Ranch-style homes, the Cox residence is not only the best remaining International Style residence in the neighborhood, but also one of the very best in South Pasadena.

(6) Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States: John F. Galbraith traveled the world as fighter pilot during World War II, and fully understood that architecture should be enjoyed by its residents. Galbraith was clientfocused, asking clients to write essays describing their vision for their new home, and would begin drafting preliminary renderings based on the responses. With his offices in Pasadena, Galbraith commissioned homes throughout Southern California, seven of which were cited as "Home of the Week" by Pasadena's Independent Star News.

(7) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials, or craftsmanship: According to the report, Galbraith's design for the Cox residence gave outstanding attention to the overarching elements of the International Style: pure, unadorned, architecture and functionality. Particular attention was given to cubic, rectilinear design, unmarred by architectural ornamentation and to the welcoming transparency of floor-to-ceiling expanses of glass walls. Appreciating how meticulously Galbraith played with structure, space, and light to enhance life-quality throughout the property takes a keen eye. One might miss the unusually narrow, floor-to-ceiling glass wall section in the dining room wall adjacent the kitchen. With its wide doorways from foyer and living room, the dining room would already receive ample light and openness from the floor-to-ceiling glass wall on the opposite side of the room. This added touch clearly reflects outstanding attention to architectural design.

- (8) It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif: Not applicable.
- (9) Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood: Applicable.
- (10) Its potential for yielding information of archaeological interest: Not applicable.
- (11) In designing a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction: Not applicable.

SUBCOMMITTEE RECOMMENDATION ON LANDMARK DESIGNATION:

In conclusion, pursuant to SPMC, Section 2.63, the Landmark subcommittee recommend that 534 Arroyo Drive be granted Landmark designation based on its consistency with Criterion 4, 5, 6, and 7.

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