

#### CITY OF SOUTH PASADENA CITY COUNCIL

#### <u>AGENDA</u>

#### SPECIAL MEETING CLOSED SESSION

#### WEDNESDAY, MAY 03, 2023 1:00 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
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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>CITY ATTORNEY FIRM INTERVIEWS</u>

#### **CERTIFICATION OF POSTING**

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **May 03, 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.

04/27/2023

Date

/S/ Mark Perez, Deputy City Clerk



CITY OF SOUTH PASADENA CITY COUNCIL

#### AMENDED AGENDA

#### SPECIAL MEETING CLOSED SESSION

#### WEDNESDAY, MAY 03, 2023 5:30 P.M.

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

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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. *Travelers, Ins. v. City of South Pasadena* (LASC Case No. 22STCV22759)
  - 2. City of South Pasadena, et al. vs California Department of Transportation, et al. (LASC Case No. 21STCP01779)
  - 3. Jane Doe A.T. v. Doe 1 (Case Number 22AHCV01240)

#### B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

 Property Address: 920 Lohman Lane Agency Negotiator: Arminé Chaparyan, City Manager Negotiating Party: John Letts, iTennis Under Negotiation: Price and Terms

#### C. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

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

1. Claimant: Andrea Knopf Agency Claimed Against: City of South Pasadena

2. Claimant: Shahid Abbas Agency Claimed Against: City of South Pasadena

3. Claimant: Blake Axelrod Agency Claimed Against: City of South Pasadena

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05/02/2023	ISI	
Date	Mark Perez, Deputy City Clerk	



#### CITY OF SOUTH PASADENA CITY COUNCIL

#### <u>AGENDA</u>

#### REGULAR MEETING WEDNESDAY, MAY 3, 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.

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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	Janet Braun

#### **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. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

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

#### PRESENTATION

- 3. <u>PRESENTATION OF A PROCLAMATION DECLARING APRIL 30 MAY 6, 2023 AS</u> <u>"MUNICIPAL CLERKS WEEK"</u>
- 4. <u>PRESENTATION OF A PROCLAMATION DECLARING MAY 7 MAY 13, 2023 AS "BE KIND</u> <u>TO ANIMALS WEEK"</u>
- 5. <u>PRESENTATION OF A PROCLAMATION DECLARING MAY 2023 AS "BUILDING SAFETY</u> <u>MONTH"</u>

CHANGES TO THE AGENDA

6. 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.

#### 7. <u>APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$8,739.75; GENERAL CITY</u> <u>WARRANTS IN THE AMOUNT OF \$330,081.03; ONLINE PAYMENTS IN THE AMOUNT OF</u> <u>\$150,845.55; TRANSFERS IN THE AMOUNT OF \$493,351.50; PAYROLL IN THE AMOUNT</u> <u>OF \$881,265.15</u>

Recommendation

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

#### 8. JULY 2022 – FEB 2023 BUDGET UPDATE

#### Recommendation

Staff recommends that the City Council receive and file the July 2022 – Feb 2023 Budget Update Report.

#### 9. <u>APPROVAL OF CITY COUNCIL MEETING MINUTES FOR MAY 18, 2022, JUNE 15, 2022, AND</u> <u>APRIL 19, 2023</u>

#### Recommendation

It is recommended that the City Council:

- 1. Approve the minutes for the May 18, 2022, Regular City Council Meeting; and
- 2. Approve the minutes for the May 18 2022, Special City Council Meeting; and
- 3. Approve the minutes for the June 15, 2022, Special City Council Meeting; and
- 4. Approve the minutes for the April 19, 2023, Regular City Council Meeting; and
- 5. Approve the minutes for the April 19, 2023, Special Housing Authority Meeting.

#### 10. ADOPTION OF A RESOLUTION INITIATING THE PROCEEDINGS AND ORDERING OF THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2023-2024 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2023-24 LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN LIGHTING AND LANDSCAPE MAINTENANCE IN AN EXISTING DISTRICT AND ORDERING THE PREPARATION OF A REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

#### **Recommendation**

It is recommended that the City Council:

- 1. Adopt the attached Resolution initiating the proceedings for the Fiscal Year (FY) 2023-2024 Lighting and Landscaping Maintenance District (LLMD); and
- 2. Authorize the preparation of the Engineer's Report for the annual levy and collection of assessments.

#### ACTION/DISCUSSION

#### 11. REVIEW AWARD OF TWO CONTRACTS TO REXEL ENERGY SOLUTIONS, CHARGEPOINT PARTNER, IN THE AMOUNTS OF \$183,344 AND \$60,617, FOR THE PURCHASE OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) AND RELATED SERVICES FOR THE RESPECTIVE CIVIC CENTER VEHICLE ELECTRIFICATION PROJECT AND ARROYO PARK ELECTRIC VEHICLE (EV) CHARGER INSTALLATION, AND APPROVAL OF A CHARGING INFRASTRUCTURE AND REBATE PARTICIPATION AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE).

#### Recommendation

It is recommended that the City Council:

- Award a contract to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price utilizing Sourcewell nationwide government procurement service for the purchase of Civic Center / City Hall Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically nineteen (19) ChargePoint CT4011/4021-GW1 Level 2 electric vehicle chargers and supporting services;
- Award a contract to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price utilizing Sourcewell nationwide government procurement service for the purchase of Arroyo Park Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically six (6) ChargePoint CT4021-GW1 dual port Level 2 electric vehicle chargers and supporting services;
- 3. Authorize the City Manager to enter into a Charging Infrastructure and Rebate Participation Agreement With Southern California Edison (SCE) to participate in the SCE Charge Ready Program, which facilitates installation of Level 2 electric vehicle chargers at the Arroyo Park parking lot, and a 10-year commitment by the City to provide and maintain the chargers;
- 4. Appropriate an additional \$10,617 in General Funds to Arroyo Park Electric Vehicle Installation Capital Improvement Program (CIP) Account No. 101-9000-9189-9189-000; and
- 5. Authorize the City Manager to execute the attached quotation and purchase order.

#### 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

May 17, 2023	Regular City Council Meeting and Budget Workshop	7:00 P.M.
June 7, 2023	Regular City Council Meeting and Budget Workshop	7:00 P.M.
June 21, 2023	Regular City Council Meeting	7:00 P.M.

#### PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City's website: www.southpasadenaca.gov/CityCouncilMeetings2023

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

#### 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).

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04/27/2023	/S/
Date	Mark Perez, Deputy City Clerk

# city of south pasadena Item No.3 PROCLAMATION

### Declaring April 30 – May 6, 2023 as "Municipal Clerks Week" in the City of South Pasadena

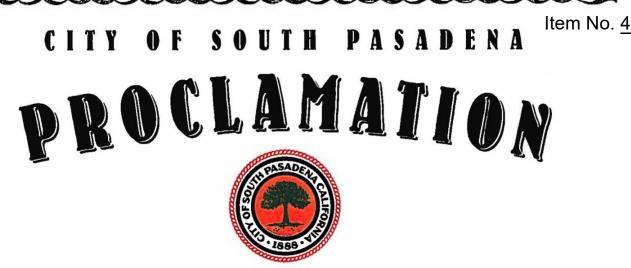
WHEREAS,	the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and
WHEREAS,	the Office of the Municipal Clerk is the oldest among public servants; and
WHEREAS,	the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and
WHEREAS,	Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and
WHEREAS,	the Municipal Clerk serves as the information center on functions of local government and community; and
WHEREAS,	Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and
WHEREAS,	it is most appropriate that we recognize the accomplishments of the Office of the City Clerk.

**NOW, THEREFORE, I**, Jon Primuth, on behalf of the City Council of the City of South Pasadena, hereby declare April 30 – May 6, 2023, as "Municipal Clerks Week" in the City of South Pasadena and further extend appreciation to our City Clerk team and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they serve.

5/3/23

Jon Primuth, Mayor

Date



### Declaring the Week of May 7-13, 2023 as "Be Kind to Animals Week" in the City of South Pasadena

WHEREAS,	the American Humane Association created Be Kind to Animals Week in 1915 to encourage compassion towards animals; and
WHEREAS,	this week is designed to acknowledge and appreciate the efforts made to ensure animal safety in the United States and around the world; and
WHEREAS,	it aims to spread awareness about the need to be kind to animals and to protect them and their habitats; and
WHEREAS,	the people in the City of South Pasadena appreciate the animal welfare and anti-cruelty agencies for the invaluable contributions they make each year in protecting animals, both domestic and wild; and
WHEREAS,	we recognize the value of humane education in our schools and community and realize that out of kindness to animals grows respect for our fellow human beings; and
WHEREAS,	this week in May has been set as the annual celebration of the national week observing this philosophy of kindness to animals; and
WHEREAS,	let's be kind to animals this week and every week.

**NOW, THEREFORE, I**, Jon Primuth, on behalf of the City Council of the City of South Pasadena, do hereby proclaim the week of May 7-13, 2023, as "Be Kind to Animals Week" and urge all citizens to fully participate in any events promoting the attitude of kindness and respect toward all animals.

5/3/23

Jon Primuth, Mayor

Date

# CITY OF SOUTH PASADENA PROCLAMATION EVENT

### Declaring May 2023 as "Building Safety Month" in the City of South Pasadena

WHEREAS, our city is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians--building safety, code enforcement, and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry-who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "It Starts with You," The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE,** I, Jon Primuth, on behalf of the City Council of the City of South Pasadena, do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, I encourage our citizens to join us as we recognize the importance of building safety.

5 - 1

Jon Primuth, Mayor

5/3/23

Date



### City Council Agenda Report

DATE:	May 3, 2023
FROM:	Arminé Chaparyan, City Manager
PREPARED BY:	Hsiulee Tran, Deputy Finance Director
SUBJECT:	Approval of Prepaid Warrants in the Amount of \$8,739.75; General City Warrants in the Amount of \$330,081.03; Online Payments in the Amount of \$150,845.55; Transfers in the Amount of \$493,351.50; Payroll in the Amount of \$881,265.15

#### Recommendation

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

Fiscal Impact		
Prepaid Warrants:		
Warrant #	\$	0
ACH	\$	8,739.75
Voids	\$	0
General City Warrants:		
Warrant # 316406-316491	\$	212,328.34
ACH	\$	117,752.69
Voids	\$	0
Payroll Period Ending: 04/14/2023	\$	879,743.40
Payroll Period Ending: 04/14/2023	\$	1,521.75
Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	493,351.50
Wire Transfers Out – To (Acct # 1936)	\$	0
Online Payments	\$	150,845.55
Prepaid Warrants	\$	0
General City Warrants	\$	0
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Total

\$ 1,864,282.98

Approval of Warrants May 3, 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 May 3, 2023 Page 3 of 3

#### Attachments:

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

### ATTACHMENT 1 Warrant Summary

Demand/Warrant Register	From 1.51	Date	5/3/2023
Recap by fund	Fund No.	Prepaid	Amounts Written
General Fund	101	-	261,643.55
nsurance Fund	103	-	6,660.15
Street Improvement Program	104	-	-
acilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	1,962.50
.ocal Transit Return "A" .ocal Transit Return "C"	205 207	-	- 2,156.36
EA/Metro	207	-	2,150.30
Sewer Fund	200	-	733.22
CTC Traffic Improvement	211	-	-
BB2 Planning Grant	213	-	12,217.50
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	18,717.25
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Sold Line Mitigation Fund	223	-	-
Aission Meridian Public Garage	226	-	-
lousing Authority Fund State Gas Tax	228 230	-	- 457.92
County Park Bond Fund	230	-	3,989.74
Aeasure R	232	-	
leasure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
ISRC Grant Fund	238	-	-
leasure W	239	-	-
leasure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
3TA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
	260	-	-
Asset Forfeiture Police Grants - State	270 272	-	-
Homeland Security Grant	272	-	-
Park Impact Fees	274		
Historic Preservation Grant	276	-	-
ISIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Nater Fund	500	8,739.75	14,882.79
Nater Efficiency Fund	503	-	6,660.05
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Nater & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
	Column Totals:	8,739.75	- 330,081.03
		-,	,
Recap by fund	Fund No.		Amounts
		Prepaid	Written
SA	227	-	-
RSA F	Report Totals:	-	-
	City Report Totals:		338,820.78
	Payroll Period Endir	ng: 04/14/2023	879,743.40
	Payroll Period Endin Wire Transfer Out - Wire Transfer In - F	To LAIF rom LAIF	1,521.75
Wire Transfer - RS Wire Transfer Out Wire Transfer Out Online Payments		To Acct. # 2413	493,351.50
		I o Acct. # 1936	150,845.55
	Voids - Prepaid	rrant	
	Voids - General Wa	indill	
	Grand Report Total:		1,864,282.98

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

7 - 7 Mark Perez, Deputy City Clerk

### ATTACHMENT 2 Prepaid Warrant List

### Accounts Payable

#### Check Detail

User: ealvarez Printed: 04/25/2023 - 5:06PM



Check Number	Check Date	Amount
DATA5000 - SPMR,		
0 Inv SPMR36	04/13/2023 630	
Line Item Date 04/12/2023	Line Item Description Smart Phone Meter Reading Annual Fee & License 03/23-02/24	7,599.78
Inv SPMR3630	Total	7,599.78
Inv SPMR36	530B	
Line Item Date 04/12/2023	Line Item Description Smart Phone Meter Reading Annual Fee & License (LF)	1,139.97
Inv SPMR3630I	B Total	1,139.97
0 Total:		8,739.75
DATA5000 - SPMR,	LLC Total:	8,739.75
Total:		8,739.75

### ATTACHMENT 3 General City Warrant List

### Accounts Payable

#### Check Detail

User: ealvarez Printed: 04/26/2023 - 10:15AM



Check Number Check Date	Amount
<b>314HMOWA - 314 Monterey Road Homeowners Association</b> 316406 05/03/2023 Inv DT0423-01	
Line Item DateLine Item Description04/12/2023Residential Rebate for Water Efficient Plants	1,200.00
Inv DT0423-01 Total	1,200.00
316406 Total:	1,200.00
314HMOWA - 314 Monterey Road Homeowners Association Total:	1,200.00
ACHG2013 - A-Check Global 316407 05/03/2023 Inv 59-0702510	
Line Item DateLine Item Description03/31/2023Electronic Background for Employment Candidates	615.91
Inv 59-0702510 Total	615.91
316407 Total:	615.91
ACHG2013 - A-Check Global Total:	615.91
ACMT2920 - All City Management Services, Inc. 316408 05/03/2023 Inv 84592	
Line Item DateLine Item Description04/15/2023Crossing Guard Services March 19 - April 1, 2023	5,512.18
Inv 84592 Total	5,512.18
316408 Total:	5,512.18
ACMT2920 - All City Management Services, Inc. Total:	5,512.18

#### ACTM3010 - Robert Half International, Inc.

05/03/2023

0

#### Check Number Check Date

Inv 0198575C		
Line Item DateLine Item Des04/24/2023Professional S	scription Services - Temporary Staffing	19,549.81
Inv 0198575C Total		19,549.81
Inv 0202135C		
Line Item DateLine Item Des04/24/2023Professional S	scription Services - Temporary Staffing	35,265.88
Inv 0202135C Total		35,265.88
Inv 60933987		
Line Item DateLine Item Des04/24/2023Professional S	scription Services - Temporary Staffing	-535.30
Inv 60933987 Total		-535.30
0 Total:		54,280.39
ACTM3010 - Robert Half International,	, Inc. Total:	54,280.39
ALPD4010 - City of Alhambra Police Do 316420 05/03/2023	epartment	
Inv SP 02/2023		
Line Item DateLine Item Des03/29/2023Inmate housin	scription ng for February 2023	2,924.00
Inv SP 02/2023 Total		2,924.00
316420 Total:		2,924.00
ALPD4010 - City of Alhambra Police Do	epartment Total:	2,924.00
ALSBKER - Becker, Alison		
316411 05/03/2023 Inv 4112023		
Line Item Date Line Item Des 04/11/2023 National APA	scription Conference Expense - 03/31/23-04/5/23	2,696.13
	Conference Expense - 05/51/25-04/5/25	
Inv 4112023 Total		2,696.13
316411 Total:		2,696.13
ALSBKER - Becker, Alison Total:		2,696.13
AMAZONCP - Amazon Capital Service	es, Inc.	

ck Number Chec	k Date	Amount
05/03		
Inv 19KX-RMC4-	7D1	
	Line Item Description Computer Equipment	699.71
Inv 19KX-RMC4-P7D	1 Total	699.71
Inv 19LV-GL6N-K	NRJ	
	Line Item Description	
	Office supplies for Rec Office.	74.87
04/13/2023	Easter activities for teen center.	135.91
nv 19LV-GL6N-KNR	J Total	210.78
Inv 1D3M-RXFY-	PLVF	
	Line Item Description	
04/03/2023	2D Barcode Scanner	353.80
Inv 1D3M-RXFY-PLV	'F Total	353.80
Inv 1LVR-WPYP	IMCX	
Line Item Date	Line Item Description	
04/10/2023	Eclectic Music Festival supplies	30.84
Inv 1LVR-WPYP-JMO	XX Total	30.84
Inv 1MPW-LTJV-J	VNJ	
	Line Item Description	94.20
04/10/2023	135th Birthday Celebration	84.30
Inv 1MPW-LTJV-JVN	J Total	84.30
Inv 1PC6-K9LH-Q	6PY	
	Line Item Description	170.40
04/13/2023	Fourth of July event supplies	479.40
Inv 1PC6-K9LH-Q6P	( Total	479.40
1		1 050 02
al:		1,858.83
ZONCP - Amazon Ca	apital Services, Inc. Total:	1,858.83
T8020 - Armstrong L	ock & Safe	
09 05/03		
Inv 7581		
	Line Item Description	
	Keys for unit #1201	185.00
Inv 7581 Total		185.00
111V / JOI 10141		185.00

AMST8020 - Armstrong	Lock & Safe Total:	185.00
<b>ANCARHMN - Rahman</b> 316469 05/	, Anca 03/2023	
Inv 130152		
Line Item Date 04/13/2023	Line Item Description Partial refund for class cancellation due to rain.	46.42
Inv 130152 Total		46.42
316469 Total:		46.42
ANCARHMN - Rahman	, Anca Total:	46.42
AUTOCSPC - Echeveria		
316427 05/ Inv 9038	03/2023	
Line Item Date 04/13/2023	Line Item Description Oil Change for Water Division Unit 11	70.45
Inv 9038 Total		70.45
316427 Total:		70.45
AUTOCSPC - Echeveria	ı, Jose Total:	70.45
<b>BAK0366 - Baker &amp; Tay</b> 0 05/	lor Entertainment 03/2023	
Inv H64516650		
Line Item Date 03/14/2023	Line Item Description DVDs/CDs	53.70
Inv H64516650 Tota	al	53.70
Inv H64524380		
Line Item Date 03/15/2023	Line Item Description DVDs/CDs	121.48
Inv H64524380 Tota	d.	121.48
Inv H64537160		
Line Item Date 03/16/2023	Line Item Description DVDs/CDs	28.93
Inv H64537160 Tota	l	28.93

316409 Total:

185.00

Inv H64551020
---------------

Inv 1104331020		
Line Item Date 03/22/2023	Line Item Description DVDs/CDs	30.55
Inv H64551020 Tota	al	30.55
Inv H64608480		
Line Item Date 03/23/2023	Line Item Description DVDs/CDs	25.62
Inv H64608480 Tota	al	25.62
Inv H64620900		
Line Item Date 03/23/2023	Line Item Description DVDs/CDs	194.15
Inv H64620900 Tota	al	194.15
Inv H64628290		
Line Item Date 03/28/2023	Line Item Description DVDs/CDs	239.53
Inv H64628290 Tota	al	239.53
Inv H64648930		
Line Item Date 03/27/2023	Line Item Description DVDs/CDs	85.07
Inv H64648930 Tota	al	85.07
Inv H64650950		
Line Item Date 03/27/2023	Line Item Description DVDs/CDs	175.73
Inv H64650950 Tota	al	175.73
Inv H64652540		
Line Item Date 03/28/2023	Line Item Description DVDs/CDs	57.88
Inv H64652540 Tota	al	57.88
Inv H64662770		
Line Item Date 03/28/2023	Line Item Description DVDs/CDs	166.84
Inv H64662770 Tota	al	166.84
Inv H64666310		
Lina Itam Data	Line Item Description	

Line Item Date Line Item Description

AP-Check Detail (4/26/2023 - 10:15 AM)

03/29/2023	DVDs/CDs	37.
03/29/2023		
Inv H64666310 To	tal	37.
Inv H64675440		
Line Item Date 03/31/2023	Line Item Description DVDs/CDs	33.
Inv H64675440 To	tal	33.
Inv H64686640		
Line Item Date 03/31/2023	Line Item Description DVDs/CDs	82.
Inv H64686640 To	tal	82.
Inv H64691930	)	
Line Item Date 03/31/2023	Line Item Description DVDs/CDs	111.
Inv H64691930 To	tal	111
Inv H64692340		
Line Item Date 04/03/2023	Line Item Description DVDs/CDs	182
Inv H64692340 To		182
Inv H64693010	)	
Line Item Date 04/03/2023	Line Item Description DVDs/CDs	322
Inv H64693010 To		322
Inv H64693400		
Line Item Date	Line Item Description	
04/03/2023	DVDs/CDs	231
Inv H64693400 To	tal	231
Inv H64703110		
Line Item Date 04/04/2023	Line Item Description DVDs/CDs	14
Inv H64703110 To	tal	14
Inv H64722100	)	
Line Item Date 04/04/2023	Line Item Description DVDs/CDs	124
-		124

**Check Date** 

**Check Number** 

0 Total:

69 - Baker & Ta	ylor Books /03/2023	
05. 1v 2037336386		
ine Item Date 3/09/2023	Line Item Description Library Books	
w 2037336386 To	tal	
v 2037338286	5	
ine Item Date 3/09/2023	Line Item Description Library Books	
w 2037338286 To	tal	
v 2037345327	1	
ine Item Date 3/15/2023	Line Item Description Library Books	
w 2037345327 To	tal	
w 2037352444	ļ	
ine Item Date 3/14/2023	Line Item Description Library Books	
w 2037352444 To	tal	
v 2037357615	;	
ine Item Date 3/15/2023	Line Item Description Library Books	
w 2037357615 To	tal	
v 2037368695	;	
ine Item Date 3/27/2023	Line Item Description Library Books	
w 2037368695 To	tal	
v 2037368948	3	
ine Item Date 3/24/2023	Line Item Description Library Books	

2,319.63

2,319.63

876.02

876.02

860.42

860.42

826.37

826.37

276.59

276.59

1,000.94

1,000.94

238.13

238.13

2,258.70

2,258.70

Page 7

#### Inv 2037384066

Line Item Date Line Item Description

AP-Check Detail (4/26/2023 - 10:15 AM)

Inv 2037368948 Total

Check Number Check	a Date	Amount
03/23/2023 I	ibrary Books	292.76
Inv 2037384066 Total		292.76
Inv 2037386738		
	ine Item Description ibrary Books	70.18
Inv 2037386738 Total		70.18
Inv 2037391645		
	ine Item Description ibrary Books	19.33
Inv 2037391645 Total		19.33
Inv 2037406850		
	ine Item Description ibrary Books	93.47
Inv 2037406850 Total		93.47
Inv 2037433044		
	ine Item Description ibrary Books	97.02
Inv 2037433044 Total		97.02
Total:		6,909.93
AK0369 - Baker & Taylor	Books Total:	6,909.93
ERDMPLC - Berry, Dunn		
16412 05/03/2 Inv 427865	2023	
	ine Item Description Consultant for Library Strategic Plan: 2023-2028	19,600.00
Inv 427865 Total		19,600.00
16412 Total:		19,600.00
	MaNail & Daulan II C Tatal	19,600.00
	, McNeil & Parker, LLC Total:	17,000.00
LSP8010 - Blackstone Pub 05/03/2		
Inv 2092580 Line Item Date <u>L</u>	ine Item Description	
	Books/DVDs/CDs (Audibooks)	112.84

Inv 2092580 Tota	1	112.84
0 Total:		112.84
BLSP8010 - Blackston	e Publishing Total:	112.84
BRDE6710 - Bardales 316410 0 Inv 8/13/2022	05/03/2023	
Line Item Date	Line Item Description	
04/13/2023	Mileage Reimbursement	28.75
Inv 8/13/2022 Tot	al	28.75
Inv 8/21/2022		
Line Item Date 04/13/2023	Line Item Description Mileage Reimbursement	14.38
Inv 8/21/2022 Tot	al	14.38
Inv 8/26/2022		
Line Item Date	Line Item Description	
04/13/2023	Mileage Reimbursement	14.38
Inv 8/26/2022 Tot	al	14.38
316410 Total:		57.51
BRDE6710 - Bardales	Jr., Luis Total:	57.51
BT4U8180 - Revolutio		
316470 0 Inv 0323-C002	15/03/2023 2798	
Line Item Date 04/10/2023	Line Item Description Meals for Onsite and Home Delivery: FY22-23 March	4,945.00
Inv 0323-C00279		4,945.00
316470 Total:		4,945.00
BT4U8180 - Revolutio	n Foods, PBC Total:	4,945.00
	Services )5/03/2023	
Inv 2099587 Line Item Date	Line Item Description	
	<u>.</u>	

eck Number Check	Date	Amount
04/13/2023 Fi	re Department Linen Rental and Cleaning Services: FY22-23	112.54
Inv 2099587 Total		112.54
Inv 2102017		
	ine Item Description ire Department Linen Rental and Cleaning Services: FY22-23	121.36
Inv 2102017 Total		121.36
6414 Total:		233.90
L5236 - CA Linen Servic	es Total:	233.90
N0607 - Cantu Graphics		
6415 05/03/2 Inv 21423	023	
	ine Item Description usiness cards for Management Analyst G. Tallon.	38.53
Inv 21423 Total		38.53
Inv 21446		
	ine Item Description Ider Adult Resource Guide Tri fold	992.25
Inv 21446 Total		992.25
Inv 21450		
	ine Item Description ignage for Electric Leaf Blower Demo Events	948.15
Inv 21450 Total		948.15
Inv 21465		
	ine Item Description 35th Birthday Celebration	62.84
Inv 21465 Total		62.84
Inv 21483		
	ine Item Description ouncil Meeting Board: April 19th, 2023	54.46
Inv 21483 Total		54.46
6415 Total:		2,096.23
N0607 - Cantu Graphics	Inc. Total:	2,096.23
P-Check Detail (4/26/2023 -		Page 10

<b>CHE6010 - Chem Pro La</b> 316417 05/0	boratory, Inc. )3/2023	
Inv IN108698	5/2025	
Line Item Date	Line Item Description	
03/31/2023	Monthly cleaning and treatment of City cooling tower	66.15
Inv IN108698 Total		66.15
Inv IN109707		
Line Item Date 04/01/2023	Line Item Description Monthly cleaning and treatment of City cooling tower.	153.00
Inv IN109707 Total		153.00
316417 Total:		219.15
CHE6010 - Chem Pro La	boratory, Inc. Total:	219.15
	s Communications Consulting, Inc. )3/2023	
Inv 1021		
Line Item Date 04/12/2023	Line Item Description Electrification Project/ Stakeholder Coordination Services.Jan23	4,972.50
Inv 1021 Total		4,972.50
Inv 1026		
Line Item Date 04/12/2023	Line Item Description Electrification Project/Stakeholder Coordination Services.Feb23	4,875.00
Inv 1026 Total		4,875.00
Inv 1029		
Line Item Date 04/12/2023	Line Item Description Electrification Project/Stakeholder Coordination Services.Mar23	3,997.50
Inv 1029 Total		3,997.50
316416 Total:		13,845.00
CHWCONST - Chawkin	s Communications Consulting, Inc. Total:	13,845.00
CINTAS - Cintas Corpor 316418 05/0	ration No. 2 )3/2023	
Inv 9218166102		
Line Item Date 04/04/2023	Line Item Description First Aid Cabinet & AED Monthly Servicing - FY2022-2023	153.25

Check Number Check Date	Amount
Inv 9218166102 Total	153.25
316418 Total:	153.25
CINTAS - Cintas Corporation No. 2 Total:	153.25
CPS0551 - CPRS 316422 05/03/2023	
Inv 28942	
Line Item DateLine Item Description04/12/2023CPRS Connections Conference & Expo for Melissa S.	50.00
Inv 28942 Total	50.00
316422 Total:	50.00
CPS0551 - CPRS Total:	50.00
CRDA1021 - Corodata Records Management	
0 05/03/2023 Inv RS4883336	
Line Item DateLine Item Description02/28/2023Records Management Storage - February 2023	510.38
Inv RS4883336 Total	510.38
Inv RS4892361	
Line Item DateLine Item Description03/31/2023Records Management Storage - March 2023	504.96
Inv RS4892361 Total	504.96
0 Total:	1,015.34
CRDA1021 - Corodata Records Management Total:	1,015.34
<b>CRMDLNEY - Delaney, Carmen</b> 316423 05/03/2023	
Inv 130146	
Line Item DateLine Item Description04/13/2023Partial refund issued for class cancellation due to rain	46.42
Inv 130146 Total	46.42
316423 Total:	46.42

	~	
<b>RSR2010 - Corodata</b>	Shredding Inc. 5/03/2023	
Inv DN 140552		
Line Item Date 03/31/2023	Line Item Description Shredding for Oxley St., Library, and Mission St March 2023	196.93
Inv DN 1405527 T	`otal	196.93
Total:		196.93
RSR2010 - Corodata	Shredding Inc. Total:	196.93
WNC2501 - Carl Wa		
05 Inv 2030926-20	5/03/2023 030961	
Line Item Date 04/04/2023	Line Item Description CWC 2030926 - 2030962	2,182.80
Inv 2030926-2030	961 Total	2,182.80
Total:		2,182.80
WNC2501 - Carl Wa	rren & Company Total:	2,182.80
<b>DLP8010 - Dr. Detail</b> 05	<b>Ph.D LLC</b> 5/03/2023	
Inv 2664	0/03/2023	
Line Item Date 08/18/2022	Line Item Description Sanitize Public Works Unit 101	230.00
Inv 2664 Total		230.00
Inv 2665		
Line Item Date 09/06/2022	Line Item Description Sanitize Community Development Unit 102	230.00
Inv 2665 Total		230.00
Inv 2815		
Line Item Date 04/10/2023	Line Item Description Pressure wash of library balconies	390.00
Inv 2815 Total		390.00

DDLP8010 - Dr. Detail Ph.D LLC Total:	850.00
DEM0777 - Demco Inc.	
316425 05/03/2023 Inv 7282720	
Line Item DateLine Item Description03/24/2023Label protectors	371.15
Inv 7282720 Total	371.15
316425 Total:	371.15
DEM0777 - Demco Inc. Total:	371.15
DENNKUM - Kum, Dennis 316454 05/03/2023	
Inv DT0323-01	
Line Item DateLine Item Description04/04/2023Water Efficient Plant Rebate.	575.05
Inv DT0323-01 Total	575.05
316454 Total:	575.05
DENNKUM - Kum, Dennis Total:	575.05
DIEMHANG - Hoang, Diemha 316444 05/03/2023 Inv DI0423-01	
Line Item DateLine Item Description04/04/2023Water Rebate for Drip Irrigation	300.00
Inv DI0423-01 Total	300.00
Inv DT0423-01	
Line Item DateLine Item Description04/04/2023Water Rebate for Plants	810.00
Inv DT0423-01 Total	810.00
316444 Total:	1,110.00
DIEMHANG - Hoang, Diemha Total:	1,110.00
DIG0800 - Digital Telecommunications Corp 0 05/03/2023	

Check Number Check	ate	Amount
Inv 47785		
Line Item Date Lin 04/01/2023 Mo	<u>e Item Description</u> nthly Service Contract - April 2023	984.00
	inny Service Contract - April 2025	
Inv 47785 Total		984.00
0 Total:		984.00
DIG0800 - Digital Telecommu	nications Corp Total:	984.00
EDVL6010 - Villalobos, Edga		
316484 05/03/20 Inv 1/14/2023	3	
	tem Description	75.55
	eage Reimbursement	25.55
Inv 1/14/2023 Total		25.55
Inv 1/20/2023		
	<u>Eltem Description</u> eage Reimbursement	25.55
Inv 1/20/2023 Total		25.55
Inv 10/1/2022		
	<u>Item Description</u> eage Reimbursement	48.75
Inv 10/1/2022 Total		48.75
Inv 12/23/2022		
Line Item Date Lin	tem Description	
04/14/2023 Mi	eage Reimbursement	48.75
Inv 12/23/2022 Total		48.75
Inv 3/3/2023		
	Eltem Description eage Reimbursement	51.10
Inv 3/3/2023 Total		51.10
Inv 4/11/2023		
Line Item Date Lir	Item Description	
04/14/2023 Mi	eage Reimbursement	25.55
Inv 4/11/2023 Total		25.55
Inv 5/13/2022		
Line Item Date Lin	Item Description	

Amount
22.82
22.82
45.63
45.63
24.38
24.38
24.38
24.38
342.46
342.46
148.23
148.23
148.23
94.00
94.00

Amount

EMLHAUS - Hausner, Emily	L. Total:	94.00
EMSA5011 - EMSAR		
316429 05/03/202 Inv SM-114697	3	
	Item Description - Ambulance equipment annuity contract	771.75
Inv SM-114697 Total		771.75
316429 Total:		771.75
1042) Iotal.		
CMSA5011 - EMSAR Total:		771.75
<b>EWEM6010 - Ewing Irrigation</b> 316430 05/03/202		
Inv 18811898		
	Item Description ary Irrigation wires & Conduit for timer/controller	649.86
05/00/2025 E10	ay migaton wies & conduction intercontroller	
Inv 18811898 Total		649.86
Inv 18878164		
	Item Description	152 (5
03/15/2023 Irrig	ation Supplies for Arroyo Park	153.65
Inv 18878164 Total		153.65
16430 Total:		803.51
WEM6010 - Ewing Irrigation	Products, Inc. Total:	803.51
<b>ED1109 - FedEx</b> 316432 05/03/202	2	
Inv 8-099-79367	5	
	Item Description	
04/14/2023 Shij	ment to background investigator	16.50
Inv 8-099-79367 Total		16.50
316432 Total:		16.50
ED1109 - FedEx Total:		16.50
FLCGRP - Flock Group, Inc.		
316433 05/03/202	3	

Inv INV-12949		
Line Item Date 04/03/2023	Line Item Description Operation of 13 cameras	8,125.0
Inv INV-12949 To	otal	8,125.0
16433 Total:		8,125.00
LCGRP - Flock Grou	ıp, Inc. Total:	8,125.00
<b>OST - Fair Oaks Sm</b> o 16431 0	og Test 55/03/2023	
Inv 1214	5,05,2025	
Line Item Date 04/13/2023	Line Item Description Smog Check Unit 8 Water Distribution	55.00
Inv 1214 Total		55.00
Inv 1216		
Line Item Date 04/13/2023	Line Item Description Smog Check Unit 13 Water Distribution	55.00
Inv 1216 Total		55.0
Inv 1217		
Line Item Date 04/13/2023	Line Item Description Smog Check Unit 3 Water Production	55.00
Inv 1217 Total		55.00
Inv 1218		
Line Item Date 04/13/2023	Line Item Description Smog Check Unit 11 Water Distribution	55.00
Inv 1218 Total		55.0
Inv 1219		
Line Item Date 04/13/2023	Line Item Description Smog Check Unit 6 Water Distribution	55.00
Inv 1219 Total		55.00
Inv 1224		
Line Item Date 04/13/2023	Line Item Description Public Works Department Vehicle Unit 101 Smog Check	55.00
Inv 1224 Total		55.0
16431 Total:		330.0
316431 Total:		
	(2023 10·15 AM)	Dage

FOST Fair Oaks Sm		330.00
FOST - Fair Oaks Smo	g lest lotal:	550.00
	OTYP-POSTALIA, INC. 5/03/2023	
Inv RI1057239		
Line Item Date 04/05/2023	Line Item Description Inkjet cartridge for Postbase Mailing machine	160.71
Inv RI105723931	Total	160.71
316434 Total:		160.71
FRNCPOST - FRANC	OTYP-POSTALIA, INC. Total:	160.71
<b>GALL5011 - Galls, LL</b> 316435 0	C 5/03/2023	
Inv 023997502		
Line Item Date 03/28/2023	Line Item Description Vest for Officer Wong	861.72
Inv 023997502 To	tal	861.72
316435 Total:		861.72
GALL5011 - Galls, LL	C Total:	861.72
	ent of Health Care Services - GEMT QAF	
316426 0. Inv GEM0323.	5/03/2023 1339	
Line Item Date	Line Item Description	7.552.44
03/01/2023	Fire - GEMT 2022 Q2	7,552.44
Inv GEM0323J33	9 Total	7,552.44
316426 Total:		7,552.44
GEMT5550 - Departm	ent of Health Care Services - GEMT QAF Total:	7,552.44
GLBI4011 - Global Inc		
316438 0. Inv 120314000	5/03/2023	
Line Item Date 04/13/2023	Line Item Description Purchase of 3 Automatic Sump pumps used in all underground well	1,971.82
Inv 120314000 To	tal	1,971.82

316438 Total:	1,971.82
GLBI4011 - Global Industrial Total:	1,971.82
GOLD6417 - Golden Bell Products, Inc.	
316439 05/03/2023 Inv 18222	
Line Item Date Line Item Description	
03/17/2023 Supplies for Citywide lift stations	810.30
Inv 18222 Total	810.30
316439 Total:	810.30
GOLD6417 - Golden Bell Products, Inc. Total:	810.30
GRA1244 - Woods Maintenance Services, Inc.	
316490 05/03/2023 Inv SPAS0323	
Line Item Date Line Item Description	
04/05/2023 Citywide Graffiti Removal Services March 2023	1,197.00
Inv SPAS0323 Total	1,197.00
316490 Total:	1,197.00
GRA1244 - Woods Maintenance Services, Inc. Total:	1,197.00
GRWY2013 - Garon Wyatt Investigative Services 316437 05/03/2023	
Inv 001	
Line Item DateLine Item Description01/03/2023Investigative Services - 10/11/22-12/20/22	2,668.64
Inv 001 Total	2,668.64
316437 Total:	2,668.64
GRWY2013 - Garon Wyatt Investigative Services Total:	2,668.64
GRYKLLY - Kelly, Gary	
316451 05/03/2023 Inv 130148	
Line Item DateLine Item Description04/13/2023Partial refund for class cancellation due to rain.	46.42

Check Humber		· · · · · · · · · · · · · · · · · · ·
Inv 130148 Total		46.42
316451 Total:		46.42
GRYKLLY - Kelly, G	ary Total:	46.42
HAC6711 - Hach Con 316441	npany 05/03/2023	
Inv 13524215		
Line Item Date 04/13/2023	Line Item Description Chlorine analyzer CL-17 at pumps and water reservoirs- Water Pro	6,697.25
Inv 13524215 To	tal	6,697.25
316441 Total:		6,697.25
IAC6711 - Hach Con	npany Total:	6,697.25
<b>IAKO8031 - Hakobi</b> 316442 (	an, Christine Lucy 05/03/2023	
Inv 58544		
Line Item Date 04/13/2023	Line Item Description Reimbursement for L.Hakobian(Staff) for del. to healing garden.	130.00
Inv 58544 Total		130.00
316442 Total:		130.00
IAKO8031 - Hakobia	an, Christine Lucy Total:	130.00
	05/03/2023	
Inv 1IN05638	Line Item Description	
04/13/2023	Fire - Engine maintenance	165.49
Inv 11N0563876	Total	165.49
316440 Total:		165.49
HHA5011 - H & H W	holesale Parts Total:	165.49
HOM1515 - Home De 316446	epot Credit Services 05/03/2023	
Inv 5544231		

Line Item Date Line Item Description

Check Number Check Date	Amount
01/17/2023 Fire - 2 CU FT CMO (Microwave)	251.37
Inv 5544231 Total	251.37
316446 Total:	251.37
HOM1515 - Home Depot Credit Services Total:	251.37
HOMCOMMU - Hom, Reagan	
316445 05/03/2023 Inv 032723	
Line Item DateLine Item Description03/27/2023Electrical work, light bar, console, push bumper install #1121	4,601.34
Inv 032723 Total	4,601.34
Inv 040623	
Line Item DateLine Item Description04/06/2023MDC electrical work unit #1121	675.00
Inv 040623 Total	675.00
Inv 040723	
Line Item DateLine Item Description04/07/2023Repair of siren amplifier unit #1201	200.00
Inv 040723 Total	200.00
316445 Total:	5,476.34
HOMCOMMU - Hom, Reagan Total:	5,476.34
HTHWILMS - Williams, Heather 316488 05/03/2023	
Inv 1233	
Line Item DateLine Item Description04/13/202324/7 Critical Incident Stress Debriefing Services for Fire Dept.	375.00
	375.00
Inv 1233 Total	
Inv 1233 Total 316488 Total:	375.00

316448 05/03/2023

Inv 3215750		
Line Item Date 04/06/2023	Line Item Description Software - ID Maker Pro 3.0	679.00
Inv 3215750 Total		679.00
316448 Total:		679.00
IDVL4010 - IDVille Tota	ıl:	679.00
	l Health Centers of California 03/2023	
Line Item Date 04/13/2023	Line Item Description New Hire testing and medical and Tranist random drug test	145.00
Inv 16409576 Total		145.00
316461 Total:		145.00
IICC8025 - Occupationa	l Health Centers of California Total:	145.00
INCG6011 - Interwest C		
0 05/ Inv 58784	03/2023	
Line Item Date 04/10/2020	Line Item Description Planning Review: 804 Valley View	1,050.00
Inv 58784 Total		1,050.00
Inv 60254		
Line Item Date 06/01/2020	Line Item Description Planning Review: 804 Valley View	300.00
Inv 60254 Total		300.00
Inv 60353		
Line Item Date 06/10/2020	Line Item Description Planning Review: 804 Valley View	1,800.00
Inv 60353 Total		1,800.00
Inv 61327		
Line Item Date 07/13/2020	Line Item Description Planning Review: 804 Valley View	750.00
Inv 61327 Total		750.00

## Check Number Check Date

Inv 61899		
Line Item Date 08/10/2020	Line Item Description Planning Review: 804 Valley View	1,350.00
Inv 61899 Total		1,350.00
Inv 63755		
Line Item Date 10/16/2020	Line Item Description Major Project Review: 1020 El Centro	872.50
Inv 63755 Total		872.50
Inv 64419		
Line Item Date 11/16/2020	<u>Line Item Description</u> Major Project Review: 2065 Marengo Ave.	3,320.00
Inv 64419 Total		3,320.00
Inv 64474		
Line Item Date 11/17/2020 11/17/2020 11/17/2020 11/17/2020 11/17/2020 11/17/2020 Inv 64474 Total 0 Total:	Line Item Description Major Project Review: 2065 Marengo Ave. Major Project Review: 23 Short Way Major Project Review: 814 Garfield Ave. Major Project Review: 1947 Oak Street Major Project Review: 807 Rollin Major Project Review: 1960 Oak Street	1,350.00 495.00 492.50 1,980.00 117.50 1,660.50 6,095.50
INCG6011 - Interwest C	onsulting Group Total:	15,538.00
0 05/ Inv 76-010065	oldings Insurance Services 03/2023	
Line Item Date 03/31/2023	Line Item Description Indemnity Annual Per Claim Fee - March 2023	4,477.35
Inv 76-010065 Total		4,477.35
0 Total:		4,477.35
ITCR2501 - Intercare H	oldings Insurance Services Total:	4,477.35
<b>JCRS5011 - Jones Coffee</b> 316450 05// Inv 59705	e Roasters 03/2023	

Line Item Date Line Item Description

Check Number Check Date	Amount
04/04/2023 Annual PO's for Coffee Supplies (FY22-23)	162.68
Inv 59705 Total	162.68
316450 Total:	162.68
JCRS5011 - Jones Coffee Roasters Total:	162.68
JENHKKER - Hooker, Jennifer 316447 05/03/2023 Inv 130149	
Line Item DateLine Item Description04/13/2023Partial refund for class cancellation due to rain.	46.42
Inv 130149 Total	46.42
316447 Total:	46.42
JENHKKER - Hooker, Jennifer Total:	46.42
JHMS8020 - JHM Supply 0 05/03/2023 Inv 320775/1	
Line Item DateLine Item Description03/27/2023Irrigation Supplies: Parks, Medians, and Landscape	26.02
Inv 320775/1 Total	26.02
Inv 321969/1	
Line Item DateLine Item Description04/14/2023PVC fittings for sump pumps	5.48
Inv 321969/1 Total	5.48
0 Total:	31.50
JHMS8020 - JHM Supply Total:	31.50
JMCB6710 - Cipres Bravo, Jose Manuel 316419 05/03/2023 Inv 12/14/2022	
Line Item DateLine Item Description04/13/2023Mileage Reimbursement	5.38
Inv 12/14/2022 Total	5.38

Inv 12/17/20	022	
Line Item Date 04/13/2023	Line Item Description Mileage Reimbursement	48.50
Inv 12/17/2022		48.50
IIIV 12/17/2022		10.00
Inv 3/3/202	3	
Line Item Date 04/13/2023	Line Item Description Mileage Reimbursement	25.15
Inv 3/3/2023 To	otal	25.15
Inv 6/1/202	2	
Line Item Date 04/13/2023	Line Item Description Mileage Reimbursement	22.70
Inv 6/1/2022 To	otal	22.70
Inv 7/8/202	2	
Line Item Date 04/13/2023	Line Item Description Mileage Reimbursement	48.50
Inv 7/8/2022 To	otal	48.50
Inv 9/23/202	22	
Line Item Date 04/13/2023	Line Item Description Mileage Reimbursement	24.25
Inv 9/23/2022	Total	24.25
Inv SWR R	eimburse	
Line Item Date 04/13/2023	Line Item Description D2 Renewal Reimbursement	230.00
Inv SWR Reim	iburse Total	230.00
316419 Total:		404.48
JMCB6710 - Cipres	s Bravo, Jose Manuel Total:	404.48
JSAR4011 - Jack's A	Auto Repair	
316449 Inv 18094	05/03/2023	
Line Item Date	Line Item Description	
04/14/2023	OII change and steeting wheel installation unit #1201	221.01
Inv 18094 Tota	d .	221.01
Inv 18194		
Line Item Date	Line Item Description	

Line Item Date Line Item Description

### **Check Number Check Date** Amount 04/05/2023 45 Day Inspection of Dial-A-Ride # 81 Vehicle 66.00 66.00 Inv 18194 Total 18217 Inv Line Item Description Line Item Date 04/13/2023 Replacement of battery, windshield wipers, added oil unit #1121 317.21 317.21 Inv 18217 Total 18219 Inv Line Item Date Line Item Description 04/13/2023 Oil change unit 1909 90.80 Inv 18219 Total 90.80 695.02 316449 Total: 695.02 JSAR4011 - Jack's Auto Repair Total: KMLHRNAS - Kimley-Horn & Associates, Inc. 316453 05/03/2023 Inv 22399560 Line Item Date Line Item Description 08/31/2022 Consulting Services for 1020 El Centro Ave. Environmental studies 4,759.30 4,759.30 Inv 22399560 Total 22592175 Inv Line Item Date Line Item Description 09/30/2022 Consulting Services for 1020 El Centro Ave. Environmental studies 3,426.11 3,426.11 Inv 22592175 Total 8,185.41 316453 Total: 8,185.41 KMLHRNAS - Kimley-Horn & Associates, Inc. Total: KORNVRO - Navarro, Korina 316459 05/03/2023 130207 Inv Line Item Date Line Item Description 04/13/2023 Participate canceled event for gazebo. 50% refund to be issued. 67.00 Inv 130207 Total 67.00 67.00 316459 Total:

)RNVRO - Navarro, K	orina Total:	67.00
MC6710 - Machado, l		
6455 05/0 Inv 2/18/2023	3/2023	
Line Item Date	Line Item Description	
04/14/2023	Mileage Reimbursement	21.48
Inv 2/18/2023 Total		21.48
Inv 2/22/2023		
Line Item Date 04/14/2023	Line Item Description Mileage Reimbursement	21.48
		21.48
Inv 2/22/2023 Total		21.40
Inv 3/4/2023		
Line Item Date 04/14/2023	Line Item Description Mileage Reimbursement	21.48
Inv 3/4/2023 Total		21.48
Inv 4/7/2023		
Line Item Date 04/14/2023	Line Item Description Mileage Reimbursement	21.88
Inv 4/7/2023 Total	6	21.88
Inv 7/15/2022		
Line Item Date	Line Item Description	
04/14/2023	Mileage Reimbursement	20.38
Inv 7/15/2022 Total		20.38
Inv 8/20/2022		
Line Item Date 04/14/2023	Line Item Description Mileage Reimbursement	20.38
Inv 8/20/2022 Total		20.38
Inv 9/14/2022		
Line Item Date 04/14/2023	Line Item Description Mileage Reimbursement	20.38
Inv 9/14/2022 Total		20.38
Inv 9/17/2022		
Line Item Date 04/14/2023	Line Item Description Mileage Reimbursement	20.3
Inv 9/17/2022 Total		20.38
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316455 Total:	167.84
KVMC6710 - Machado, Kelvin Total:	167.84
LEADMART - Demarest, Leah	
316424 05/03/2023 Inv 04112023	
Line Item Date Line Item Description	
04/11/2023 Housing Conference Expense - 03/27/2023-03/29/2023.	465.31
Inv 04112023 Total	465.31
316424 Total:	465.31
LEADMART - Demarest, Leah Total:	465.31
MER2145 - Merit Oil Company 316457 05/03/2023	
Inv 767853	
Line Item DateLine Item Description04/13/2023Fuel for Civic Center	10,006.60
Inv 767853 Total	10,006.60
316457 Total:	10,006.60
MER2145 - Merit Oil Company Total:	10,006.60
MGLINFT - Maglin Site Furniture	
316456 05/03/2023 Inv IFC00901	
Line Item Date Line Item Description	
04/11/2023Library Patio Furniture04/11/2023Library Patio Furniture	1,005.01 -1,005.01
04/11/2023 Library Patio Furniture	1,005.01
Inv IFC00901 Total	1,005.01
Inv IMC02002	
Line Item Date Line Item Description	
03/17/2023Library Patio Furniture03/17/2023Library Patio Furniture	4,888.75 6,501.25
03/17/2023 Library Patio Furniture	6,501.25
03/17/2023 Library Patio Furniture	-6,501.25
Inv IMC02002 Total	11,390.00

316456 Total:	12,395.01
MGLINFT - Maglin Site Furniture Total:	12,395.01
MIKBJRK - Bjork, Mikela	
316413 05/03/2023 Inv 130147	
Line Item DateLine Item Description04/13/2023Partial refund for class cancellation due to rain.	46.42
Inv 130147 Total	46.42
316413 Total:	46.42
MIKBJRK - Bjork, Mikela Total:	46.42
MMA2011 - MMASC 316458 05/03/2023 Inv 6867	
Line Item DateLine Item Description04/10/2023Membership for Management Analyst G. Tallon	90.00
Inv 6867 Total	90.00
316458 Total:	90.00
MMA2011 - MMASC Total:	90.00
NXPX2920 - Nexusplex 316460 05/03/2023	
Inv 3555	
Line Item DateLine Item Description04/11/20232-year subscription to the South Pasadenan	70.00
Inv 3555 Total	70.00
316460 Total:	70.00
NXPX2920 - Nexusplex Total:	70.00
OLNP8010 - Outlook Newspapers Group         316462       05/03/2023         Inv       2942	
Line Item DateLine Item Description04/07/2023Two-Year Subscription Renewal to the South Pasadena Review	99.00

Inv 2942 Total		99.00
316462 Total:		99.00
OLNP8010 - Outlook N	Newspapers Group Total:	99.00
	wes Global Financial Services LLC 5/03/2023	
Inv 310602780		
Line Item Date	Line Item Description	
04/11/2023 04/11/2023	Lease postage meter Jan 30-April 29, 2023 Lease postage meter Jan 30-April 29, 2023	54.90 54.90
04/11/2023	Lease postage meter Jan 30-April 29, 2023 Lease postage meter Jan 30-April 29, 2023	54.90
04/11/2023	Lease postage meter Jan 30-April 29, 2023	54.90
Inv 3106027803 T	òotal	219.60
316466 Total:		219.60
PBGF8031 - Pitney Bo	wes Global Financial Services LLC Total:	219.60
PHS4011 - Pasadena H	lumane Society	
	5/03/2023	
Inv APR2023S	SoPas	
Line Item Date 04/04/2023	Line Item Description Animal Control Services April 2023	14,456.90
Inv APR2023SoPa	as Total	14,456.90
316464 Total:		14,456.90
PHS4011 - Pasadena H	lumane Society Total:	14,456.90
<b>PLWK7011 - PlaceWor</b> 316467 02	rks, Inc. 5/03/2023	
Inv 81675		
Line Item Date 04/24/2023	Line Item Description Consultant for General Plan Update (Downtown Specific Plan)	1,962.50
Inv 81675 Total		1,962.50
316467 Total:		1,962.50
PLWK7011 - PlaceWor	rks, Inc. Total:	1,962.50

# PNCR8025 - Phoenix Cars LLC

Check Number

**Check Date** 

Amount

Check Number Check Date	Amount
316465 05/03/2023 Inv S2113	
Line Item Date Line Item Description	
04/05/2023 Dial-A-Ride Vehicle Maint. of Unit # 80 - New radiator	1,536.44
Inv S2113 Total	1,536.44
316465 Total:	1,536.44
NCR8025 - Phoenix Cars LLC Total:	1,536.44
RCFCA - Parks Coffee California 316463 05/03/2023	
Inv 80001890	
Line Item DateLine Item Description04/04/2023Senior Center rental water cooler	135.00
Inv 80001890 Total	135.00
16463 Total:	135.00
RCFCA - Parks Coffee California Total:	135.00
<b>TZM4011 - Zamora, Patrick</b> 16491 05/03/2023	
Inv 837878	
Line Item DateLine Item Description04/07/2023Reimbursement for window tint on unit #1908	75.00
Inv 837878 Total	75.00
16491 Total:	75.00
FZM4011 - Zamora, Patrick Total:	75.00
UWA8020 - Pure Water	
05/03/2023 Inv 2023840	
Line Item DateLine Item Description04/01/2023Fire - Drinking Water April 2023	66.24
Inv 2023840 Total	66.24
Total:	66.24
UWA8020 - Pure Water Total:	66.24
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RFCI8180 - Raftelis Financial Consultants, Inc.	
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	inancial Consultants, Inc. )5/03/2023	
Inv 26315	5/05/2025	
Line Item Date	Line Item Description	
04/14/2023	Comprehensive Rate Study for Water & Wastewater	398.00
04/14/2023	Comprehensive Rate Study for Water & Wastewater	397.00
Inv 26315 Total		795.00
Inv 27598		
Line Item Date	Line Item Description	
04/07/2023	PD Assessment services March 1-31, 2023	20,000.00
Inv 27598 Total		20,000.00
316468 Total:		20,795.00
RFCI8180 - Raftelis Fi	inancial Consultants, Inc. Total:	20,795.00
RIN7777 - Rincon Con		
0 0 Inv 27446	5/03/2023	
Line Item Date 01/13/2021	Line Item Description Major Project Review: 710 Fair Oaks	2,553.75
Inv 27446 Total		2,553.75
		2,000110
Inv 29084		
Line Item Date 03/17/2021	<u>Line Item Description</u> Major Project Review: 710 Fair Oaks	1,953.75
Inv 29084 Total		1,953.75
0 Total:		4,507.50
RIN7777 - Rincon Con	nsultants, Inc. Total:	4,507.50
ROBRECSF - Roberts		
316472 0 Inv PJI-014183	55/03/2023 5	
Line Item Date 03/21/2023	Line Item Description Supply and install engineered wood fibers at Eddie Park	3,989.74
Inv PJI-014185 To	otal	3,989.74
Inv PJI-01418	6	
Line Item Date	Line Item Description	
03/21/2023	Supply and install engineered wood fibers at Aroyo Park	4,554.50

Inv PJI-014186 Total	4,554.50
316472 Total:	8,544.24
ROBRECSF - Robertson Industries, Inc. Total:	8,544.24
ROWI2011 - Right of Way Inc. 316471 05/03/2023 Inv 64411	
Inv       64411         Line Item Date       Line Item Description         04/06/2023       On-Call Services for Traffic Control for Al Fresco K-Rails Apr22	1,382.00
Inv 64411 Total	1,382.00
316471 Total:	1,382.00
ROWI2011 - Right of Way Inc. Total:	1,382.00
RYAN - Garcia, Ryan 316436 05/03/2023 Inv 3/3/2023	
Line Item DateLine Item Description04/13/2023Mileage Reimbursement	13.36
Inv 3/3/2023 Total	13.36
316436 Total:	13.36
RYAN - Garcia, Ryan Total:	13.36
SATPSTRE - SatellitePhoneStore.com           316473         05/03/2023           Inv         24155-2388	
Line Item DateLine Item Description04/13/2023Satellite Phone Cards - Annual Refill	3,087.84
Inv 24155-2388 Total	3,087.84
316473 Total:	3,087.84
SATPSTRE - SatellitePhoneStore.com Total:	3,087.84
SCRBHLDG - ScribSoft Holdings, Inc.31647405/03/2023	

Inv PER00027	603	
Line Item Date 03/31/2023	Line Item Description CCW Processing March 2023	64.00
Inv PER00027603	Total	64.00
316474 Total:		64.00
SCRBHLDG - ScribSo	ft Holdings, Inc. Total:	64.00
<b>SDSI0107 - SDS Securi</b> 316475 0:	ity Design Systems 5/03/2023	
Inv 240925		
Line Item Date 04/01/2023	Line Item Description SDS Security Design Systems - May 2023	65.18
Inv 240925 Total		65.18
Inv 240926		
Line Item Date 04/01/2023	Line Item Description SDS Security Design Systems - May 2023	217.46
Inv 240926 Total		217.46
Inv 240927		
Line Item Date 04/01/2023	Line Item Description SDS Security Design Systems -May 2023	113.00
Inv 240927 Total		113.00
Inv 240928		
Line Item Date 04/01/2023	Line Item Description SDS Security Design Systems - May 2023	55.00
Inv 240928 Total	SDS Seeinty Design Systems - May 2025	55.00
316475 Total:		450.64
SDSI0107 - SDS Securi	ity Design Systems Total:	450.64
<b>SHO7777 - Showcases</b> 0 0:	5/03/2023	
Inv 326102		
Line Item Date 04/03/2023	Line Item Description CD ring binder albums	524.66
Inv 326102 Total		524.66

Line Item Date 04/03/2023	Line Item Description CD ring binder albums	200.07
Inv 326103 Total		200.0
) Total:		724.73
HO7777 - Showcases '	Total:	724.73
OGA6501 - SoCalGA	8	
	5/03/2023	
Inv 3/1/23-4/1/2	23	
Line Item Date	Line Item Description	
04/07/2023	CNG for City Vehicles 3/1/23-4/1/23 PWD	77.25
04/07/2023	CNG for City Vehicles 3/1/23-4/1/23 PWD	77.2:
04/07/2023	CNG for City Vehicles 3/1/23-4/1/23 PWD	77.25
04/07/2023	CNG for City Vehicles 3/1/23-4/1/23 PWD	77.25
04/07/2023	CNG for City Vehicles 3/1/23-4/1/23 PWD	77.25
04/07/2023	CNG for City Vehicles 3/1/23-4/1/23 Transit	77.20
Inv 3/1/23-4/1/23	Fotal	463.51
16476 Total:		463.51
OGA6501 - SoCalGA	S Total:	463.51
	th Pasadena PD Petty Cash	
	5/03/2023 8020	
Inv Petty Cash	8020	
Line Item Date 04/07/2023	Line Item Description Police Petty Cash 8020	210.01
Inv Petty Cash 802	0 Total	210.01
Inv Petty Cash	8100	
Line Item Date	Line Item Description	
04/07/2023	Police Petty Cash 8020 - Vehicle Maintenance	270.00
Inv Petty Cash 810	0 Total	270.00
Inv Petty Cash	8109	
Line Item Date 04/07/2023	Line Item Description Police Petty Cash 8109 Equipment	15.60
		15.60
Inv Petty Cash 810		
Inv Petty Cash 810		

STPHWNG - Wang, S		
	5/03/2023	
Inv DW0423-	02	
Line Item Date	Line Item Description	500.0
04/12/2023	Residential Rebate for Energy Star Dishwasher	500.0
Inv DW0423-02	fotal	500.0
316486 Total:		500.0
STPHWNG - Wang, S	tephen Total:	500.00
<b>FRCKSPCT - Truksp</b> 316478	ect, Inc. 15/03/2023	
Inv 230305		
Line Item Date	Line Item Description	
03/04/2023	Traffic Control Training for Public Works field staff	258.9
03/04/2023	Traffic Control Training for Public Works field staff	258.9
03/04/2023	Traffic Control Training for Public Works field staff	258.9
03/04/2023	Traffic Control Training for Public Works field staff	258.9
03/04/2023	Traffic Control Training for Public Works field staff	258.9
03/04/2023 03/04/2023	Traffic Control Training for Public Works field staff Traffic Control Training for Public Works field staff	258.9 258.9
Inv 230305 Total		1,812.8
316478 Total:		1,812.8
FRCKSPCT - Truksp	ect, Inc. Total:	1,812.80
FRUPINT - TruePoin	Solutions IIC	
	5/03/2023	
Inv 23-0365		
Line Item Date 04/24/2023	Line Item Description Online Permitting System Implementation	12,217.5
Inv 23-0365 Total		12,217.5
316477 Total:		12,217.5
FRUPINT - TruePoin	t Solutions, LLC Total:	12,217.5
FSFT5011 - T-Shirt F		

Inv 320233	
Line Item DateLine Item Description04/13/2023Fire - San Marino Command uniforms	1,332.07
	1,332.07
Inv 320233 Total	1,552.07
316479 Total:	1,332.07
TSFT5011 - T-Shirt Factory Outlet Total:	1,332.07
ULIN8021 - Uline, Inc.	
0 05/03/2023 Inv 161977877	
Line Item Date Line Item Description	
04/04/2023 Workstation for PD	1,694.79
Inv 161977877 Total	1,694.79
0 Total:	1,694.79
0 10(a).	1,00 1179
ULIN8021 - Uline, Inc. Total:	1,694.79
UND6710 - Underground Service Alert/SC	
316480 05/03/2023 Inv 120230712	
Line Item Date Line Item Description	105.05
04/12/2023 Utility Underground Service Alert/Water Divison Feb23 (Digalert)	127.25
Inv 120230712 Total	127.25
Inv 22-2303577	
Line Item DateLine Item Description04/12/2023Utility Underground Service Alert for Water Divison Apr23	54.29
Inv 22-2303577 Total	54.29
Inv 320230720	
Line Item Date Line Item Description	
04/12/2023 Utility Underground Service Alert/ Water Divison Digalert Apr23	197.25
Inv 320230720 Total	197.25
316480 Total:	378.79
UND6710 - Underground Service Alert/SC Total:	378.79
UPP7789 - Upper San Gabriel Valley MWD	
UFF / / 07 - Upper San Gabriel Valley IVI WD	

# UPP7789 - Upper San Gabriel Valley MWD

Check Number Check Date	
316481 05/03/2023 Inv SoPas-04.10.23	
Line Item DateLine Item Description04/11/2023Co-fund for Residential Rebates	2,075.00
Inv SoPas-04.10.23 Total	2,075.00
316481 Total:	2,075.00
UPP7789 - Upper San Gabriel Valley MWD Total:	2,075.00
VAR1111 - Vargas, Ruben 316482 05/03/2023	
Inv 4/4/23	
Line Item DateLine Item Description04/13/2023Mileage Reimbursement	20.43
Inv 4/4/23 Total	20.43
	20.15
Inv 4/7/23	
Line Item DateLine Item Description04/13/2023Mileage Reimbursement	20.43
Inv 4/7/23 Total	20.43
316482 Total:	40.86
VAR1111 - Vargas, Ruben Total:	40.86
<b>VERTONE - Veritone, Inc.</b> 316483 05/03/2023	
Inv 263075	
Line Item DateLine Item Description04/01/2023Control Application: 36 Users for RIPA Reporting Software.	3,600.00
Inv 263075 Total	3,600.00
316483 Total:	3,600.00
VERTONE - Veritone, Inc. Total:	3,600.00
VTMS4011 - Vital Medical Services, LLC 316485 05/03/2023	
Inv 4105	
Line Item DateLine Item Description02/28/2023Onsite blood draws 0317, 03604, 03554, 04370, 04369	2,615.00
Inv 4105 Total	2,615.00
AP-Check Detail (4/26/2023 - 10:15 AM)	Page 39

316485 Total:		2,615.00
VTMS4011 - Vital Medical Services,	LLC Total:	2,615.00
VUL6601 - Vulcan Materials Compa	ny	
0 05/03/2023 Inv 73604196		
	Description	
04/14/2023 Crushed A	ggregate Rock, Sand, Asphalt, Emulsion for Water Div.	771.42
Inv 73604196 Total		771.42
0 Total:		771.42
VUL6601 - Vulcan Materials Compa	ny Total:	771.42
WES4152 - West Coast Arborists, In	с.	
0 05/03/2023 Inv 197855		
Line Item Date Line Item	Description	
	e Maintenance Annual Tree Planting & Removal-3/1-3/15/ ntenance Contract Services-3/1-3/15/23	8,820.00 9,205.00
Inv 197855 Total		18,025.00
0 Total:		18,025.00
WES4152 - West Coast Arborists, In	c. Total:	18,025.00
WES6711 - Western Water Works Su	ipport Ctr.	
316487 05/03/2023 Inv 1238931-00		
	Description	0.10/.51
04/14/2023 1st meter of	coupling purchased to replenish depleted parts stocks	2,496.71
Inv 1238931-00 Total		2,496.71
316487 Total:		2,496.71
WES6711 - Western Water Works St	ipport Ctr. Total:	2,496.71
<b>WLHD8020 - Westlake Hardware</b> 0 05/03/2023		
Inv 14303323		
Line Item Date Line Item	Description	

	eck Date	Amount
01/23/2023	Fire - Station supplies	23.45
Inv 14303323 Total		23.45
Inv 14303403		
Line Item Date 02/12/2023	Line Item Description Fire - Station supplies	62.81
Inv 14303403 Total		62.81
Inv 14303453		
Line Item Date 03/01/2023	Line Item Description Hardware Supplies: Faucet for Fire Dept.	35.26
Inv 14303453 Total		35.26
Inv 14303455		
Line Item Date 03/01/2023	Line Item Description Hardware Supplies- Surge Protectors & Cords	121.22
Inv 14303455 Total		121.22
Inv 14303461		
Line Item Date 03/02/2023	Line Item Description Hardware Supplies - Keys for Facilies Dept.	6.59
Inv 14303461 Total		6.59
Inv 14303465		
Line Item Date 03/02/2023	Line Item Description Hardware Supplies - Hardware Tape & Irrigation Supplies	91.44
Inv 14303465 Total		91.44
Inv 14303472		
Line Item Date 03/08/2023	Line Item Description Hardware Supplies - Finance Dept. Key's	13.19
Inv 14303472 Total		13.19
Inv 14303476		
Line Item Date	Line Item Description	
03/09/2023	Hardware Supplies - Batteries for Blowers & Weed Eater	264.59
Inv 14303476 Total		264.59
Inv 14303497		
	Line Item Description	
Line Item Date 03/20/2023	Hardware Supplies - Key's for IT & Garfield Res.	74.95

## Check Number Check Date

Inv 14303499		
	<u>Line Item Description</u> Hardware Supplies - Lock for Garfield	41.88
Inv 14303499 Total		41.88
Inv 14303503		
	Line Item Description Cleaning Supplies for Public Works	30.85
Inv 14303503 Total		30.85
Inv 14303505		
	Line Item Description Hardware Supplies - Key's for Mgmt. Svcs.	9.89
Inv 14303505 Total		9.89
Inv 14303512		
	Line Item Description Hardware Supplies - Lamp for Garfield	29.76
Inv 14303512 Total		29.76
Inv 14303521		
	Line Item Description Hardware Supplies - Sewer Division Supplies	121.69
Inv 14303521 Total		121.69
Inv 14303530		
	Line Item Description Water Distribution Supplies	117.90
Inv 14303530 Total		117.90
) Total:		1,045.47
WLHD8020 - Westlake Ha	ırdware Total:	1,045.47
	am 101-8030-8021-8267-000 /2023	
Inv 9444	/2023	
Line Item Date 04/12/2023	Line Item Description Contract Class Instructor-April Functional Fitness Walk In	160.00
Inv 9444 Total		160.00
) Total:		160.00
AP-Check Detail (4/26/2023	3 - 10·15 AM)	Page 42

WLST8267 - Shuttic, William Total:	160.00
<b>WON6410 - Wondries Toyota</b> 316489 05/03/2023	
Inv 1247532	
Line Item DateLine Item Description04/13/2023Battery Replacement Unit 102 Community Development	391.36
Inv 1247532 Total	391.36
Inv 1247533	
Line Item DateLine Item Description04/13/2023Catalytic Converter Shield Unit 102 Community Development	356.36
Inv 1247533 Total	356.36
Inv 1247835	
Line Item DateLine Item Description08/15/2022Catalytic Converter Shield Unit 101 Public Works	356.36
Inv 1247835 Total	356.36
316489 Total:	1,104.08
WON6410 - Wondries Toyota Total:	1,104.08
YONKIM - Kim, Yonnie         316452       05/03/2023         Inv       DT0423-02	
Line Item DateLine Item Description04/12/2023Residential Rebate for Water Efficient Plants	1,200.00
Inv DT0423-02 Total	1,200.00
316452 Total:	1,200.00
YONKIM - Kim, Yonnie Total:	1,200.00
Total:	330,081.03

### ATTACHMENT 4 Online Payments

## City of SOUTH PASADENA

Online Payment Log					
Date	Vendor	Amount	Description		
3/23/2023	UMPQUA Bank	\$19,825.49	Online Payment for City's		
5/25/2025		Ş19,023.49	February Credit Card Expenses.		
			Online Payment for City's Gas		
4/13/2023	So Cal Gas	\$4,950.42	Bills from 02/14/2023-		
			03/16/2023.		
4/17/2022	Se Cel Edison	\$126.060.64	Online Payment for Electric		
4/17/2023	So Cal Edison	\$126,069.64	Account ending # 11581.		
Tetel		6450 045 FF			

Total:

\$150,845.55

### City of SOUTH PASADENA

	February 2023 Credit Card Expense Summary	1
Date	Description	Amount
02.01.2023	Calcities Registration - Ted Gerber	\$625.00
02.01.2023	CMTA - Membership for City Treasurer Zen	\$95.00
02.01.2023	Mamma's Brick Oven Pizza - City Council Meeting 02/01/2023	\$128.57
02.01.2023	Sheraton - Conference for Deputy Finance Director	\$243.07
02.01-02.27.23	Chevron South Pasadena - Fuel for Motor Officers	\$314.71
02.01-02.27.23	Tesla Supercharger - Electricity for PD Tesla Fleet	\$339.93
02.02.2023	JCTEES.COM - Fire Department Uniform Tees	\$522.27
02.02.2023	Valvoline - Fire Chief Vehicle Maintenance	\$116.18
02.02.2023	Southwest Airlines SGVEP Legislative Action Day Flight for T. Binns	\$174.96
02.02.2023	Gales Restaurant - Meeting with Steve and Sheila Rossi	\$194.06
02.03.2023	CA Library Association Membership for Cathy Billings	\$270.00
02.04.2023	Society for Human Resources - Membership for Luis Frausto	\$229.00
02.05.2023	BestBuy - Computer Supplies for Management Services	\$133.05
02.05.2023	EIG Constant Contact - Citywide Email Marketing Tool	\$200.00
02.06.2023	Gus's BBQ - Employee Engagement Team Working Luncheon	\$354.10
02.07.2023	SP BNI Building News - Public Works Green Book	\$234.02
02.07.2023	Vons - Refreshments for Leaf Blower Event	\$10.38
02.07.2023	Winchell's - Refreshments for Leaf Blower Event	\$124.94
02.08.2023	Zoom Monthly Fee for Community Development Department	\$16.11
02.08.2023	American Council of Engineering Companies Supplies - Community Development	\$405.39
02.09.2023	Lucid Software - Annual Membership for Management Services	\$95.40
02.09.2023	Fiore Market - Rater Oral Panel Lunch	\$48.20
02.10.2023	Home Depot - Police Department Supplies (Window Shades)	\$260.31
02.11.2023	Infinity Innovations Inc Professional Service for Mgmt. Svcs.	\$200.00
02.11.2023	Westin Carlsbad Resort - League of CA Cities Conference for Deputy City Manager	\$540.86
02.11.2032	Westin Carlsbad Resort - League of CA Cities for City Manager Chaparyan	\$540.86
02.13.2023	Winchell's - Refreshments for Staff Meeting	\$42.98
02.13.2023	Winchell's - Refreshments for Staff Meeting	\$42.98
02.13.2023	Calcities Registration - 2023 Registration for Leaders Summit T. Binns	\$625.00
02.13.2023	Senor Fish South Pasadena - CMO Meeting	\$76.65
02.13.2023	Government Finance Officers Association - Certificate of Achievement Review Fee	\$530.00
02.13.2023	CSMFO - Training for Finance Staff	\$200.00
02.14.2023	Berry Opera - Refreshments for CERT Training	\$34.40
02.14.2023	Sheraton - Hotel for Conference - HR Analyst	\$694.32
02.14.2023	Two Kids Coffee - Business Networking Event	\$160.00
02.14.2023	Springbrook Software - Training for Finance Staff	\$900.00
02.15.2023	EB The 2023 Serving - Conference Registration for E. Pearson (Trustee)	\$65.87
02.15.2023	Mendocino Farms - Lunch Meeting with Consultant J. Jones	\$81.28
02.15.2023	Patakan Thai Restaurant - City Council Meeting Dinner 02/15/2023	\$89.81
02.16.2023	Yourmembership.com - Job Posting on CA Library Association	\$99.50
02.16.2023	Crowdcast, Inc Library Virtual Streaming Platform	\$10.00
02.16.2023	Disaster Management System - Toolkit for Mass Casualty Incident	\$912.06
02.16.2023	Los Angeles Area Fire - Conference for Fire Chiefs	\$800.00
02.17.2023	FedEx - Returned Fire Equipment	\$14.75
02.18.2023	Canva - Annual Social Media Graphic Website Membership Fees	\$119.99
02.19.2023	Pappy & Harriet's Pioneertown Refund - **Refunded by CD Director	\$113.79
02.20.2023	ICSC - NY - ICSC Membership for Domenica Megerdichian	\$125.00
02.20.2023	ICSC - NY - ICSC Membership for Domenica Megeralania	\$125.00
02.20.2023	ICSC - NY - Conference for Domenica Megerdichian	\$920.00
02.20.2023	ICSC - NY - Conference for Mary Jerejian	\$920.00
02.21.2023	Housing California Conference - Community Development	\$775.00
02.21.2023	Mike and Anne's - Meeting with Dale Brown	\$26.50
02.22.2023	Fiore Market - Rater Oral Panel Lunch	\$28.50
		\$53.92
02.22.2023	Gus's BBQ - Lunch John Bruarie with Area Chamber Director and Consultant	
02.22.2023	ICSC - NY - Membership Refund	(\$125.00)
02.22.2023	ICSC - NY - Membership Refund	(\$125.00)
02.23.2023	ICMA Online - Membership Renewal for Luis Frausto	\$200.00
02.24.2023	Gotprint.com - Bookmarks for Equity, Diversity, and Inclusion	\$95.66
02.25.2023	2023 National American Planning Association Conference	\$785.00
02.27.2023	Fiore Market - Rater Oral Panel Lunch	\$58.62
:		\$19,825.49

### ATTACHMENT 5 Payroll Summary

### Payroll

#### Payroll Summary Report



Payroll Date:	4/14/2023	Regular		
Checks				\$ 779.27
Direct Deposits				\$ 491,687.97
<b>IRS</b> Payments				\$ 107,762.16
EDD - State of CA				\$ 32,315.00
PERS Pension				\$ 221,293.87
Deferred Comp				\$ 25,905.13
PERS Health				\$ -
			Subtotal:	\$ 879,743.40
Payroll Date:	4/14/2023	Off-Cycle		
Checks				\$ -
Direct Deposits				\$ 1,428.10
IRS Payments				\$ 82.13
EDD - State of CA				\$ 11.52
PERS Pension				\$ -
Deferred Comp				\$ -
PERS Health				\$ -
			Subtotal:	\$ 1,521.75
			Grand Total:	\$ 881,265.15



City Council Agenda Report

DATE:	May 3, 2023
FROM:	Arminé Chaparyan, City Manager DAM 🔓 🍋
PREPARED BY:	John Downs, Interim Finance Director Hsiulee Tran, Deputy Finance Director/Controller
SUBJECT:	July 2022 – Feb 2023 Budget Update

#### Recommendation

Staff recommends that the City Council receive and file the July 2022 – Feb 2023 Budget Update Report.

#### **Executive Summary**

As part of the Finance Department's on-going improvements based on best practices and direction from the City Council and Finance Commission, Finance staff will shift from quarterly updates to monthly budget updates to both bodies. These reports will provide the timely and ongoing opportunity for financial oversight, timely proactive recommendations, and regular discussion on the City's budget and related elements.

#### Background

On June 15, 2022, the City Council adopted the Fiscal Year (FY) 2022-23 Operating and Capital Improvement Program (CIP) budgets. The FY 2022-23 budget is the City's financial operating plans that establishes the City's goals, budget priorities, and desired service levels for the fiscal year, as well as identifies the fiscal resources necessary to achieve them. In Fall of 2021, City Council also adopted the 2021-2026 Strategic Plan, which set the community's priorities for the next five years, and City Council worked to adopt a document that was well thought-out and resources. The adopted budget was based on certain assumptions, which met expenditure and revenue projections.

To align with our Finance Department Operational Assessment and manage timely responses to changes in the City's financial position, a quarterly budget update report on the City's fiscal performance through February 2023 (July through February), comparing all general fund revenues and expenditures incurred during the first eight months of FY 2022-23 to the same period in FY 2021-22 has been completed. Staff is now shifting to a monthly reporting process. As this is the first of these reports, staff has taken the liberty to provide an accounting of budget efforts and actions from July 2022 to present.

July 2022 – February 2023 Budget Update May 3, 2023 Page 2 of 6

As customary, the Monthly Financial Review primarily focuses on the General Fund since this is the fund that supports traditional municipal services the City provides for residents, such as law enforcement, fire protection, public works services, parks, and recreation.

#### Analysis

#### FY 2021-22 Audited vs FY 2022-23 Adjusted Budget

FY 2023 GENERAL FUND YEAR-END PERFORMANCE						
		Y 2022 Year- nd (Audited)		FY 2023 Adopted Budget		FY 2023 Adjusted Budget
Beginning Fund Balance	\$	24,355,619	\$	20,810,029	\$	24,672,171
Revenues		34,668,783		42,224,170		42,849,230
Expenditures		34,352,231		41,721,612		44,690,482
Operating Surplus (Deficit)		316,552		502,558		(1,841,252)
Ending Fund Balance	\$	24,672,171	\$	21,312,587	\$	22,830,919
Required Reserve Balance	\$	10,400,635	\$	12,667,251	\$	12,854,769

\*Required reserve balance is 30% of revenues

#### FY 2022-23 Changes from Original Approved Budget to Adopted Budget

When staff presented the FY 2022-23 budget to City Council for consideration in June 2022, economists were discussing concerns of inflation, a CPI increase of 8%, supply chain issues, and interest rate adjustments by the Federal Reserve Bank. However, actual economic activity as measured by job gains, industrial production, and retail sales were still indicating growth. As mentioned in the FY 2023 budget message, the current climate was not as damaging as it has been to other cities due to the fact that the City of South Pasadena has a diverse revenue base including a healthy property tax base and a City's return of 24 cents to the property tax dollar.

- The measure A 75 cents sales transaction tax is now out-performing its traditional counterpart of the Bradley Burns 1% sales tax.
- The American Rescue Plan Act of 2021 created the State and Local Fiscal Recovery Fund (SLFRF). The City received \$6,059,235 SLFRF funds in the General Fund.

The City built a status quo budget for FY 2022-23. The City experienced many closures and unusual expenditures during the pandemic.

July 2022 – February 2023 Budget Update May 3, 2023 Page 3 of 6

#### **Revenue Report**

Percentage of Fiscal Year Complete: 66.67% (8 of 12 months)

Revenue Summary - All Fund Types 66.67% of Fiscal Year Complete (includes budget adjustments made 03.15.23)					
Description	FY 2023 Estimated Revenue	Year-To-Date Actual	Actual as %	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
	10.010.000	40,000,407	44.50%	054.405	40 704 000
General Fund	42,849,230	19,082,407	44.53%	351,125	18,731,282
Special Revenue/Grants	14,932,712	9,057,672	60.66%	153,330	8,904,342
Water Enterprise	18,348,241	8,074,713	44.01%	-305,650	8,380,363
Internal Service	2,940,000	610,174	20.75%	-364,162	974,336
Successor Agency	196,500	180,750	91.98%	144,333	36,417
Total All Revenues	79,266,683	37,005,716	46.69%	-21,024	37,026,740

Water Enterprise revenue is lower due to decrease in consumption in the current year.

Internal Service Fund is lower because the internal charges between funds is currently being reviewed and adjustments have not been made. The reimbursements of workers' compensation and general liability is also being reviewed by Finance.

#### July-February 2023 Financial Report

The table below shows the City's revenues and expenditures incurred through the first eight months of the two fiscal years, from July 1 through February 28 for both fiscal years 2022-23 and 2021-22 for comparison purposes.

GENERAL FUND REVENUES & EXPENDITURES JULY - FEBRUARY 2023					
	FY 2023 Budget	FY 2023 July-February Actuals	FY 2022 July-February Actuals	Year over Year 8 Month Dollar Comparison	Year over Year 8 Month Comparison Percentage
Revenues					
Property Taxes	\$ 14,463,414	\$ 7,794,564	\$ 7,717,693	\$ 76,871	1.00%
Sales Taxes	\$ 6,006,000	2,791,585	2,691,928	99,657	3.70%
Utility Users Taxes	\$ 4,299,703	2,160,068	2,278,152	(118,084)	-5.18%
Business Licenses & Permits	\$ 903,280	513,003	516,147	(3,144)	-0.61%
Charges for Current Services	\$ 3,777,200	2,569,680	2,232,552	337,128	15.10%
Fines, Forfeitures & Penalties	\$ 500,000	235,370	224,508	10,862	4.84%
Other Taxes & Revenue	\$ 12,899,633	3,018,137	3,070,302	(52,165)	-1.70%
Total Revenues	\$42,849,230	\$19,082,407	\$18,731,282	\$351,125	1.87%
Expenditures					
Operational Expenditures	\$38,068,183	\$22,352,889	\$22,422,513	(69,624)	-0.31%
Total Expenditures	\$38,068,183	\$22,352,889	\$22,422,513	(69,624)	-0.31%

#### July-February 2023 Revenue Performance

Overall, revenues for the City are up 1.87% (\$351,125) for the first eight months of FY 2022-23 compared to FY 2021-22. Outlined below is a summary of the revenue performance for the City's major revenues:

The General Fund's Top Revenue Categories 66.67% of Fiscal Year Complete (includes budget adjustments made )					
Description	FY 2023 Estimated Revenue	Year-To-Date Actual	Actual as %	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Property Taxes	14,463,414	7,794,564	53.89%	76,871	7,717,693
Sales Taxes	6,006,000	2,791,585	46.48%	99,657	2,691,928
Utility Users Taxes	4,299,703	2,160,068	50.24%	-118,084	2,278,152
Business Licenses & Permits	903,280	513,003	56.79%	-3,144	516,147
Charges for Service	3,777,200	2,569,680	68.03%	337,128	2,232,552
Fines, Forfeitures & Penalties	500,000	235,370	47.07%	10,862	224,508
Other Taxes & Revenue	12,899,633	3,018,137	23.40%	-52,165	3,070,302
Total Top Revenue Categories	42,849,230	19,082,407	16.10%	351,125	18,731,282

#### Property Tax

Through the first eight months in FY 2022-23, the City's largest revenue, Property Tax, was up 1.00% (\$76,871) from FY 2021-22. The City has received 55% of the revenue and expects the largest amount to come in April 2023. For FY 2022-23, the City budgeted \$14,463,414.

In respect to Secured Property Taxes, the City received its Property Tax installment in December 2022, representing 40% of what the State expects to receive for the whole year. Therefore, on an annualized basis, the City's estimated Secured Property Taxes are on track.

In January 2023, the City received \$1,856,596 in Property Tax in Lieu of VLF revenue and expect the next payment of similar amount in May 2023.

#### Sales Taxes

Taxes (including Sales Tax Measure A) are up 3.70% (\$99,657) through the first eight months of FY 2022-23 from last year. Sales Taxes makes up 14% of total General Fund revenues and is the City's second largest revenue stream. The City budgeted \$6 million for FY 2022-23.

#### Utility Users Tax (UUT)

UUT revenues are down 5.18% (\$118,084) in FY 2022-23 from prior year. UUT revenues for electric and cable increased the first eight months of the year while UUT revenues for water, gas, and telephone decreased.

July 2022 – February 2023 Budget Update May 3, 2023 Page 5 of 6

#### **Business License & Permits**

Business Licenses and Permits are lower by 0.61% (\$3,144) from prior year. There was a decrease in business license, parking permits, street/curb permits, FOG wastewater permit, and street closure permits. Filming permits and fire permits increased in the first six months by \$13,000. Staff is working closely with our business license specialist, HdL, who we contract with for business license and FOG permitting, to gain further compliance. The City Council had adopted emergency declarations related to some business requirements, including penalties on business license, as well as a relaxed signage program, during the pandemic, in an effort to be business-friendly. These declarations and relaxed elements have expired and sunsetted, and staff is working diligently with HdL and the business community toward compliance.

#### **Charges for Current Services**

Charges for Services increased by 15.10% (\$337,128) from last year. Charges for Services include various fees such as Plan Check Fees, Paramedic Fees, Filming, Planning Fees, Building Permits, Inspection and Recreation Fees. As we advance out of the Covid-era, the charges for current services revenue will continue to increase as the City is opening more programs and activities for the public. We expect to see this increase continue in FY 23-24. Plan check and paramedic fees makes up the biggest increase from prior year.

#### Fines, Forfeits, & Penalties

Fines, Forfeitures, and Penalties increased by 4.84% (\$10,862) from last year. The reason for this increase is due to processing of payment to Parking Citations vendor from September 2020 through July 2021 in FY 2021-22. This timing difference of payments caused the revenue to be understated in FY 2021-22.

#### **Other Revenues**

Other Taxes and Revenue decreased by 1.70% (\$52,165) from last year. Interest and Rental income increased by \$67,000. In FY 2021-22, there were miscellaneous receivables received of \$108,000 for prior year which were not adjusted to the correct account when received. In FY 2022-23, clean-up of these accounts were made... Also, the City contracts with San Marino Fire Department for a shared Division Chief. The City will receive a reimbursement from the City of San Marino in the near future for this reimbursement.

#### July-February 2023 Expenditure Performance

The City expended 0.31% (\$69,624) less than last year. The decrease in expenditures can be attributed to timing differences. The Finance Department will continue to monitor spending, address unanticipated needs for the current year, and help ensure that departments are adhering to the approved budget.

July 2022 – February 2023 Budget Update May 3, 2023 Page 6 of 6

#### **Fiscal Impact**

Based on the current data, clean up and one-time expenditures approved during midyear, it is expected that expenditures will exceed revenues by \$1.8M for FY 2022-23. It should be noted that due to timing differences revenues and expenditures are not received or expended on a proportional basis during the year, so the percentages reported may not accurately reflect their anticipated annual totals. Staff will continue to monitor revenues and expenditures and will provide updated information as it becomes available.

#### Key Performance Indicators and Strategic Plan

This item is in line with the Finance Department's Key Performance Indicators related to timely budget preparation and updates to the Commission and Council. The monthly report is being presented in order to improve financial processes and provide a more transparent Budget update report.

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

This matter is being presented to the Finance Commission on April 27, 2023, and will be forwarded to the City Council thereafter. Moving forward, the monthly budget update will be provided to both bodies for their review and discussion.

Attachment: South Pasadena Finance Department Performance Measurements

## ATTACHMENT

South Pasadena Finance Department Performance Measurements

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South Pasadena Finance Department				
PERFORMANCE MEASUREMENTS- April 19, 2023				
Measurement	Unit of Measure	Type of Indicator	Status	
Accounting Management				
Complete Bank Reconciliations by 20th Day of Month	%	Effectiveness	Completed January 2023 and February 2023 in progress.	
Cash Bank Deposit 1x or 2x Per Week	%	Effectiveness	Current	
Electronic Bank Deposit Every Day	%	Effectiveness	Current	
Unmodified or "Clean" Audit Opinion Obtained for CAFR	Yes/No	Effectiveness	Interim/Internal Control Testing scheduled for May/June 2023 Reduction of findings	
Number of Audit Findings	#	Efficiency	from four to three	
Award Received for ACFR Reporting Excellence	" Yes/No	Effectiveness	Application for June 30, 2022 was submitted on February 15, 2023.	
State Controller's Report Filed on timely basis (1/31)	Yes/No	Effectiveness	Current	
Metro, Gas Tax Audits Completed on Schedule	Yes/No	Effectiveness	Current	
Payroll tax quarterly reports timely filed for State (DE9/DE9C)/Federal (941)	%	Effectiveness	Current	
Financial Reporting to Decision Makers				
Distribute Monthly GL Revenue/Expenditure Reports to depts. by 15th of month	%	Effectiveness	Monthly assignment Agendized for May 3,	
Present Quarterly Financial Reports to City Council in October, May and August	Yes/No	Effectiveness	2023 for July 2022- February 2023 report	
Present Midyear Report to City Council in	Maa/Nia		Successfully completed	
March Include 5-Year General Fund Financial Projection in Midyear Report	Yes/No Yes/No	Effectiveness	March 2023 Industry best practices is usually 1-2 years projection, staff exploring further and may consider implementing in the future	
Treasury Management				
Present City Treasurer's Monthly Investment Report to City Council every month	%	Effectiveness	Current	
Present City's Investment Policy to City Council in November 2022	Yes/No	Effectiveness	Completed	
Average Portfolio Par Balance	\$	Workload	Included in Investment Report	
Variance Between City Portfolio and LAIF Book Rates of Return <i>City Higher or (City Lower)</i>	%	Effectiveness	Included in Investment Report	

Budgetary Management			
Adopt Annual Budget in June	Yes/No	Efficiency	Currently in FY 23-24 Budget Process
Include 5-Year General Fund Financial Projection in Proposed and Adopted Annual			Industry best practices is usually 1-2 years projection, staff exploring further and may consider implementing in the
Budget	Yes/No	Effectiveness	future
Information Technology			
Complete Implementation of TCP Third-Party Electronic Timecard System by November 30, 2022	Narrative	Effectiveness	Will not complete. Currently testing out Employee Self Service Portal through Springbrook
Attendance at Spring brook Annual Conference by 2 Department Employees Each Year	Yes/No	Efficiency	Planned for 23-24
Contracts and Purchase Orders Management			
Electronic Encumbrances Established for All Contracts and Purchase Order Having Value Greater than current policy limit	Yes/No	Efficiency	Already implemented
Payroll Management			
Annual Covered Payroll *	\$	Workload	Stated in budget.
Distribute W2s per IRS guidelines	Yes/No	Effectiveness	Successfully completed in January 2023
Accounts Payable			
Complete Warrant Register With Inclusion of All Properly Prepared Payment Requests	%	Effectiveness	Bi-monthly task
Business Licensing			
Number of Licensing Accounts	#	Workload	To be stated in budget
Percentage of Licensing Accounts Paid Electronically	%	Efficiency	To be stated in budget
Utility Billing			
Number of Water Accounts	#	Workload	To be stated in budget
Percentage of Water Accounts Paid Electronically	%	Efficiency	To be stated in budget

\* = Detailed in Annual Budget

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City Council Agenda Report

DATE:	May 3, 2023
FROM:	Arminé Chaparyan, City Manager AC
PREPARED BY:	Luis Frausto, Management Services Director Mark Perez, Deputy City Clerk
SUBJECT:	Approval of City Council Meeting Minutes for May 18, 2022, June 15, 2022, and April 19, 2023

#### Recommendation

It is recommended that the City Council:

- 1. Approve the minutes for the May 18, 2022, Regular City Council Meeting; and
- 2. Approve the minutes for the May 18, 2022, Special City Council Meeting; and
- 3. Approve the minutes for the June 15, 2022, Special City Council Meeting; and
- 4. Approve the minutes for the April 19, 2023, Regular City Council Meeting; and
- 5. Approve the minutes for the April 19, 2023, Special Housing Authority Meeting.

#### **Executive Summary**

The City Clerk's Division is diligently working on backlogged City Council meeting minutes dating back to May 2022. Attached to this staff report are meeting minutes for May 18, 2022, June 15, 2022, and April 19, 2023. Staff is committed to submitting the most recent meeting minutes, as well as two prior meeting minutes, at each council meeting for approval moving forward until minutes are current. Staff will maintain timely minutes thereafter.

#### Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council. They are also used for confirmation of approval for purchases by the City, as approved by the City Council. Currently, the division is working towards the completion of the backlog of minutes.

Current staff has developed a high quality, accurate and timely minutes process, and are working diligently to address past minutes as well as maintain timely minutes moving forward.

Approval of City Council Meeting Minutes May 03, 2023 Page 2 of 2

#### Analysis

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

As of today, we have 32 outstanding minutes for our past City Council meetings, inclusive of special and joint meetings. It is expected that the City Clerk's Division will be fully caught up with minutes no later than May 2024, or sooner if capacity allows. Although the Chief City Clerk position is still vacant, the recruitment effort to fill this important position is well underway.

#### Key Performance Indicators and Strategic Plan

This item is in line with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

#### Fiscal Impact

To date, the City has paid approximately \$19,575 to Marc A. Donohue for the production of City Council meeting minutes over the term of the contract. There is one additional consultant fee anticipated for past work completed that staff is currently reviewing prior to payment. Moving forward, existing City Clerk Division staff is facilitating the work related to this project, and therefore no future consultant fees are anticipated.

Attachments:

- 1. May 18, 2022 Regular City Council Meeting Minutes
- 2. May 18, 2022 Special City Council Meeting Minutes
- 3. June 15, 2022 Special City Council Meeting Minutes
- 4. April 19, 2023 Regular City Council Meeting Minutes
- 5. April 19, 2023 Special Housing Authority Meeting Minutes

## **ATTACHMENT 1**

May 18, 2022, Regular Meeting Minutes

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#### CITY OF SOUTH PASADENA CITY COUNCIL - REGULAR MEETING

#### <u>M I N U T E S</u> WEDNESDAY, MAY 18, 2022, AT 7:00 P.M.

#### CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, May 18, 2022, at 7:27 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

#### ROLL CALL:

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

Christina Muñoz, Deputy City Clerk, announced a quorum.

#### CITY STAFF PRESENT:

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

#### PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Evelyn G. Zneimer

#### CLOSED SESSION ANNOUNCEMENTS

#### 1. CLOSED SESSION ANNOUNCEMENTS

#### The below item pertains to the 05-18-2022, Special Open Session Agenda.

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

1. City of South Pasadena v. California Department of Transportation (LASC Case No.21STCP01779)

#### The below items pertain to the 05-18-2022, Regular Open Session Agenda.

 A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
 1. Owen Cliff Snider v. City of South Pasadena, (UPC Case No. LA-CE-1180-M)

#### B. CONFERENCE WITH LABOR NEGOTIATORS

(Government Code Section 54957.6)

Conference with Labor Negotiators regarding labor negotiations with the following groups:

- South Pasadena Police Officers' Association
- South Pasadena Firefighters' Association
- South Pasadena Public Service Employees' Association
- South Pasadena Public Service Part Time Employees' Association
- Unrepresented Management Employees

City Negotiators: City Manager Arminé Chaparyan; Human Resources and Risk Manager Belinda Varela

#### C. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code Section 54956.9(d)(1)) Claimant: Andrea Knopf Agency Claimed Against: City of South Pasadena

City Attorney Jared announced City Council recessed into Closed Session at 5:25 P.M. to discuss Item A, from the Special Open Session Agenda, with all members present. City Attorney Jared stated the City Council will reconvene into closed session to discuss the item further, at the completion of the Regular City Council Meeting. At 6:33 P.M. the City Council opened the 5:30 P.M. Closed Session Meeting to discuss items on the Regular Open Session Agenda. Item Nos. A, B, C, direction provided and no final action taken.

The City Council recessed closed session at 7:15 P.M.

#### PUBLIC COMMENT

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

#### In-Person Comments:

David Kim spoke regarding his departure from the Senators Office.

Barbara Eisenstein spoke regarding the Nature Park and the sign project.

Sam Burgess spoke regarding the Ukranian proclamation.

#### Zoom Comment:

Carlos spoke regarding Assembly Bill 223.

Yvonne LaRose spoke regarding domestic violence, abuse, and Sam Burgess comment.

Alan Ehrlich spoke regarding Sam Burgess' comment and the Special Meeting agenda.

#### PRESENTATIONS

#### 3. PET ADOPTION – PASADENA HUMANE SOCIETY

Mayor Cacciotti announced the postponing of this item to a future City Council Meeting.

#### 4. CERTIFICATE OF APPRECIATION: SHERWOOD LEE

Mayor Cacciotti presented certificate of appreciation for Sherwood Lee.

#### 5. <u>PROCLAMATION DECLARING SUPPORT FOR AND STANDING IN SOLIDARITY</u> <u>WITH THE PEOPLE OF UKRAINE</u>

Councilmember Zneimer requested to bring this item back after edits. Councilmember Mahmud supported moving forward with Proclamation as written. Mayor Primuth seconded Councilmember Zneimer's request to bring this item back with revisions.

Councilmember Cacciotti agreed to bring this item back with revisions.

#### 6. <u>PROCLAMATION DECLARING MAY 15 THROUGH 21. 2022 AS "PUBLIC WORKS</u> <u>WEEK" IN THE CITY OF SOUTH PASADENA</u>

Calvin Machato and Victor Magaña presented and accepted the proclamation declaring May 15 through 21, 2022, as "Public Works Week" in the City of South Pasadena.

#### COMMUNICATIONS

#### 7. COUNCILMEMBERS COMMUNICATIONS

Councilmember Mahmud spoke regarding her attendance of the Planning Commission meeting, the Library Board of Trustees meeting, and the upcoming water restrictions taking place in the San Gabriel Valley.

Councilmember Mahmud requested a second from Council to use discretionary funds to pay for the purchase requested by Barbara Eisenstein for the Nature Park. Mayor Cacciotti seconded her request.

Councilmember Donovan spoke regarding attending the Parks and Recreation Commission meeting and gave dates for a few of the upcoming City events.

Councilmember Zneimer spoke regarding attending the grand opening of the Grocery Outlet ribbon cutting, C.E.R.T Training with the Fire Department, the South Pasadena Education Foundation (SPEF) event, the Finance Commission meeting, and the "Water Shed, Water Talks" series.

Mayor Pro Tem Primuth spoke regarding his attendance at the Public Safety Commission meeting, and the Mobility and Transportation Infrastructure Commission meeting. He also spoke on the upcoming Asian American Pacific Islander (AAPI) event.

Mayor Cacciotti spoke regarding attending the South Pasadena Prayer Breakfast, the opening of Grocery Outlet, the assessment of our Electrification Project, the Senior Center Foundation luncheon, the Air Quality Management District meeting, and the "Be Kind to Animals" event. He also spoke on attending the Pasadena Showcase House and Design, Edison's Emergency Operations Center, the Advanced Technology show in Long Beach, and the Holy Family Food Program.

#### 8. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan spoke on the Finance Commission meeting and upcoming budget meetings and community workshops, and the AAPI event. She also spoke on First Responders week.

#### 9. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

Mayor requested to move Item No. 20 to be heard after the consent calendar.

#### CONSENT CALENDAR

A motion was made by Councilmember Donovan, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Consent Calendar Items No. 11, 13, 14, 15, 16, and 17, as presented. Councilmember Zneimer requested to pull Item Nos. 10 and 12 for separate discussion. The motion carried 4-0-1, by the following vote:

AYES:Donovan, Primuth, Zneimer, Mayor CacciottiNOES:None.ABSENT:MahmudABSTAINED:None.

Councilmember Mahmud was not present for this vote in order to attend to an emergency.

#### 10. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$77,578.88; GENERAL CITY WARRANTS IN THE AMOUNT OF \$252,847.18; SUPPLEMENTAL AUTOMATED CLEARING HOUSE PAYMENTS IN THE AMOUNT OF \$112,852.12; VOIDS IN THE AMOUNT OF (\$5,233.49); TRANSFERS IN THE AMOUNT OF \$63,688.68; PAYROLL IN THE AMOUNT OF \$738,735.84

Recommendation

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

Councilmember Zneimer requested an update on how PRISM is paid and the total cost per year, from Management Services Director Lucy Demirjian.

#### COUNCIL ACTION AND MOTION

Councilmember Zneimer pulled this item for further discussion. A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 10, as presented. The motion carried 4-0-1, by the following vote:

AYES:	Donovan, Primuth, Zneimer, Mayor Cacciotti
NOES:	None.
ABSENT:	Mahmud
ABSTAINED:	None.

#### 11. APPROVAL OF FIRST QUARTER 2021-2026 STRATEGIC PLAN UPDATE

#### Recommendation

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

#### A motion was made to approve recommendation on the Consent Calendar

#### 12. <u>AUTHORIZE THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO</u> <u>THE PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC AND</u> <u>PLANNING SYSTEMS, INC. FOR ADDITIONAL \$15,000, FOR ECONOMIC</u> <u>FEASIBILITY ANALYSIS OF THE INCLUSIONARY HOUSING ORDINANCE</u>

Recommendation:

It is recommended that the City Council authorize the City Manager to execute a Second Amendment to the Economic and Planning Systems, Inc. (EPS) Professional Services Agreement (PSA) to expand the scope of work to include an additional \$15,000, for an economic feasibility analysis of the City's Inclusionary Housing Ordinance and increase the total contract not-to-exceed amount to \$88,345.

#### COUNCIL ACTION AND MOTION

Councilmember Zneimer pulled this item for further discussion. A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 12, as presented. The motion carried 4-0-1, by the following vote:

AYES:Donovan, Primuth, Zneimer, Mayor CacciottiNOES:None.ABSENT:MahmudABSTAINED:None.

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#### 13. ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2022-23 ENGINEER'S REPORT DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR THE FY 2022-23 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

#### **RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE FISCAL YEAR 2022-23 ENGINEER'S REPORT DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

#### Recommendation

It is recommended that the City Council:

- 1. Adopt the attached resolution approving the Fiscal Year (FY) 2022-23 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
- 2. Schedule the Public Hearing for the FY 2022-23 Lighting and Landscaping Maintenance District (LLMD) for June 15, 2022, at 7:00 p.m. in the Council Chambers.

#### A motion was made to approve recommendation on the Consent Calendar

#### Resolution No. 7765 was adopted.

#### 14. RECEIVE AND FILE REPORT ON PLACEWORKS, INC. INVOICES

#### Recommendation

It is recommended that the City Council receive and file this report on invoices and payments made to PlaceWorks, Inc.

#### A motion was made to approve recommendation on the Consent Calendar

#### 15. CANCELLATION OF THE JULY 6, 2022 REGULAR CITY COUNCIL MEETING

#### **Recommendation**

It is recommended that the City Council approve the cancellation of the July 6, 2022 Regular City Council Meeting.

#### A motion was made to approve recommendation on the Consent Calendar

#### 16. <u>APPROVAL OF DISCRETIONARY FUNDS REQUEST FROM MAYOR MICHAEL</u> <u>CACCIOTTI (\$3,000), MAYOR PRO TEM JON PRIMUTH (\$588),</u> <u>COUNCILMEMBER DIANA MAHMUD (\$500), COUNCILMEMBER JACK</u> <u>DONOVAN (\$500), AND COUNCILMEMBER EVELYN ZNEIMER (\$1,000), FOR</u> <u>A COMBINED TOTAL OF \$5,588 FOR THE JULY 4TH THEATRICAL</u> <u>PRESENTATION</u>

Recommendation

It is recommended that the City Council:

- 1. Approve the discretionary funds request for the 4th of July Theatrical Presentation by Jim and Lissa Reynolds, to be held on July 3 at the South Pasadena High School, for a combined total of \$5,588; and,
- 2. Approve funding balance from Community Services General Fund account.

#### A motion was made to approve recommendation on the Consent Calendar

#### 17. INTRODUCTION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DESIGNATING AN ENFORCEMENT AGENCY TO REGULATE SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS (AB 1276)

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DESIGNATING THE CITY AS THE ENFORCEMENT AGENCY FOR STATE REGULATIONS ON SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

**Recommendation** 

Staff recommends City Council adopt a Resolution to designate the City as the enforcement agency for limiting single-use foodware accessories and condiments as required by state law before June 1, 2022.

#### A motion was made to approve recommendation on the Consent Calendar

Resolution No. 7766 was adopted.

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**PUBLIC HEARING** (Item continued from May 4, 2022)

#### 18. <u>FIRST READING AND INTRODUCTION OF AN ORDINANCE ADOPTING A</u> <u>POLICY FOR THE APPROVAL, ACQUISITION, AND REPORTING OF MILITARY</u> <u>EQUIPMENT BY THE SOUTH PASADENA POLICE DEPARTMENT</u>

#### ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A POLICY FOR THE USE OF MILITARY EQUIPMENT BY THE SOUTH PASADENA POLICE DEPARTMENT

#### Recommendation

Staff recommends City Council read by title only for first reading, waiving further reading, and introduce an ordinance adopting a Military Equipment Use Policy for the approval, acquisition, and reporting of Military Equipment by the South Pasadena Police Department, as required by Assembly Bill 481 (AB 481).

Police Chief Solinsky presented on the item.

Zoom Comments:

Carlos spoke regarding supporting the acquisition for military equipment.

#### COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth, and approved by roll call vote to approve Item No. 18, as presented. The motion carried 4-0-1, by the following vote:

AYES:Donovan, Zneimer, Primuth, Mayor CacciottiNOES:None.ABSENT:MahmudABSTAINED:None.

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#### ACTION/DISCUSSION

#### 19. INTRODUCTION AND FIRST READING OF AN ORDINANCE FOR THE CREATION OF A COMMUNITY SERVICES COMMISSION, AND CHANGE TO THE MEETING FREQUENCY OF THE PUBLIC ARTS COMMISSION MEETINGS

#### **ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 2.44 THROUGH 2.46 OF ARTICLE IVC "PARKS AND RECREATION" OF CHAPTER 2, SECTION 2.24 AND 2.30 OF ARTICLE IV "BOARDS AND COMMISSIONS". ARTICLE IVE "ANIMAL COMMISSION", SECTION 2.79-11 OF ARTICLE IVL "PUBLIC ARTS COMMISSION", AND ARTICLE IVF "SENIOR CITIZEN COMMISSION", OF THE SOUTH PASADENA MUNICIPAL CODE TO REFLECT CITY COUNCIL'S DIRECTION IN CONSOLIDATING CITY'S YOUTH, PARKS AND RECREATION, AND SENIOR COMMISSIONS COMMUNITY TO SERVICES COMMISSION AND REDUCING FREQUENCY OF THE PUBLIC ARTS COMMISSIONS.

#### Recommendation

It is recommended that the City Council approve the creation of a Community Services Commission, and approve a change to the frequency of meetings of the Public Arts Commission by adopting an ordinance amending Chapter 2 of the City Code.

Deputy City Manager Domenica Megerdichian presented the item.

#### **COUNCIL ACTION AND MOTION**

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth, and approved by roll call vote to approve Item No. 19, as presented in the additional document with the amendments suggested by Councilmember Mahmud to the Ordinance removing the requirement of the electorate. The motion carried 4-0-1, by the following vote:

AYES:Donovan, Zneimer, Primuth, Mayor CacciottiNOES:None.ABSENT:MahmudABSTAINED:None.

#### 20. APPROVE THE PROPOSED PROJECT LIST AND DIRECT STAFF TO SUBMIT THE LIST TO THE ARROYO VERDUGO COMMUNITIES JOINT POWER AUTHORITY (AVCJPA) FOR THE MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM (MSP) FUNDING PLAN

Recommendation

It is recommended that the City Council:

- 1. Direct staff to submit the following list of projects to the Arroyo Verdugo Communities Joint Power Authority (AVCJPA) for the Measure M Multiyear Subregional Program (MSP) Funding Plan:
  - I. Grevelia Street and Fair Oaks Avenue
  - II. Pedestrian Crossing Devices
  - III. Garfield Avenue and Monterey Road Traffic Signal and Garfield Avenue Signal & Bicycle Lane Improvements
  - IV. Columbia Street Striping and Signals
  - V. One of the following options:
    - a. Bicycle Lane Implementation and leaving a portion of the funding unprogrammed until the next cycle, or
    - b. Orange Grove Avenue Widening as recommended by the Mobility, Transportation, and Infrastructure Commission (MTIC); and
- 2. Direct the MTIC to prioritize selection of active transportation projects during the next programming cycle for \$537,150 of Measure M Multi-year Subregional Program (MSP) Funds, including but not limited to bicycle lane implementation.

Director of Public Works Ted Gerber presented on the item.

In-Person Comments:

Amber Chen spoke regarding bike lanes in the City of South Pasadena.

Georgia Parshans spoke regarding supporting bike lanes in the City of South Pasadena.

Andy L. spoke regarding his support for bike lanes.

Liam Divia spoke regarding his support of bike lanes in the City.

Alfredo Divia and Kyla Divia spoke regarding their support of bike lanes.

John Fisher spoke regarding the Mobility and Transportation Infrastructure Commission's perspective on the proposal before Council.

#### Zoom Comments:

William Hoymen spoke regarding Orange Grove and his opposition of the proposed widening of two lanes.

#### COUNCIL ACTION AND MOTION

This item was moved to be heard immediately following consent calendar. A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Donovan, and approved by roll call vote to approve Item No. 20, as presented with direction for staff to move forward with Recommendation 1 with options I. through IV and V- B, and Recommendation 2. The motion carried 3-1-1, by the following vote:

AYES:Donovan, Primuth, Mayor CacciottiNOES:ZneimerABSENT:MahmudABSTAINED:None.

#### PUBLIC COMMENT – CONTINUED

#### 21. CONTINUED PUBLIC COMMENT - GENERAL

Danny spoke regarding homelessness.

-This section has intentionally been left blank-

#### ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 11:27 P.M., in memory of Sherwood Lee, to the next City Council meeting scheduled on Wednesday, May 25, 2022. Council recessed back into Closed session to continue discussion.

Respectfully submitted:

Mark Perez Deputy City Clerk

APPROVED:

Jon Primuth Mayor

ATTEST:

Mark Perez Deputy City Clerk

Approved at City Council Meeting:

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## **ATTACHMENT 2**

May 18, 2022, Special Meeting Minutes

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#### CITY OF SOUTH PASADENA CITY COUNCIL – SPECIAL MEETING

#### <u>MINUTES</u> WEDNESDAY, MAY 18, 2022, AT 5:00 P.M.

#### CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, May 18, 2022, at 5:12 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

#### ROLL CALL:

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

Christina Muñoz, Deputy City Clerk, announced a quorum.

#### CITY STAFF PRESENT:

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

#### PLEDGE OF ALLEGIANCE

No pledge of allegiance.

#### DISCUSSION

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

Recommendation

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

#### **COUNCIL ACTION AND MOTION**

A motion was made by Councilmember Donovan, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Item No. 1, as presented. The motion carried 4-0-1, by the following vote:

AYES:	Donovan, Primuth, Zneimer, Mayor Cacciotti
NOES:	None.
ABSENT:	Mahmud
ABSTAINED:	None.

#### CLOSED SESSION

#### A. <u>CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION</u>

(Government Code Section 54956.9(d)(1)) City of South Pasadena v. California Department of Transportation (LASC Case No.21STCP01779)

Zoom Comment:

Roberto spoke regarding the Cal Trans litigation and the Cal Trans tenants.

Mark Gallatin spoke regarding the Cal Trans litigation and support of another attempt at settlement.

Tim Ivison spoke regarding their support for the 626 Prospect Cal Trans litigation.

Council recessed into closed session at 5:25 p.m.

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Respectfully submitted:

Mark Perez Deputy City Clerk

APPROVED:

Jon Primuth Mayor

ATTEST:

Mark Perez Deputy City Clerk

Approved at City Council Meeting:

### **ATTACHMENT 3**

June 15, 2022, Special Meeting Minutes



#### CITY OF SOUTH PASADENA CITY COUNCIL – SPECIAL MEETING

#### MINUTES WEDNESDAY, JUNE 15, 2022 AT 6:59 PM

#### CALL TO ORDER:

The Special Open Session Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, June 15, 2022, at 7:09 p.m. The City Council Chamber are located at 1424 Mission Street, South Pasadena, California.

#### ROLL CALL PRESENT

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

#### <u>ABSENT</u>

Christina Munoz, Deputy City Clerk, announced a quorum.

#### PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Primuth.

CITY Armine Chaparyan, City Manager; Aleks Giragosian, Assistant City
 STAFF Attorney; Christina Munoz, Deputy City Clerk were present at Roll Call.
 PRESENT: Other staff members presented reports or responded to questions as indicated in the minutes.

#### CONSENT CALENDAR

1. APPROVAL OF RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH PASADENA (CITY) AND THE FIREFIGHTERS ASSOCIATION, SUPERSEDING RESOLUTION NO. 7622

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS ASSOCIATION SUPERSEDING RESOLUTION NO. 7622

#### **Recommendation**

It is recommended that the City Council approve a resolution adopting a Memorandum of Understanding (MOU) between the City and the South Pasadena Firefighter's Association (FFA), superseding Resolution No. 7622.

In Person Public Comment

Alan Ehrlich spoke regarding the proposed agreements.

#### COUNCIL ACTION AND MOTION

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item 1, as presented. The motion carried 5-0, by the following vote:

AYES:Donovan, Mahmud, Primuth, Zneimer, Mayor CacciottiNOES:None.ABSENT:None.ABSTAINED:None.

Resolution No. 7776 was adopted.

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#### ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 7:19 PM, to the next City Council meeting scheduled on Wednesday, June 15, 2022.

Respectfully submitted:

Mark Perez Deputy City Clerk

APPROVED

Jon Primuth Mayor

Attest:

Mark Perez Deputy City Clerk

Approved at City Council Meeting: XX

### **ATTACHMENT 4**

April 19, 2023, Regular Meeting Minutes



#### CITY OF SOUTH PASADENA CITY COUNCIL - REGULAR MEETING

#### MINUTES WEDNESDAY, APRIL 19, 2023, AT 7:00 P.M.

#### CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Primuth on Wednesday, April 19, 2023, at 7:03 P.M. in the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, California.

#### ROLL CALL:

PRESENT	Mayor	Jon Primuth
	Mayor Pro Tem	Evelyn G. Zneimer
	Councilmember	Janet Braun
	Councilmember	Jack Donovan
	Councilmember	Michael A. Cacciotti

ABSENT None

Mark Perez, Deputy City Clerk, announced a quorum.

#### CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tiara Solorzano, Administrative Secretary; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

#### PLEDGE OF ALLEGIANCE

The Flag Salute was led by Community Member Dylan Rubin.

The City Council recessed to the Special Housing Authority Meeting at 7:05 P.M.

The City Council resumed the Regular City Council Meeting at 7:16 P.M.

#### CLOSED SESSION ANNOUNCEMENTS

1. <u>Closed Session Announcements</u> None.

#### PUBLIC COMMENT

#### 2. Public Comment – General – General (Non-Agenda Items)

Zoom Comments:

Alexander Keeno spoke regarding eviction notices that residents are receiving.

Yvonne LaRose spoke regarding the Denim Day Proclamation, and Take our Sons and Daughters to Work Day, and recent violence incidents.

Ella spoke regarding evictions.

Hellen Ramirez–Shaw spoke regarding price of natural gas.

<u>In-Person Comments:</u> Joseph Grijalva spoke 60 day vacate notice from landlord.

Brianna Fuentes – 60 day vacate notice from landlord. Ordinance 2351

Erica Rede spoke regarding no cause evictions.

Misa Chien spoke regarding hazardous chemicals in South Pasadena.

Nicolas Brenner spoke regarding gratitude for South Pasadena staff and officials for their attention to hazardous chemicals in City.

Matt Bennett spoke regarding no fault evictions. - 1313 Huntington dr (District 3)

Motion by Mayor Primuth, second by Councilmember Cacciotti, to direct staff to evaluate the "Substantial Renovation Just Cause" Ordinance and look into strengthening it with renters in mind.

#### PRESENTATION

#### 3. <u>PRESENTATION OF A CERTIFICATE OF APPRECIATION FOR MARY ANN</u> <u>PARADA FOR DEDICATED SERVICE TO THE CITY OF SOUTH PASADENA</u>

Dan Parada, Joanne Nuckols, and Former Mayor Knapp, spoke and accepted the certificate of appreciation for Mary Ann Parada for dedicated service to the City of South Pasadena from Mayor Jon Primuth.

#### 4. <u>PRESENTATION OF A PROCLAMATION DECLARING APRIL 24, 2023,</u> <u>"REMEMBRANCE OF THE ARMENIAN GENOCIDE DAY"</u>

Mayor Jon Primuth and Administrative Secretary Tiara Solorzano presented proclamation to the Armenia National Committee of America members.

#### 5. <u>PRESENTATION OF A PROCLAMATION DECLARING APRIL 26, 2023, AS</u> <u>"DENIM DAY"</u>

Mayor Jon Primuth and Krissia Retana, Prevention and Division Manager at Peace Over Violence, presented and accepted the Proclamation.

#### 6. <u>PRESENTATION OF A PROCLAMATION DECLARING APRIL 22, 2023, AS "EARTH</u> <u>DAY"</u>

Mayor Jon Primuth and Economic and Sustainable Manager Arpy Kasparian, presented and accepted the proclamation declaring April 22, 2023, as "Earth Day".

#### 7. <u>PRESENTATION OF A PROCLAMATION DECLARING APRIL 20, 2023 AS</u> <u>"LIBRARY VOLUNTEER RECOGNITION DAY"</u>

Mayor Jon Primuth and Library Director Cathy Billings, presented the proclamation declaring April 20, 2023, as "Library Volunteer Recognition Day". The Proclamation was accepted by the Library Board of Trustees.

#### CHANGES TO THE AGENDA

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

Item No. 23 is now in consent calendar based as stated in the additional documents.

Hearing no opposition, Mayor Primuth moved City Manager comments after the consent calendar and reordered the Action/Discussion Items to be heard in the following order:

- Item No. 25
- Item No. 21
- Item No. 24
- Item No. 22

#### 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.

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Consent Calendar Items 11-14, 16-18, 20, and 23 as presented. Mayor Pro Tem Zneimer requested to pull Item Nos. 9, 10, and 15 for separate discussion. Mayor Primuth requested to pull Item No. 19 for separate discussion. The motion carried 5-0, by the following vote:

AYES:Braun, Cacciotti, Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:None.

9. <u>APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$170,026.38;</u> <u>GENERAL CITY WARRANTS IN THE AMOUNT OF \$1,468,500.78; VOIDS IN THE</u> <u>AMOUNT OF (\$992.19); ONLINE PAYMENTS IN THE AMOUNT OF \$44,018.86;</u> <u>TRANSFERS IN THE AMOUNT OF \$83,135.75; PAYROLL IN THE AMOUNT OF</u> <u>\$1,757,175.67</u>

Recommendation

It is recommended that the City Council approve the Warrants as presented. **COUNCIL ACTION AND MOTION** 

Mayor Pro Tem Zneimer pulled this item for further discussion. A motion was made by Mayor Pro Tem Zneimer, seconded by Councilmember Cacciotti and approved by roll call vote Item No. 9, as presented. The motion carried 5-0, by the following vote:

AYES:Braun, Cacciotti Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:None.

#### 10. MONTHLY INVESTMENT REPORTS FOR JANUARY AND FEBRUARY 2023

**Recommendation** 

It is recommended that the City Council receive and file the Monthly Investment Reports for January and February 2023.

#### **COUNCIL ACTION AND MOTION**

Councilmember Braun and MPT Zneimer requested that the Finance Commission review the investment reports more frequently.

Mayor Pro Tem Zneimer pulled this item for further discussion. A motion was made by Mayor Pro Tem Zneimer, seconded by Councilmember Braun and approved by roll call vote Item No. 10, as presented. The motion carried 5-0, by the following vote:

AYES:Braun, Cacciotti Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:None.

#### 11. APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM MAYOR PRO TEM EVELYN ZNEIMER IN THE AMOUNT OF \$1,000 FOR ASIAN AMERICAN PACIFIC ISLANDER EVENT

#### **Recommendation**

It is recommended that the City Council:

- 1. Find that the requested allocation of Discretionary Funds to support the Asian American Pacific Islander (AAPI) Event is consistent with the findings required pursuant to the Guidelines for the Application of City Council Discretionary Budget Accounts adopted by Resolution No. 7174; and
- 2. Approve the requested allocation totaling \$1,000 by Mayor Pro Tem Zneimer to support the AAPI Event.

#### A motion was made to approve recommendation on the Consent Calendar

#### 12. <u>APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM</u> <u>COUNCILMEMBER JACK DONOVAN IN THE AMOUNT OF \$1,500 FOR SUMMER</u> <u>CONCERTS IN THE PARK</u>

#### **Recommendation**

It is recommended that the City Council:

- 1. Find that the requested allocation of Discretionary Funds to support the Summer Concerts in the Park is consistent with the findings required pursuant to the Guidelines for the Application of City Council Discretionary Budget Accounts adopted by Resolution No. 7174; and
- 2. Approve the requested allocation totaling \$1,500 by Councilmember Donovan to support the Summer Concerts in the Park.

#### A motion was made to approve recommendation on the Consent Calendar

#### 13. <u>AWARD OF CONTRACT TO PYRO-SPECTACULARS, INC. IN THE AMOUNT OF</u> \$30,590 FOR THE FOURTH OF JULY FIREWORKS DISPLAY

#### **Recommendation**

It is recommended that the City Council:

- 1. Award a contract to Pyro-Spectaculars, Inc. (Pyro-Spectaculars) in the amount of \$30,590 for the Fourth of July Fireworks display; and
- 2. Authorize the City Manager to execute an agreement.

#### A motion was made to approve recommendation on the Consent Calendar

#### 14. <u>AWARD OF CONTRACT TO REPUBLIC EVS IN THE AMOUNT OF \$282,608 FOR</u> <u>THE PURCHASE OF A 2024 FORD E-450 MEDIX RESCUE AMBULANCE</u>

**Recommendation** 

It is recommended that the City Council:

- 1. Award a contract to Republic EVS, at the proposed competitive procurement price utilizing Houston-Galveston Area Council (H-GAC) nationwide government procurement service for the purchase of a 2024 Ford E-450 Type 3 Medix Rescue Ambulance (RA); and
- 2. Authorize the City Manager to execute the attached Offer and Purchase Agreement.

#### A motion was made to approve recommendation on the Consent Calendar

#### 15. AUTHORIZE A FOURTH CONTRACT AMENDMENT FOR INTERIM LANDSCAPING SERVICES WITH LANDCARE THROUGH JUNE 30, 2023 FOR A MONTHLY MAXIMUM AMOUNT OF \$37,357.96

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim landscaping services through June 30, 2023, with LandCare, for a total monthly amount not to exceed \$37,357.96.

#### COUNCIL ACTION AND MOTION

Mayor Pro Tem Zneimer pulled this item for further discussion. A motion was made by Mayor Pro Tem Zneimer, seconded by Councilmember Cacciotti and approved by roll call vote Item No. 9, as presented. The motion carried 5-0, by the following vote:

AYES: Braun, Cacciotti Donovan, Zneimer, Mayor Primuth

NOES: None.

ABSENT: None.

ABSTAINED: None.

#### 16. <u>APPROVE AMENDMENT FOR SPECIAL COUNSEL FOR SB 381</u> <u>IMPLEMENTATION AND CALTRANS PROPERTIES DISPOSITION WITH AKIN</u> <u>GUMP STRAUSS HAUER & FELD, LLP, FOR A TOTAL NOT-TO-EXCEED</u> <u>AMOUNT OF \$40,000</u>

#### **Recommendation**

It is recommended that the City Council:

- 1. Approve an amendment to the agreement with Akin Gump Strauss Hauer & Feld, LLP (Akin) for a new total not-to-exceed amount of \$40,000; and
- 2. Direct the use and reallocation of Slater Reimbursement Reserve Funds for the work performed by Akin.

#### A motion was made to approve recommendation on the Consent Calendar

#### 17. ESTABLISH SENIOR COMMUNITY IMPROVEMENT COORDINATOR CLASSIFICATION AND SALARY RANGE

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING APPROVING NEW POSITION CLASSIFICATION OF SENIOR COMMUNITY IMPROVEMENT COORDINATOR

#### **Recommendation**

It is recommended that the City Council approve a resolution to establish the classification title and salary range for Senior Community Improvement Coordinator.

#### A motion was made to approve recommendation on the Consent Calendar

#### Resolution No. 7811 was adopted.

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

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING DELEGATES, REPRESENTATIVES, AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY OF SOUTH PASADENA, SUPERSEDING RESOLUTION NO. 7808

#### **Recommendation**

It is recommended that the City Council:

1. Approve the Mayor's list of City Council Liaison and Regional Group Appointments to various commissions, boards, and committees; and 2. Adopt a Resolution, superseding Resolution No. 7808, appointing delegates, representatives, and alternates as official representatives of the City of South Pasadena.

#### A motion was made to approve recommendation on the Consent Calendar

Resolution No. 7812 was adopted.

#### 19. <u>APPROVAL OF CITY COUNCIL MEETING MINUTES FOR APRIL 20, 2022, MAY</u> 04, 2022, AND MARCH 15, 2023

Recommendation

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

#### COUNCIL ACTION AND MOTION

Mayor Primuth pulled this item for further discussion. A motion was made by Mayor Pro Tem Zneimer, seconded by Councilmember Donovan and approved by roll call vote to approve the April 20, 2022, Meeting Minutes. The motion carried 4-0-1, by the following vote:

AYES:Cacciotti, Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:Braun

Mayor Primuth pulled this item for further discussion. A motion was made by Councilmember Donovan, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve the May 04, 2022, Special and Regular Meeting Minutes. The motion carried 4-0-1, by the following vote:

AYES:Cacciotti, Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:Braun

Mayor Primuth pulled this item for further discussion. A motion was made by Councilmember Braun, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve the March 15, 2023, Special and Regular Meeting Minutes. The motion carried 5-0, by the following vote:

AYES:	Braun, Cacciotti Donovan, Zneimer, Mayor Primuth
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

#### 20. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ROTH STAFFING COMPANIES, L.P. FOR TEMPORARY STAFFING SERVICES IN A NEW NOT-TO-EXCEED AMOUNT OF \$45,000

#### **Recommendation**

It is recommended that the City Council authorize the City Manager, or designee, to execute all documents necessary to amend the Professional Services Agreement with Roth Staffing Companies, L.P. for temporary staffing services, to increase the contract amount by \$15,000.

#### A motion was made to approve recommendation on the Consent Calendar

#### 23. APPROVE FUND ALLOCATION AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT TO COMPLETE THE ENVIRONMENTAL REVIEW DOCUMENTS FOR THE 2021-2029 HOUSING ELEMENT AND GENERAL PLAN/ DOWNTOWN SPECIFIC PLAN FOR A TOTAL NOT TO EXCEED AMOUNT OF \$291,974

#### Recommendation

It is recommended that the City Council:

- 1. Allocate and appropriate \$62,715 from General Fund Fund balance reserves, Account 101-0000-0000-3200-000 to fund the Community Development Department Professional Services appropriations in Account Number 101-7010-7011-8170-000; and
- 2. Authorize the City Manager to execute the Fourth Amendment to the Psomas Professional Services Agreement (PSA) for the Program Environmental Impact Report for the 2021-2029 Housing Element and General Plan/Downtown Specific Plan to include additional analysis and finalize related documents in the amount of \$62,715 for a total not-to-exceed amount of \$291,974.

#### A motion was made to approve recommendation on the Consent Calendar

#### ACTION/DISCUSSION

#### 21. <u>REVIEW AND DISCUSS THE CITY OF SOUTH PASADENA SPECIAL EVENT AND</u> <u>CO-SPONSORSHIP PROGRAM</u>

#### **Recommendation**

It is recommended that the City Council:

- 1. Review the Special Event and Co-Sponsorship Program (Program);
- 2. Provide direction on staffing costs for Co-Sponsored events; and
- 3. Provide direction regarding business license requirements for vendors and subvendors of all events.

Sheila Pautsch made presentation on item.

Councilmember Cacciotti requested to know when an organization pays for business license as well as staffing costs.

Mayor Pro Tem Zneimer spoke regarding health and food permits from food vendors.

Councilmember Braun is in support to charging all 501c3 organizations, and all vendors and organizations should be required to have business licenses and be fully insured. Councilmember Braun also pointed out gray areas with organizations such as South Pasadena Tournament of Roses (SPTOR) and the Chamber of Commerce.

Mayor Primuth spoke regarding co-sponsoring events and it being a collaborative effort with organizations and vendors.

Mayor Pro Tem Zneimer spoke on weekend classes at the park and weddings in the park and how hiring a Park Attendant is needed to take care of those needs.

Councilmember Cacciotti spoke on the Eclectic Event and is requesting an updated BIT with detailed accounting information on fees collected during events. In addition, Councilmember Cacciotti also requested the City look at charging organizations for staffing costs and facilities by implementing a uniformed policy to utilize the City's open spaces and facilities on the next budget cycle and begin notifying the organizations in January 2024.

Mayor Pro Tem Zneimer and Councilmember Braun agreed with Councilmember Cacciotti.

Mayor Primuth inquired on loss of revenue.

The City Council confirmed the City is requiring all 501c organizations be treated equally and vendors are required to have a business license and insurance.

#### 22. ESTABLISH CREDIT CARD PROCESSING FEES FOR COMMUNITY SERVICES DEPARTMENT FOR CIVICPLUS REGISTRATION SOFTWARE

#### **Recommendation**

It is recommended that the City Council:

- 1. Establish the service fee model in which the customer pays the 3% Credit Card Processing Fee (CCPF) to Forte; and
- 2. Eliminate the current 0.25% CCPF for the Community Services Department (Department).

#### COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote Item No. 22, as presented. The motion carried 5-0, by the following vote:

AYES:Braun, Cacciotti Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:None.

#### PUBLIC HEARING

#### 24. <u>PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE COMMUNITY</u> <u>DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2023/2024</u> <u>IN THE AMOUNT OF \$130,658, WITH \$19,599 FOR THE SENIOR NUTRITION</u> <u>PROGRAM AND \$111,059 FOR SIDEWALK REPLACEMENTS AND AMERICAN</u> <u>WITH DISABILITIES (ADA) ACT RAMP UPGRADES</u>

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE ALLOCATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE SENIOR NUTRITION PROGRAM AND SIDEWALK REPLACEMENTS AND AMERICAN WITH DISABILITIES ACT (ADA) RAMP UPGRADES FOR FISCAL YEARS 2023/2024

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a resolution to approve an allocation of the Community Development Block Grant (CDBG) funds for the Fiscal Year 2023/2024, in the total amount of \$130,658 with \$19,599 for the Senior Nutrition Program (Program) and \$111,059 for Sidewalk Replacements and ADA ramp upgrades.

#### **COUNCIL ACTION AND MOTION**

Mayor Primuth opened the Public Hearing.

With no requests to speak, the Public Hearing was closed at 10:08 P.M.

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote Item No. 24, as presented. The motion carried 5-0, by the following vote:

AYES:Braun, Cacciotti Donovan, Zneimer, Mayor PrimuthNOES:None.ABSENT:None.ABSTAINED:None.

Resolution No. 7813 was adopted.

#### INFORMATIONAL REPORTS

#### 25. <u>RECEIVE AND FILE THE COMMUNITY SERVICES DEPARTMENT</u> ORGANIZATIONAL AND OPERATIONAL ASSESSMENT

Recommendation

It is recommended that the City Council receive and file a report and presentation on the Community Services Department (Department) Organizational and Operational Assessment (Assessment).

Hearing no opposition, the report and presentation were received and filed.

#### PUBLIC COMMENT – CONTINUED

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

None.

#### COMMUNICATIONS

#### 27. COUNCILMEMBER COMMUNICATIONS

Councilmember Donovan spoke regarding Congresswoman Judy Chu presentation of a check to the San Gabriel Valley CARE program and spoke on the program.

Mayor Pro Tem Zneimer had no comments.

Councilmember Braun had no comments.

Councilmember Cacciotti spoke regarding events and meetings he recently attended such as: Eggstravaganza, Nature Park Clean-up, Electric Leaf Blower Demonstration, Electric leaf blower discussion with Code Enforcement, San Gabriel Valley COG meeting, an event in Monterrey Park for Mike Fong, and also spoke about the electric leaf blower exchange program.

Mayor Primuth had no comments.

#### 28. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan recognized Nathalie Wilcox on her CPRS District 13 installation as President.

City Manager Chaparyan spoke on the budget survey and 135<sup>th</sup> birthday celebration for the City of South Pasadena.

#### ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 11:40 P.M., to the Special City Council meeting scheduled on Wednesday, April 26, 2023.

Respectfully submitted:

Mark Perez Deputy City Clerk

APPROVED:

Jon Primuth Mayor

ATTEST:

Mark Perez Deputy City Clerk

Approved at City Council Meeting: May 3, 2023

### **ATTACHMENT 5**

April 19, 2023, Special Housing Authority Meeting Minutes



#### CITY OF SOUTH PASADENA CITY COUNCIL HOUSING AUTHORITY – BOARD OF DIRECTORS

#### MINUTES WEDNESDAY, APRIL 19, 2023, AT 7:01 P.M.

#### CALL TO ORDER:

The Special Meeting of the South Pasadena Housing Authority Board of Directors was called to order by Chair Primuth on Wednesday, April 19, 2023, at 7:05 P.M. in the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, California.

#### ROLL CALL:

PRESENTMayor/ChairJon PrimuthMayor Pro Tem/Vice ChairEvelyn G. ZneimerCouncilmember/Authority MemberJanet BraunCouncilmember/Authority MemberMichael A. CacciottiCouncilmember/Authority MemberJack Donovan

#### ABSENT None.

Mark Perez, Deputy City Clerk, announced a quorum.

#### CITY STAFF PRESENT:

Arminé Chaparyan, City Manager/Executive Director; Andrew Jared, City Attorney; Tiara Solorzano, Administrative Secretary; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

#### PUBLIC COMMENT

#### 1. Public Comment

None.

#### CONSENT CALENDAR

#### 2. <u>APPROVE AND AUTHORIZE EXECUTION OF LEASE AGREEMENT FOR 308</u> <u>SAN PASCUAL AVENUE</u>

#### **Recommendation**

It is recommended that the City Council, serving as the Board of Directors of the South Pasadena Housing Authority:

- 1. Approve the South Pasadena Housing Authority Public Housing 2023 Lease Agreement for the low to moderate income rental property at 308 San Pascual Avenue; and
- 2. Authorize and direct the City Manager, serving as the Executive Director of the South Pasadena Housing Authority, to enter into a lease agreement for the South Pasadena Housing Authority owned property at 308 San Pascual Avenue.

Authority Member Cacciotti requested additions be made to policy regarding maintenance fees and inspections.

Authority Member Cacciotti pulled Item No. 2 for separate discussion. A motion was made by Authority Member Cacciotti, seconded by Authority Member Braun, and approved by roll call vote to approve Item No. 2 as presented. The motion carried 5-0, by the following vote:

AYES: NOES:	Braun, Cacciotti, Donovan, Zneimer, Chair Primuth None.
ABSENT:	None.
ABSTAINED:	None.

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#### ADJOURNMENT

There being no further matters, Chair Primuth adjourned the meeting of the Housing Authority Board of Directors at 7:16 P.M.

Respectfully submitted:

Mark Perez Deputy City Clerk

APPROVED:

Jon Primuth Mayor/Chair

ATTEST:

Mark Perez Deputy City Clerk

Approved at City Council Meeting:



### City Council Agenda Report

DATE:May 3, 2023FROM:Arminé Chaparyan, City Manager &PREPARED BY:Ted Gerber, Director of Public WorksSUBJECT:Adoption of a Resolution Initiating the Proceedings and<br/>Ordering of the Preparation of the Engineer's Report for Fiscal<br/>District

#### Recommendation

It is recommended that the City Council:

- 1. Adopt the attached Resolution initiating the proceedings for the Fiscal Year (FY) 2023-2024 Lighting and Landscaping Maintenance District (LLMD); and
- 2. Authorize the preparation of the Engineer's Report for the annual levy and collection of assessments.

#### Executive Summary

The LLMD assessment provides annual funds for the maintenance and operation of traffic signals, streetlights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes assessments to cover these costs. This adoption of a Resolution is the first of three to initiate the Engineer's Report. Subsequent Resolutions in May/June 2023 will declare the City's intention to provide for an annual levy and collection of assessments, and then confirm the collection of that levy and collection of assessments through a public hearing.

#### Background

The first step in the LLMD process requires City Council authorization to prepare an Engineer's Report, which contains the engineering study and details of the assessments and methodologies which are needed to submit the assessments to the County Assessor's Office. The maintenance costs are distributed equitably, assessing properties in accordance with special benefits received. Revenues generated by the proposed assessment district will substantially cover the maintenance cost within the LLMD service area, which coincides with the City of South Pasadena (City) boundaries. The City Council has previously approved the methodology for the assessments, and staff will continue with the same methodology this year.

LLMD Engineer's Report Preparation Resolution Adoption for FY 2023-2024 May 3, 2023 Page 2 of 3

#### Analysis

The Resolution (Attachment 1) calls for the preparation of an Engineer's Report showing the total maintenance costs, the parcels to be assessed, the assessment methodology, and the specific assessment for each affected parcel in the LLMD. For more than two decades, the Engineer's Report has been prepared adhering to the procedures established in the 1972 Landscaping and Lighting Act. As in previous years, the City must follow the same procedures, such as preparing an Engineer's Report and conducting a Public Hearing to proceed with levying the assessments.

As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City Council has supported the staff's recommendation to rely on an exemption of Prop 218 (passed in 1997), which allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled.

In January 2017, a ballot to increase assessments was performed. However, the weighted vote of the "No" ballots was 60.9%, therefore, the ballot measure failed as the simple majority requirement was not met. As a result, assessment rates the stayed the same as those previously in effect. In FY 2023-2024, there will be no change or increase in assessments under the currently proposed LLMD, however, staff expect to initiate a discussion with the City Council on reintroducing a ballot measure in FY 2023-2024 to increase LLMD revenue and reduce the impact of costs on the General Fund.

#### **Next Steps**

The Engineer's Report and Resolution of Intention will be presented for consideration at the May 17 or June 7, 2023, City Council Meeting. A Public Hearing will be conducted on June 21, 2023, to adopt a Resolution confirming the annual levy and collection of assessments for the LLMD for FY 2023-2024. In August 2023, Harris & Associates will submit the proposed assessments to the Los Angeles County (County) Assessor's Office (see Attachment 2 schedule).

#### **Fiscal Impact**

The LLMD establishes the funding mechanism to provide approximately \$900,000 in revenues to exclusively cover the maintenance costs within the LLMD boundaries. In FY 2022-23, the LLMD estimated cost was \$1,603,282, and the General Fund subsidized the difference. For FY 2023-24, the LLMD update will evaluate the cost as part of the Engineering Report. The revenue is collected through the County Assessor's Office as part of the property tax rolls. The consulting services of Harris & Associates are being utilized to prepare the Engineer's Report reflecting individual parcel assessments, including recordation with the County. Sufficient budget has been appropriated from the LLMD Fund into Account Number 215-6010-6201-8170-000 pay for the consultant fee of \$8,900.

LLMD Engineer's Report Preparation Resolution Adoption for FY 2023-2024 May 3, 2023 Page 3 of 3

#### Key Performance Indicators and Strategic Plan

This item is related to the annual assessment process for lighting and landscaping maintenance revenue, and is not associated with a Key Performance Indicator.

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

This item was not reviewed by a City Commission.

#### **Public Notification**

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

#### Attachments

- 1. Draft Resolution initiating the proceedings for the Fiscal Year (FY) 2023-24 Lighting and Landscaping Maintenance District (LLMD)
- 2. Lighting and Landscaping Maintenance District (LLMD) FY 2023-2024 Assessment Levy Schedule

### **ATTACHMENT 1**

Draft Resolution initiating the proceedings for the Fiscal Year (FY) 2023-24 Lighting and Landscaping Maintenance District (LLMD)

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#### RESOLUTION NO.

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2023-24 LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN LIGHTING AND LANDSCAPE MAINTENANCE IN AN EXISTING DISTRICT AND ORDERING THE PREPARATION OF A REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

**WHEREAS**, the City Council of the City of South Pasadena, California, has previously formed a street lighting and landscaping maintenance district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," Division 15, part 2 Streets and Highways Code of the State of California, in what is known and designated as City of South Pasadena Lighting and Landscaping Maintenance District (District); and

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for the next ensuing Fiscal Year (FY) 2023-24, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

**WHEREAS,** the provisions of said Streets and Highways Code of the State of California Division 15, Part 2, Chapter 3 requires a written report (commencing with Section 22620).

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

**SECTION 1**. That the above recitals are all true and correct.

**SECTION 2**. That the public interest and convenience requires, and it is the intention of the City Council, to initiate proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved in prior annual levy's by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof.

**SECTION 3.** Staff is hereby authorized and ordered to have prepared and file with the City Council an engineers report relating to the FY 2023-24 levy of

annual assessment for said District in accordance with the provisions of Streets and Highways Code of the State of California Division 15, Part 2, Chapter 3 (commencing with Section 22620).

**SECTION 4**. That this resolution shall take effect immediately upon its adoption.

**SECTION 5**. For any and all information relating to the proceedings, project procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated.

H. Ted Gerber, Public Works Director City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

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

**PASSED, APPROVED AND ADOPTED ON** this 3<sup>rd</sup> day of May, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

Andrew L. Jared, City Attorney

### **ATTACHMENT 2**

Lighting and Landscaping Maintenance District (LLMD) FY 2023-2024 Assessment Levy Schedule

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### City of South Pasadena Street Lighting and Landscaping Maintenance District FY2023/24 Assessment Levy Schedule as of April 4, 2023

APRIL 2023							
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**JUNE 2023** 

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#### APRIL 4, 2023

City staff to provide Harris with annual budget information

#### APRIL 14, 2023

Harris to begin updating parcel database and preparing Engineer's Report

#### BY APRIL 26, 2023

Harris to review City Council Meeting #2 Staff Report and Resolution and provide comments for Council Agenda, Harris to provide draft Engineer's Report for Council Agenda

#### MAY 3,2023

City Council Meeting #1 (Resolution of Initiation) City Council Chambers, 1424 Mission Street

#### MAY 8, 2023

Harris to provide Engineer's Report to City

#### MAY 17, 2023

City Council Meeting #2 (Resolution of Intention) City Council Chambers, 1424 Mission Street

#### BY MAY 31, 2023

Harris to review City Council Meeting #3 Staff Report and Resolution and provide comments for Council Agenda

#### JUNE 9, 2023

Last day for City to Publish Notice of Public Hearing

#### JUNE 21, 2023

City Council Meeting #3 (Public Hearing) City Council Chambers, 1424 Mission Street

#### MONTH OF JULY

Harris updates District database parcel changes and prepares levy files. Harris works with City Staff to gather required levy submittal documentation

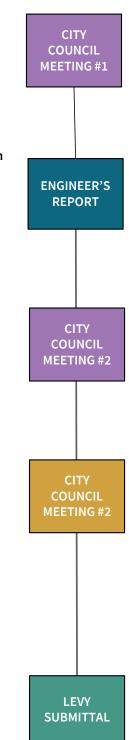
#### AUGUST 8, 2023

Harris submit levy to County Auditor-Controller for collection. Harris then researches levy rejects, if any, and provides resubmittal information to the County. Upon acceptance of final levy by County, Harris provides levy confirmation to City D - B

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City Council Agenda Report

DATE: May 3, 2023

- FROM: Arminé Chaparyan, City Manager
- PREPARED BY: H. Ted Gerber
- SUBJECT: Award of Two Contracts to Rexel Energy Solutions, ChargePoint Partner, in the Amounts of \$183,344 and \$60,617, for the Purchase of Electric Vehicle Supply Equipment (EVSE) and Related Services for the respective Civic Center Vehicle Electrification Project and Arroyo Park Electric Vehicle (EV) Charger Installation, and Approval of a Charging Infrastructure and Rebate Participation Agreement with Southern California Edison (SCE).

#### Recommendation

It is recommended that the City Council:

- Award a contract to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price utilizing Sourcewell nationwide government procurement service for the purchase of Civic Center / City Hall Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically nineteen (19) ChargePoint CT4011/4021-GW1 Level 2 electric vehicle chargers and supporting services;
- Award a contract to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price utilizing Sourcewell nationwide government procurement service for the purchase of Arroyo Park Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically six (6) ChargePoint CT4021-GW1 dual port Level 2 electric vehicle chargers and supporting services;
- Authorize the City Manager to enter into a Charging Infrastructure and Rebate Participation Agreement With Southern California Edison (SCE) to participate in the SCE Charge Ready Program, which facilitates installation of Level 2 electric vehicle chargers at the Arroyo Park parking lot, and a 10-year commitment by the City to provide and maintain the chargers;
- Appropriate an additional \$10,617 in General Funds to Arroyo Park Electric Vehicle Installation Capital Improvement Program (CIP) Account No. 101-9000-9189-9189-000; and
- 5. Authorize the City Manager to execute the attached quotation and purchase order.

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 2 of 10

#### **Executive Summary**

At the September 21, 2022 City Council Meeting, the City Council provided direction to enter into a Charging Infrastructure and Rebate Participation Agreement with Southern California Edison's (SCE) Charge Ready Program, which facilitates installation of thirty-four (34) Level 2 electric vehicle charger ports (19 chargers) at City Hall parking lots (police department, fire department, and employee/public parking lots) to support Public Safety fleet electrification, and a 10-year commitment by the City to provide and maintain the chargers.

Level 2 chargers offer 'opportunity charging' for vehicles that are parked in a location for several hours, and can fully charge an electric vehicle overnight. Staff worked with Southern California Edison and an electrification consultant to evaluate numerous EVSE options to fit the needs of the Civic Center / City Hall vehicle electrification project, including the SCE Charge Ready Program, Public Safety fleet electrification, and the provision of charging equipment available to City staff and the general public.

The City also has an opportunity to install twelve (12) Level 2 electric vehicle charger ports (6 chargers) through the SCE Charge Ready Program in the Arroyo Park parking lot south of Burke, Clarich, and Nelson Baseball Fields.

If the Council decides to move forward with this opportunity, the SCE Charge Ready program requires the City to enter into a 10-year agreement, where the City procures, installs, and maintains the chargers, while SCE funds and installs the electrical infrastructure (transformers, service wiring/conduits, panels and wiring, and meters) and Americans with Disabilities Act (ADA) improvements to support the chargers. The infrastructure would be owned and maintained by SCE, and the City would grant SCE an easement through the parking lot areas. The easement will be brought back to Council at a later date.

In order to meet SCE's minimum cost-benefit of electrical support infrastructure, twelve (12) is the minimum number of charger ports required for this installation. The chargers must be



Location of proposed Level 2 chargers, in the Arroyo Park parking lot, south of Burke, Clarich, and Nelson Baseball Fields

powered from SCE's electrical system (not solar or battery) and must be selected from SCE's approved product list. The SCE agreement (Attachment 4) includes certain indemnification, liability, early termination costs, demand response, data

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 3 of 10

collection/reporting, and network service provider requirements. The accepted conceptual installation plan for Arroyo Park is included as Attachment 6.

The total purchase price for the EVSE and related services for the Civic Center / City Hall is \$183,344, including estimated tax and shipping, but not including applicable SCE ChargeReady rebates in the amount of \$24,650 intended to offset the maintenance, networking, and warranty costs associated with owning and operating Level 2 charging equipment, that will applied after installation. The total purchase price for the Arroyo Park EVSE and related services is \$60,617, including estimated tax and shipping, but not including applicable SCE ChargeReady rebates in the amount of \$8,700.

For the Civic Center / City Hall project, the proposed EVSE includes:

- Fifteen (15) ChargePoint CT4021-GW1 electric vehicle dual output chargers
- Four (4) ChargePoint CT4011-GW1 electric vehicle single output chargers
- Nineteen (19) bollard concrete mounting kits.

For Arroyo Park, the proposed EVSE includes:

- Six (6) ChargePoint CT4021-GW1 electric vehicle dual output chargers
- Six (6) bollard concrete mounting kits.

All EVSE are bollard mounted with installed gateways, 208/240 Volt at 30 Amperes with 18-foot cords per port.

The related services include an initial one-year Commercial Cloud management plan, initial one-year Assure warranty and technical support plan, and activation, configuration, and validation charges. The quotations and purchase orders are included as Attachments 1 and 2.

#### Background

The Climate Action Plan identifies electric vehicle conversion initiatives as 'high cost' goals due to the significant infrastructure investments required. Therefore, in 2021, City staff began pursuing project and funding opportunities to implement electrification infrastructure at various locations in the City. In this effort, City staff worked with Southern California Edison (SCE) to identify assistance programs to implement electrical infrastructure at relatively low cost and substantial benefit to the City.

The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and \$436 million in funding, comprised of approximately \$417.5 million for charging infrastructure, \$14.5 million for marketing, education, and outreach, and \$4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. The Charge Ready program supports both local air-quality requirements and California greenhouse gas (GHG) reduction goals, including a 40% reduction of GHG emissions from 1990 levels by 2030 and an 80% reduction by 2050.

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 4 of 10

The program provides financial and technical assistance to expand the charging infrastructure available for electric vehicles, where SCE non-residential customers apply for EV charger installation assistance for specific sites with SCE accounts. SCE is generally responsible for designing and installing the supporting infrastructure (transformers, service wiring/conduits, and meters), and participants are generally responsible for the selection, purchase, and installation of the charging equipment.

- For both the Civic Center / City Hall and Arroyo Park installations, the City has selected a 'Make-Ready SCE-Built' program option where SCE, at their cost, installs the customer-side equipment including charger electrical panels, conduits, and wires, in lieu of the City procuring its own contractor to install equipment.
- At present, the program does not support the installation of DC Fast Charging (DCFC) or Level 3 chargers, and only Level 1 or Level 2 chargers are being considered.
- The Civic Center / City Hall project location includes:
  - The Police, Fire, and staff/public parking lots on the north side of the building located at 1414 Mission Street
  - The Police Department lot to the west
  - The City staff lot to the east, and
  - The Fire Department lot between the east and west parking lots.

The accepted conceptual installation plan for all three lots is included as Attachment 5.

- The Police lot will contain seven (7) dual port and two (2) single port charger devices (16 ports altogether)
- The Fire lot will contain two (2) dual port charging devices (4 ports altogether)
- The City staff / public parking lot will contain six (6) dual port and two (2) single port charger devices (14 ports altogether), for a total of nineteen (19) devices and thirty-four (34) ports.

Per the Civic Center / City Hall executed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement, the City is responsible for installing the chargers and charger pedestals or wall mounts. SCE has begun the preliminary design phase of the project, which requires an EVSE proof of purchase from the City. Upon approving this item to purchase equipment and related services, the City will provide the executed purchase order to SCE, who will continue to incorporate the proposed EVSE models into the preliminary design. Several steps follow, including granting easement at the site for SCE equipment, construction permitting, detailed site design, and construction / installation.

In addition, City staff will work with electrification consultants to develop an electric vehicle (EV) revenue policy for Council review and adoption. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE.

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 5 of 10

#### Analysis

<u>SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement</u> The City submitted applications for six (6) sites to be considered for Level 2 chargers under the SCE Charge Ready Program:

- City Hall Police, Fire, and staff/public parking lots
- Library/Senior Center street parking
- Parking lot at Arroyo North Park
- Parking within the Maintenance Yard at 825 Mission
- Parking within the Compressed Natural Gas (CNG) Refueling Station and Yard at Stoney Drive / Lohman Lane for Dial-A-Ride buses and City utility vehicles
- Mission / Meridian Garage

SCE evaluated each site for compliance with its program criteria, including proximity to transformers, adequate space for installation, public utilization, American Disabilities Act (ADA) access requirements, overall project complexity, cost thresholds, and other goals established by the CPUC.

- The Library/Senior Center, Maintenance Yard, and CNG Station project applications were declined by SCE, as they were not viable candidates for cost-effective installations.
- The Mission / Meridian Garage is still under consideration.
- The City Hall parking lots and Arroyo Park public parking site were selected as viable candidates.
- The Arroyo Park parking lot was selected with an initially proposed count of six (6) Level 2 charger ports (three dual port chargers), however, this was later updated to twelve (12) Level 2 charger ports, in order to meet SCE's minimum cost-benefit of electrical support infrastructure.

The Arroyo Park parking lot will require ADA improvements that will be included in the design and construction performed by SCE, and as a result, the fourteen (14) existing parking spots in the center of the lot will be reduced to twelve (12) in order to convert two (2) of the parking spots to ADA van accessible parking. Twelve (12) electric vehicle charger ports would be installed in the lot, available for paid-access public use, where twelve is the minimum number required in order for this site to qualify for Charge Ready program acceptance.

SCE has prepared an Arroyo Park participation agreement for the City to review (Attachment 4). If approved, the City must procure the necessary chargers and provide proof of procurement to SCE. SCE will then develop the preliminary design and site plans for the project, which the City must accept – then permitting, design, and construction may began. To participate, the City must grant SCE an easement and install the charging equipment. The easement will be brought back to Council at a later date. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE. From agreement execution, the process is expected to take about 12 months.

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 6 of 10

The most significant cost benefit available to the City is the funding and installation of the necessary transformers, electrical panels, meters, and service wiring/conduits for Level 2 charging infrastructure by Southern California Edison, if the City agrees to operate and maintain the system for ten (10) years, with monthly monitoring. The value of this SCE-funded design and construction work is estimated around \$100,000.

		City Costs		stimated SCE Contribution
City Budgeted CIP	\$	50,000		
GF Additional Request	\$	10,617	\$ 100,000	
Subtotal (Contract Value)	\$	60,617	Ş	100,000
SCE Provided Rebate	\$	(8,700)		
Total	\$	51,917	\$	100,000
Total		Estimated Cos	st of	f \$151,917

#### Arroyo Park EV Charger Installation Costs

The City is responsible for installing the chargers and charger pedestals. This initial investment is priced at approximately \$60,617, of which \$50,000 has been appropriated from the General Fund by the City Council in the adoption of the annual Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) budget. Each charger port would require network services for monitoring purposes which is included in this cost. SCE offers a rebate program for these chargers at \$725 per charger port, which would reduce the total cost by \$8,700 for the initial purchase and installation.

#### Charger Selection

In accordance with the executed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement, the City must select qualifying charging equipment from SCE's Charge Ready Light Duty Program Approved Product List (APL). The APL includes equipment that meets SCE's technical requirements to operate within the specifications of SCE installed equipment and the Charge Ready Program monitoring protocols. The APL includes over 170 EVSE models, and therefore, in partnership with SCE staff's technical advisement and the City's electrification consultant, the City established evaluation criteria to select the appropriate equipment. As a note, Tesla equipment is not an available option on SCE's Charge Ready Program.

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 7 of 10

In addition to the APL listing, the SCE Charge Ready Program requires manufacturer and model consistency across the installation, meaning the system must include the same equipment in all the Police, Fire, and City/Public lot locations.



ChargePoint CT4021-GW1 dual port EV charger shown with conceptual City branding and video marketing screen

• The devices must be equipped with a gateway modem for interconnectivity, for which an integrated gateway device is preferred, and meet the electrical specifications identified in the accepted conceptual installation plans (Attachments 5 & 6).

• As the City may plan to capture payment from users, the proposed devices offer payment solutions and California Type Evaluation Program (CTEP) Compliance with the California Department of Food & Agriculture, Division of Measurement Standards, which regulates the measurement of provided electricity through Electric Vehicle Fueling Systems (EVFS).

• The evaluation also considered other factors associated with the installation, including the use and functionality in the planned locations, such as ruggedness, cable management, energy management, and operating temperature, as well as factors affecting operation and maintenance, such as the manufacturer's established performance and customer support.

The primary factor in the selection of the Arroyo Park charging devices was maintaining consistency of equipment manufacturer and support services across City EV charger installations. The proposed ChargePoint CT4011-GW1 single port and CT4021-GW1 dual port EVSE meet the required criteria for the projects. An added benefit of the proposed devices is the ability to customize the device with City specific branding on the top of the bollard pedestal, and upload City video content, such as information on upcoming events, to the digital video screen (see image on the left).

Staff also considered the availability of vehicle-to-grid capability and the associated ISO 15118 compliance in the selection of EVSE. ISO 15118 enables bidirectional energy transfer in order to realize vehicle-to-grid applications by feeding energy from the EV back to the grid when needed. However, there is not EVSE available on the APL that meet the aforementioned criteria as well as ISO 15118 compliance, therefore this was not considered as a requirement in the selection. It is also expected that vehicle-to-grid operation will not be a critical utility of Public Safety operations.

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 8 of 10

#### City's Procurement Process

In accordance with the City's Purchasing Policy, procurement of the EVSE and related services is in the 'Goods and/or General Services' purchase category. In this category, at a value of over \$30,000, sealed bidding is required and City Council is the awarding authority. Along with other cities and agencies across the country, the City utilizes a cooperative purchasing organization for public sector procurement, Sourcewell. Cooperative purchasing provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. Sourcewell facilitates the procurement of goods and services in an open, fair, transparent, and economically competitive environment.

In 2021, Sourcewell conducted request for proposal solicitation for Electric Vehicle Supply Equipment and Related Services, in which one hundred (100) EVSE providing parties expressed interest in the solicitation, and forty-nine (49) submitted proposals. Of the forty-nine (49) proposers evaluated, ChargePoint ranked first in the Sourcewell evaluation criteria, including pricing and warranty, and is one of the eleven (11) EVSE providers with which Sourcewell awarded contracts, and the only manufacturer selected by Sourcewell and meeting the EVSE selection criteria for the project.

ChargePoint sells its manufactured equipment and services through participating vendors, like Rexel Energy Solutions, utilizing the Sourcewell contracted pricing (Sourcewell & ChargePoint Contract #042221-CPI). In accordance with the Purchasing Policy for Goods and/or General Services, staff is recommending that the City Council approve an award to Rexel Energy Solutions, ChargePoint partner, in the amounts of \$183,344 for the Civic Center / City Hall project, and \$60,617 for the Arroyo Park installation, respectively, which provides up to 21% savings from manufacturer's suggested retail pricing (MSRP) for this equipment and services.

#### Fiscal Impact

A budget of \$350,000 has been appropriated from the General Fund by the City Council in the annual FY 2022-2023 Capital Improvement Program (CIP) budget into CIP Account No. 101-9000-9188-9188-000 to facilitate Civic Center / City Hall electric vehicle charger installation efforts. Sufficient funds are available in this CIP account to pay for the \$183,344 procurement of the EVSE and related services. In addition, in accordance with the executed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement, the City will receive a \$24,650 rebate after installation of the EVSE (\$725 per charging port for 34 ports). The rebate is intended to offset the maintenance, networking, and warranty costs associated with owning and operating Level 2 charging equipment.

A budget of \$50,000 has been appropriated from the General Fund by the City Council in the annual FY 2022-2023 Capital Improvement Program (CIP) budget into CIP Account No. 101-9000-9189-9189-000 to facilitate Arroyo Park electric vehicle charger installation efforts. An additional appropriation of \$10,617 in General Funds is needed to pay for the \$60,617 procurement of the EVSE and related services. In addition, in accordance with the executed SCE Charge Ready Charging Infrastructure and Rebate Participation

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 9 of 10

Agreement, the City will receive an \$8,700 rebate after installation of the EVSE (\$725 per charging port for 12 ports).

It should be noted related to project funding, that on February 3, 2023, the South Coast Air Quality Management District's (SCAQMD) Governing Board approved a contract award to the City of South Pasadena, in the amount of \$499,789 under the Mobile Source Air Pollution Reductions Review Committee's (MSRC) Transformative Transportation Strategies & Mobility Solutions Program to implement the Police Department's zeroemission patrol fleet, and supporting infrastructure project. A technical inaccuracy was discovered in the staff report after the AQMD Governing Board February 3 meeting, and as a result of finding that discrepancy, the item must be returned to both the MSRC and AQMD bodies for recommendation and approval, respectively. Both the MSRC Technical Advisory Committee and the MSRC Committee have since approved recommendation of this item, and the item is expected to receive final AQMD Governing Board approval in May 2023. A small portion of this funding is planned for the installation of the EVSE bollards, where the majority is planned for a Level 3 DCFC EVSE installation and the lease of Police patrol vehicles.

#### Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priorities "4a" Implementing the Climate Action Plan, and "4i" Pursuing the electrification of the City's fleet. The City's Climate Action Plan includes a municipal-sector goal (CAP M.2) to electrify the municipal fleet and mobile equipment and install electric vehicle charging stations at City facilities, as well as a transportation-sector goal (CAP T.1) to increase zero-emission vehicle and equipment to 13% by 2030 and 25% by 2045.

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

On December 6 and December 13, 2021, the Natural Resources and Environmental Commission and the Public Safety Commission, respectively, reviewed Police and Public Works Departments' proposals to electrify the Police fleet and install the associated charging infrastructure, including participation in the SCE Charge Ready Program. Each Commission made a recommendation to the City Council that the Police Department transition their entire vehicle fleet to electric vehicles, where the recommendation was made in concert with the Commissions' consideration of the electric vehicle charging infrastructure necessary to support this transition through the Southern California Edison (SCE) Charge Ready program.

#### **Environmental Analysis**

Installation of electric vehicle chargers where vehicles are already parked, and in the case of Public Safety vehicles, already fueled, does not expand current use. The purchase of these electric vehicle chargers are exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

SCE Charge Ready Agreement and Awards to Rexel Energy Solutions / ChargePoint May 3, 2023 Page 10 of 10

#### **Public Notification**

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

#### Attachments

- 1. Civic Center / City Hall ChargePoint / Rexel Energy Solutions Quotation and Purchase Order
- 2. Arroyo Park ChargePoint / Rexel Energy Solutions Quotation and Purchase Order
- 3. Civic Center / City Hall Executed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement
- 4. Arroyo Park Proposed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement
- 5. Civic Center / City Hall Accepted Charge Ready Charging Infrastructure Conceptual Plan
- 6. Arroyo Park Accepted Charge Ready Charging Infrastructure Conceptual Plan
- 7. Update on Electrification and Police Department Fleet

### **ATTACHMENT 1**

Civic Center / City Hall ChargePoint / Rexel Energy Solutions Quotation and Purchase Order

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REXEL ENERGY SOLUTIONS -chargepoint.

SPCH9774654 Quote# Date: 4/24/2023 6/31/2023 Expires:

Civic Center / City Hall Project

Bill To Address:

South Pasadena City Hall

#### Ship To Address: South Pasadena City Hall

Shipping Address To Be Determined

#### Attention: Ted Gerber, Director of Public Works

QTY	Item #	Description	MSRP Buy Price		EXT MSRP	Ext Buy Price	
4	CT4011-GW1	Single Output, Gateway, Bollard Unit - 208/240V @30A with 18 foot Cord Management	\$ 6,384.00	\$ 5,043.36	\$ 25,536.00	\$ 20,173.44	
15	CT4021-GW1	Dual Output, Gateway, Bollard Unit - 208/240V @30A with 18 foot Cord Management	\$ 9,190.00	\$ 7,260.10	\$ 137,850.00	\$ 108,901.50	
19	CT4001-CCM	Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	\$ 125.00	\$ 98.75	\$ 2,375.00	\$ 1,876.25	
34	CPCLD-COMMERCIAL-1	1yr Prepaid Commercial Cloud Plan	\$ 345.00	\$ 310.50	\$ 11,730.00	\$ 10,557.00	
19	CT4000-ASSURE1	l yr Prepaid Assure Plan - Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 775.00	\$ 697.50	\$ 14,725.00	\$ 13,252.50	
19	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349.00	\$ 331.55	\$ 6,631.00	\$ 6,299.45	
5	CPSUPPORT-SITEVALID	ornsite valiadation for a costomer not asing an own rainter- or self-validating Channel Partner to perform the construction and statiation installation: used to validate the installation has been performed per ChargePoint published requirements. The on-site validation consists of checking electrical capacity, transformers, panels, breakers, wiring, cellular coverage, and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations that are installed within 150 feet of each other. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPSUPPORT-SITEVALID is priced for up to 5 stations that exist within the same 150 feet group of stations.	\$ 630.00	\$ 598.50	\$ 3,150.00	\$ 2,992.50	
	Note: This price is in	compliance with Sourcewell Contract #042221-CPI	TOTAL		\$ 201,997.00	\$ 164,052.64	
			Estimated Shipping		\$ 2,300.00	\$ 2,300.00	
			Estimated Tax (10.25%)		\$ 16,991.00	\$ 16,991.00	
			Total Equipment Cost(E	xluding Tax)	\$ 221,288.00	\$ 183,343.64	

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the below terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Name (Print) :

Title :

Date:

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact Email :

Requested Ship Date:

All sales are pursuant to our terms and conditions https://www.rexelusainc.com/terms/Rexel%20USA%20Inc.%20Terms%20Conditions%20of%20Sale%20[Rev.%2004-06-2020].pdf Applicable taxes and freight extra - All Products are subject to manufacturers return conditions.

All product returns subject to Manufacturers Terms & Conditions

THE US GOVERNMENT HAS IMPLEMENTED AN ADDITIONAL AD VALOREM DUTY OF UP TO TWENTY FIVE PERCENT (25%) ON CERTAIN PRODUCTS. REXEL USA IS WORKING WITH MANUFACTURERS AND SUPPLIERS TO UNDERSTAND THE IMPACT OF THIS DEGISION, INCLUDING THE SPECIFIC PRODUCTS S USER ADDITIONAL DUTIES AND RESULTING PRICE INCREASES ON THE PRODUCTS T SELLS. ACCORDINGLY, ALL ITEMS COVERED BY THIS QUOTATION ARE SUBJECT TO PRICE INCREASES THIME OF SHIPMENT, INCLUDING ANY RESULTING FORM ANY ADDITIONAL AD VICENS ADDITIONAL DUTIES AND RESULTING FORM ANY ADDITIONAL AD VICENS ADDITIONAL DUTIES ADDITALING FORM ANY ADDITIONAL AD VICENS ADDITIONAL ADDITI





- 1. <u>COMPLETE CONTRACT</u>: This document and the purchase order or other sales document ("Order") to which these terms and conditions ("Terms & Conditions") are attached contains the complete and exclusive statement of the agreement between Buyer and Seller relating to this Order. It supersedes all previous oral or written requests, quotations, agreements or communications. If Seller accepts this Order or provides any items, materials, products, deliverables ("Materials") or services ("Services") (Materials and Services shall collectively be referred to as "Goods") listed in the Order, Seller is deemed to have agreed to these Terms & Conditions. Acknowledgement of this Order, including without limitation, by beginning performance or delivery of the Goods, shall be deemed acceptance of this Order and agreement to these Terms & Conditions. Buyer objects to any additional or different terms on any documents provided by Seller, including but not limited to any quotation or acknowledgment of this Order changing or modifying these Terms & Conditions, and any such changes are not binding unless specifically accepted by Buyer in writing signed by an authorized representative of Buyer. This Order or these Terms & Conditions may not be varied, supplemented or amended by any document, conduct, prior representation, course of dealing or usage of trade, unless made in writing and signed by an authorized representative of Seller and Buyer.
- 2. PRICE: Buyer shall pay Seller the price shown on this Order. The price is firm and not subject to escalation without Buyer's written consent. No extra charges of any kind (e.g. tariffs, charges for boxing, fuel surcharges or cartage) will be allowed. If there are any issues regarding additional costs, Buyer must be notified in writing of such additional costs prior to shipment and Buyer must issue a written change order to Seller. If Buyer's shipping instructions are not followed, Buyer will deduct any excess costs from Seller. The purchase price for the Goods excludes all state or local sales or use taxes that may apply to the purchase or use of the Goods. Any applicable sales and use taxes related to the Goods transferred and/or labor performed pursuant to this Order shall be the responsibility of Buyer. Seller shall collect such taxes from Buyer, unless Buyer claims an exemption from such taxes. Buyer shall issue Seller, upon request, an exemption certificate, if applicable. Seller certifies that all Goods transferred to Buyer where Buyer claimed an exemption were purchased tax free from Seller's suppliers. In no event shall Buyer be responsible for any federal, state or local income taxes incurred by Seller or any of its employees.
- 3. <u>PAYMENT</u>: Unless agreed to otherwise in writing by Buyer, Buyer agrees to pay any valid invoice 2% 30, average 60 days from receipt via check at U.S. banks, electronic funds transfer at foreign banks, or upon other terms approved by Buyer in writing. Seller agrees that any claim for payment by Seller which were not invoiced or not raised with Buyer within one hundred eighty (180) days from (i) the date that Goods were delivered, or (ii) the date that the event giving rise to the claim payment occurred, shall be waived and Seller shall have no further liability to Supplier for such additional payments under the Order.
- 4. <u>HOLD FOR RELEASE</u>: If this is a "hold for release" Order and/or "for drawings only," then Buyer shall not incur any liability to Seller for the Goods unless and/or until Buyer instructs Seller in writing to proceed with product production and/or further performance.
- 5. <u>CHANGES</u>: Buyer, at any time, shall have the right to make changes to the Order including without limitation changes to the quantities, specifications, method of shipment, packing, and place of delivery or delivery schedule. Seller shall notify Buyer upon receipt of such change if any change affects price or delivery so that parties can negotiate an equitable adjustment. All changes must be acknowledged in writing and signed by an authorized representative of Buyer. If Seller considers that the conduct of any of Buyer's employees has constituted a change hereunder, Seller shall notify Buyer's authorized representative immediately in writing as to the nature of the change and its effect on Seller's performance including delivery schedule and the amount to be paid to Seller. Pending written direction from the Buyer, or after negotiation of any adjustments, Seller shall take no action to implement such change. Buyer shall have no liability hereunder for cost of obsolescence, scrap, rework of materials and parts which Seller has released for manufacture in advance of Seller's normal manufacturing process without Buyer's prior written consent. Seller shall make no changes to Buyer's Specifications without Buyer's prior approval.
- 6. DELIVERY AND PERFORMANCE: Time is of the essence. Seller shall provide Goods and perform Services according to Buyer's schedule. If Buyer requests that the Order be shipped "collect," Seller shall use the transportation carrier designated by Buyer. If Seller is unable to make delivery in accordance with Buyer's specified schedule, Seller shall immediately notify Buyer and provide a revised date. If Seller does not comply with Buyer's delivery schedule or fails to make progress as to endanger performance, Buyer may, at its option, either approve a revised delivery schedule or terminate this Order without liability to Buyer, in addition to pursuing any other rights. Buyer may, at its sole election, return, at Seller's expense, Goods delivered to Buyer early or accept delivery of such Goods with payment terms to begin on the day that the Order was scheduled for delivery.
- 7. QUALITY ASSURANCE; COUNTERFEIT GOODS: In the event that a quality defect or non-conformance attributable to the Seller is detected, Seller shall be responsible for all costs including, but not limited to, replacement, rework, and/or material cost; laboratory testing, sorting, or inspection fees; and any transportation costs (including premium air freight) necessary to meet Buyer's required date on the Order. End customer liquidated damages associated with the defect or non-conformance shall be shared to the extent each party is responsible. Seller warrants that all Goods delivered are new and authentic, and otherwise free of recycled scrap, suspect, or counterfeit material. Seller further warrants that labels and/or trademarks or logos, certifications, affirmations, information, or any other documentation provided to Buyer is authentic. Seller shall save, defend, indemnify and hold Buyer harmless against any and all losses and damages and Buyer reserves the right to withhold payment for any deliveries of non-conforming, suspect, or counterfeit Goods or related information or documentation, as defined above.

8. WARRANTIES: Seller warrants that all Goods provided pursuant to this Order, whether provided by Seller or a direct or indirect supplier of Seller, will be: (a) free of any claims or security interests of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Order or an act or omission of Buyer); (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) fit for the particular purpose for which they are intended; and (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer. Seller further warrants that all Services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Seller's industry. Seller's warranties shall extend to the Buyer and/or the Buyer's customer for a period of at least twelve (12) months from the date of shipment to the ultimate end user, or twelve (12) months after completion of Services. ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM,

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OR RESTRICT ANY SUCH WARRANTIES OR ANY REMEDIES OF BUYER, BY ACKNOWLEDGMENT OR OTHERWISE, IN ACCEPTING OR PERFORMING THIS ORDER, SHALL BE NULL, VOID, AND INEFFECTIVE WITHOUT BUYER'S WRITTEN CONSENT. SELLER'S WARRANTIES SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS, CUSTOMERS AT ANY TIER, ULTIMATE USERS, AND JOINT USERS.

- 9. <u>INDEMNIFICATION</u>: Seller agrees to hold harmless, defend and indemnify Buyer, at Seller's expense, against all claims made against Buyer, arising out of or relating to Seller's Goods, Seller's performance under this Order, or Seller's negligent or wrongful acts or omissions including but not limited to claims based on (a) breach by Seller of any of the provisions of this Order, (b) late performance by Seller (except excusable delays), (c) defective Goods or performance, (d) failure of Goods to conform to specifications, the National Electrical Code (if applicable) or local, state or federal government laws, rules or regulations, (e) infringement of any patent, trademark or copyright, (f) damage to property, (g) personal injury including death by any party including Buyer's employees or Seller's employees. Seller shall be liable for all costs incurred by Buyer, including legal fees, relating to the enforcement of any provision of this Order.
- 10. <u>WORK ON PREMISES</u>: Seller shall ensure that its personnel comply with Buyer's or Buyer's customers environmental and safety requirements for any work or Services performed on Buyer's or Buyer's customer premises. Seller shall defend, hold harmless and indemnify Buyer and Buyer's customer from any claim, including claims by Buyer's employees which may result in any way from any act or omission by Seller or Seller's representatives while performing work or Services on Buyer's or Buyer's customers' premises, except to the extent that such claim is due solely and directly to the gross negligence of Buyer or Buyer's customer.
- 11. <u>ASSIGNMENT</u>: Any assignment of the Order by Seller shall be void without the prior written consent of Buyer, which will not be unreasonably withheld.
- 12. <u>SET-OFF</u>: Buyer may at all times set off any amount that Seller, or any affiliate of Seller, owes to Buyer against any amount that Buyer, or any Buyer affiliate, owes to Seller.
- 13. <u>TERMINATION</u>: Buyer may terminate any part of the Order for its convenience at any time. If this occurs, Buyer shall negotiate reasonable termination charges with Seller. Buyer may also terminate the Order with no further liability to Buyer, in addition to pursuing other remedies, if (1) Seller fails to perform any provision of this Order or fails to make progress which places Buyer's performance at risk, and Seller does not cure such failure within ten (10) days (or such lesser time as provided herein) after Buyer provides Seller with written notice, (2) Seller ceases to conduct operations in the normal course of business, (3) any proceeding under any bankruptcy or insolvency laws is brought by or against Seller, (4) a receiver is appointed or applied for by Seller, or (5) an assignment for the benefit of creditors is made by Seller.
- 14. INSURANCE: Seller shall maintain during the term of this Order, at its own expense, the following insurance in amounts reasonably acceptable to Buyer (including as set forth in a separate written agreement between the parties), but in no event less than the amounts set forth herein: (i) Workers' Compensation insurance as required by law, employer's liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, general liability insurance of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, automobile insurance with combined single limits of \$1,000,000, and umbrella coverage of at least \$5,000,000 per occurrence, \$5,000,000 aggregate. Seller agrees to provide Buyer with one month's written notice of any change in, or cancellation of, the insurance. Upon request, Seller shall provide Buyer with a certificate of insurance evidencing that the required minimum coverage is in effect and that Buyer, its directors, officers, employees, agents and representatives are named as additional insureds, provide a waiver of subrogation clause in favor of the additional insureds (except with regard to Seller's Worker's Compensation insurance and employer's liability coverage), and provide that all coverage provided by the Seller shall be primary. Such insurance shall also cover the actions of a subcontractor that Seller may utilize under this Order. If the Seller is a manufacturer of Goods (or aviation segment Goods), then Seller agrees to maintain product liability insurance (or aviation product liability insurance), in accordance with the requirements above, with insurers and minimum amounts reasonably acceptable to Buyer covering its interests as a Buyer of Seller's Goods; it being understood that the maintenance of such product liability insurance coverage shall not be a satisfaction of Seller's liability hereunder or in any way modify Seller's indemnification obligations.
- 15. <u>GOVERNMENTAL COMPLIANCE</u>: Seller shall comply with all laws and regulations applicable to Seller and the Order where the Materials are manufactured or delivered or Services are performed, shall comply with all laws concerning fair competition, improper

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or illegal payments and gifts or gratuities and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining business in connection with this Order. Seller covenants and agrees that it shall take steps to embrace and comply with the core values of the UN Global Compact's Ten Principles in the areas of human rights, labor standards, the environment and anti-corruption, which core values are reflected in Rexel USA, Inc. Ethics Guidance for Suppliers, Contractors and Vendors https://www.rexelusainc.com/supplierinfo/ In the event Buyer determines that Seller has breached any of the foregoing undertakings, Buyer shall have the right to immediately terminate this Order without further compensation to Seller. Seller further covenants and agrees as follows:

- 15.1. Fair Labor Standards Act. Seller represents that the Goods were produced in compliance with the Fair Labor Standards Act of 1938, as amended.
- 15.2. Use of Workers/Subcontractors. Unless exempt, Seller shall comply with the Equal Opportunity Clause in 41 CFR 60-1.4; the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era in 41 CFR 60-250-4; the Affirmative Action Clause regarding Handicapped Workers in 41 CRR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60; and any other applicable Executive Orders.
- 15.3. Environmental Safety. Seller represents and warrants that each chemical substance listed or contained in an item listed in the Order is on the list of chemical substances published by the Administrator of the Environmental Protection Administration under the Toxic Substances Control Act as amended. Seller also warrants that the Goods comply with the Federal Hazardous Substances Act as amended.
- 15.4. Labor Force. Seller certifies that no Goods supplied under this Order have been produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age laws in the country of manufacture. In the event Buyer determines that Seller's certification is untrue, Buyer shall have the right to immediately terminate this Order without further compensation to Seller.
- 15.5. Material Safety Data Sheets ("MSDS"). Seller shall provide MSDS sheets, as required by law with each shipment or on Seller's website.
- 15.6. Prohibition on Products Containing Any Conflict Mineral from Democratic Republic of the Congo or an Adjoining Country. Reference is made to Section 1502 (the "CM Provision") of the Dodd-Frank Wall Street Regulation and Consumer Protection Act and regulations (the "Regulations") implementing the CM Provision issued by the Securities and Exchange Commission addressing disclosures relating to any conflict mineral from the Democratic Republic of the Congo or any adjoining country. Seller represents, covenants, agrees and certifies for the benefit of Buyer and its customers that (a) the Goods sold to Buyer pursuant to this Order do not contain any conflict mineral from the Democratic Republic of the Congo or any adjoining country or, if any Goods covered by this Order do contain a conflict mineral, such Goods are DRC conflict free, (b) Seller shall be solely responsible and liable for assessing, ensuring and monitoring its supply chain and Seller's suppliers' and sub- suppliers' compliance with the preceding clause (a), and (c) Seller shall execute such written documentation, including certifications, as Buyer or its customers may reasonably request to confirm and certify the foregoing. Seller shall further defend, indemnify and hold harmless Buyer and its customers from any breach of Seller's obligations under this Section or arising from any inaccurate or untruthful written documentation provided to Buyer or its customers. The terms "conflict mineral," "adjoining country," and "DRC conflict free" as used in this section shall have the meaning assigned such terms in the Regulations. This Section of the Order cannot be waived or modified except pursuant to a written instrument that expressly waives or modifies this Section and which is executed by a corporate officer of Buyer.
- 15.7. California Proposition 65 Compliance. Seller acknowledges and agrees that the Goods may be sold in the state of California notwithstanding the fact that they may be manufactured or delivered outside of the State of California. Accordingly, Seller certifies that all Goods shall be delivered in strict compliance with the requirements of the California Safe Drinking Water and Toxic Enforcement Act of 1986, as amended from time to time and commonly referred to as Proposition 65.
- 16. <u>ENVIRONMENT, HEALTH, and SAFETY COMPLIANCE</u>: Seller shall comply with all regulatory requirements as applicable to the Order when the Materials are delivered or Services are performed, including without limitation:
  - 16.1. Material Suitability Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer is suitable for use and/or transport in any jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur and is listed on or in: (i) the list of chemical substances compiled and published by the Administrator of the U.S. Environmental Protection Agency pursuant to the U.S. Toxic Substances Control Act ("TSCA") (15 U.S.C. § 2601), otherwise known as the TSCA Inventory, or exempted from such list under 40 CFR 720.30 38; (ii) the Federal Hazardous Substances Act (P.L. 92 516) as amended; (iii) the European Inventory of Existing Commercial Chemical Substances ("EINECS") as amended; (iv) the European List of Notified Chemical Substances ("ELINCS") and lawful standards and regulations thereunder; or (v) any equivalent or similar lists in any other jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur.
  - 16.2. Material Registration and Other Documentation. Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer: (i) is properly documented and/or registered as required in the jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that

shipment will likely occur, including but not limited to pre-registration and registration if required, under Regulation (EC) No. 1907/2006 ("REACH"); (ii) is not restricted under Annex XVII of REACH; and (iii) if subject to authorization under REACH, is authorized for Buyer's use. In each case, Seller will timely provide Buyer with supporting documentation, including without limitation, (A) pre-registration numbers for each substance; (B) the exact weight by weight percentage of any REACH Candidate List (defined below) substance constituting or contained in the Goods; (C) all relevant information that Buyer needs to meet its obligations under REACH to communicate safe use to its customers; and (D) the documentation of the authorization for Buyer's use of an Annex XIV substance. Seller shall notify Buyer if it decides not to register substances that are subject to registration under REACH and constitute or contain Goods supplied to Buyer at least twelve (12) months before their registration deadline. Seller will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "Candidate List") and immediately notify Buyer if any of the Goods supplied to Buyer contain a substance officially proposed for listing on the Candidate List. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Goods or fulfill its own obligations under REACH.

16.3. Restricted Materials. Seller Covenants that none of the Goods sold or transferred to Buyer contains any: (i) of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); (ii) chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (iii) chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (iii) chemical or hazardous material otherwise restricted pursuant to EU Directive 2011/65/EU (1 July 2011) (the "Recast ROHS Directive"); (iv) designated ozone depleting chemicals as restricted under 40CFR Part 82, 'Protection of Stratospheric Ozone,' or the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon 1211, 1301, and 2402, and chlorofluorocarbons ("CFCs") 11 13, 111 115, 211 217); (v) substance listed on the REACH Candidate List, subject to authorization and listed on Annex XIV of REACH, or restricted under Directive 76/769/EEC and when it shall be repealed, Annex XVII of REACH; or (vi) other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise

has knowledge that shipment will likely occur, unless with regard to all of the foregoing, Buyer expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Goods sold or transferred to Buyer. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Seller will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or Goods supplied under this Order and any other relevant information or data regarding the properties including without limitation test data and hazard information.

- 16.4. Take back of Electrical and Electronic Components, Including Batteries or Accumulators. Seller Covenants that, except as specifically listed on the face of this Order or in an applicable addendum, none of the Goods supplied under this Order are electrical or electronic equipment or batteries or accumulators as defined by laws, codes or regulations of a jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to EU Directive 2012/19/EU (24 July 2012) (the "Recast WEEE Directive"), as amended and EU Directive 2006/66/EC (26 September 2006) (the "Batteries Directive") and/or any other legislation providing for the taking back of such electrical or electronic equipment or batteries or accumulators (collectively, "Take Back Legislation"). For any Goods specifically listed on the face of this Order or in such addendum as electrical or electronic equipment or batteries or accumulators that are covered by any Take Back Legislation and purchased by Buyer hereunder, Seller agrees to: (i) assume responsibility for taking back such Goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the applicable Take Back Legislation; (ii) take back as of the date of this Order any used Goods currently owned by Buyer of the same class of such Goods purchased by Buyer hereunder up to the number of new units being purchased by Buyer or to arrange with a third party to do so in accordance with all applicable requirements: and (iii) appropriately mark and/or label the Goods as required by any applicable Take Back Legislation. Seller will not charge Buyer any additional amounts, and no additional payments will be due from Buyer for Seller's agreement to undertake these responsibilities.
- 16.5. CE Marking. Seller Covenants that all Goods conform with applicable Conformité Européenne ("CE") directives for Goods intended for use in the EU, including those regarding electrical/electronic devices, machinery and pressure vessels/equipment. Seller will affix the CE mark on Goods as required. Seller will provide all documentation required by the applicable CE directives, including, but not limited to, Declarations of Conformity, Declarations of Incorporation, technical files and any documentation regarding interpretations of limitations or exclusions.
- 16.6. Nanoscale Material. With respect to any Goods sold or otherwise transferred to Buyer hereunder, Seller shall notify Buyer in writing of the presence of any engineered nanoscale material (defined for these purposes as any substance with at least one dimension of such substance known to be less than one hundred (100) nanometers in length). With respect to all such nanoscale material(s), Seller shall provide a description of its regulatory status and any safety data or other notifications that are appropriate in the EU, U.S. and any other jurisdictions to which Buyer informs Seller the Goods will be shipped or to which the Seller otherwise has knowledge that shipment will likely occur.
- 17. <u>CONFIDENTIAL INFORMATION</u>: Seller shall keep confidential any technical, process, proprietary or economic information derived from drawings, 3D or other models, specifications and any other data and/or information furnished by Buyer in connection with this Order (the "Confidential Information") and shall not divulge, disseminate, communicate or publish, directly or indirectly, the

Confidential Information for the benefit of any other party without Buyer's prior written consent. Confidential Information shall also include any notes, summaries, reports, analyses or other material derived by Seller in whole or in part from the Confidential Information in whatever form maintained (collectively, "Notes"). Except as required for the efficient performance of this Order, Seller shall not use or permit copies to be made of the Confidential Information without Buyer's prior written consent. If any such reproduction is made with prior written consent, notice referring to the foregoing requirements shall be provided thereon. The restrictions in this Section regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Seller if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Seller; (ii) was available on a non-confidential basis prior to its disclosure to Seller; (iii) is or becomes available to Seller on a non-confidential basis from a source other than Buyer when such source is not, to the best of Seller's knowledge, subject to a confidentiality obligation with Buyer, or (iv) was independently developed by Seller, without reference to the Confidential Information, and Seller can verify the development of such information by written documentation. Upon completion or termination of this Order, Seller shall promptly return to Buyer all Confidential Information, including any copies thereof, and shall destroy (with such destruction certified in writing by Seller) all Notes and any copies thereof. Any knowledge or information, which Seller shall have disclosed or may hereafter disclose to Buyer, and which in any way relates to the Materials or Services purchased under this Order (except to the extent deemed to be Buyer's Property), shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary, and shall be acquired by Buyer free from any restrictions (other than a claim for infringement), as part of the consideration for this Order and, notwithstanding any copyright or other notice thereon, Buyer shall have the right to use, copy, modify and disclose the same as it sees fit. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without Buyer's prior written consent

- 18. <u>WAIVER:</u> A waiver or renunciation can discharge no claim or right arising out of a breach of this Order in whole or in part, unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed a waiver of a party's right thereafter to enforce each and every such provision.
- 19. <u>SUPPLIER SECURITY</u>: Seller shall have and comply with a company security and crisis management policy. Upon Buyer's request, Seller shall provide Buyer a copy thereof and certification (in a form acceptable to Buyer) of Seller's compliance with this Article. Seller shall revise and maintain the policy proactively, and as may be requested by Buyer, in anticipation of security and crisis risks relevant to the Seller's business. Seller's policy, at a minimum, shall identify, and require the taking, by Seller's management and employees, of the measures necessary to do the following:
  - (a) provide for the physical security of the people working on Seller's premises and others working for or on behalf of Seller;
  - (b) provide for the physical security of Seller's facilities and physical assets related to the performance of work, including, in particular, the protection of Seller's mission critical equipment and assets;
  - (c) protect from the loss of, misappropriation of, corruption of, and/or other damage to software related to the performance of work;
  - (d) protect from the loss of, misappropriation of, corruption of, and/or other damage to Buyer's and Seller's drawings, technical data, and other proprietary information related to the performance of work;
  - (e) provide for the prompt recovery -- including through preparation, adoption, and maintenance of a disaster recovery plan -- of facilities, physical assets, software, drawings, technical data, other intellectual property, and the Seller's business operations in the event of a security breach, incident, crisis or other disruption of Seller's ability to use the necessary facilities, physical assets, software, drawings, technical data, or other intellectual property or to continue operations;
  - (f) for any deliveries of Goods originating outside of the United States for delivery to the United States, review by Seller of the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") for Air Carriers, Rail Carriers, Sea Carriers and Highway Carriers comply with the security procedures outlined by the United States Customs Service at <u>http://www.customs.gov/xp/cgov/import/commercial\_enforcement/ctpat/</u>, as modified from time to time;
  - (g) identify an individual contact (name, title, location and email/telephone/fax numbers) responsible for Seller's facility, personnel, and shipment security measures.

Buyer reserves the right to inspect Seller's policy and to conduct on-site audits of Seller's facility and practices to determine whether Seller's policy and Seller's implementation of the policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Seller's policy and/or policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Seller notice of such determination. Upon receiving such notice, Seller shall have forty-five (45) days thereafter to make the policy changes and take the implementation actions reasonably requested by Buyer. Seller's failure to take such actions shall give Buyer the right to terminate this Order immediately without further compensation to Seller. Seller agrees that it will make reasonable efforts to become a member of C-TPAT in a timely manner, if it is eligible to do so. At Buyer's request, Seller shall inform Buyer of Seller's C-TPAT membership status and its anticipated schedule for participation in C-TPAT. When Seller does not exercise control of manufacturing or transportation of Goods destined for delivery to Buyer or its customers in the United States, Seller agrees to communicate C-TPAT security recommendations to its suppliers and transportation providers and to condition its relationship to those entities on their implementation of such recommendations, unless Seller is using such supplier and transportation provider at Buyer's request.

- 20. <u>BUYER'S PROPERTY:</u> All tangible and intangible property, including but not limited to tools, tool drawings, materials, sample parts, processes, procedures, process parameters, drawings, computer software, documents, information or data of every description furnished to Seller by Buyer, or by Buyer's affiliates, subsidiaries or contractors, or paid for in whole or in part by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer, and, unless otherwise agreed to in writing by Buyer shall be used by Seller solely to render Services or provide Materials to Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Buyer or Buyer's designee, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's Orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be insured by Seller for replacement cost with loss payable to Buyer. Such property shall be subject to prompt removal or return at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's facilities to verify compliance with this Article.
- 21. <u>BUYER PARTIES</u>: For the purposes of these Terms & Conditions Buyer shall mean the Buyer party set forth on the request for quotation, quotation or other sales agreement to which these Terms & Conditions are attached which may include but is not limited to Rexel USA, Inc. or any of its subsidiaries, affiliates, business units or divisions including but not limited to (i) Rexel Automation, (ii) Rexel Construction and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Rexel Energy Solutions, (vi) Capitol Light, (vii) Parts Super Center, and (viii) Brohl & Appell.
- 22. <u>SURVIVAL OF PROVISIONS</u>: In order that the parties hereto may fully exercise their rights and perform their obligations under this Order, any provisions of this Order that are required to ensure such exercise or performance shall survive the termination of this Order.
- 23. <u>LAW AND JURISDICTION</u>: This agreement will be governed by, and construed and enforced in accordance with, the internal laws of the state of Texas, USA without regard to the conflict of laws principals thereof. The parties agree to exclude this agreement from the application of the United Nations convention on contracts for the international sale of Goods.

ADDITIONAL TERMS AND CONDITIONS FOR SERVICES TO THE EXTENT THAT SELLER IS PROVIDING ANY SERVICES THE ADDITIONAL TERMS AND CONDITIONS IN SECTIONS 24 THROUGH 29 SHALL APPLY

- \*\*\*\*\*\*
- 24. <u>STATEMENT OF WORK.</u> Seller shall perform, at its sole expense, the Services described in any Statement[s] of Work ("SOW[s") which are referenced in the body of the Order and which is incorporated by reference into the Order. Buyer shall pay Seller the Fees set forth in the applicable SOW in accordance with the agreed to payment terms. Buyer anticipates that the milestones set forth in SOW will be completed within the periods specified. Seller shall deliver to Buyer the specified deliverables on or before the specified dates. Seller will notify Buyer immediately in the event that at any time it appears to Seller that completion of any milestone will be delayed. Seller shall, at Seller's expense, obtain and maintain all permits, licenses and government approvals needed to perform its obligations under the Order. Seller shall determine the specific time and manner in which the Services are performed pursuant to the Order, and the resources that are used to perform such Services. Buyer shall have no authority to direct the day-to-day activities of Seller or any of Seller's employees, agents, or independent contractors (together with Seller, the "Staff").
- 25. EXPERIENCE, QUALIFICATIONS AND BACKGROUND CHECK. (a) Prior to assigning any Staff to perform Services for Buyer, Seller shall require that such Staff present to Seller a federal- or state-issued form of identification. Seller will verify all employment information and educational background information and all other pertinent information provided by the Seller's Staff. In addition, prior to assigning any Staff to perform Services for Buyer, seller shall perform a complete criminal background check. Buyer at its sole expense and discretion, may require a drug test or driving record; (b) Seller represents that any Staff assigned to perform Services for Buyer has never been convicted of or agreed to enter into a pretrial diversion or similar program in connection with a prosecution for any criminal offense involving dishonesty, breach of trust, money laundering or violence; (c) Seller guarantees that any Staff assigned to perform Services for Buyer is a citizen of the United States, is a legal resident of the United States, or is otherwise legally authorized to work in the United States according to U.S. Citizenship and Immigration Services regulations; (d) Seller understands and agrees that failure to comply with the above subsections constitutes a breach of the Order that could result in immediate termination of the Order. Seller further agrees to indemnify Buyer for any losses, claims, fines or other costs incurred by Buyer as a result of Seller's failure to comply with the above sub-sections; (e) Seller warrants that the information provided to Buyer regarding any of Seller's staff will be true, correct and complete to the best of Seller's knowledge, and such staff will meet or exceed the gualifications, skill level and experience requested by Buyer; and (f) Buyer may, in its sole discretion, conduct a background check, drug screen, and identity verification on those of Seller's Staff who are who will perform work for Buyer. Upon such election Seller shall require such designated Staff to present two (2) recognized forms of identification to Buyer for each Staff, provide a copy of each Staff Member's resume, curriculum vitae or other documentation of Seller's education, work history and other

qualifications to perform the Services, and submit to each Staff an authorization and release permitting Buyer to conduct a background check to verify employment history, education, qualifications and criminal background.

- 26. <u>RELATIONSHIP</u>: Buyer and Seller agree that they are independent contractors and that neither has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party. This Order does not constitute a contract of employment, franchise, partnership, agency or joint venture. Buyer is interested in the end results to be achieved by the Order and Seller shall have full power and authority to select the means, manner, mode and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to. Seller shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance and other obligations pertaining to its Staff.
- 27. RIGHTS IN WORKS AND INTELLECTUAL PROPERTY: Seller hereby assigns to Buyer all right, title and interest in and to (i) any and all deliverables, reports, summaries, software, documentation, manuals, photographs, illustrations, artwork, graphics, musical compositions, sound recordings and other works of authorship, ideas, inventions, processes, designs, trademarks, technology, information, and materials created, written or developed by Seller in the course of performing Services for Buyer, either before or after the date of this Order (collectively referred to herein as "Works"); and (ii) all intellectual property rights associated with such Works, including, without limitation, patents, patent rights, copyrights, trademark rights, trade secret rights, trade dress rights, and all rights to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based on copyrightable Works. The Works assigned to Client include (a) all workin-progress, intermediate versions and partial versions of any of the Works described above, (b) all notes, outlines, flow charts and other interim works, (c) all derivative works based upon any Works and (d) Custom Deliverables. Custom Deliverables are those that are created specifically for Buyer. All copyrightable Works created by Seller in connection with the performance of Services for Buyer shall be deemed to be, or shall be treated as, works for hire for purposes of vesting in Buyer all copyrights in such Works. Seller shall treat all information pertaining to the Works as Confidential Information of Buyer pursuant to the Confidential Information section of the Order. Notwithstanding anything in the Order to the contrary, Seller and its Staff shall have the right to retain and use any multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services (collectively, the "Tools") and any general skills ideas, concepts, knowhow and expertise that Seller learns, obtains, uses, develops or creates in rendering Services for Buyer, insofar as such ideas, concepts and know-how are of generic applicability and are acquired and applied without disclosure of any confidential or proprietary information of Buyer. This assignment includes all rights of attribution, paternity, integrity, disclosure and withdrawal, any rights Seller may have under the Visual Rights Act of 1990 or similar federal or state laws (or similar laws of any jurisdiction), and all other rights throughout the world that may be known as "moral rights" (collectively, "Moral Rights"). To the extent that such Moral Rights cannot be assigned under applicable law, Seller hereby waives such Moral Rights to the maximum extent permitted and consents to any action of Buyer that would otherwise violate such Moral Rights. To the extent that the Works contain any material developed by Seller prior to the performance of Services for Buyer, Buyer hereby grants to Client a perpetual, royalty-free, worldwide license to (a) use, relicense, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based on such material and (b) make, use and sell products and Services under such rights. During the term of this Agreement and for one year following termination of this Agreement, Seller shall not, directly or indirectly, (a) perform any Services for any customer of Buyer, or (b) develop any product that is similar to any of the products of Buyer that are related to any of the Services that Seller performs pursuant to this Order.
- 28. <u>CONTRACTOR'S STAFF</u>: Seller shall, at Seller's own expense, perform all Services personally or solely by Staff of Seller. Seller shall not delegate or subcontract any Services to be performed for Buyer pursuant to this Order without the written consent of Buyer. Seller understands and agrees that access to any of Buyer's facilities, computer systems, or equipment shall be subject to Buyer's policies and procedures with respect to information, systems, and facility security. Seller will require its Staff to participate in training on such policies, as requested by Buyer. Seller further understands and agrees that in the event any of its Staff violates such policies, the offending Staff will immediately cease work and shall be removed from the premises, and access to Buyer's computer systems and equipment shall be immediately revoked. Seller further agrees that nothing in this section shall relieve Seller of performing its obligations under the Order.
- 29. <u>AUDIT</u>: Seller agrees to permit authorized representatives of Buyer (internal and/or external auditors), at Buyer's expense, to visit, inspect, and audit, to the extent permitted by applicable laws and regulations, any of Seller's books, records, procedures, and facilities pertaining to the Services provided under the Order to make copies and take extracts therefrom, and to discuss the same with its directors, officers, and independent public accountants, all at reasonable times during normal business hours. Additionally, Seller agrees to cooperate with any and all applicable regulatory or governmental agencies that govern Buyer, its affiliates or its parent companies, including, but not limited to, allowing such regulatory authorities to review Seller's operations and either providing them with information as requested by them, or allowing them to visit Seller to audit and inspect Seller's books, records, procedures, and facilities to the same extent Buyer is permitted. If the results of an audit are not satisfactory to Buyer or its authorized representative, in addition to the Seller addressing the defects identified during the audit, either Buyer or Seller may request a follow-up audit within ninety (90) days, at Buyer's expense.

## -chargepoin+

## CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR<sup>®</sup> certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772<sup>™</sup> Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

#### **Driver Friendly User Interface**

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

#### **Easily Communicate with Your Drivers**

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- Full motion 30fps video support
- Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French





The First ENERGY STAR® Certified EV Charger

#### Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- ChargePoint Configuration and Activation: customized setup and activation of your stations
- + ChargePoint Assure: the most comprehensive EV Station maintenance and management in the industry

#### **Energy Measurement and Management**

- Real-time energy measurement
- 15 minute interval recording
- Time of Day (TOD) pricing
- Load shed by percentage of running average or to fixed power output

#### Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

#### Power Select (Patent Pending)

- Allows for a lower capacity (less than 40A) circuit to power each port
- Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

#### Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- Doubles the number of parking spots served while reducing installation and operating costs
- Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

#### **Clean Cord Technology**

- + Keep charging cords off the ground
- Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

#### Safe, Reliable, Energy Efficient Hardware

- UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- + Safe, Reliable and Energy Efficient
- ENERGY STAR certified, charges efficiently and conserves power when not charging

#### When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + Minimize downtime: ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- Get up and running quickly and flawlessly: Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports your business
- Eliminate unexpected future expenses: Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- + One less thing to worry about: Proactive station monitoring provides you with regular reporting
- Reduced risk of downtime: We guarantee 98% annual uptime and one business day response to requests
- Support when you need it: We're there for you and your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.
18' and 23' cords to reach all
World-class 24/7 driver
Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.
Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.
Strong and rugged design materials built to withstand the elements.
CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.
CT4021 Dual-port bollard charging station with 18' charging cables. Standard <i>EV Charging Only</i> sign without optional custom branding.

2 chargepoint.com

## -chargepoin+.

#### Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base

Easily customizable branding area. All stations come with EV Charging Only sign, which can be replaced with your custom signage. 5.7" color LCD display for customizable video content. Upload up to 60 seconds of high quality video to individual stations as often as desired. Daylight readable with auto 1118 brightness control. **OPTIONAL:** Additional customizable branding areas. All stations have standard extrusions to hold your custom signage. .... Artwork templates and material specifications are conveniently downloadable from chargepoint.com Branded CT4025 Shown with optional branding on back. 23' cords on 8' model.

11 - 23

Branded CT4021 Shown with optional branding on bollard. 18' cords on 6' model.



#### **Bollard Charging Stations**





CT4025



#### Wall Mount Charging Stations







#### **Contact Us**

- Visit <u>chargepoint.com</u>
- Call +1.408.705.1992
- @ Email <u>sales@chargepoint.com</u>

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chargepoint.com

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## -chargepoin-

## CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

#### **Ordering Information**

Specify model number followed by the applicable code(s). The order code sequence is: **Model-Options**. **Software**, **Services** and **Misc** are ordered as separate line items.

#### Hardware

Descriptio	on	Order Code
Model	1830 mm (6') Single Port Bollard Mount 1830 mm (6') Dual Port Bollard Mount	CT4011 CT4021
	1830 mm (6') Single Port Wall Mount 1830 mm (6') Dual Port Wall Mount	CT4013 CT4023
	2440 mm (8') Dual Port Bollard Mount 2440 mm (8') Dual Port Wall Mount	CT4025 CT4027
Options	Integral Gateway Modem - USA Integral Gateway Modem - Canada	-GW1 -GW2
Misc	Power Management Kit Bollard Concrete Mounting Kit	CT4000-PMGMT CT4001-CCM

#### Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM-n <sup>1</sup>
ChargePoint Service Provider Plan	CTSW-SAS-SP-n <sup>1</sup>
ChargePoint Assure	CT4000-ASSUREn <sup>2</sup>
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan.

<sup>1</sup> Substitute *n* for desired years of service (1, 2, 3, 4, or 5 years).

<sup>2</sup> Substitute *n* for the duration of the coverage (1, 2, 3, 4, or 5 years).

#### **Order Code Examples**

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
2 Years of Assure Coverage	CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE

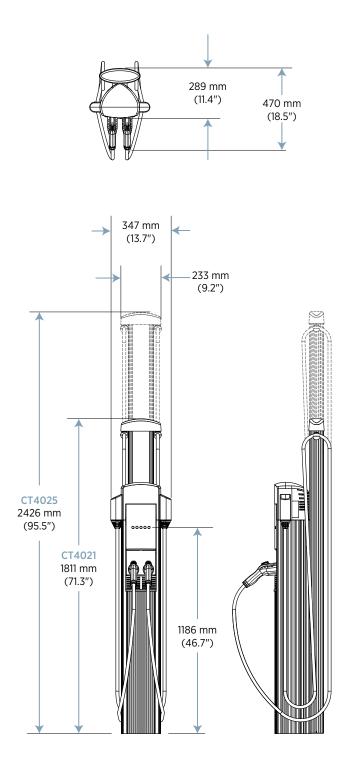


CT4021

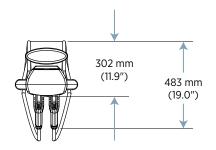


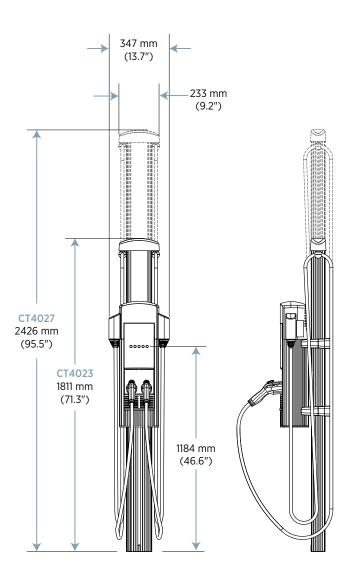
The First ENERGY STAR® Certified EV Charger

#### CT4021 1830 mm (6') CT4025 2440 mm (8') Bollard



#### CT4023 1830 mm (6') CT4027 2440 mm (8') Wall Mount





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### **CT4000 Family Specifications**

	Si	ngle Port (AC Voltage	208/240V AC)	Dual Port (AC Voltage 208/240V AC)			
Electrical Input	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker	
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2	
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)	
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2	
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2	
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	
Service Panel GFCI		Do not provide external GFCI as it ma			may conflict with internal GFCI (CCID)		
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)			
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)			
Station Power		81	W typical (standby), 15	W maximu	m (operation)		

#### **Electrical Output**

Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A) $\times1~\text{or}$ 3.8kW (240V AC@16A) $\times2$
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240V AC@24A) x 1 or 2.9kW (240V AC@12A) x 2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
Power Select 24A Power Share	n/a	3.8kW (240V AC@16A) x 1 or 1.9kW (240V AC@8A) x 2

#### **Functional Interfaces**

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6′) Cable Management	5.5 m (18')	5.5 m (18') x 2
Cable Length - 2440 mm (8') Cable Management	n/a	7 m (23′)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

#### **Safety and Connectivity Features**

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772 <sup>™</sup> specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

#### **Safety and Operational Ratings**

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Storage Temperature	-30°C to +60°C (-22°F to 140°F)
Non-Operating Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Charging Stations per 802.11 Radio Group	Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

#### **Contact Us**

- Visit <u>chargepoint.com</u>
- Call +1.408.705.1992
- @ Email <u>sales@chargepoint.com</u>

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chargepoint.com

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### **ATTACHMENT 2**

Arroyo Park ChargePoint / Rexel Energy Solutions Quotation and Purchase Order

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REXEL ENERGY SOLUTIONS -Chargepoint:

Quote# SPCP977354 Date: 4/24/2023 Expires: 6/31/2023

Bill To Address:

South Pasadena City Park

Ship To Address: South Pasadena City Park

Arroyo Park Project

#### Attention: Ted Gerber, Director of Public Works

QTY Item # Description		MSRP	Buy Price	EXT MSRP	Ext Buy Price	
6	CT4021-GW1	Dual Output, Gateway, Bollard Unit - 208/240V @30A with 18 foot Cord Management	\$ 9,190.00	\$ 7,260.10	\$ 55,140.00	\$ 43,560.60
6	CT4001-CCM	Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	\$ 125.00	\$ 98.75	\$ 750.00	\$ 592.50
12	CPCLD-COMMERCIAL-1	1 yr Prepaid Commercial Cloud Plan	\$ 345.00	\$ 310.50	\$ 4,140.00	\$ 3,726.00
6	CT4000-ASSURE1	l yr Prepaid Assure Plan - Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 775.00	\$ 697.50	\$ 4,650.00	\$ 4,185.00
6	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349.00	\$ 331.55	\$ 2,094.00	\$ 1,989.30
2	CPSUPPORT-SITEVALID	Unsine validation for a customer nor using an usine validating Channel Partner to perform the construction and station installation: used to validate the installation has been performed per ChargePoint published requirements. The on-site validation consists of checking electrical capacity, transformers, panels, breakers, wiring, cellular coverage, and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations that are installed within 150 feet of each other. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPSUPPORF-SITEVALID is priced for up to 5 stations that exist within the same 150 feet group of stations.	\$ 630.00	\$ 598.50	\$ 1,260.00	\$ 1,197.00
	Note: This price is in compliance with Sourcewell Contract #042221-CPI		TOTAL		\$ 68,034.00	\$ 55,250.40
			Estimated Shipping		\$ 840.00	\$ 840.00
			Estimated Tax (10.25%)		\$ 4,526.00	\$ 4,526.00
			Total Equipment Cost(E	duding Tax)	\$ 73,400.00	\$ 60,616.40

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the below terms and conditions and that this signed quote shall act as a purchase order.

Signature :	Title :
Name (Print) :	Date:
Company Name :	

Accounts Payable Contact Name :

Accounts Payable Contact Email :

Requested Ship Date:

All sales are pursuant to our terms and conditions https://www.rexelusainc.com/terms/Rexel%20USA%20Inc.%20Terms%20Conditions%20of%20sale%20(Rev.%2004-06-2020).pdf Applicable taxes and freight extra - All Products are subject to manufacturers return conditions.

All product returns subject to Manufacturers Terms & Conditions

THE US GOVERNMENT HAS IMPLEMENTED AN ADDITIONAL AD VALOREM DUTY OF UP TO TWENTY FIVE PERCENT (25%) ON CERTAIN PRODUCTS. REXEL USA IS WORKING WITH MANUFACTURERS AND SUPPLIERS TO UNDERSTAND THE IMPACT OF THIS DECISION, INCLUDING THE SPECIFIC PRODUCTS SUBJECT TO SUCH ADDITIONAL DUTIES AND RESULTING PRICE INCREASES ON THE PRODUCTS IT SELS. ACCORDINGLY, ALL ITEMS COVERED BY THIS QUOTATION ARE SUBJECT TO PRICE INCREASES IN EFFECT THROUGH TIME OF SHIPMENT, INCLUDING AND RESULTING PRICE INCREASES ON THE PRODUCTS IT SELS. FORTH ON THIS QUOTATION ARE SUBJECT TO PRICE INCREASES IN FFECT THROUGH TIME OF SHIPMENT UNLESS THIS QUOTATION EXPRESSLY STATES THAT PRICING FOR ANY SUCH PRODUCTS OR ITEMS IS FIRM/FIXED.



- 1. <u>COMPLETE CONTRACT</u>: This document and the purchase order or other sales document ("Order") to which these terms and conditions ("Terms & Conditions") are attached contains the complete and exclusive statement of the agreement between Buyer and Seller relating to this Order. It supersedes all previous oral or written requests, quotations, agreements or communications. If Seller accepts this Order or provides any items, materials, products, deliverables ("Materials") or services ("Services") (Materials and Services shall collectively be referred to as "Goods") listed in the Order, Seller is deemed to have agreed to these Terms & Conditions. Acknowledgement of this Order, including without limitation, by beginning performance or delivery of the Goods, shall be deemed acceptance of this Order and agreement to these Terms & Conditions. Buyer objects to any additional or different terms on any documents provided by Seller, including but not limited to any quotation or acknowledgment of this Order changing or modifying these Terms & Conditions, and any such changes are not binding unless specifically accepted by Buyer in writing signed by an authorized representative of Buyer. This Order or these Terms & Conditions may not be varied, supplemented or amended by any document, conduct, prior representation, course of dealing or usage of trade, unless made in writing and signed by an authorized representative of Seller and Buyer.
- 2. PRICE: Buyer shall pay Seller the price shown on this Order. The price is firm and not subject to escalation without Buyer's written consent. No extra charges of any kind (e.g. tariffs, charges for boxing, fuel surcharges or cartage) will be allowed. If there are any issues regarding additional costs, Buyer must be notified in writing of such additional costs prior to shipment and Buyer must issue a written change order to Seller. If Buyer's shipping instructions are not followed, Buyer will deduct any excess costs from Seller. The purchase price for the Goods excludes all state or local sales or use taxes that may apply to the purchase or use of the Goods. Any applicable sales and use taxes related to the Goods transferred and/or labor performed pursuant to this Order shall be the responsibility of Buyer. Seller shall collect such taxes from Buyer, unless Buyer claims an exemption from such taxes. Buyer shall issue Seller, upon request, an exemption certificate, if applicable. Seller certifies that all Goods transferred to Buyer where Buyer claimed an exemption were purchased tax free from Seller's suppliers. In no event shall Buyer be responsible for any federal, state or local income taxes incurred by Seller or any of its employees.
- 3. <u>PAYMENT</u>: Unless agreed to otherwise in writing by Buyer, Buyer agrees to pay any valid invoice 2% 30, average 60 days from receipt via check at U.S. banks, electronic funds transfer at foreign banks, or upon other terms approved by Buyer in writing. Seller agrees that any claim for payment by Seller which were not invoiced or not raised with Buyer within one hundred eighty (180) days from (i) the date that Goods were delivered, or (ii) the date that the event giving rise to the claim payment occurred, shall be waived and Seller shall have no further liability to Supplier for such additional payments under the Order.
- 4. <u>HOLD FOR RELEASE</u>: If this is a "hold for release" Order and/or "for drawings only," then Buyer shall not incur any liability to Seller for the Goods unless and/or until Buyer instructs Seller in writing to proceed with product production and/or further performance.
- 5. <u>CHANGES</u>: Buyer, at any time, shall have the right to make changes to the Order including without limitation changes to the quantities, specifications, method of shipment, packing, and place of delivery or delivery schedule. Seller shall notify Buyer upon receipt of such change if any change affects price or delivery so that parties can negotiate an equitable adjustment. All changes must be acknowledged in writing and signed by an authorized representative of Buyer. If Seller considers that the conduct of any of Buyer's employees has constituted a change hereunder, Seller shall notify Buyer's authorized representative immediately in writing as to the nature of the change and its effect on Seller's performance including delivery schedule and the amount to be paid to Seller. Pending written direction from the Buyer, or after negotiation of any adjustments, Seller shall take no action to implement such change. Buyer shall have no liability hereunder for cost of obsolescence, scrap, rework of materials and parts which Seller has released for manufacture in advance of Seller's normal manufacturing process without Buyer's prior written consent. Seller shall make no changes to Buyer's Specifications without Buyer's prior approval.
- 6. DELIVERY AND PERFORMANCE: Time is of the essence. Seller shall provide Goods and perform Services according to Buyer's schedule. If Buyer requests that the Order be shipped "collect," Seller shall use the transportation carrier designated by Buyer. If Seller is unable to make delivery in accordance with Buyer's specified schedule, Seller shall immediately notify Buyer and provide a revised date. If Seller does not comply with Buyer's delivery schedule or fails to make progress as to endanger performance, Buyer may, at its option, either approve a revised delivery schedule or terminate this Order without liability to Buyer, in addition to pursuing any other rights. Buyer may, at its sole election, return, at Seller's expense, Goods delivered to Buyer early or accept delivery of such Goods with payment terms to begin on the day that the Order was scheduled for delivery.
- 7. QUALITY ASSURANCE; COUNTERFEIT GOODS: In the event that a quality defect or non-conformance attributable to the Seller is detected, Seller shall be responsible for all costs including, but not limited to, replacement, rework, and/or material cost; laboratory testing, sorting, or inspection fees; and any transportation costs (including premium air freight) necessary to meet Buyer's required date on the Order. End customer liquidated damages associated with the defect or non-conformance shall be shared to the extent each party is responsible. Seller warrants that all Goods delivered are new and authentic, and otherwise free of recycled scrap, suspect, or counterfeit material. Seller further warrants that labels and/or trademarks or logos, certifications, affirmations, information, or any other documentation provided to Buyer is authentic. Seller shall save, defend, indemnify and hold Buyer harmless against any and all losses and damages and Buyer reserves the right to withhold payment for any deliveries of non-conforming, suspect, or counterfeit Goods or related information or documentation, as defined above.

8. WARRANTIES: Seller warrants that all Goods provided pursuant to this Order, whether provided by Seller or a direct or indirect supplier of Seller, will be: (a) free of any claims or security interests of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Order or an act or omission of Buyer); (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) fit for the particular purpose for which they are intended; and (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer. Seller further warrants that all Services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Seller's industry. Seller's warranties shall extend to the Buyer and/or the Buyer's customer for a period of at least twelve (12) months from the date of shipment to the ultimate end user, or twelve (12) months after completion of Services. ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM,

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OR RESTRICT ANY SUCH WARRANTIES OR ANY REMEDIES OF BUYER, BY ACKNOWLEDGMENT OR OTHERWISE, IN ACCEPTING OR PERFORMING THIS ORDER, SHALL BE NULL, VOID, AND INEFFECTIVE WITHOUT BUYER'S WRITTEN CONSENT. SELLER'S WARRANTIES SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS, CUSTOMERS AT ANY TIER, ULTIMATE USERS, AND JOINT USERS.

- 9. <u>INDEMNIFICATION</u>: Seller agrees to hold harmless, defend and indemnify Buyer, at Seller's expense, against all claims made against Buyer, arising out of or relating to Seller's Goods, Seller's performance under this Order, or Seller's negligent or wrongful acts or omissions including but not limited to claims based on (a) breach by Seller of any of the provisions of this Order, (b) late performance by Seller (except excusable delays), (c) defective Goods or performance, (d) failure of Goods to conform to specifications, the National Electrical Code (if applicable) or local, state or federal government laws, rules or regulations, (e) infringement of any patent, trademark or copyright, (f) damage to property, (g) personal injury including death by any party including Buyer's employees or Seller's employees. Seller shall be liable for all costs incurred by Buyer, including legal fees, relating to the enforcement of any provision of this Order.
- 10. <u>WORK ON PREMISES</u>: Seller shall ensure that its personnel comply with Buyer's or Buyer's customers environmental and safety requirements for any work or Services performed on Buyer's or Buyer's customer premises. Seller shall defend, hold harmless and indemnify Buyer and Buyer's customer from any claim, including claims by Buyer's employees which may result in any way from any act or omission by Seller or Seller's representatives while performing work or Services on Buyer's or Buyer's customers' premises, except to the extent that such claim is due solely and directly to the gross negligence of Buyer or Buyer's customer.
- 11. <u>ASSIGNMENT</u>: Any assignment of the Order by Seller shall be void without the prior written consent of Buyer, which will not be unreasonably withheld.
- 12. <u>SET-OFF</u>: Buyer may at all times set off any amount that Seller, or any affiliate of Seller, owes to Buyer against any amount that Buyer, or any Buyer affiliate, owes to Seller.
- 13. <u>TERMINATION</u>: Buyer may terminate any part of the Order for its convenience at any time. If this occurs, Buyer shall negotiate reasonable termination charges with Seller. Buyer may also terminate the Order with no further liability to Buyer, in addition to pursuing other remedies, if (1) Seller fails to perform any provision of this Order or fails to make progress which places Buyer's performance at risk, and Seller does not cure such failure within ten (10) days (or such lesser time as provided herein) after Buyer provides Seller with written notice, (2) Seller ceases to conduct operations in the normal course of business, (3) any proceeding under any bankruptcy or insolvency laws is brought by or against Seller, (4) a receiver is appointed or applied for by Seller, or (5) an assignment for the benefit of creditors is made by Seller.
- 14. INSURANCE: Seller shall maintain during the term of this Order, at its own expense, the following insurance in amounts reasonably acceptable to Buyer (including as set forth in a separate written agreement between the parties), but in no event less than the amounts set forth herein: (i) Workers' Compensation insurance as required by law, employer's liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, general liability insurance of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, automobile insurance with combined single limits of \$1,000,000, and umbrella coverage of at least \$5,000,000 per occurrence, \$5,000,000 aggregate. Seller agrees to provide Buyer with one month's written notice of any change in, or cancellation of, the insurance. Upon request, Seller shall provide Buyer with a certificate of insurance evidencing that the required minimum coverage is in effect and that Buyer, its directors, officers, employees, agents and representatives are named as additional insureds, provide a waiver of subrogation clause in favor of the additional insureds (except with regard to Seller's Worker's Compensation insurance and employer's liability coverage), and provide that all coverage provided by the Seller shall be primary. Such insurance shall also cover the actions of a subcontractor that Seller may utilize under this Order. If the Seller is a manufacturer of Goods (or aviation segment Goods), then Seller agrees to maintain product liability insurance (or aviation product liability insurance), in accordance with the requirements above, with insurers and minimum amounts reasonably acceptable to Buyer covering its interests as a Buyer of Seller's Goods; it being understood that the maintenance of such product liability insurance coverage shall not be a satisfaction of Seller's liability hereunder or in any way modify Seller's indemnification obligations.
- 15. <u>GOVERNMENTAL COMPLIANCE</u>: Seller shall comply with all laws and regulations applicable to Seller and the Order where the Materials are manufactured or delivered or Services are performed, shall comply with all laws concerning fair competition, improper

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or illegal payments and gifts or gratuities and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining business in connection with this Order. Seller covenants and agrees that it shall take steps to embrace and comply with the core values of the UN Global Compact's Ten Principles in the areas of human rights, labor standards, the environment and anti-corruption, which core values are reflected in Rexel USA, Inc. Ethics Guidance for Suppliers, Contractors and Vendors https://www.rexelusainc.com/supplierinfo/ In the event Buyer determines that Seller has breached any of the foregoing undertakings, Buyer shall have the right to immediately terminate this Order without further compensation to Seller. Seller further covenants and agrees as follows:

- 15.1. Fair Labor Standards Act. Seller represents that the Goods were produced in compliance with the Fair Labor Standards Act of 1938, as amended.
- 15.2. Use of Workers/Subcontractors. Unless exempt, Seller shall comply with the Equal Opportunity Clause in 41 CFR 60-1.4; the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era in 41 CFR 60-250-4; the Affirmative Action Clause regarding Handicapped Workers in 41 CRR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60; and any other applicable Executive Orders.
- 15.3. Environmental Safety. Seller represents and warrants that each chemical substance listed or contained in an item listed in the Order is on the list of chemical substances published by the Administrator of the Environmental Protection Administration under the Toxic Substances Control Act as amended. Seller also warrants that the Goods comply with the Federal Hazardous Substances Act as amended.
- 15.4. Labor Force. Seller certifies that no Goods supplied under this Order have been produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age laws in the country of manufacture. In the event Buyer determines that Seller's certification is untrue, Buyer shall have the right to immediately terminate this Order without further compensation to Seller.
- 15.5. Material Safety Data Sheets ("MSDS"). Seller shall provide MSDS sheets, as required by law with each shipment or on Seller's website.
- 15.6. Prohibition on Products Containing Any Conflict Mineral from Democratic Republic of the Congo or an Adjoining Country. Reference is made to Section 1502 (the "CM Provision") of the Dodd-Frank Wall Street Regulation and Consumer Protection Act and regulations (the "Regulations") implementing the CM Provision issued by the Securities and Exchange Commission addressing disclosures relating to any conflict mineral from the Democratic Republic of the Congo or any adjoining country. Seller represents, covenants, agrees and certifies for the benefit of Buyer and its customers that (a) the Goods sold to Buyer pursuant to this Order do not contain any conflict mineral from the Democratic Republic of the Congo or any adjoining country or, if any Goods covered by this Order do contain a conflict mineral, such Goods are DRC conflict free, (b) Seller shall be solely responsible and liable for assessing, ensuring and monitoring its supply chain and Seller's suppliers' and sub- suppliers' compliance with the preceding clause (a), and (c) Seller shall execute such written documentation, including certifications, as Buyer or its customers may reasonably request to confirm and certify the foregoing. Seller shall further defend, indemnify and hold harmless Buyer and its customers from any breach of Seller's obligations under this Section or arising from any inaccurate or untruthful written documentation provided to Buyer or its customers. The terms "conflict mineral," "adjoining country," and "DRC conflict free" as used in this section shall have the meaning assigned such terms in the Regulations. This Section of the Order cannot be waived or modified except pursuant to a written instrument that expressly waives or modifies this Section and which is executed by a corporate officer of Buyer.
- 15.7. California Proposition 65 Compliance. Seller acknowledges and agrees that the Goods may be sold in the state of California notwithstanding the fact that they may be manufactured or delivered outside of the State of California. Accordingly, Seller certifies that all Goods shall be delivered in strict compliance with the requirements of the California Safe Drinking Water and Toxic Enforcement Act of 1986, as amended from time to time and commonly referred to as Proposition 65.
- 16. <u>ENVIRONMENT, HEALTH, and SAFETY COMPLIANCE</u>: Seller shall comply with all regulatory requirements as applicable to the Order when the Materials are delivered or Services are performed, including without limitation:
  - 16.1. Material Suitability Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer is suitable for use and/or transport in any jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur and is listed on or in: (i) the list of chemical substances compiled and published by the Administrator of the U.S. Environmental Protection Agency pursuant to the U.S. Toxic Substances Control Act ("TSCA") (15 U.S.C. § 2601), otherwise known as the TSCA Inventory, or exempted from such list under 40 CFR 720.30 38; (ii) the Federal Hazardous Substances Act (P.L. 92 516) as amended; (iii) the European Inventory of Existing Commercial Chemical Substances ("EINECS") as amended; (iv) the European List of Notified Chemical Substances ("ELINCS") and lawful standards and regulations thereunder; or (v) any equivalent or similar lists in any other jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur.
  - 16.2. Material Registration and Other Documentation. Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer: (i) is properly documented and/or registered as required in the jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that

shipment will likely occur, including but not limited to pre-registration and registration if required, under Regulation (EC) No. 1907/2006 ("REACH"); (ii) is not restricted under Annex XVII of REACH; and (iii) if subject to authorization under REACH, is authorized for Buyer's use. In each case, Seller will timely provide Buyer with supporting documentation, including without limitation, (A) pre-registration numbers for each substance; (B) the exact weight by weight percentage of any REACH Candidate List (defined below) substance constituting or contained in the Goods; (C) all relevant information that Buyer needs to meet its obligations under REACH to communicate safe use to its customers; and (D) the documentation of the authorization for Buyer's use of an Annex XIV substance. Seller shall notify Buyer if it decides not to register substances that are subject to registration under REACH and constitute or contain Goods supplied to Buyer at least twelve (12) months before their registration deadline. Seller will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "Candidate List") and immediately notify Buyer if any of the Goods supplied to Buyer contain a substance officially proposed for listing on the Candidate List. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Goods or fulfill its own obligations under REACH.

16.3. Restricted Materials. Seller Covenants that none of the Goods sold or transferred to Buyer contains any: (i) of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); (ii) chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (iii) chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (iii) chemical or hazardous material otherwise restricted pursuant to EU Directive 2011/65/EU (1 July 2011) (the "Recast ROHS Directive"); (iv) designated ozone depleting chemicals as restricted under 40CFR Part 82, 'Protection of Stratospheric Ozone,' or the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon 1211, 1301, and 2402, and chlorofluorocarbons ("CFCs") 11 13, 111 115, 211 217); (v) substance listed on the REACH Candidate List, subject to authorization and listed on Annex XIV of REACH, or restricted under Directive 76/769/EEC and when it shall be repealed, Annex XVII of REACH; or (vi) other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise

has knowledge that shipment will likely occur, unless with regard to all of the foregoing, Buyer expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Goods sold or transferred to Buyer. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Seller will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or Goods supplied under this Order and any other relevant information or data regarding the properties including without limitation test data and hazard information.

- 16.4. Take back of Electrical and Electronic Components, Including Batteries or Accumulators. Seller Covenants that, except as specifically listed on the face of this Order or in an applicable addendum, none of the Goods supplied under this Order are electrical or electronic equipment or batteries or accumulators as defined by laws, codes or regulations of a jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to EU Directive 2012/19/EU (24 July 2012) (the "Recast WEEE Directive"), as amended and EU Directive 2006/66/EC (26 September 2006) (the "Batteries Directive") and/or any other legislation providing for the taking back of such electrical or electronic equipment or batteries or accumulators (collectively, "Take Back Legislation"). For any Goods specifically listed on the face of this Order or in such addendum as electrical or electronic equipment or batteries or accumulators that are covered by any Take Back Legislation and purchased by Buyer hereunder, Seller agrees to: (i) assume responsibility for taking back such Goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the applicable Take Back Legislation; (ii) take back as of the date of this Order any used Goods currently owned by Buyer of the same class of such Goods purchased by Buyer hereunder up to the number of new units being purchased by Buyer or to arrange with a third party to do so in accordance with all applicable requirements: and (iii) appropriately mark and/or label the Goods as required by any applicable Take Back Legislation. Seller will not charge Buyer any additional amounts, and no additional payments will be due from Buyer for Seller's agreement to undertake these responsibilities.
- 16.5. CE Marking. Seller Covenants that all Goods conform with applicable Conformité Européenne ("CE") directives for Goods intended for use in the EU, including those regarding electrical/electronic devices, machinery and pressure vessels/equipment. Seller will affix the CE mark on Goods as required. Seller will provide all documentation required by the applicable CE directives, including, but not limited to, Declarations of Conformity, Declarations of Incorporation, technical files and any documentation regarding interpretations of limitations or exclusions.
- 16.6. Nanoscale Material. With respect to any Goods sold or otherwise transferred to Buyer hereunder, Seller shall notify Buyer in writing of the presence of any engineered nanoscale material (defined for these purposes as any substance with at least one dimension of such substance known to be less than one hundred (100) nanometers in length). With respect to all such nanoscale material(s), Seller shall provide a description of its regulatory status and any safety data or other notifications that are appropriate in the EU, U.S. and any other jurisdictions to which Buyer informs Seller the Goods will be shipped or to which the Seller otherwise has knowledge that shipment will likely occur.
- 17. <u>CONFIDENTIAL INFORMATION</u>: Seller shall keep confidential any technical, process, proprietary or economic information derived from drawings, 3D or other models, specifications and any other data and/or information furnished by Buyer in connection with this Order (the "Confidential Information") and shall not divulge, disseminate, communicate or publish, directly or indirectly, the

Confidential Information for the benefit of any other party without Buyer's prior written consent. Confidential Information shall also include any notes, summaries, reports, analyses or other material derived by Seller in whole or in part from the Confidential Information in whatever form maintained (collectively, "Notes"). Except as required for the efficient performance of this Order, Seller shall not use or permit copies to be made of the Confidential Information without Buyer's prior written consent. If any such reproduction is made with prior written consent, notice referring to the foregoing requirements shall be provided thereon. The restrictions in this Section regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Seller if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Seller; (ii) was available on a non-confidential basis prior to its disclosure to Seller; (iii) is or becomes available to Seller on a non-confidential basis from a source other than Buyer when such source is not, to the best of Seller's knowledge, subject to a confidentiality obligation with Buyer, or (iv) was independently developed by Seller, without reference to the Confidential Information, and Seller can verify the development of such information by written documentation. Upon completion or termination of this Order, Seller shall promptly return to Buyer all Confidential Information, including any copies thereof, and shall destroy (with such destruction certified in writing by Seller) all Notes and any copies thereof. Any knowledge or information, which Seller shall have disclosed or may hereafter disclose to Buyer, and which in any way relates to the Materials or Services purchased under this Order (except to the extent deemed to be Buyer's Property), shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary, and shall be acquired by Buyer free from any restrictions (other than a claim for infringement), as part of the consideration for this Order and, notwithstanding any copyright or other notice thereon, Buyer shall have the right to use, copy, modify and disclose the same as it sees fit. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without Buyer's prior written consent

- 18. <u>WAIVER:</u> A waiver or renunciation can discharge no claim or right arising out of a breach of this Order in whole or in part, unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed a waiver of a party's right thereafter to enforce each and every such provision.
- 19. <u>SUPPLIER SECURITY</u>: Seller shall have and comply with a company security and crisis management policy. Upon Buyer's request, Seller shall provide Buyer a copy thereof and certification (in a form acceptable to Buyer) of Seller's compliance with this Article. Seller shall revise and maintain the policy proactively, and as may be requested by Buyer, in anticipation of security and crisis risks relevant to the Seller's business. Seller's policy, at a minimum, shall identify, and require the taking, by Seller's management and employees, of the measures necessary to do the following:
  - (a) provide for the physical security of the people working on Seller's premises and others working for or on behalf of Seller;
  - (b) provide for the physical security of Seller's facilities and physical assets related to the performance of work, including, in particular, the protection of Seller's mission critical equipment and assets;
  - (c) protect from the loss of, misappropriation of, corruption of, and/or other damage to software related to the performance of work;
  - (d) protect from the loss of, misappropriation of, corruption of, and/or other damage to Buyer's and Seller's drawings, technical data, and other proprietary information related to the performance of work;
  - (e) provide for the prompt recovery -- including through preparation, adoption, and maintenance of a disaster recovery plan -- of facilities, physical assets, software, drawings, technical data, other intellectual property, and the Seller's business operations in the event of a security breach, incident, crisis or other disruption of Seller's ability to use the necessary facilities, physical assets, software, drawings, technical data, or other intellectual property or to continue operations;
  - (f) for any deliveries of Goods originating outside of the United States for delivery to the United States, review by Seller of the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") for Air Carriers, Rail Carriers, Sea Carriers and Highway Carriers comply with the security procedures outlined by the United States Customs Service at <u>http://www.customs.gov/xp/cgov/import/commercial\_enforcement/ctpat/</u>, as modified from time to time;
  - (g) identify an individual contact (name, title, location and email/telephone/fax numbers) responsible for Seller's facility, personnel, and shipment security measures.

Buyer reserves the right to inspect Seller's policy and to conduct on-site audits of Seller's facility and practices to determine whether Seller's policy and Seller's implementation of the policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Seller's policy and/or policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Seller notice of such determination. Upon receiving such notice, Seller shall have forty-five (45) days thereafter to make the policy changes and take the implementation actions reasonably requested by Buyer. Seller's failure to take such actions shall give Buyer the right to terminate this Order immediately without further compensation to Seller. Seller agrees that it will make reasonable efforts to become a member of C-TPAT in a timely manner, if it is eligible to do so. At Buyer's request, Seller shall inform Buyer of Seller's C-TPAT membership status and its anticipated schedule for participation in C-TPAT. When Seller does not exercise control of manufacturing or transportation of Goods destined for delivery to Buyer or its customers in the United States, Seller agrees to communicate C-TPAT security recommendations to its suppliers and transportation providers and to condition its relationship to those entities on their implementation of such recommendations, unless Seller is using such supplier and transportation provider at Buyer's request.

- 20. <u>BUYER'S PROPERTY:</u> All tangible and intangible property, including but not limited to tools, tool drawings, materials, sample parts, processes, procedures, process parameters, drawings, computer software, documents, information or data of every description furnished to Seller by Buyer, or by Buyer's affiliates, subsidiaries or contractors, or paid for in whole or in part by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer, and, unless otherwise agreed to in writing by Buyer shall be used by Seller solely to render Services or provide Materials to Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Buyer or Buyer's designee, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's Orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be insured by Seller for replacement cost with loss payable to Buyer. Such property shall be subject to prompt removal or return at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's facilities to verify compliance with this Article.
- 21. <u>BUYER PARTIES</u>: For the purposes of these Terms & Conditions Buyer shall mean the Buyer party set forth on the request for quotation, quotation or other sales agreement to which these Terms & Conditions are attached which may include but is not limited to Rexel USA, Inc. or any of its subsidiaries, affiliates, business units or divisions including but not limited to (i) Rexel Automation, (ii) Rexel Construction and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Rexel Energy Solutions, (vi) Capitol Light, (vii) Parts Super Center, and (viii) Brohl & Appell.
- 22. <u>SURVIVAL OF PROVISIONS</u>: In order that the parties hereto may fully exercise their rights and perform their obligations under this Order, any provisions of this Order that are required to ensure such exercise or performance shall survive the termination of this Order.
- 23. <u>LAW AND JURISDICTION</u>: This agreement will be governed by, and construed and enforced in accordance with, the internal laws of the state of Texas, USA without regard to the conflict of laws principals thereof. The parties agree to exclude this agreement from the application of the United Nations convention on contracts for the international sale of Goods.

ADDITIONAL TERMS AND CONDITIONS FOR SERVICES TO THE EXTENT THAT SELLER IS PROVIDING ANY SERVICES THE ADDITIONAL TERMS AND CONDITIONS IN SECTIONS 24 THROUGH 29 SHALL APPLY

- \*\*\*\*\*\*
- 24. <u>STATEMENT OF WORK.</u> Seller shall perform, at its sole expense, the Services described in any Statement[s] of Work ("SOW[s") which are referenced in the body of the Order and which is incorporated by reference into the Order. Buyer shall pay Seller the Fees set forth in the applicable SOW in accordance with the agreed to payment terms. Buyer anticipates that the milestones set forth in SOW will be completed within the periods specified. Seller shall deliver to Buyer the specified deliverables on or before the specified dates. Seller will notify Buyer immediately in the event that at any time it appears to Seller that completion of any milestone will be delayed. Seller shall, at Seller's expense, obtain and maintain all permits, licenses and government approvals needed to perform its obligations under the Order. Seller shall determine the specific time and manner in which the Services are performed pursuant to the Order, and the resources that are used to perform such Services. Buyer shall have no authority to direct the day-to-day activities of Seller or any of Seller's employees, agents, or independent contractors (together with Seller, the "Staff").
- 25. EXPERIENCE, QUALIFICATIONS AND BACKGROUND CHECK. (a) Prior to assigning any Staff to perform Services for Buyer, Seller shall require that such Staff present to Seller a federal- or state-issued form of identification. Seller will verify all employment information and educational background information and all other pertinent information provided by the Seller's Staff. In addition, prior to assigning any Staff to perform Services for Buyer, seller shall perform a complete criminal background check. Buyer at its sole expense and discretion, may require a drug test or driving record; (b) Seller represents that any Staff assigned to perform Services for Buyer has never been convicted of or agreed to enter into a pretrial diversion or similar program in connection with a prosecution for any criminal offense involving dishonesty, breach of trust, money laundering or violence; (c) Seller guarantees that any Staff assigned to perform Services for Buyer is a citizen of the United States, is a legal resident of the United States, or is otherwise legally authorized to work in the United States according to U.S. Citizenship and Immigration Services regulations; (d) Seller understands and agrees that failure to comply with the above subsections constitutes a breach of the Order that could result in immediate termination of the Order. Seller further agrees to indemnify Buyer for any losses, claims, fines or other costs incurred by Buyer as a result of Seller's failure to comply with the above sub-sections; (e) Seller warrants that the information provided to Buyer regarding any of Seller's staff will be true, correct and complete to the best of Seller's knowledge, and such staff will meet or exceed the gualifications, skill level and experience requested by Buyer; and (f) Buyer may, in its sole discretion, conduct a background check, drug screen, and identity verification on those of Seller's Staff who are who will perform work for Buyer. Upon such election Seller shall require such designated Staff to present two (2) recognized forms of identification to Buyer for each Staff, provide a copy of each Staff Member's resume, curriculum vitae or other documentation of Seller's education, work history and other

Rexel USA Standard Terms Conditions Of Purchase (Rev D. 04-06-2020).Docx

qualifications to perform the Services, and submit to each Staff an authorization and release permitting Buyer to conduct a background check to verify employment history, education, qualifications and criminal background.

- 26. <u>RELATIONSHIP</u>: Buyer and Seller agree that they are independent contractors and that neither has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party. This Order does not constitute a contract of employment, franchise, partnership, agency or joint venture. Buyer is interested in the end results to be achieved by the Order and Seller shall have full power and authority to select the means, manner, mode and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to. Seller shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance and other obligations pertaining to its Staff.
- 27. RIGHTS IN WORKS AND INTELLECTUAL PROPERTY: Seller hereby assigns to Buyer all right, title and interest in and to (i) any and all deliverables, reports, summaries, software, documentation, manuals, photographs, illustrations, artwork, graphics, musical compositions, sound recordings and other works of authorship, ideas, inventions, processes, designs, trademarks, technology, information, and materials created, written or developed by Seller in the course of performing Services for Buyer, either before or after the date of this Order (collectively referred to herein as "Works"); and (ii) all intellectual property rights associated with such Works, including, without limitation, patents, patent rights, copyrights, trademark rights, trade secret rights, trade dress rights, and all rights to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based on copyrightable Works. The Works assigned to Client include (a) all workin-progress, intermediate versions and partial versions of any of the Works described above, (b) all notes, outlines, flow charts and other interim works, (c) all derivative works based upon any Works and (d) Custom Deliverables. Custom Deliverables are those that are created specifically for Buyer. All copyrightable Works created by Seller in connection with the performance of Services for Buyer shall be deemed to be, or shall be treated as, works for hire for purposes of vesting in Buyer all copyrights in such Works. Seller shall treat all information pertaining to the Works as Confidential Information of Buyer pursuant to the Confidential Information section of the Order. Notwithstanding anything in the Order to the contrary, Seller and its Staff shall have the right to retain and use any multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services (collectively, the "Tools") and any general skills ideas, concepts, knowhow and expertise that Seller learns, obtains, uses, develops or creates in rendering Services for Buyer, insofar as such ideas, concepts and know-how are of generic applicability and are acquired and applied without disclosure of any confidential or proprietary information of Buyer. This assignment includes all rights of attribution, paternity, integrity, disclosure and withdrawal, any rights Seller may have under the Visual Rights Act of 1990 or similar federal or state laws (or similar laws of any jurisdiction), and all other rights throughout the world that may be known as "moral rights" (collectively, "Moral Rights"). To the extent that such Moral Rights cannot be assigned under applicable law, Seller hereby waives such Moral Rights to the maximum extent permitted and consents to any action of Buyer that would otherwise violate such Moral Rights. To the extent that the Works contain any material developed by Seller prior to the performance of Services for Buyer, Buyer hereby grants to Client a perpetual, royalty-free, worldwide license to (a) use, relicense, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based on such material and (b) make, use and sell products and Services under such rights. During the term of this Agreement and for one year following termination of this Agreement, Seller shall not, directly or indirectly, (a) perform any Services for any customer of Buyer, or (b) develop any product that is similar to any of the products of Buyer that are related to any of the Services that Seller performs pursuant to this Order.
- 28. <u>CONTRACTOR'S STAFF</u>: Seller shall, at Seller's own expense, perform all Services personally or solely by Staff of Seller. Seller shall not delegate or subcontract any Services to be performed for Buyer pursuant to this Order without the written consent of Buyer. Seller understands and agrees that access to any of Buyer's facilities, computer systems, or equipment shall be subject to Buyer's policies and procedures with respect to information, systems, and facility security. Seller will require its Staff to participate in training on such policies, as requested by Buyer. Seller further understands and agrees that in the event any of its Staff violates such policies, the offending Staff will immediately cease work and shall be removed from the premises, and access to Buyer's computer systems and equipment shall be immediately revoked. Seller further agrees that nothing in this section shall relieve Seller of performing its obligations under the Order.
- 29. <u>AUDIT</u>: Seller agrees to permit authorized representatives of Buyer (internal and/or external auditors), at Buyer's expense, to visit, inspect, and audit, to the extent permitted by applicable laws and regulations, any of Seller's books, records, procedures, and facilities pertaining to the Services provided under the Order to make copies and take extracts therefrom, and to discuss the same with its directors, officers, and independent public accountants, all at reasonable times during normal business hours. Additionally, Seller agrees to cooperate with any and all applicable regulatory or governmental agencies that govern Buyer, its affiliates or its parent companies, including, but not limited to, allowing such regulatory authorities to review Seller's operations and either providing them with information as requested by them, or allowing them to visit Seller to audit and inspect Seller's books, records, procedures, and facilities to the same extent Buyer is permitted. If the results of an audit are not satisfactory to Buyer or its authorized representative, in addition to the Seller addressing the defects identified during the audit, either Buyer or Seller may request a follow-up audit within ninety (90) days, at Buyer's expense.

# -chargepoin+

# CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR<sup>®</sup> certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772<sup>™</sup> Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

#### **Driver Friendly User Interface**

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

#### **Easily Communicate with Your Drivers**

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- Full motion 30fps video support
- Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French





The First ENERGY STAR® Certified EV Charger

#### Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- ChargePoint Configuration and Activation: customized setup and activation of your stations
- 4 ChargePoint Assure: the most comprehensive EV Station maintenance and management in the industry

#### **Energy Measurement and Management**

- Real-time energy measurement
- 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

#### **Minimize Costs with Flexible Power Management Options**

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

#### Power Select (Patent Pending)

- Allows for a lower capacity (less than 40A) circuit to power each port
- ÷ Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

#### **Power Sharing**

- Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

#### Clean Cord Technology

- Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

#### Safe, Reliable, Energy Efficient Hardware

- + UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- Safe, Reliable and Energy Efficient
- ENERGY STAR certified, charges efficiently and conserves power when not charging

#### When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + Minimize downtime: ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- + Get up and running guickly and flawlessly: Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports vour business
- + Eliminate unexpected future expenses: Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- One less thing to worry about: Proactive station monitoring provides you with regular reporting
- Reduced risk of downtime: We guarantee 98% annual uptime and one business day response to requests
- + Support when you need it: We're there for you and your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.
18' and 23' cords to reach all car models and serve more parking spaces.
World-class 24/7 driver
Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.
Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.
Strong and rugged design materials built to withstand the elements.
CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.
CT4021 Dual-port bollard charging station with 18' charging cables. Standard <i>EV Charging Only</i> sign without optional custom branding

2 chargepoint.com

sign without optional custom branding.

# -chargepoin+.

# Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base

Easily customizable branding area. All stations come with EV Charging Only sign, which can be replaced with your custom signage. 5.7" color LCD display for customizable video content. Upload up to 60 seconds of high quality video to individual stations as often as desired. Daylight readable with auto 1118 brightness control. **OPTIONAL:** Additional customizable branding areas. All stations have standard extrusions to hold your custom signage. .... Artwork templates and material specifications are conveniently downloadable from chargepoint.com Branded CT4025 Shown with optional branding on back. 23' cords on 8' model.

Branded CT4021 Shown with optional branding on bollard. 18' cords on 6' model.



#### **Bollard Charging Stations**





CT4025



#### Wall Mount Charging Stations







## **Contact Us**

- Visit <u>chargepoint.com</u>
- Call +1.408.705.1992
- @ Email <u>sales@chargepoint.com</u>

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chargepoint.com

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# -chargepoin-

# CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

# **Ordering Information**

Specify model number followed by the applicable code(s). The order code sequence is: **Model-Options**. **Software**, **Services** and **Misc** are ordered as separate line items.

#### Hardware

Descriptio	on	Order Code
Model	1830 mm (6') Single Port Bollard Mount 1830 mm (6') Dual Port Bollard Mount	CT4011 CT4021
	1830 mm (6') Single Port Wall Mount 1830 mm (6') Dual Port Wall Mount	CT4013 CT4023
	2440 mm (8') Dual Port Bollard Mount 2440 mm (8') Dual Port Wall Mount	CT4025 CT4027
Options	Integral Gateway Modem - USA Integral Gateway Modem - Canada	-GW1 -GW2
Misc	Power Management Kit Bollard Concrete Mounting Kit	CT4000-PMGMT CT4001-CCM

#### **Software & Services**

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM-n <sup>1</sup>
ChargePoint Service Provider Plan	CTSW-SAS-SP-n <sup>1</sup>
ChargePoint Assure	CT4000-ASSUREn <sup>2</sup>
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan.

<sup>1</sup> Substitute *n* for desired years of service (1, 2, 3, 4, or 5 years).

<sup>2</sup> Substitute n for the duration of the coverage (1, 2, 3, 4, or 5 years).

#### **Order Code Examples**

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
2 Years of Assure Coverage	CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE

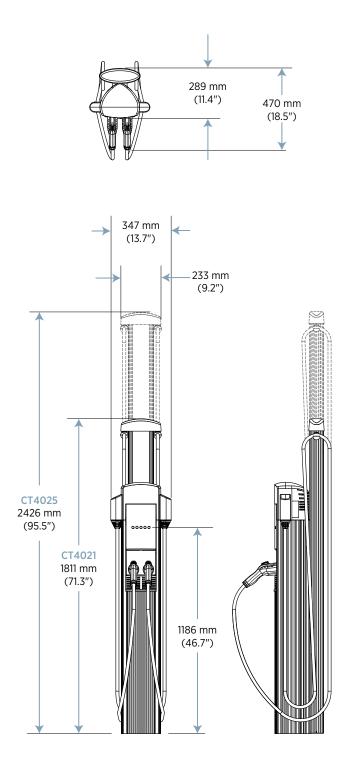


CT4021

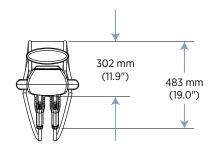


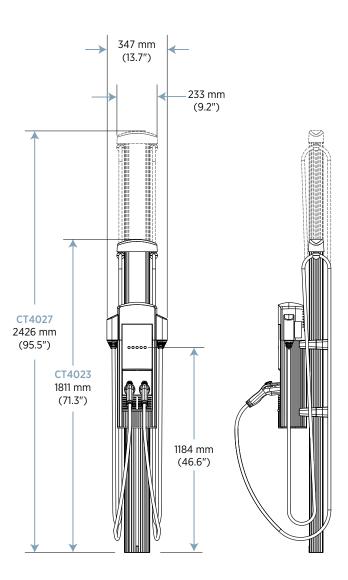
The First ENERGY STAR<sup>®</sup> Certified EV Charger

# CT4021 1830 mm (6') CT4025 2440 mm (8') Bollard



# CT4023 1830 mm (6') CT4027 2440 mm (8') Wall Mount





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# **CT4000 Family Specifications**

	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
Electrical Input	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard		3-wire (L1, L2, Ear	rth)	5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	Share n/a			3-wire (L1, L2, Earth)		
Station Power     8W typical (standby), 15W maximum (operation)						

#### **Electrical Output**

Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A) $\times1~\text{or}$ 3.8kW (240V AC@16A) $\times2$
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240V AC@24A) x 1 or 2.9kW (240V AC@12A) x 2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
Power Select 24A Power Share	n/a	3.8kW (240V AC@16A) x 1 or 1.9kW (240V AC@8A) x 2

#### **Functional Interfaces**

Connector(s) Type	SAE J1772™	SAE J1772™ x 2		
Cable Length - 1830 mm (6') 5.5 m (18') Cable Management		5.5 m (18') x 2		
Cable Length - 2440 mm (8') n/a Cable Management		7 m (23')		
Overhead Cable Management System	Yes			
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected			
Card Reader	ISO 15693, ISO 14443, NFC			
Locking Holster	Yes Yes x 2			

#### **Safety and Connectivity Features**

Ground Fault Detection	20mA CCID with auto retry		
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection		
Plug-Out Detection	Power terminated per SAE J1772 <sup>™</sup> specifications		
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)		
Power Report/Store Interval	15 minute, aligned to hour		
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)		
Wide Area Network	3G GSM, 3G CDMA		

#### **Safety and Operational Ratings**

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Storage Temperature	-30°C to +60°C (-22°F to 140°F)
Non-Operating Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Charging Stations per 802.11 Radio Group	Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

## **Contact Us**

- Visit <u>chargepoint.com</u>
- Call +1.408.705.1992
- @ Email <u>sales@chargepoint.com</u>

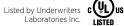
# -chargepoin+.

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# **ATTACHMENT 3**

Civic Center / City Hall Executed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement

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# Charge Ready Charging Infrastructure and Rebate Participation Agreement

This Charge Ready Charging Infrastructure and Rebate Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and, (2) if applicable, remit the Charging Equipment Rebate, and/or the Maintenance and Networking Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and Customer-Side Make-Ready Infrastructure.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Charging Infrastructure and Rebate Program (the "Program").

## APPROVED CHARGING PORTS

# 1. Total Number of Approved Charging Ports:

The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed charging equipment, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE's discretion.

Number of Charging Ports and Power Levels approved by SCE.

Power Level (L1) Port count: 0 Power Level (L2) Port count: 34 Power Level (DCFC) Port count: 0

# 2. **Rebates (if applicable):**

2.1. Charging Equipment Rebate

If Program Participant is eligible to receive a rebate for the purchase and installation of charging equipment, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other thirdparty rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects that rebate values in effect at the time this agreement was issued:

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

## 2.2. Maintenance and Networking Rebate

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

## APPROVED SITE LOCATION AND DESIGN

## **3.** Description of Approved Location at the Site:

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

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

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

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

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

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

SCE-installed Customer-Side Make-Ready Infrastructure.

# PROGRAM PARTICIPATION TERMS AND CONDITIONS

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

## 6. Definitions:

- 6.1. AHJ Authority Having Jurisdiction: The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
- 6.2. Approved Product List: The list of Charging Equipment qualified by
  SCE and meeting SCE's technical requirements. Program Participant
  must select Charging Equipment from the Approved Product List to
  receive applicable Charging Equipment Rebate (if available).
  6.3. CalEnviroScreen 3.0 (or its equivalent): see Disadvantaged
- 6.4. **Charging Equipment**: Qualifying Charging Equipment that meets the
- technical specifications set forth by SCE. Charging Equipment that dualifies for the Rebate, if available, are listed in the Approved Product List, which can be found on SCE's website at <u>www.SCE.com/APL</u>. See also Power Levels.
- 6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
- 6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

- 6.7. Charging Ports: See Charging Stations.
- 6.8. **Charging Stations EV Charging Equipment:** EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, power cannot be throttled during non-DR events and each port must be able to deliver full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.
- 6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.
- 6.10. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.
- 6.11. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- 6.12. CPUC's Transportation Electrification Safety Requirements Checklist: The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: <u>www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?</u> id=6442458882
- 6.13. Customer-Side Infrastructure: See "Make-Ready Infrastructure."
- 6.14. **Customer-Side Make-Ready Rebate**: The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the Customer-Side Make-Ready Infrastructure work, following the completed

installation of the Make-Ready Infrastructure and submission of required documentation.

- 6.15. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.
- 6.16. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site status.
- 6.17. **Enrollment Portal**: The website where Program Participants can apply for the Program, check application status, and upload most required documents.
- 6.18. Electric Vehicle Infrastructure Training Program (EVITP) Certification: The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <u>https://www.evitp.org</u>.
- 6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list, subsidiaries of Fortune 1000 companies, corporate stores of Fortune 1000 companies, and international companies with annual revenue at or above the lowest cutoff point in Fortune 1000.
- 6.20. **Final Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.
- 6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.
- 6.22. **Grant of Easement**: A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

- 6.23. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- 6.24. **Infrastructure:** The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the Make-Ready Infrastructure, if the Program Participant elects the self-installed Customer-Side Make-Ready Infrastructure option.
- 6.25. **Make-Ready Infrastructure:** Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the Make-Ready Infrastructure. The Utility-Side Infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready Infrastructure includes all infrastructure from the new panel that will be set as part of the Utility-Side Infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment. Participants will have the option to have SCE perform the Customer-Side Make-Ready Infrastructure work or perform that work themselves and qualify to receive the Customer-Side Make-Ready Rebate.
- 6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.
- 6.27. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD). The definition for enhance rebate qualifying sites include:
  - 6.27.1.**Residential properties** Structures that are designed to accommodate two or more tenants with shared parking areas.
  - 6.27.2. Apartment Buildings Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.
  - 6.27.3.**Retirement Communities, Townhomes, Condominiums** Residential communities with shared parking areas managed by an HOA or an equivalent association.

- 6.27.4.**Mobile Home Parks** Residential mobile home communities with shared parking areas.
- 6.27.5. **University & Military Housing** Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
- 6.27.6.**Timeshares** Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
- 6.27.7.Public Parking with Dedicated Overnight Resident Passes Public parking lots designated for nearby multi-family residents for overnight parking. Charging Stations can be open for public use during day-time hours.
- 6.28. **Network Service Provider:** The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements.
- 6.29. **Ports:** See Charging Stations.
- 6.30. **Power Levels:** Charging Equipment Power Levels.

**Level 1 (L1) Charging**: Low power charging, typically at or below 120 volts.

**Level 2 (L2) Charging**: Medium power charging, typically delivered between 220 and 240 volts.

**Direct Current Fast Charging (DCFC)**: Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

- 6.31. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details
- 6.32. **Program:** Also referred to as the Charge Ready Charging Infrastructure and Rebate Program. This Program is designed to help Program Participants install the charging infrastructure needed to enable drivers to refuel their light-duty electric vehicles.

- 6.33. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.
- 6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.
- 6.35. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.
- 6.36. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment, meets the qualification requirements for the Customer-Side Make-Ready Rebate, and/or the Maintenance and Networking Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.
- 6.37. **Site:** The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.
- 6.38. **Time-of-Use (TOU) Rate Plans:** Rate plans which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once.
- 6.39. Utility-Side Infrastructure: See Make-Ready Infrastructure.

# 7. Eligibility.

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- 7.1. Program Participant is a non-residential SCE entity with at least one active service account.
- 7.2. The installation site is located in SCE's service territory.
- 7.3. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- 7.4. Program Participant will comply with all Program requirements outlined in the Charge Ready Program Guidelines.
- 8. Additional Representations of Program Participant during the Term of the Agreement.

## Program Participant:

- 8.1. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- 8.2. All charging equipment must be selected from SCE's Approved Product List (APL) or otherwise approved by SCE for installation under this Program, in a quantity approved by SCE.
- 8.3. Program Participant agrees to have APL listed charging equipment installed by a qualified C-10 licensed and insured contractor.
- 8.4. Agrees to ensure their EVSE equipment installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.
- 8.5. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- 8.6. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- 8.7. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed and all associated costs will be the responsibility of the Program Participant.
- 8.8. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.
- 8.9. Program Participant authorizes SCE to act on Program Participant's behalf to voluntarily grant a Third Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all

meters participating in this Program. This authorization expires ten (10) years from the Charging Equipment's In-Service Date.

- 8.10. Program participant authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- 8.11. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- 8.12. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant). The Program Participant also acknowledges that reserved funding may be withdrawn, and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement.
- 8.13. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- 8.14. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Customer-Side Make-Ready Infrastructure, or Charging Equipment Maintenance and Networking program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the Participants costs.
- 8.15. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- 8.16. Participants must enroll in at least one qualifying Demand Response Program.
- 8.17. Agrees to ensure information of newly installed Charging Equipment, if accessible to the general public, will be registered with the US Department of Energy's Alternative Fuel Data Center (<u>https://</u>

afdc.energy.gov/stations/#/analyze), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (https://www.afdc.energy.gov/fuels/electricity\_locations.html#/find/ nearest?fuel=ELEC), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.

- 8.18. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those forms as SCE may request, in order for SCE to process any Rebate Payment.
- 8.19. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- 8.20. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the utility-side, and possibly the customer-side Infrastructure depending on the Participants choice. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.
- 8.21. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant's contract with the Charging Equipment Supplier(s) and installers.
- 8.22. SCE will pay the Maintenance and Networking Rebate to qualifying participants following the installation of the Charging Equipment and subject to Program Participant meeting all Program requirements.
- 8.23. For sites that qualify to participate under the Multi-Family Property sites definition by providing Public Parking with Dedicated Overnight Resident Passes, Participant agrees to ensure that overnight parking will be reserved and dedicated for nearby multi-family residents for the duration of the commitment period.

8.24. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

#### 9. **Term and Termination:**

- 9.1. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
- 9.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).
- 9.3. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 9.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.

## 10. Indemnification and Liability; No Representations or Warranties

10.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship

of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, Neither SCE nor Program Participant shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- 10.2. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall, at SCE's request, indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- 10.3. Responsibility for Repairs. If Participant -installed equipment damages SCE-owned Infrastructure, Participant will be responsible for any costs

associated with making any necessary repairs. If SCE identifies an improper installation of Participant-installed equipment, Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.

10.4. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant, at SCE's request, shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

## 11. Miscellaneous

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- 11.1. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Charging Infrastructure and Rebate Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- 11.2. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

- 11.3. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- 11.4. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 11.5. Should a conflict exist between the Charge Ready Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.
- 11.6. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

# AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

## Name of Program Participant: SOUTH PASADENA, CITY OF

## Name of Program Participant Representative:

Armine Chaparyan

#### Title of Program Participant Representative:

City Manager

I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

United by: Armine (Juapanyan) BBFROSSA0F2407.

#### Signature

Date: 11/16/2022

AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner, no separate signature is required.)

By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement within thirty (30) calendar days after Easement Agreement is provided by SCE.

#### Name of Property Owner Representative:

#### **Title of Property Owner Representative:**

I certify that I have authority to sign this Agreement on behalf of the Property Owner.

Signature

Date:

# Endnotes

#### **ATTACHMENT 4**

Arroyo Park Proposed SCE Charge Ready Charging Infrastructure and Rebate Participation Agreement

#### Charge Ready Charging Infrastructure and Rebate Participation Agreement

This Charge Ready Charging Infrastructure and Rebate Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and, (2) if applicable, remit the Charging Equipment Rebate, and/or the Maintenance and Networking Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and Customer-Side Make-Ready Infrastructure.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Charging Infrastructure and Rebate Program (the "Program").

#### APPROVED CHARGING PORTS

#### 1. Total Number of Approved Charging Ports:

The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed charging equipment, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE's discretion.

Number of Charging Ports and Power Levels approved by SCE.

#### Power Level (L2) Port count: 12

#### 2. **Rebates (if applicable):**

#### 2.1. Charging Equipment Rebate

If Program Participant is eligible to receive a rebate for the purchase and installation of charging equipment, the rebate amount paid to the Program

Participant will be reduced to ensure that when combined with any other thirdparty rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects that rebate values in effect at the time this agreement was issued:

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

#### APPROVED SITE LOCATION AND DESIGN

#### **3.** Description of Approved Location at the Site:

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

Site Description: SCE Infrastructure Upgrade for South Pasadena City Arroyo Park Parking Lot

Site Address: ARROYO PK/STONEY, SOUTH PASADENA, CA, 91030

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

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

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

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

SCE-installed Customer-Side Make-Ready Infrastructure.

#### PROGRAM PARTICIPATION TERMS AND CONDITIONS

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

- 6. **Definitions:** 
  - 6.1. **AHJ Authority Having Jurisdiction**: The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
  - 6.2. **Approved Product List:** The list of Charging Equipment meeting SCE's technical requirements and approved by SCE for use in its Charge Ready Programs. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).
  - 6.3. CalEnviroScreen: see Disadvantaged Communities.
  - 6.4. **Charging Equipment**: Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available. See also Power Levels.
  - 6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
  - 6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.
  - 6.7. Charging Ports: See Charging Stations.
  - 6.8. **Charging Stations EV Charging Equipment:** EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, each port must be capable of delivering full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must

be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.

- 6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.
- 6.10. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.
- 6.11. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- 6.12. CPUC's Transportation Electrification Safety Requirements Checklist: The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: <u>www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?</u> id=6442458882
- 6.13. Customer-Side Infrastructure: See "Make-Ready Infrastructure."
- 6.14. **Customer-Side Make-Ready Rebate**: The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the Customer-Side Make-Ready Infrastructure work, following the completed installation of the Make-Ready Infrastructure and submission of required documentation.
- 6.15. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.
- 6.16. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site status.

- 6.17. **Enrollment Portal**: The website where Program Participants can apply for the Program, check application status, and upload most required documents.
- 6.18. Electric Vehicle Infrastructure Training Program (EVITP) Certification: The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <u>https://www.evitp.org</u>.
- 6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list, subsidiaries of Fortune 1000 companies, corporate stores of Fortune 1000 companies, and international companies with annual revenue at or above the lowest cutoff point in Fortune 1000.
- 6.20. **Final Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.
- 6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.
- 6.22. **Grant of Easement**: A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure. ((see Appendix A link)
- 6.23. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- 6.24. Infrastructure: The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the Make-Ready Infrastructure, if the Program Participant elects the self-installed Customer-Side Make-Ready Infrastructure option.
- 6.25. **Make-Ready Infrastructure:** Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the Make-Ready Infrastructure. The Utility-Side Infrastructure includes all infrastructure

work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready Infrastructure includes all infrastructure from the new panel that will be set as part of the Utility-Side Infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment. Participants will have the option to have SCE perform the Customer-Side Make-Ready Infrastructure work or perform that work themselves and qualify to receive the Customer-Side Make-Ready Rebate.

- 6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.
- 6.27. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD). The definition for enhance rebate qualifying sites include:
  - 6.27.1.**Residential properties** Structures that are designed to accommodate two or more tenants with shared parking areas.
  - 6.27.2. Apartment Buildings Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.
  - 6.27.3.**Retirement Communities, Townhomes, Condominiums** Residential communities with shared parking areas managed by an HOA or an equivalent association.
  - 6.27.4.**Mobile Home Parks** Residential mobile home communities with shared parking areas.
  - 6.27.5. **University & Military Housing** Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
  - 6.27.6.**Timeshares** Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
  - 6.27.7.**Public Parking with Dedicated Overnight Resident Passes** Public parking lots designated for nearby multi-family residents for overnight parking. Charging Stations can be open for public use during day-time hours.
- 6.28. **Network Service Provider:** The third-party entity that will provide Network Services for the Charging Equipment. The Network Service

Provider will be required to transmit port level data and other information to SCE complying with Program requirements.

- 6.29. **Ports:** See Charging Stations.
- 6.30. **Power Levels:** Charging Equipment Power Levels.

**Level 1 (L1) Charging**: Low power charging, typically at or below 120 volts.

**Level 2 (L2) Charging**: Medium power charging, typically delivered between 220 and 240 volts.

**Direct Current Fast Charging (DCFC)**: Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

- 6.31. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details
- 6.32. **Program:** Also referred to as the Charge Ready Charging Infrastructure and Rebate Program. This Program is designed to help Program Participants install the charging infrastructure needed to enable drivers to refuel their light-duty electric vehicles.
- 6.33. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.
- 6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.
- 6.35. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.
- 6.36. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment, meets the qualification requirements for the Customer-Side Make-Ready Rebate, and/or the Maintenance and Networking Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.

- 6.37. **Site:** The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.
- 6.38. **Time-of-Use (TOU) Rate Plans:** Rate plans which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once.
- 6.39. Utility-Side Infrastructure: See Make-Ready Infrastructure.

#### 7. Eligibility.

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- 7.1. Program Participant is a non-residential SCE entity with at least one active service account.
- 7.2. The installation site is located in SCE's service territory.
- 7.3. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- 7.4. Program Participant will comply with all Program requirements outlined in the Charge Ready Program Guidelines.

### 8. Additional Representations of Program Participant during the Term of the Agreement.

#### Program Participant:

- 8.1. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- 8.2. All charging equipment must be approved by SCE for installation under this Program, in a quantity approved by SCE.
- 8.3. Program Participant agrees to have APL listed charging equipment installed by a qualified C-10 licensed and insured contractor.
- 8.4. Agrees to ensure their EVSE equipment installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be

installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.

- 8.5. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- 8.6. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- 8.7. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed and all associated costs will be the responsibility of the Program Participant.
- 8.8. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.
- 8.9. Program Participant authorizes SCE to act on Program Participant's behalf to voluntarily grant a Third Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all meters participating in this Program. This authorization expires ten (10) years from the Charging Equipment's In-Service Date.
- 8.10. Program participant authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- 8.11. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- 8.12. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant). The Program Participant also acknowledges that reserved funding may be withdrawn, and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement.

- 8.13. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- 8.14. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Customer-Side Make-Ready Infrastructure, or Charging Equipment Maintenance and Networking program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the Participants costs.
- 8.15. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- 8.16. Participants must enroll in at least one qualifying Demand Response Program.
- 8.17. Agrees to ensure information of newly installed Charging Equipment, if accessible to the general public, will be registered with the US Department of Energy's Alternative Fuel Data Center (<u>https://</u> <u>afdc.energy.gov/stations/#/analyze</u>), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (<u>https://www.afdc.energy.gov/fuels/electricity\_locations.html#/find/</u> <u>nearest?fuel=ELEC</u>), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- 8.18. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those forms as SCE may request, in order for SCE to process any Rebate Payment.
- 8.19. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- 8.20. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design,

and install the utility-side, and possibly the customer-side Infrastructure depending on the Participants choice. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.

- 8.21. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant's contract with the Charging Equipment Supplier(s) and installers.
- 8.22. SCE will pay the Maintenance and Networking Rebate to qualifying participants following the installation of the Charging Equipment and subject to Program Participant meeting all Program requirements.
- 8.23. For sites that qualify to participate under the Multi-Family Property sites definition by providing Public Parking with Dedicated Overnight Resident Passes, Participant agrees to ensure that overnight parking will be reserved and dedicated for nearby multi-family residents for the duration of the commitment period.
- 8.24. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

#### 9. **Term and Termination:**

- 9.1. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").
- 9.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).

9.3. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 9.b. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.

#### 10. Indemnification and Liability; No Representations or Warranties

10.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, Neither SCE nor Program Participant shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- 10.2. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall, at SCE's request, indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- 10.3. Responsibility for Repairs. If Participant -installed equipment damages SCE-owned Infrastructure, Participant will be responsible for any costs associated with making any necessary repairs. If SCE identifies an improper installation of Participant-installed equipment, Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.
- 10.4. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant, at SCE's request, shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with

counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

#### 11. Miscellaneous

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- 11.1. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Charging Infrastructure and Rebate Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- 11.2. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- 11.3. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- 11.4. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 11.5. Should a conflict exist between the Charge Ready Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.
- 11.6. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. SCE will report the

rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment. This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

#### AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

Name of Program Participant: SOUTH PASADENA, CITY OF

Name of Program Participant Representative:

#### Title of Program Participant Representative:

I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

#### Signature

Date:

AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner, no separate signature is required.)

By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you

have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement (see Appendix A link) within thirty (30) calendar days after Easement Agreement is provided by SCE.

Name of Property Owner Representative:

Title of Property Owner Representative:

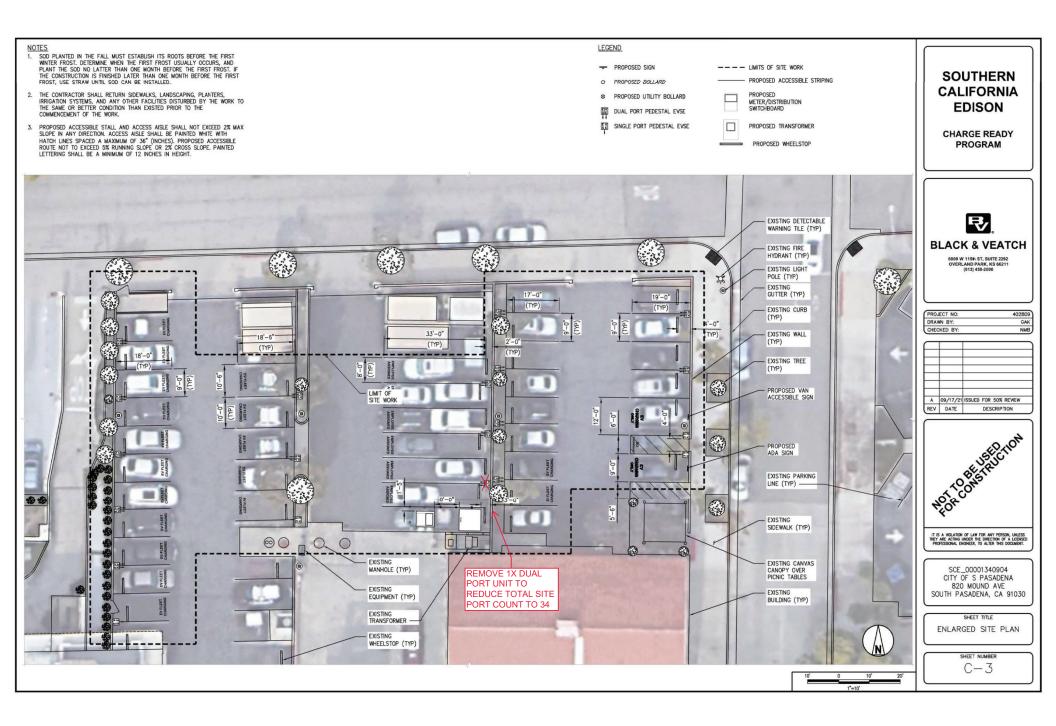
I certify that I have authority to sign this Agreement on behalf of the Property Owner.

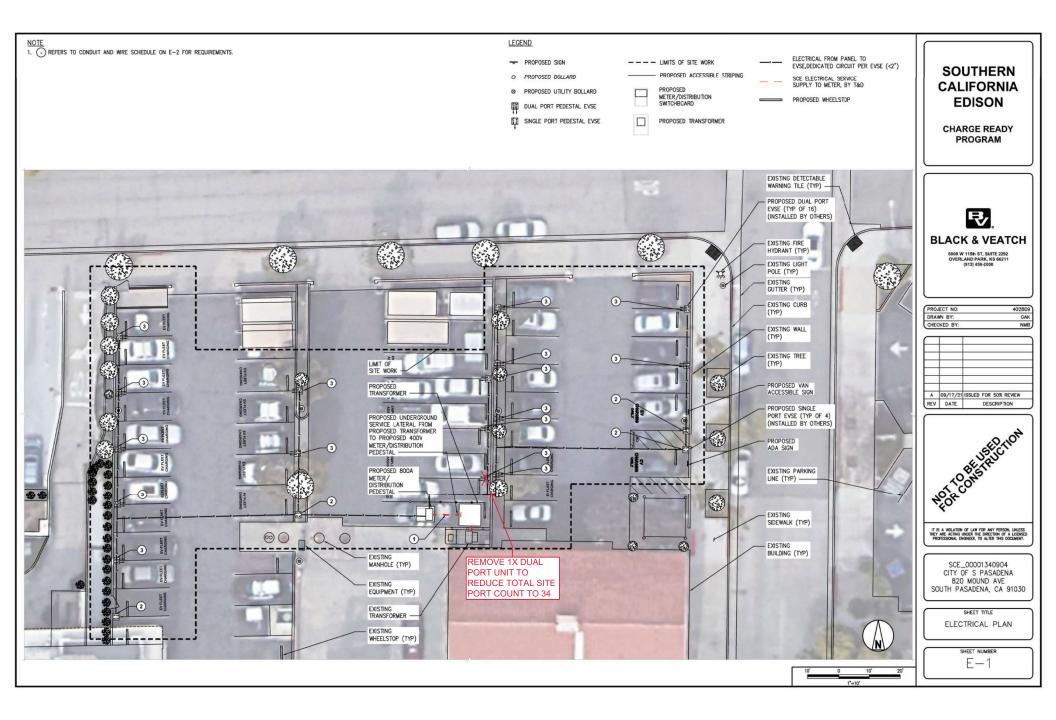
Signature Date:

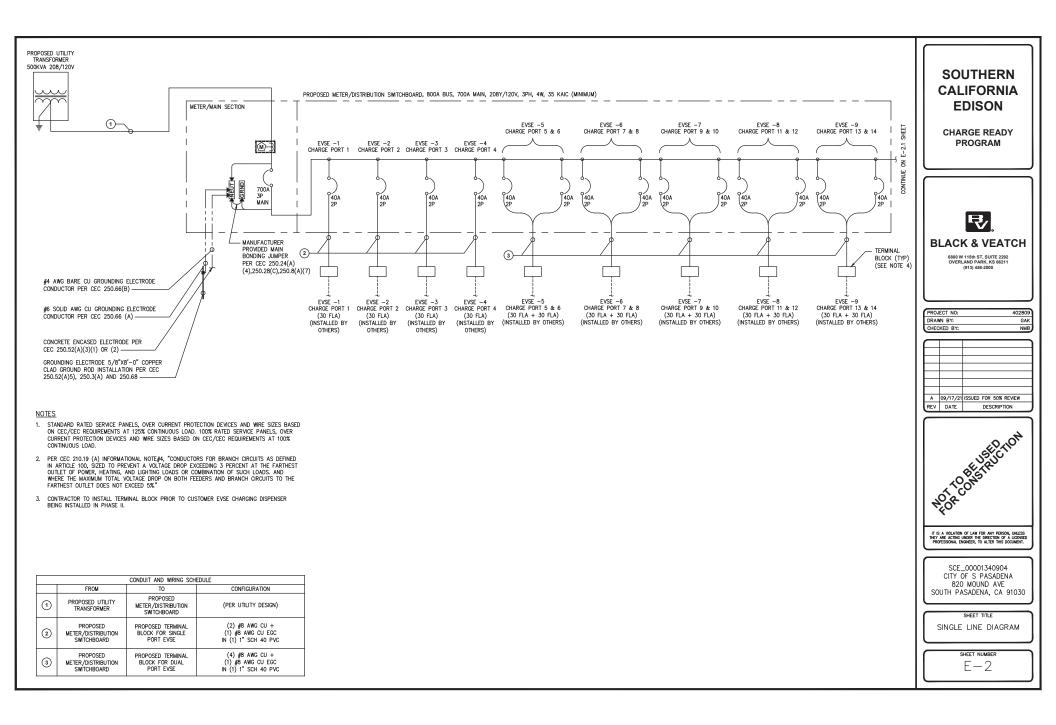
#### Endnotes

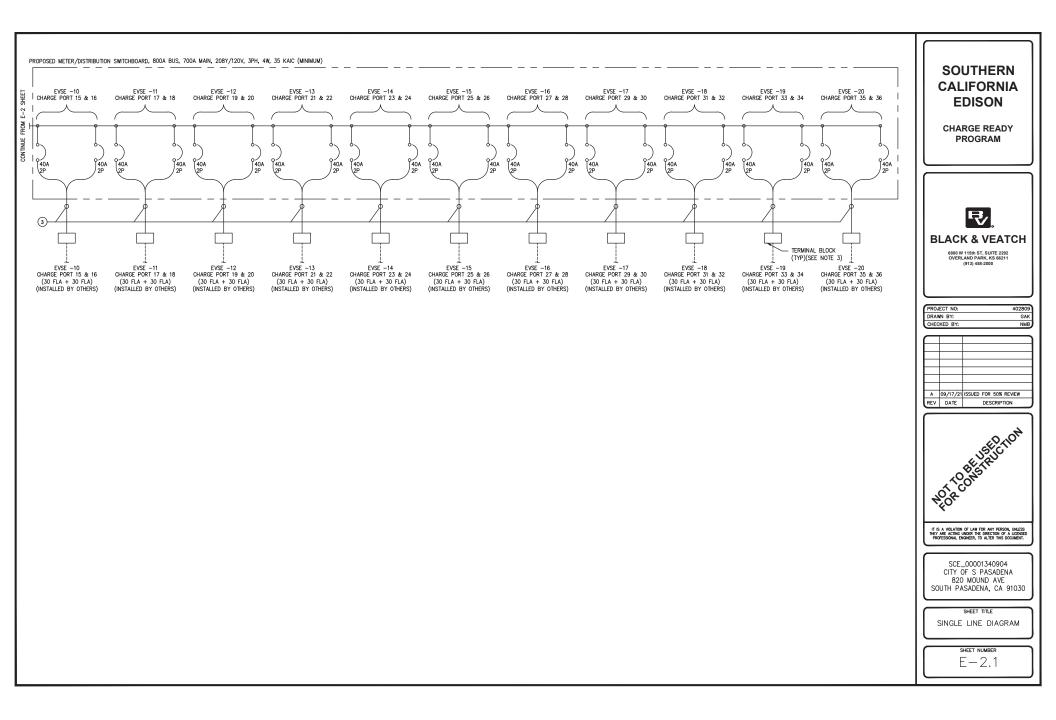
#### **ATTACHMENT 5**

Civic Center / City Hall Accepted Charge Ready Charging Infrastructure Conceptual Plan









#### **ATTACHMENT 6**

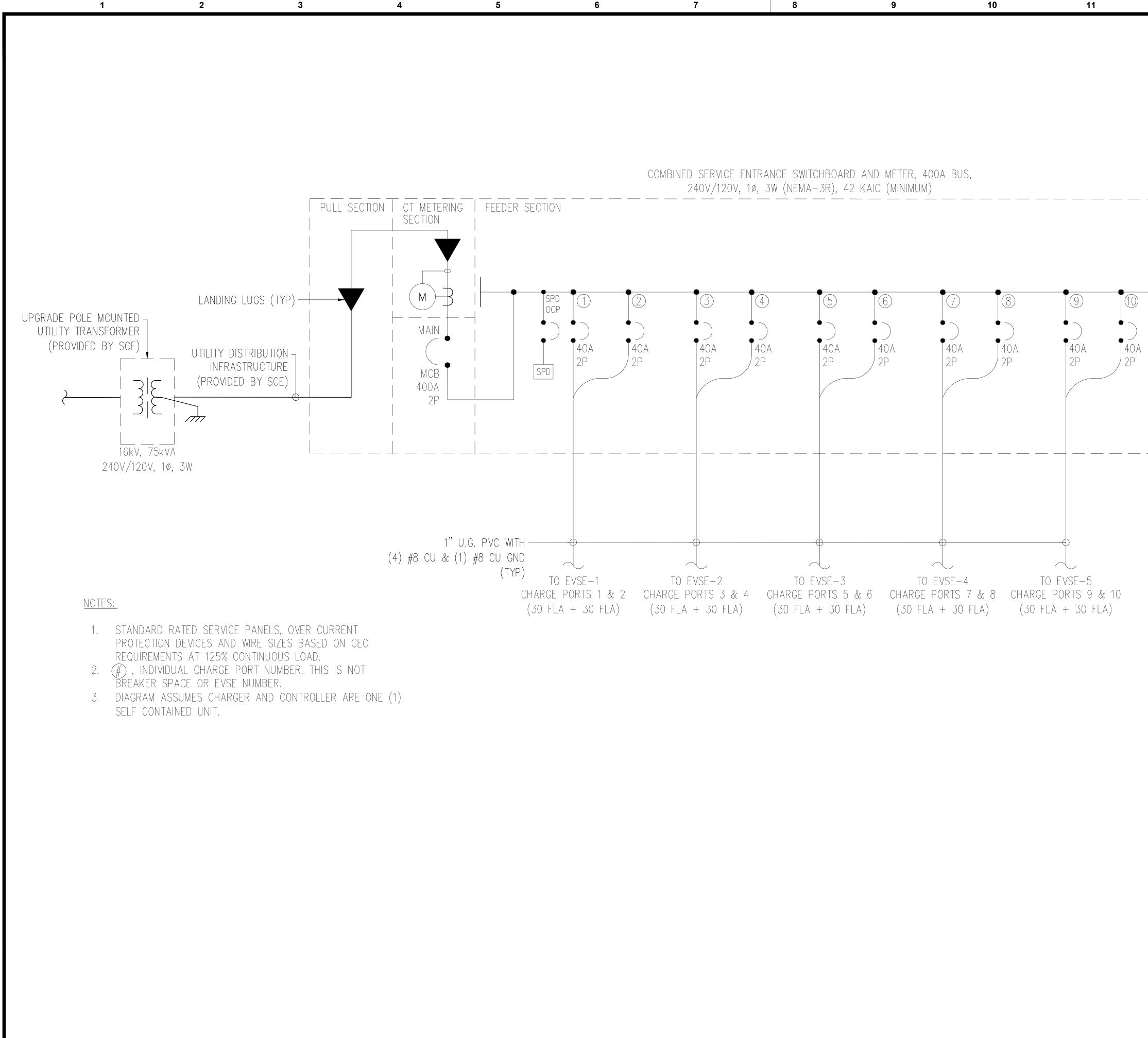
Arroyo Park Accepted Charge Ready Charging Infrastructure Conceptual Plan



		11 12 13			
	BOM	Description           Concrete foundation/pad for Pedestal-Mounted Electrical Panel/Step-Down(Up)           Transformer, and inverted handhold(s) when host-site required: Field-poured	Quantity 85 SF	no.     date     by     ckd     description       -     10/27/21     CTE     NRR     DUE DILIGENCE PHASE	
		concrete foundation/pad Barrier Post for service equipment - Including all material and installation: All Types and Sizes per UGS MC 830 and ESR 3 (4" diam x 2-1/2' tall with 2-1/2'	03 SF		
1 (19) (TYP)	2	below grade)Trenching for below grade utility installation, including excavation and backfill to	6 EA		А
	3	<ul> <li>95% compaction. Typical 24" wide x 4' below improvements</li> <li>Below grade PVC (3/4" to 1-1/2") conduit with all conduit-related materials,</li> </ul>	135 LF		
	4	<ul> <li>excluding ground excavation and backfill</li> <li>New meter/panel Pedestal (for SCE-supplied meter) with main breaker, complies</li> <li>with SCE approved EUSERC drawings Name brand such as Square-D, Siemens, GE</li> </ul>			
	5	<ul> <li>(price does not include connection to meter by T&amp;D): 400 Amp 1 Phase,</li> <li>120/240V pedestal, min 48 spaces</li> <li>Branch Circuit Breaker - Max frame size includes all trip plugs up to, but not to</li> </ul>	1 EA		в
	6	exceed listed frame size: 40 AMP Copper Wire/Conductor: #8 Copper Wire	10 EA 3100 LF		
11 17 EXISTING 400A PANEL	8	5/8" x 8' Ground Rod including all fittings, conductors & materials for installation: With #2 copper wire	2 EA		
	9	Saw cut of existing hardscape surface for trench installation: 3" to 6" thick. All Types: Concrete, asphaltic concrete, curb and gutter	120 LF		- C
	10	Removal of harden surfacing: Concrete, asphaltic concrete, curb and gutter Replacement of Asphalt Concrete, with Aggregate Base Subgrade per AHJ	840 SF		
16	11	requirements (SEE NOTE 7)	60 Tons	_	
EXISTING UG UTILITY SERVICE	<u>    12</u> 13	Traffic Striping Removal by Sandblasting Traffic Striping Replacement	1 EA 1 EA	SOUTHERN CALIFORNIA	
	14	Replacement of truncated domes: to include all materials and labor	37 Per SF	EDISON <sup>®</sup>	
	15	Concrete Wheel Stop	1 EA	An <i>EDISON INTERNATIONAL®</i> Company	D
	16 17	Clearing and Grubbing: less than or equal to 1,000 square feet Repair and/or Replace Landscape and Landscape Irrigation, like-in-kind: Turf	45 SF 40 SF	_	
	18	Maintain landscape Irrigation System for Unaffected Areas during Construction	1 EA		
EXISTING UTILITY SERVICE POLE		Station): Includes removal and grinding support flushed with concrete at			_
	19	installation, label conductor ends, install outdoor rated outlet for circuit testing to close permit, mechanical mounting	5 EA		
4 <sup>2</sup>				SubsectionAdate10/27/21designedCTEMRR	F
<u>IS:</u> ITEMS SHOWN IN BLACK AND NOTED IN BOM SHALL BE PROVIDED BY CONTRACTOR, ITEMS SHOWN IN RED SHALL BE PROVIDED BY SCE, ITEMS SHOWN IN HALFTONE ARE EXISTING OR		LEGEND: O PROPOSED BARRIER POST ————————————————————————————————————			G
SHALL BE PROVIDED BY CUSTOMER. PROPOSED TOTAL CHARGING SPACES ARE 10 SPACES. THERE WILL BE 1 VAN ACCESSIBLE		PROPOSED WHEEL STOP       PROPOSED SWITCHBOARD         EXISTING WHEEL STOP       Image: Comparison of the state			
EVSE SPACE, 1 STANDARD ACCESSIBLE UNRESERVED EVSE SPACE ,AND 8 STANDARD EVSE SPACES. EVSE LAYOUT BASED ON INSTALLATION OF 5 DUAL PORT CHARGERS.		<ul> <li>LIMITS OF WORK</li> <li>PROPOSED ACCESSIBLE SIGNAGE</li> <li>UTILITY HAND HOLE</li> </ul>	NUMBER		н
SITE SURVEY TO CONFIRM ANY CONFLICT WITH EXISTING UTILITIES, SITE REQUIRED GRADING,		PROPOSED CONCRETE		614 STONEY DRIVE	
AND EXISTING DRAINAGE PATTERNS. WI-FI OR CELLULAR COMMUNICATION CAN BE USED TO PROVIDE NETWORK CONNECTIVITY FOR		DUAL PORT EV CHARGER	FENCE	SOUTH PASADENA, CA 91030	
CHARGERS. TO BE COORDINATED BY THE CUSTOMER. CUSTOMER CONTRACTOR IS RESPONSIBLE FOR INSTALLING EVSE EQUIPMENT. DESIGN IS		PROPOSED ACCESSIBLE PATH OF TRAVEL PROPOSED ELECTRICAL CIRCUIT		ARROYO PARK - CITY OF SOUTH PASADENA EVCS	
PRELIMINARY AND TO BE MODIFIED PER FINAL CHARGER PROCURED.		IN UNDERGROUND CONDUIT Electrical service, by sce		SITE PLAN project contract	
A WIDTH OF 2', A WEIGHT DENSITY OF 145 PCF FOR ASPHALT CONCRETE, AND A DEPTH OF 1' WERE ASSUMED FOR CALCULATION.		PROPOSED TRUNCATED DOMES		1403705 rev.	
MAINTAIN LANDSCAPE IRRIGATION SYSTEM FOR UNAFFECTED AREAS DURING CONSTRUCTION.				DD1-sheet1of2sheetsfileArroyoParkHighLevelConceptPlan	

Description	Quantity	no. date by cl	d description	
Concrete foundation/pad for Pedestal-Mounted Electrical Panel/Step-Down(U		- 10/27/21 CTE NF	RR DUE DILIGENCE PHASE	
Transformer, and inverted handhold(s) when host-site required: Field-pour				
 concrete foundation/pad	85 SF	_		
Barrier Post for service equipment - Including all material and installation: All				
Types and Sizes per UGS MC 830 and ESR 3 (4" diam x 2-1/2' tall with 2-1/2' holow grade)				
 below grade)	6 EA	_		Α
Trenching for below grade utility installation, including excavation and backfi				
95% compaction. Typical 24" wide x 4' below improvements	135 LF	_		
Below grade PVC (3/4" to 1-1/2") conduit with all conduit-related materials,				
excluding ground excavation and backfill	630 LF	_		
New meter/panel Pedestal (for SCE-supplied meter) with main breaker, comp				
with SCE approved EUSERC drawings Name brand such as Square-D, Siemens,	, GE			
(price does not include connection to meter by T&D): 400 Amp 1 Phase,				
120/240V pedestal, min 48 spaces	1 EA	_		В
Branch Circuit Breaker - Max frame size includes all trip plugs up to, but not to				
 exceed listed frame size: 40 AMP	10 EA	_		
 Copper Wire/Conductor: #8 Copper Wire	3100 LF	_		
5/8" x 8' Ground Rod including all fittings, conductors & materials for				
 installation: With #2 copper wire	2 EA	_		
Saw cut of existing hardscape surface for trench installation: 3" to 6" thick. Al				
 Types: Concrete, asphaltic concrete, curb and gutter	120 LF	_		С
Removal of harden surfacing: Concrete, asphaltic concrete, curb and gutter	840 SF	_		
Replacement of Asphalt Concrete, with Aggregate Base Subgrade per AHJ				
requirements (SEE NOTE 7)	60 Tons	_		
 Traffic Striping Removal by Sandblasting	1 EA		JTHERN CALIFORNIA	
Traffic Striping Replacement	1 EA			
Replacement of truncated domes: to include all materials and labor	37 Per SF			
 Concrete Wheel Stop	1 EA		<i>RNATIONAL®</i> Company	D
Clearing and Grubbing: less than or equal to 1,000 square feet	45 SF	_		
Repair and/or Replace Landscape and Landscape Irrigation, like-in-kind: Turf Maintain landscape Irrigation System for Unaffected Areas during Construction		_		
Station): Includes removal and grinding support flushed with concrete at		-		
installation, label conductor ends, install outdoor rated outlet for circuit testing	ng			
to close permit, mechanical mounting	5 EA			
		_		
		<b>BUR</b>	NS	Е
			LEGE BLVD, SUITE 100	
			, CA 92821	
		(714)	256-1595	
		date	detailed	F
		10/27/21	MP	
		designed	checked	
		CTE	NRR	
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				G
LEGEND:				
	TRAFFIC STRIPING			
PROPOSED WHEEL STOP	SUARD			
EXISTING WHEEL STOP				
EXISTING SCE SER	VICE POLE			
LIMITS OF WORK (xx) BILL OF MATERIAL	ITEM NUMBER			н
- PROPOSED ACCESSIBLE SIGNAGE				
UTILITY HAND HOLE				
DUAL PORT EV CHARGER	POST FENCE		ONEY DRIVE ADENA, CA 91030	
PROPOSED ACCESSIBLE PATH OF TRAVEL				
PROPOSED ELECTRICAL CIRCUIT			<b>Y OF SOUTH PASADENA</b> EVCS	1
IN UNDERGROUND CONDUIT			E PLAN	
ELECTRICAL SERVICE, BY SCE		project	contract	
PROPOSED TRUNCATED DOMES		1403705		
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file Arroyo Park High Level Concept Plan





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sheet 2 of 2 sheets file Arroyo Park High Level Concept Plan

#### **ATTACHMENT 7**

Update on Electrification and Police Department Fleet



#### City of South Pasadena Police Department



Date:April 26, 2023From:Ted Gerber, Public Works DirectorVia:Arminé Chaparyan, City ManagerTo:City CouncilSubject:Update on Electrification and Police Department Fleet

City Council received an update on the Police Department Fleet and Citywide Electrification on March 1, 2023, and as part of that effort, staff agreed to provide regular updates.

The following are significant items to note as part of our City Council update:

• When will the police vehicles be on site and what is the status of their upfitting?

Two police vehicles are almost complete with their upfitting. They should be on site at a South Pasadena location by the end of May 2023. One Police Patrol Model Y vehicle is completing its final integration of electronic systems before attaching light systems and finishing touches, and one Police Administrative Model 3 vehicle is completing its final exterior treatment.

• What steps are being taken to ensure a regular and consistent schedule for the delivery, upfitting, and return of the vehicles?

City staff are working with the upfitting contractor to develop a schedule of delivery, installation, and return that is regular and consistent – which should be established once the first round of vehicles have been completed. It is expected that all 10 patrol vehicles will be ready in the late fall or early winter.

### • What progress has been made by staff in collaboration with the Clean Power Alliance and their consultant?

Staff met with the Clean Power Alliance (CPA) and their solar power system consultant, Ecomotion, on April 6, 2023, for a complete walk-through of City Hall to assess circuitry, access, and potential design issues. The team is beginning their early design phase considering City Hall's power needs under normal and emergency circumstances. In this same effort, City Staff are working to refine critical City Hall needs, back-up power requirements, and overall deployment of the system.

### • What is the purpose of the recently installed Level 3 CCS1 charging adapter at the Arroyo location and how will it support the charging needs Police vehicles?

BTC Power recently completed the installation of an additional Level 3 CCS1 charging port at the City CNG Station/Storage Yard in South Pasadena on April 21, 2023. The new port will provide charging support for Community Services' new bus vehicles, and serve as a backup charging location for Police vehicles. The charger has been tested and is working as expected.

### • What actions have staff taken to move South Pasadena's charging system project forward?

Staff and the City Attorney worked with SCE to secure an early agreement to move forward with technical/system planning in an accelerated fashion. With support from an electrification consultant, staff secured SCE's pre-approval of the charging system technical requirements and moved South Pasadena's project to the Design/Planning stage. This is a significant milestone. SCE's technical staff have begun preliminary design work and on-site survey work ahead of schedule.

#### • What is the status of the community outreach efforts?

A final draft presentation for community outreach has been finalized, and the Police staff are scheduling an upcoming meeting.

### • What is the current status of South Pasadena's application for support from the Mobile Source Pollution Reduction Committee (MSRC)?

The Mobile Source Pollution Reduction Committee (MSRC) approved South Pasadena's application for support. With the expectation that South Coast Air Quality Management District (SCAQMD) Board will provide final approval in May 2023, staff will work with MSRC and SCE to develop and finalize a press release announcing the overall project.  Are there any plans to publicly announce the progress of the project, and if so, what is the timeframe for a potential press conference to share the latest updates on the early progress with the project?

Yes, City staff are planning to hold a press conference in the coming months to discuss the project's progress. This will include information on the Police vehicle upfitting, the installation of charging infrastructure, and the status of the MSRC grant, as well as updates related to the efforts of our project partners at the Community Power Alliance and Southern California Edison.

• Can you provide an update on the invoice and payment situation with Enterprise Fleet Management (Enterprise) for the Model 3 vehicles, including any recent developments and the total amount to be covered for the remainder of the FY22-23 fiscal year?

The initial invoice received from Enterprise required an adjustment to the invoice amount. The invoice also incorrectly listed the vehicle model. Police staff reviewed the invoice and met with the Finance Department and Enterprise to address the invoice concerns. In late April, Enterprise corrected the invoice to reflect the appropriate amount.

This initial invoice, which includes the down payment, registration, taxes, and monthly payments for February, March and April is \$163,803.91. This payment will reflect on the May 17, 2023 City Council Meeting warrant run. The ongoing monthly payment for the Model 3 vehicles is \$7,760.09. The City is not currently responsible for payment of the Model Y patrol vehicles yet, because they have not been outfitted as patrol vehicles, and therefore have not been deployed. This condition is reflected in the agreement with Enterprise Fleet Management.

City staff are working with the upfitting contractor to develop an installation schedule, however, it is expected that all 10 patrol vehicles will be ready in the late fall or early winter.