



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AMENDED AGENDA

**SPECIAL MEETING
CLOSED SESSION**

WEDNESDAY, OCTOBER 04, 2023, 6:00 P.M.

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030 and the teleconference location. 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 and the teleconference location.
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Meeting ID: 226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- 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=aEFuSGszQ2I5WjJkemoTms0RTIVUT09>; or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER: Mayor Jon Primuth

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

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

1. Property Addresses:

- a. 215 Fairview Avenue, APN 5317-007-903
- b. 302 Fairview Avenue, APN 5317-012-903
- c. 529 Prospect Avenue, APN 5317-036-904
- d. 530 Orange Grove Avenue, APN 5317-036-900
- e. 534 Orange Grove Avenue, APN 5317-036-903
- f. 535 Meridian Avenue, APN 5317-036-903
- g. 540 Prospect Avenue, APN 5317-035-901
- h. 901 Bonita Drive, APN 5310-020-903
- i. 1037 & 1039 Grevalia Avenue, APN 5315-012-903
- j. 808 Valley View Road, APN 5310-020-901
- k. 822 Valley View Road, APN 5310-020-902
- l. 216 Fairview Avenue
- m. 217 Fremont Avenue, APN 5317-012-901
- n. 225 Fremont Avenue, APN 5317-012-902
- o. 1131 Columbia Street, APN 5317-012-900
- p. 1707 Meridian Avenue, APN 5310-031-903
- q. 1008 Hope and 1002 and 726 Meridian, APN 5315-013-906

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: California Department of Transportation

Under Negotiation: Price and Terms of Payment

2. Property Address: 435 Fair Oaks Avenue

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: South Pasadena Tournament of Roses Foundation

Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION

(Government Code Section 54945.9(d)(2))

Number of Potential Cases: 1

C. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

- 1. *City of South Pasadena, et al. vs California Department of Transportation, et al.* (LASC Case No. 21STCP01779)
- 2. *Californians for Homeownership, Inc., vs. City of South Pasadena* (LASC Case No. 22STCP01388)

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **October 04, 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.*

10/03/2023

/S/

Date

Mark Perez, Deputy City Clerk



CITY OF SOUTH PASADENA
CITY COUNCIL

AMENDED AGENDA

REGULAR MEETING
WEDNESDAY, OCTOBER 04, 2023, AT 7:00 P.M.

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

CALL TO ORDER: Mayor Jon Primuth

ROLL CALL:

Mayor	Jon Primuth
Mayor Pro Tem	Evelyn G. Zneimer
Councilmember	Jack Donovan
Councilmember	Michael A. Cacciotti
Councilmember	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 will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. 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. PROCLAMATION IN SUPPORT OF THE SAN GABRIEL MOUNTAINS NATIONAL MONUMENT IN THE CITY OF SOUTH PASADENA****4. PROCLAMATION DECLARING OCTOBER AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN THE CITY OF SOUTH PASADENA****5. CLEAN POWER ALLIANCE PRESENTATION****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. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$54,419.43; GENERAL CITY WARRANTS IN THE AMOUNT OF \$491,755.14; ONLINE PAYMENTS IN THE AMOUNT OF \$41,612.60; TRANSFERS IN THE AMOUNT OF \$3,002,255.52; PAYROLL IN THE AMOUNT OF \$857,382.10**

Recommendation

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

8. **CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE LIBRARY SPECIAL TAX ANNUAL REPORT AND AUTHORIZING THE COLLECTION OF THE TAX FOR FISCAL YEAR 2023-2024**

Recommendation

It is recommended that the City Council consider adoption of a resolution approving the Library Special Tax Annual Report and authorizing the collection of the Tax by the County of Los Angeles at the Fiscal Year 2023-2024 rates.

9. **CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES, INC., FOR TEMPORARY STAFFING SERVICES**

Recommendation

It is recommended that the City Council consider:

1. Approval of the Second Amendment to the Professional Services Agreement with MV Cheng and Associates, Inc., for temporary staffing services, extending the agreement to June 30, 2024; and
2. Authorize the City Manager, or designee, to execute the Second Amendment.

10. **CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING A PURCHASE ORDER WITH CDW GOVERNMENT, IN THE AMOUNT NOT-TO-EXCEED OF \$135,000 FOR THE PURCHASE OF NETWORK HARDWARE EQUIPMENT, UTILIZING THE SOURCEWELL AND PEPPM COOPERATIVE PURCHASING PROGRAMS**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING A PURCHASE ORDER WITH CDW GOVERNMENT, IN THE AMOUNT NOT TO EXCEED OF \$135,000 FOR THE PURCHASE OF NETWORK HARDWARE EQUIPMENT, UTILIZING THE SOURCEWELL AND PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS COOPERATIVE PURCHASING PROGRAMS

Recommendation

It is recommended that the City Council consider:

1. Adopting a resolution approving a purchase order with CDW Government, in the amount not to exceed \$135,000, for the purchase of network hardware equipment;
2. Approve the use of the Sourcewell and PEPPM cooperative purchasing programs for the procurement pursuant to Section 2-99-29(19) and the City's Purchasing Policy; and
3. Authorize the City Manager, or designee, to effectuate the purchase.

11. **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH CALIFORNIA METRO PATROL FOR SECURITY GUARD CONCIERGE SERVICES IN AN AMOUNT NOT-TO-EXCEED \$84,600 AND TO EXTEND AGREEMENT FOR UP TO 12 MONTHS**

Recommendation

It is recommended that the City Council consider approving the amendment to the agreement with California Metro Patrol for security guard concierge services to increase the contract amount by \$84,600, extend the agreement for up to an additional 12-month period, and authorize the City Manager to execute the amendment.

12. **CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR FEBRUARY 15, 2023 AND MARCH 1, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meetings of February 15, 2023 and March 1, 2023.

13. **SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA GRANTING AUTHORITY TO THE CITY MANAGER TO EXECUTE CERTAIN CONTRACTS AND OTHER LEGAL INSTRUMENTS AND AMENDING SECTION 2-18-6 OF THE SOUTH PASADENA MUNICIPAL CODE**

ORDINANCE

AN AN ORDINANCE OF THE CITY OF SOUTH PASADENA
GRANTING AUTHORITY TO THE CITY MANAGER TO
EXECUTE CERTAIN CONTRACTS AND OTHER LEGAL
INSTRUMENTS AND AMENDING SECTION 2.18-6 OF THE
SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council consider the adoption of an "Ordinance of the City of South Pasadena Granting Authority to the City Manager to Execute Certain Contracts and Other Legal Instruments and Amending Section 2-18-6 of the South Pasadena Municipal Code."

14. **ACCEPT PROJECT COMPLETION, AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE FAIR OAKS AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT TO CROSTOWN ELECTRICAL AND DATA, INC. IN THE AMOUNT OF \$27,368.57**

Recommendation

It is recommended that the City Council consider:

1. Accepting the Fair Oaks Avenue Traffic Signal Improvements Project (Project) as complete; and
2. Authorizing the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorizing release of retention payment to Crosstown Electrical and Data, Inc. (Contractor) in the amount of \$27,368.57.

15. **CONSIDERATION OF THE ADOPTION OF AN (A) ORDINANCE TO RESCIND THE MISSION STREET SPECIFIC PLAN, AND ADOPTION OF ORDINANCES TO AMEND THE SOUTH PASADENA MUNICIPAL CODE CHAPTER 36 (ZONING): (B) PERTAINING TO A NEW MIXED-USE OVERLAY DISTRICT, ELIMINATING THE FOCUS AREA OVERLAY DISTRICT, ADDING REFERENCES TO THE NEW DOWNTOWN SPECIFIC PLAN, ADOPTION OF A NEW ZONING MAP, (C) UPDATING AFFORDABLE HOUSING INCENTIVES SECTION, (D) ADDING EMPLOYEE HOUSING SECTIONS, AND (E) UPDATING INCLUSIONARY HOUSING REQUIREMENTS.**

Recommendation

It is recommended that the City Council consider adoption of the Ordinances on second reading as follows:

- a. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RESCINDING THE MISSION STREET SPECIFIC PLAN AS ADOPTED IN ORDINANCE NO. 2035
- b. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATED TO INCREASED DENSITY INCLUDING REZONING THE EXISTING FOCUSED AREA OVERLAY ZONE TO MIXED-USE OVERLAY ZONE AND AMENDING THE ZONING MAP IN COMPLIANCE WITH THE UPDATED GENERAL PLAN AND THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT
- c. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION 36.370 (AFFORDABLE HOUSING INCENTIVES) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO REVISE REGULATIONS TO CONFORM TO STATE DENSITY BONUS LAW (CALIFORNIA GOVERNMENT CODE SECTION 65915)
- d. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 ARTICLE 2 DIVISION 36.22 AND CHAPTER 36 ARTICLE 3 DIVISION 36.350 OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATING TO EMPLOYEE HOUSING
- e. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION 36.375 OF THE CITY CODE OF THE CITY OF SOUTH PASADENA CODE RELATING TO INCLUSIONARY HOUSING REQUIREMENTS

PUBLIC COMMENT – CONTINUED

16. **CONTINUED PUBLIC COMMENT – GENERAL**

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

COMMUNICATIONS

17. COUNCILMEMBER COMMUNICATIONS

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

18. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

October 14, 2023	Strategic Plan Study Session (Youth House)	9:00 A.M.
October 18, 2023	Regular City Council Meeting	7:00 P.M.
November 1, 2023	Special Joint City Council Meeting with the Finance Commission	TBD
November 15, 2023	Special Joint City Council Meeting with the Public Safety Commission	TBD

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

www.southpasadenaca.gov/CityCouncilMeetings2023


Regular meetings are live streamed via the internet at:

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **October 4, 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.*

10/02/2023	<i>/S/</i>
Date	Mark Perez, Deputy City Clerk

CITY OF SOUTH PASADENA

PROCLAMATION



Proclamation in Support of the San Gabriel Mountains National Monument in the City of South Pasadena

WHEREAS, In 2014, President Barack Obama used the Antiquities Act to designate approximately 346,177 acres of the San Gabriel Mountains as a National Monument; and

WHEREAS, The San Gabriel Mountains Expansion Monument Expansion Campaign is championing to use the Antiquities Act to add 109,000 acres to the San Gabriel Mountains National Monument. This would permanently protect a significant portion of the western Angeles National Forest in the Los Angeles, California metropolitan area; and

WHEREAS, The goal of adding these public lands to the existing monument will help increase equitable access to the outdoors for nearby historically underserved communities, may help increase funding for agency staff to improve management of recreation and other activities on these lands, improve visitor experience, conserve a critical drinking water source for local residents, protect wildlife habitat and migration corridors and address the climate and biodiversity crises; and

WHEREAS, Representative Judy Chu and Senator Alex Padilla have officially made the request that President Biden use the Antiquities Act to expand the San Gabriel Mountain National Monument by 109,000 acres of the western frontage section - that stretches from Arcadia to Sylmar, and recently, the Los Angeles County board of Supervisors passed a motion in support of the expansion; and

WHEREAS, Support is a critical step towards permanently protecting the mountains and safeguarding public lands in the western Angeles Forest that were not included in the original monument designation. These lands are the gateway to the forest and welcome millions of visitors each year.

NOW, THEREFORE, I, Jon Primuth, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim support the San Gabriel Mountains National Monument.

Jon Primuth, Mayor

10/04/2023
Date

CITY OF SOUTH PASADENA

PROCLAMATION



Proclamation Declaring October as National Disability Employment Awareness Month in the City of South Pasadena

- WHEREAS, October 2023 marks the 77th anniversary of National Disability Employment Awareness Month; and
WHEREAS, The purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and
WHEREAS, The history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week;" and
WHEREAS, In 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; and
WHEREAS, In 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and
WHEREAS, Workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and
WHEREAS, Activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm South Pasadena's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities.

Therefore, be it RESOLVED, that the city of South Pasadena recognize and commemorate the 77th anniversary of National Disability Employment Awareness Month; and be it further:

RESOLVED, That the City of South Pasadena call upon employers, schools, and other community organizations in South Pasadena to observe October with appropriate programs and activities, and to advance its important message that people with disabilities add value and talent to our workplaces and communities; and be it further

RESOLVED, That the City of South Pasadena pledge to continue to take steps throughout the year to recruit, hire, retain, and advance individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.

NOW, THEREFORE, I, Jon Primuth, Mayor, on behalf of the City Council of the City of South Pasadena, do hereby proclaim October as National Disability Employment Awareness Month.

_____, 10/4/2023
Jon Primuth, Mayor Date



City Council Agenda Report

ITEM NO. 7

DATE: October 4, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Hsiulee Tran, Deputy Finance Director

SUBJECT: Approval of Prepaid Warrants in the Amount of \$54,419.43; General City Warrants in the Amount of \$491,755.14; Online Payments in the Amount of \$41,612.60; Transfers in the Amount of \$3,002,255.52; Payroll in the Amount of \$857,382.10

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 317495-317502	\$	31,112.85
ACH	\$	23,306.58
Voids	\$	0

General City Warrants:

Warrant # 317503-317574	\$	369,316.48
ACH	\$	122,438.66
Voids	\$	0

Payroll Period Ending: 09/15/2023

Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	3,000,000.00
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	2,255.52
Wire Transfers Out – To (Acct # 1936)	\$	0
Online Payments	\$	41,612.60
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>4,447,424.79</u>
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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

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

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

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

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

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

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

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

Approval of Warrants

October 4, 2023

Page 3 of 3

Attachments:

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

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ATTACHMENT 1
Warrant Summary

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

10/4/2023

Fund No.	Amounts	
	Prepaid	Written
General Fund	35,270.97	385,580.93
Insurance Fund	-	15,419.30
Street Improvement Program	-	-
Technology Surcharge Fund	-	-
Facilities & Equip.Cap. Fund	8,407.36	-
Programs and Projects	-	-
Local Transit Return "A"	94.89	1,166.12
SLFRF Fund	-	-
Local Transit Return "C"	-	-
TEA/Metro	-	-
Sewer Fund	94.87	242.76
CTC Traffic Improvement	-	-
SB2 Planning Grant	-	-
Rogan HR5294 Grant	-	-
Street Lighting Fund	94.87	50,438.08
Public, Education & Govt Fund	-	-
Clean Air Act Fund	-	-
Business Improvement Tax	-	-
Gold Line Mitigation Fund	-	-
Mission Meridian Public Garage	-	-
Housing Authority Fund	-	-
State Gas Tax	94.87	3,998.75
County Park Bond Fund	-	4,032.68
Measure R	-	-
Measure M	-	-
Road Maint & Rehab (SB1)	-	-
MSRC Grant Fund	-	-
Measure W	-	-
Measure H	-	-
Prop C Exchange Fund	-	-
Bike & Pedestrian Paths	-	-
BTA Grants	-	-
Golden Street Grant	-	-
Capital Growth Fund	-	-
CDBG	-	-
Asset Forfeiture	-	-
Police Grants - State	-	-
Homeland Security Grant	-	-
Park Impact Fees	-	-
Historic Preservation Grant	-	-
HSIP Grant	-	-
Arroyo Seco Golf Course	-	-
Sewer Capital Projects Fund	-	-
400 Capital Improvement Program	-	6,315.00
Water Fund	476.87	9,302.87
Water Efficiency Fund	-	13,932.00
2016 Water Revenue Bonds Fund	-	-
SRF Loan - Water	-	-
Water & Sewer Impact Fee	-	-
Public Financing Authority	-	-
Payroll Clearing Fund	3,237.15	1,326.65
		-
Column Totals:	47,771.85	491,755.14

Fund No.	Amounts	
	Prepaid	Written
RSA	6,647.58	-
RSA Report Totals:	6,647.58	-
City Report Totals:		546,174.57

Payroll Period Ending: 09/15/2023	857,382.10
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	3,000,000.00
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	2,255.52
Wire Transfer Out - To Acct. # 1936	-
Online Payments	41,612.60
Voids - Prepaid	-
Voids - General Warrant	-
Grand Report Total:	4,447,424.79

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

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ATTACHMENT 2
Prepaid Warrant List

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Accounts Payable

Check Detail

User: calvarez
 Printed: 09/27/2023 - 8:44AM



Check Number	Check Date		Amount
ENTERPRI - Enterprise FM Trust			
317495	09/14/2023		
Inv	FBN4842555		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/06/2023	Monthly Tesla Lease Payment - September 2023		8,407.36
Inv FBN4842555 Total			8,407.36
317495 Total:			8,407.36
ENTERPRI - Enterprise FM Trust Total:			8,407.36
PBGF8031 - Pitney Bowes Global Financial Services LLC			
317496	09/14/2023		
Inv	3106248153		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		1.79
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		589.31
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		137.88
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		12.96
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		187.27
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		37.55
08/30/2023	Pitney Bowes Lease: 06/30/2023-09/29/2023		1.34
Inv 3106248153 Total			968.10
317496 Total:			968.10
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:			968.10
USBANK - U.S. Bank NA			
0	09/14/2023		
Inv	2389683		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/12/2023	Debt Service Payment - South Pasadena 2000-1		-4,152.42
09/12/2023	Debt Service Payment - South Pasadena 2000-1		10,800.00
Inv 2389683 Total			6,647.58
0 Total:			6,647.58

Check Number Check Date

Amount

USBANK - U.S. Bank NA Total:

6,647.58

Total:

16,023.04

Accounts Payable

Check Detail

User: calvarez
 Printed: 09/27/2023 - 8:45AM



Check Number	Check Date	Amount
CAME2015 - CA Maintenance & Environmental		
0	09/21/2023	
Inv	2017 Credit	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/26/2023	2017 Credit	-25.00
Inv	2017 Credit Total	-25.00
Inv	35744	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2022	Tank Inspection-Civic Center 3.10.22 Monitor Display repair	130.00
Inv	35744 Total	130.00
Inv	35830	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Tank Inspection-Yard March 2022	250.00
Inv	35830 Total	250.00
Inv	35831	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2022	Tank Inspection-Civic Center March 2022	250.00
Inv	35831 Total	250.00
Inv	36256	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Tank Inspection-Yard June 2022	125.00
Inv	36256 Total	125.00
Inv	36257	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2022	Tank Inspection-Civic Center June 2022	125.00
Inv	36257 Total	125.00
Inv	36382	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Tank Inspection-Yard July 2022	125.00
Inv	36382 Total	125.00

Check Number	Check Date	Amount
Inv 36383		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2022	Tank Inspection-Civic Center July 2022	125.00
Inv 36383 Total		125.00
Inv 36539		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Tank Inspection-Yard Aug 2022	125.00
Inv 36539 Total		125.00
Inv 36540		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2022	Tank Inspection-Civic Center Aug 2022	125.00
Inv 36540 Total		125.00
Inv 36667		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Tank Inspection-Yard 9.27.22 Dispenser 2 repair	130.00
Inv 36667 Total		130.00
Inv 36678		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2022	Tank Inspection-Yard 9.29.22 Dispenser 87 repair	162.50
Inv 36678 Total		162.50
Inv 36691		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Tank Inspection-Yard Sep 2022	125.00
Inv 36691 Total		125.00
Inv 36692		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2022	Tank Inspection-Civic Center Sep 2022	125.00
Inv 36692 Total		125.00
Inv 36813		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2022	Tank Inspection-Civic Ctr 10.27.22 Dispenser replace curb hose	513.65
Inv 36813 Total		513.65
Inv 36828		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
11/01/2022	Tank Inspection-Yard Oct 2022	125.00
Inv 36828 Total		125.00
Inv 36829		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2022	Tank Inspection-Civic Center Oct 2022	125.00
Inv 36829 Total		125.00
Inv 36896		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2022	Tank Inspection-Civic Center 11.10.22 Actuator Adjusted	130.00
Inv 36896 Total		130.00
Inv 36947		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Tank Healy Quarterly Inspection-Yard Nov 2022	125.00
Inv 36947 Total		125.00
Inv 36948		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Tank Healy Quarterly Inspection-Civic Center Nov 2022	125.00
Inv 36948 Total		125.00
Inv 36979		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Tank Inspection-Yard Nov 2022	125.00
Inv 36979 Total		125.00
Inv 36980		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Tank Inspection-Civic Center Nov 2022	125.00
Inv 36980 Total		125.00
Inv 37022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/06/2022	Tank Inspection-Yard 12.6.22 Pan Sensor Replaced	489.51
Inv 37022 Total		489.51
Inv 37066		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/19/2022	Annual LA County Compliance Tank Inspection-Yard Dec 2022	195.00
Inv 37066 Total		195.00

Check Number	Check Date	Amount
Inv 37067		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/19/2022	Annual LA County Compliance Tank Inspection-Civic Ctr Dec 2022	162.50
Inv 37067 Total		162.50
Inv 37123		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/05/2023	Tank Inspection-Yard Dec 2022	125.00
Inv 37123 Total		125.00
Inv 37124		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/05/2023	Tank Inspection-Civic Center Dec 2022	125.00
Inv 37124 Total		125.00
Inv 37165		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/06/2023	Tank Inspection-Civic Center 1.6.23 System Alarm FD/PD	240.00
Inv 37165 Total		240.00
Inv 37255		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2023	Tank Inspections-Yard Jan 2023	250.00
Inv 37255 Total		250.00
Inv 37256		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2023	Tank Inspections-Civic Center Jan 2023	250.00
Inv 37256 Total		250.00
Inv 37366		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/25/2023	Tank Inspections-Civic Center 2.25.23 Pump down	240.00
Inv 37366 Total		240.00
Inv 37406		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2023	Tank Inspection-Yard Feb 2023	125.00
Inv 37406 Total		125.00
Inv 37407		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2023	Tank Inspection-Civic Center Feb 2023	125.00

Check Number	Check Date	Amount
Inv 37407 Total		125.00
Inv 37471		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2023	Tank Inspection-Civic Center 3.17.23 Sensor Alarm	255.53
Inv 37471 Total		255.53
Inv 37526		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2023	Tank Inspection-Civic Center 4.1.23 Diesel not working	240.00
Inv 37526 Total		240.00
Inv 37547		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2023	Tank Inspection-Yard March 2023	125.00
Inv 37547 Total		125.00
Inv 37548		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/05/2023	Tank Inspection-Civic Center March 2023	125.00
Inv 37548 Total		125.00
Inv 37660		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2023	Tank Inspection-Yard April 2023	125.00
Inv 37660 Total		125.00
Inv 37661		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2023	Tank Inspection-Civic Center April 2023	125.00
Inv 37661 Total		125.00
Inv 37736		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2023	Tank Inspection-Civic Center 5.17.23 Rebuild 900 EVR nozzle	953.91
Inv 37736 Total		953.91
Inv 37743		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2023	Annual Monitor Certification-Civic Center May 2023	1,037.11
Inv 37743 Total		1,037.11

Check Number	Check Date	Amount
Inv 37744		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2023	Annual Monitor Certification--Yard May 2023	1,006.05
Inv 37744 Total		1,006.05
Inv 37745		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2023	AQMD Rule 461 Vapor Testing-Yard May 2023	850.00
Inv 37745 Total		850.00
Inv 37746		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2023	AQMD Rule 461 Vapor Testing-Civic Center May 2023	850.00
Inv 37746 Total		850.00
Inv 37752		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	AQMD Periodic Compliance Inspection-Yard May 2023	80.00
Inv 37752 Total		80.00
Inv 37753		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	AQMD Periodic Compliance Inspection-Civic Center May 2023	80.00
Inv 37753 Total		80.00
Inv 37790		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Tank Inspection-Yard May 2023	125.00
Inv 37790 Total		125.00
Inv 37791		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Tank Inspection-Civic Center May 2023	125.00
Inv 37791 Total		125.00
Inv 37887		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/23/2023	Annual SB 989 Secondary Containment Test-Civic Center June 2023	1,446.58
Inv 37887 Total		1,446.58
Inv 37888		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/23/2023	Annual SB 989 Secondary Containment Test-Yard June 2023	1,365.53

Check Number	Check Date	Amount
Inv 37888 Total		1,365.53
Inv 37918		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Tank Inspection-Yard June 2023	125.00
Inv 37918 Total		125.00
Inv 37919		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Tank Inspection-Civic Center June 2023	125.00
Inv 37919 Total		125.00
0 Total:		14,782.87
CAME2015 - CA Maintenance & Environmental Total:		14,782.87
CHNLSASS - Chris Nelson & Associates, Inc.		
317499	09/21/2023	
Inv 3090		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	War Memorial Float Barn Building Research & Survey	9,680.00
Inv 3090 Total		9,680.00
317499 Total:		9,680.00
CHNLSASS - Chris Nelson & Associates, Inc. Total:		9,680.00
CSD3014 - Ca. State Disbursement Unit		
317497	09/21/2023	
Inv PR 09/15/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	PR Batch 91523.09.2023 Garnishment Case # FAMSS-1406906	322.35
09/13/2023	PR Batch 91523.09.2023 Garnishment Case # FAMSS-1406906	903.69
Inv PR 09/15/2023 Total		1,226.04
317497 Total:		1,226.04
CSD3014 - Ca. State Disbursement Unit Total:		1,226.04
ERNMCACO - Camacho, Ernest M.		
317498	09/21/2023	

Check Number	Check Date	Amount
Inv	2022-1414-001	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	South Pasadena City Hall - EVSE Equipment and SCE Charge Read	9,840.00
Inv 2022-1414-001 Total		9,840.00
317498 Total:		9,840.00
ERNMCACO - Camacho, Ernest M. Total:		9,840.00
SCFT0000 - Franchise Tax Board		
317500	09/21/2023	
Inv	568717589	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	PR Batch 91523.09.2023 Garnishment Case	134.98
Inv 568717589 Total		134.98
317500 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SOGA6501 - SoCalGAS		
317501	09/21/2023	
Inv	8/1/23 - 9/1/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2023	CNG for City Vehicles for cycle 8.1.23-9.1.23	94.87
08/22/2023	CNG for City Vehicles for cycle 8.1.23-9.1.23	94.87
08/22/2023	CNG for City Vehicles for cycle 8.1.23-9.1.23	94.87
08/22/2023	CNG for City Vehicles for cycle 8.1.23-9.1.23	94.87
08/22/2023	CNG for City Vehicles for cycle 8.1.23-9.1.23	94.89
Inv 8/1/23 - 9/1/23 Total		474.37
317501 Total:		474.37
SOGA6501 - SoCalGAS Total:		474.37
SSDV2018 - Sandoval, Sheila		
0	09/21/2023	
Inv	PR 09/15/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	PR Batch 91523.09.2023 - Garnishment	920.10
09/13/2023	PR Batch 91523.09.2023 - Garnishment	956.03
Inv PR 09/15/2023 Total		1,876.13

Check Number	Check Date	Amount
0 Total:		1,876.13
SSDV2018 - Sandoval, Sheila Total:		1,876.13
STE4845 - Stetson Engineers Inc		
317502	09/21/2023	
Inv	2740-08-008	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Preparation of Risk & Resilience Report and Emergency Response	95.50
Inv 2740-08-008 Total		95.50
Inv	2740-08-013	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Preparation of Risk & Resilience Report and Emergency Response	286.50
Inv 2740-08-013 Total		286.50
317502 Total:		382.00
STE4845 - Stetson Engineers Inc Total:		382.00
Total:		38,396.39

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ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: calvarez
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Check Number	Check Date		Amount
ACHG2013 - A-Check Global			
317503	10/04/2023		
Inv	59-0714090		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Pre-Employment Background Check Services - August 2023		249.44
Inv 59-0714090 Total			249.44
317503 Total:			249.44
ACHG2013 - A-Check Global Total:			
			249.44
ACMT2920 - All City Management Services, Inc.			
317505	10/04/2023		
Inv	87148		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/24/2023	Crossing Guard Services - August 6-19, 2023		5,051.50
Inv 87148 Total			5,051.50
Inv	87365		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/06/2023	Crossing Guard Services -August 20-Sept 2, 2023		12,584.60
Inv 87365 Total			12,584.60
317505 Total:			17,636.10
ACMT2920 - All City Management Services, Inc. Total:			
			17,636.10
AFLA7010 - AFLAC			
0	10/04/2023		
Inv	104312		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Payment for Employee Optional Insurance - August 2023		1,326.65
Inv 104312 Total			1,326.65
0 Total:			1,326.65

Check Number	Check Date	Amount
AFLA7010 - AFLAC Total:		1,326.65
ALH0179 - Alhambra Car Wash		
317504	10/04/2023	
Inv	August 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	PD Car Washes August 2023	364.00
Inv August 2023 Total		364.00
317504 Total:		364.00
ALH0179 - Alhambra Car Wash Total:		364.00
ALL0197 - All Star Fire Equipment, Inc.		
317506	10/04/2023	
Inv	250317	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Nomex Detachable Earlaps	232.77
Inv 250317 Total		232.77
317506 Total:		232.77
ALL0197 - All Star Fire Equipment, Inc. Total:		232.77
ALPD4010 - City of Alhambra Police Department		
317521	10/04/2023	
Inv	SoPas 08/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	Inmate housing for August 2023	3,440.00
Inv SoPas 08/2023 Total		3,440.00
317521 Total:		3,440.00
ALPD4010 - City of Alhambra Police Department Total:		3,440.00
AMAZONCP - Amazon Capital Services, Inc.		
0	10/04/2023	
Inv	1DMX-QM14-4HV7	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	Return of two Low Profile Wall Mounts	-87.96
Inv 1DMX-QM14-4HV7 Total		-87.96

Inv	1FXG-LTQ1-4LTQ							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>09/11/2023</td> <td>Face masks</td> <td style="text-align: right;">62.75</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		09/11/2023	Face masks	62.75	
<u>Line Item Date</u>	<u>Line Item Description</u>							
09/11/2023	Face masks	62.75						
Inv	1FXG-LTQ1-4LTQ Total	62.75						

Inv	1KGM-N3WX-QKL3										
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>09/14/2023</td> <td>Camp Med supplies and Senior Center supplies.</td> <td style="text-align: right;">59.24</td> </tr> <tr> <td>09/14/2023</td> <td>Camp Med supplies and Senior Center supplies.</td> <td style="text-align: right;">1,518.27</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		09/14/2023	Camp Med supplies and Senior Center supplies.	59.24	09/14/2023	Camp Med supplies and Senior Center supplies.	1,518.27	
<u>Line Item Date</u>	<u>Line Item Description</u>										
09/14/2023	Camp Med supplies and Senior Center supplies.	59.24									
09/14/2023	Camp Med supplies and Senior Center supplies.	1,518.27									
Inv	1KGM-N3WX-QKL3 Total	1,577.51									

Inv	1LN1-YDMW-3MCP							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>09/11/2023</td> <td>Computer Equipment Supplies</td> <td style="text-align: right;">221.84</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		09/11/2023	Computer Equipment Supplies	221.84	
<u>Line Item Date</u>	<u>Line Item Description</u>							
09/11/2023	Computer Equipment Supplies	221.84						
Inv	1LN1-YDMW-3MCP Total	221.84						

Inv	1PCY-PV4H-H9X7							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>08/21/2023</td> <td>PW Service Yard- Office Workstation Equipment</td> <td style="text-align: right;">351.70</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		08/21/2023	PW Service Yard- Office Workstation Equipment	351.70	
<u>Line Item Date</u>	<u>Line Item Description</u>							
08/21/2023	PW Service Yard- Office Workstation Equipment	351.70						
Inv	1PCY-PV4H-H9X7 Total	351.70						

Inv	1X7K-CCWL-PTGC							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>09/04/2023</td> <td>Office Supplies for dispatch</td> <td style="text-align: right;">213.90</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		09/04/2023	Office Supplies for dispatch	213.90	
<u>Line Item Date</u>	<u>Line Item Description</u>							
09/04/2023	Office Supplies for dispatch	213.90						
Inv	1X7K-CCWL-PTGC Total	213.90						

Inv	1XLR-94TN-QPCV							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>09/04/2023</td> <td>Supplies for City iPhones and iPads</td> <td style="text-align: right;">149.92</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		09/04/2023	Supplies for City iPhones and iPads	149.92	
<u>Line Item Date</u>	<u>Line Item Description</u>							
09/04/2023	Supplies for City iPhones and iPads	149.92						
Inv	1XLR-94TN-QPCV Total	149.92						

0 Total:		2,489.66
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AMAZONCP - Amazon Capital Services, Inc. Total:		2,489.66
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ANPO5011 - Porraz, Anthony								
317555	10/04/2023							
Inv	9/12/2023							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>08/07/2023</td> <td>A. Porraz Paramedic License Renewal Reimbursement</td> <td style="text-align: right;">250.00</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		08/07/2023	A. Porraz Paramedic License Renewal Reimbursement	250.00	
<u>Line Item Date</u>	<u>Line Item Description</u>							
08/07/2023	A. Porraz Paramedic License Renewal Reimbursement	250.00						
Inv	9/12/2023 Total	250.00						

Check Number	Check Date	Amount
317555 Total:		250.00
ANPO5011 - Porraz, Anthony Total:		250.00
ANT0243 - Antrim's Security Co., Inc.		
317507	10/04/2023	
Inv 61587		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Balance from Invoice #61587	7.00
Inv 61587 Total		7.00
317507 Total:		7.00
ANT0243 - Antrim's Security Co., Inc. Total:		7.00
AT&T5006 - AT&T		
317509	10/04/2023	
Inv 130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/17/2023	AN 1304644796 Service for 7/18/2023 - 8/17/2023	90.24
Inv 130464796 Total		90.24
317509 Total:		90.24
AT&T5006 - AT&T Total:		90.24
AT&T5011 - AT&T		
317510	10/04/2023	
Inv 248134-61002105		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	AN 248 134-6100 210 5 Service for 9/1/23 - 9/30/23	18.82
Inv 248134-61002105 Total		18.82
317510 Total:		18.82
AT&T5011 - AT&T Total:		18.82
ATCN9011 - AT&T		
317511	10/04/2023	
Inv 000020433742		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/27/2023	BAN CLAPDSOPAS Services for 07/27/23 - 08/26/2023	298.22

Check Number	Check Date	Amount
Inv 000020433742 Total		298.22
		<hr/>
317511 Total:		298.22
		<hr/>
ATCN9011 - AT&T Total:		298.22
ATGC8530 - CU Technology		
0	10/04/2023	
Inv 10504		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Cynet Cybersecurity Platform Annual Subscription	8,400.00
Inv 10504 Total		8,400.00
Inv 10602		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Standard Wildcard SSL Renewal	589.99
Inv 10602 Total		589.99
		<hr/>
0 Total:		8,989.99
		<hr/>
ATGC8530 - CU Technology Total:		8,989.99
BAK0369 - Baker & Taylor Books		
0	10/04/2023	
Inv 2037698036		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Books FY2023-24	15.74
Inv 2037698036 Total		15.74
Inv 2037749452		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/24/2023	Books FY2023-24	41.27
Inv 2037749452 Total		41.27
		<hr/>
0 Total:		57.01
		<hr/>
BAK0369 - Baker & Taylor Books Total:		57.01
BB&K - Best Best & Krieger LLP		
0	10/04/2023	
Inv 971759		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/07/2023	Legal Matters	793.50

Check Number	Check Date		Amount
		Inv 971759 Total	793.50
		0 Total:	793.50
		BB&K - Best Best & Krieger LLP Total:	793.50
		BHS8752 - B & H Sign Company, Inc.	
317513	10/04/2023		
		Inv 20292	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		07/18/2023	City Hall Signage - 2nd Floor - ADA Compliance
			1,562.86
		Inv 20292 Total	1,562.86
		317513 Total:	1,562.86
		BHS8752 - B & H Sign Company, Inc. Total:	1,562.86
		BSHL6710 - Base Hill, Inc., dba Jan Point	
0	10/04/2023		
		Inv 23775	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		07/26/2023	Citywide Janitorial Services July 2023
			14,985.00
		07/26/2023	Citywide Janitorial Services July 2023
			900.00
		07/26/2023	Citywide Janitorial Services July 2023
			1,000.00
		Inv 23775 Total	16,885.00
		0 Total:	16,885.00
		BSHL6710 - Base Hill, Inc., dba Jan Point Total:	16,885.00
		CAL5236 - CA Linen Services	
317516	10/04/2023		
		Inv 2165305	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		09/07/2023	Linen Cleaning Services - FY 2023-24
			118.75
		Inv 2165305 Total	118.75
		317516 Total:	118.75
		CAL5236 - CA Linen Services Total:	118.75
		CAN0607 - Cantu Graphics Inc.	

Check Number	Check Date		Amount
317518	10/04/2023		
Inv	21251		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Traffic safety signs		344.53
Inv 21251 Total			344.53
Inv	21741		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Business Cards for Chris Mandala		60.58
Inv 21741 Total			60.58
Inv	21742		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Business Cards for Angelica Frausto-Lupo		38.53
Inv 21742 Total			38.53
Inv	21758		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/08/2023	HR & Risk Manager Business Cards		71.61
Inv 21758 Total			71.61
317518 Total:			515.25
CAN0607 - Cantu Graphics Inc. Total:			515.25
CDPS1020 - ICC General Code			
317538	10/04/2023		
Inv	GC0011787		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Municipal codifications services - print and website		117.00
Inv GC0011787 Total			117.00
Inv	GC00121763		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2023	Municipal Codification Srvc/Annual Web Fees/Maint. ends 5/31/24		1,050.00
Inv GC00121763 Total			1,050.00
317538 Total:			1,167.00
CDPS1020 - ICC General Code Total:			1,167.00
CHRYUN - Byun, Christina			
317515	10/04/2023		

Check Number	Check Date		Amount
Inv	60670305		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Full refund for rec class due to low enrollment		185.00
Inv 60670305 Total			185.00
317515 Total:			185.00
CHRBYUN - Byun, Christina Total:			185.00
CHWP2010 - Colantuono,Highsmith & Whatley,PC			
0	10/04/2023		
Inv	57614		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/11/2023	August 2023 CHW Litigation General Services		1,300.00
Inv 57614 Total			1,300.00
0 Total:			1,300.00
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:			1,300.00
CIN4011 - AT&T Mobility			
317512	10/04/2023		
Inv	287288006612x09		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2023	AN 287288006612 Consolidated Citywide Cell Phones 8/3-9/2/23		2,604.94
Inv 287288006612x09 Total			2,604.94
Inv	287312118886x09		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2023	AN 287312118886 Consolidated Citywide Cell Phones 8/3-9/2/23		2,543.90
Inv 287312118886x09 Total			2,543.90
317512 Total:			5,148.84
CIN4011 - AT&T Mobility Total:			5,148.84
CINTA3 - Cintas Corporation			
317519	10/04/2023		
Inv	1904226155		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/28/2023	Public Works Uniform Hats- 8.28.23		211.68
08/28/2023	Public Works Uniform Hats- 8.28.23		211.69
08/28/2023	Public Works Uniform Hats- 8.28.23		211.68
08/28/2023	Public Works Uniform Hats- 8.28.23		211.68

Check Number	Check Date	Amount
08/28/2023	Public Works Uniform Hats- 8.28.23	211.68
08/28/2023	Public Works Uniform Hats- 8.28.23	211.68
08/28/2023	Public Works Uniform Hats- 8.28.23	211.68

Inv 1904226155 Total 1,481.77

Inv 4166530164

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Public Works Uniform Cleaning Services	19.26
09/01/2023	Public Works Uniform Cleaning Services	4.10
09/01/2023	Public Works Uniform Cleaning Services	37.78
09/01/2023	Public Works Uniform Cleaning Services	17.29
09/01/2023	Public Works Uniform Cleaning Services	6.42
09/01/2023	Public Works Uniform Cleaning Services	15.54
09/01/2023	Public Works Uniform Cleaning Services	36.27

Inv 4166530164 Total 136.66

Inv 4167383598

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	Public Works Uniform Cleaning Services	17.29
09/11/2023	Public Works Uniform Cleaning Services	37.78
09/11/2023	Public Works Uniform Cleaning Services	19.26
09/11/2023	Public Works Uniform Cleaning Services	38.02
09/11/2023	Public Works Uniform Cleaning Services	15.54
09/11/2023	Public Works Uniform Cleaning Services	6.42
09/11/2023	Public Works Uniform Cleaning Services	4.10

Inv 4167383598 Total 138.41

317519 Total: 1,756.84

CINTA3 - Cintas Corporation Total: 1,756.84

CINTAS - Cintas Corporation

317520 10/04/2023

Inv 5168116331

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/24/2023	Public Works First Aid Monthly Checks - Facilites,July 2023	31.53

Inv 5168116331 Total 31.53

Inv 9237937130

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	AED Monthly Services for Senior Center-September	153.25

Inv 9237937130 Total 153.25

317520 Total: 184.78

Check Number	Check Date		Amount
CINTAS - Cintas Corporation Total:			184.78
CMME4011 - Commline Inc.			
317526	10/04/2023		
Inv	0420297-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Dispatch relay panel repair		600.00
Inv 0420297-IN Total			600.00
317526 Total:			600.00
CMME4011 - Commline Inc. Total:			600.00
COM0699 - Compressed Air Specialties Inc			
317527	10/04/2023		
Inv	00041676		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/07/2023	Replace pressure switch on engine		740.63
Inv 00041676 Total			740.63
317527 Total:			740.63
COM0699 - Compressed Air Specialties Inc Total:			740.63
COMC2011 - Comcate Software, Inc.			
317525	10/04/2023		
Inv	8177		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/01/2023	Subscription Renewal - Service Request Software for Public Works		2,869.95
Inv 8177 Total			2,869.95
317525 Total:			2,869.95
COMC2011 - Comcate Software, Inc. Total:			2,869.95
CPS0551 - CPRS			
317528	10/04/2023		
Inv	02/27-03/01/24		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Early registration for CPRS conference x4		960.00
09/14/2023	Early registration for CPRS conference x4		480.00
Inv 02/27-03/01/24 Total			1,440.00

Check Number	Check Date	Amount
317528 Total:		1,440.00
CPS0551 - CPRS Total:		1,440.00
CRDA1021 - Corodata Records Management		
0	10/04/2023	
Inv	RS4937861	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Records Management - Storage: 8/1/2023 - 8/31/2023	480.12
Inv RS4937861 Total		480.12
0 Total:		480.12
CRDA1021 - Corodata Records Management Total:		480.12
CRSR2010 - Corodata Shredding Inc.		
0	10/04/2023	
Inv	DN1427144	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Shredding for Oxley St., Library & Mission St - August 2023	205.43
Inv DN1427144 Total		205.43
0 Total:		205.43
CRSR2010 - Corodata Shredding Inc. Total:		205.43
CWNC2501 - Carl Warren & Company		
0	10/04/2023	
Inv	2035498-2035528	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	Legal Matters	1,449.00
Inv 2035498-2035528 Total		1,449.00
Inv	2035530-2035537	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	Legal Matters	577.50
Inv 2035530-2035537 Total		577.50
0 Total:		2,026.50
CWNC2501 - Carl Warren & Company Total:		2,026.50

Check Number	Check Date		Amount
DACA4011 - Calderon, David			
317517	10/04/2023		
Inv	09/05/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Response Tactics Training Reimbursement for Officer Calderon		99.85
Inv 09/05/2023 Total			99.85
317517 Total:			99.85
DACA4011 - Calderon, David Total:			99.85
DEBLWS - Lewis, Deborah			
317544	10/04/2023		
Inv	090823		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Notary Services for PA Applicant Davis 09/08/23		50.00
Inv 090823 Total			50.00
317544 Total:			50.00
DEBLWS - Lewis, Deborah Total:			50.00
DIG0800 - Digital Telecommunications Corp			
0	10/04/2023		
Inv	48728		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/01/2023	Monthly Service Contract - Service 8/1/23 - 8/31/23		984.00
Inv 48728 Total			984.00
Inv	49049		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2023	PW Dept - Phone ext 379 moved to new office location		210.00
Inv 49049 Total			210.00
0 Total:			1,194.00
DIG0800 - Digital Telecommunications Corp Total:			1,194.00
DOMMEG14 - Megerdichian, Domenica			
317546	10/04/2023		
Inv	1614318		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Reimbursement 9/11 Remembrance		71.86

Check Number	Check Date	Amount
Inv 1614318 Total		71.86
Inv rHNU		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Reimbursement 9/11 Remembrance	100.00
Inv rHNU Total		100.00
317546 Total:		171.86
DOMMEG14 - Megerdichian, Domenica Total:		171.86
DOO0805 - Dooley Enterprises Inc		
317531	10/04/2023	
Inv 66304		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2023	Police Department - Ammunition Supplies	6,852.90
Inv 66304 Total		6,852.90
317531 Total:		6,852.90
DOO0805 - Dooley Enterprises Inc Total:		6,852.90
DTV5012 - DIRECTV		
317530	10/04/2023	
Inv 68653046X230829		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2023	Cable Services for Emergency Operations Center	0.43
Inv 68653046X230829 Total		0.43
317530 Total:		0.43
DTV5012 - DIRECTV Total:		0.43
DVDTNG - Tang, David		
317564	10/04/2023	
Inv 60512938		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Refund of recreation class with admin fee applied.	98.00
Inv 60512938 Total		98.00
317564 Total:		98.00

Check Number	Check Date		Amount
DVDTNG - Tang, David Total:			98.00
ELJCOBY - Jacoby, Elizabeth			
317542	10/04/2023		
Inv	60664169		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Refund with Admin fee.Patron no longer able to attend class.		43.00
Inv 60664169 Total			43.00
317542 Total:			43.00
ELJCOBY - Jacoby, Elizabeth Total:			43.00
EZNI5440 - Zneimer, Evelyn			
317574	10/04/2023		
Inv	4NCRBI		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Zneimer Cal Cities Airfare		166.97
Inv 4NCRBI Total			166.97
317574 Total:			166.97
EZNI5440 - Zneimer, Evelyn Total:			166.97
FED1109 - FedEx			
317532	10/04/2023		
Inv	8-242-084167		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Shipment to background investigator		16.50
Inv 8-242-084167 Total			16.50
317532 Total:			16.50
FED1109 - FedEx Total:			16.50
FRIEDH - FRIEDMAN, HENRY			
317533	10/04/2023		
Inv	133339		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Refund for Gazebo reservation cacellation due to weather.		112.00
Inv 133339 Total			112.00

Check Number	Check Date	Amount
317533 Total:		112.00
FRIEDH - FRIEDMAN, HENRY Total:		112.00
GLE2563 - City of Glendale		
317522	10/04/2023	
Inv 2591		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Fire - Verdugo Fire Dispatch Fee 07/01/23 - 12/31/23	81,906.00
Inv 2591 Total		81,906.00
317522 Total:		81,906.00
GLE2563 - City of Glendale Total:		81,906.00
GRA1244 - Woods Maintenance Services, Inc.		
317571	10/04/2023	
Inv SPAS0823		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Citywide Graffiti Removal Services August 2023	1,368.00
Inv SPAS0823 Total		1,368.00
317571 Total:		1,368.00
GRA1244 - Woods Maintenance Services, Inc. Total:		1,368.00
HDUA5412 - Home Depot USA, Inc.		
317537	10/04/2023	
Inv 764930285		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	Foam hand sanitizer	275.63
Inv 764930285 Total		275.63
317537 Total:		275.63
HDUA5412 - Home Depot USA, Inc. Total:		275.63
HOGMEN - Menchaca, Danielle		
317547	10/04/2023	
Inv 60513150		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Full refund of rec class due to low enrollment	144.00

Check Number	Check Date	Amount
Inv 60513150 Total		144.00
Inv 60513314		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Full refund of rec class due to low enrollment	144.00
Inv 60513314 Total		144.00
317547 Total:		288.00
HOGMEN - Menchaca, Danielle Total:		288.00
HOMCOMMU - Hom, Reagan		
317536	10/04/2023	
Inv 090823		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2023	Pushbumper and side bumper install unit #198	2,806.94
Inv 090823 Total		2,806.94
317536 Total:		2,806.94
HOMCOMMU - Hom, Reagan Total:		2,806.94
HPRHOG - Hogenesch, Harper		
317535	10/04/2023	
Inv 60514481		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Full refund of rec class due to low enrollment.	144.00
Inv 60514481 Total		144.00
317535 Total:		144.00
HPRHOG - Hogenesch, Harper Total:		144.00
HRAS6201 - Harris & Associates, Inc.		
317534	10/04/2023	
Inv 50837		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	LLMD Levy Services FY2021-22	425.00
Inv 50837 Total		425.00
Inv 59357		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	LLMD Levy Services FY2023-24	8,900.00

Check Number	Check Date	Amount
Inv 59357 Total		8,900.00
317534 Total:		9,325.00
HRAS6201 - Harris & Associates, Inc. Total:		9,325.00
INDCYASS - Independent Cities Association, Inc.		
317539	10/04/2023	
Inv 1309		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2023	City Membership July 1 - June 30th, Arminé Chaparyan	1,347.15
Inv 1309 Total		1,347.15
317539 Total:		1,347.15
INDCYASS - Independent Cities Association, Inc. Total:		1,347.15
ITCR2501 - Intercare Holdings Insurance Services		
0	10/04/2023	
Inv 76-010554		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Indemnity Annual Per Claim Fee - August 2023	13,392.80
Inv 76-010554 Total		13,392.80
0 Total:		13,392.80
ITCR2501 - Intercare Holdings Insurance Services Total:		13,392.80
JNAINFTE - Infante, Juana		
317540	10/04/2023	
Inv 133646		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Refundable deposit for the reservation of WMB.	561.00
Inv 133646 Total		561.00
317540 Total:		561.00
JNAINFTE - Infante, Juana Total:		561.00
JSAR4011 - Jack's Auto Repair		
317541	10/04/2023	

Check Number	Check Date	Amount
Inv 18331		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Torque Strut replacement unit #1404	217.21
Inv 18331 Total		217.21
Inv 18556		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	New breaks & rotor (front/rear) for 78	66.00
Inv 18556 Total		66.00
Inv 18573		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Routine 45 Day Inspection for DAR #78	66.00
Inv 18573 Total		66.00
Inv 18576		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	New breaks & rotor (front/rear) for 78; 45 day inspection for 79	794.12
Inv 18576 Total		794.12
317541 Total:		1,143.33
JSAR4011 - Jack's Auto Repair Total:		1,143.33
LLYLEE - Yee, Lily		
317573	10/04/2023	
Inv 60659412		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Refund with admin fee applied. Patron not able to attend,	122.00
Inv 60659412 Total		122.00
317573 Total:		122.00
LLYLEE - Yee, Lily Total:		122.00
MER2145 - Merit Oil Company		
317548	10/04/2023	
Inv 797134		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	1800 Gallons of Unleaded Fuel	8,040.68
Inv 797134 Total		8,040.68

Check Number	Check Date		Amount
Inv	799851		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/29/2023	711 Gallons of Diesel Fuel - PW Service Yard		3,817.88
Inv 799851 Total			3,817.88
317548 Total:			11,858.56
MER2145 - Merit Oil Company Total:			11,858.56
MIGINC - Moore Lacofano Goltzman, Inc.			
0	10/04/2023		
Inv	0082483		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/25/2023	Zoning Code & Zoning Map Updates - 07/01/23-07/31/23		15,865.00
Inv 0082483 Total			15,865.00
0 Total:			15,865.00
MIGINC - Moore Lacofano Goltzman, Inc. Total:			15,865.00
MJRI2950 - Magic Jump Rentals, Inc.			
317545	10/04/2023		
Inv	378773		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Halloween Spooktacular Inflatable Games		1,786.20
Inv 378773 Total			1,786.20
317545 Total:			1,786.20
MJRI2950 - Magic Jump Rentals, Inc. Total:			1,786.20
MNBL8170 - Crestline Software, LLC			
0	10/04/2023		
Inv	INV3820		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/10/2023	Lock Box (Aug 2023)		567.60
09/10/2023	Credit Card>Returns (Aug 2023)		1,128.92
Inv INV3820 Total			1,696.52
Inv	INV3855		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/10/2023	Printing and Postage (Aug 2023)		2,768.90
Inv INV3855 Total			2,768.90

Check Number	Check Date	Amount
0 Total:		4,465.42
MNBL8170 - Crestline Software, LLC Total:		4,465.42
NTLEMBLM - National Emblem		
317550	10/04/2023	
Inv	082423	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/24/2023	Police Officer Patches	614.25
Inv 082423 Total		614.25
317550 Total:		614.25
NTLEMBLM - National Emblem Total:		614.25
PAS4012 - City of Pasadena		
317523	10/04/2023	
Inv	30022548	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Services provided by Pasadena PD Foothill Air Support FY 23-24	36,301.00
Inv 30022548 Total		36,301.00
317523 Total:		36,301.00
PAS4012 - City of Pasadena Total:		36,301.00
PHOE4610 - Phoenix Group Information Systems		
317554	10/04/2023	
Inv	072023184	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2023	Citations processed for the month of July 2023	3,063.02
Inv 072023184 Total		3,063.02
317554 Total:		3,063.02
PHOE4610 - Phoenix Group Information Systems Total:		3,063.02
PHS4011 - Pasadena Humane Society		
317553	10/04/2023	
Inv	SEP2023SoPas	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/03/2023	Animal Care and Control Services - September 2023	14,890.61

Check Number	Check Date		Amount
		Inv SEP2023SoPas Total	14,890.61
		317553 Total:	14,890.61
		PHS4011 - Pasadena Humane Society Total:	14,890.61
		POS5265 - Post Alarm Systems	
0	10/04/2023		
		Inv 1619412	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		09/05/2023	Fire monitoring at WMB and Orange grove building for 10.23-10.31 54.33
		09/05/2023	Fire monitoring at WMB and Orange grove building for 10.23-10.31 54.33
		Inv 1619412 Total	108.66
		0 Total:	108.66
		POS5265 - Post Alarm Systems Total:	108.66
		PRCFCA - Parks Coffee California	
317551	10/04/2023		
		Inv 80016047	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		09/06/2023	SC Coffee Supplies & Monthly Servicing - September 73.43
		Inv 80016047 Total	73.43
		317551 Total:	73.43
		PRCFCA - Parks Coffee California Total:	73.43
		PRKWOD - Parkwood Landscape Maintenance, Inc.	
317552	10/04/2023		
		Inv 105745	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		07/31/2023	Citywide Landscape Maint. Services - July 2023 5,431.84
		07/31/2023	Citywide Landscape Maint. Services - July 2023 1,700.00
		07/31/2023	Citywide Landscape Maint. Services - July 2023 43,512.38
		07/31/2023	Citywide Landscape Maint. Services - July 2023 1,250.00
		Inv 105745 Total	51,894.22
		Inv 105919	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		08/31/2023	Citywide Landscape Maint. Services - Aug 2023 1,250.00
		08/31/2023	Citywide Landscape Maint. Services - Aug 2023 5,431.84
		08/31/2023	Citywide Landscape Maint. Services - Aug 2023 43,512.38

Check Number	Check Date	Amount
08/31/2023	Citywide Landscape Maint. Services - Aug 2023	1,700.00
Inv 105919 Total		51,894.22
317552 Total:		103,788.44
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		103,788.44
RCLE4011 - Lee, Rachel		
317543	10/04/2023	
Inv 09/06-08/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Women's Leadership In Le Training Reimbursement for PA Lee	2,128.41
Inv 09/06-08/23 Total		2,128.41
317543 Total:		2,128.41
RCLE4011 - Lee, Rachel Total:		2,128.41
RDRKDVS - Davis, Roderick		
0	10/04/2023	
Inv 9132023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	DJ Entertainment for Healthy Aging Fair	499.00
Inv 9132023 Total		499.00
0 Total:		499.00
RDRKDVS - Davis, Roderick Total:		499.00
RGWA2980 - Rangwala, Kaizer		
317556	10/04/2023	
Inv 2304		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Consultant: Community Engagement, Urban Design & Planning	14,100.00
Inv 2304 Total		14,100.00
317556 Total:		14,100.00
RGWA2980 - Rangwala, Kaizer Total:		14,100.00
SAMU4011 - Munoz, Samantha		
317549	10/04/2023	

Check Number	Check Date		Amount
Inv	09/06-08/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Women's Leadership Training Reimbursement for PA Munoz		2,121.97
Inv 09/06-08/23 Total			2,121.97
317549 Total:			2,121.97
SAMU4011 - Munoz, Samantha Total:			2,121.97
SAXE2013 - Saxe-Clifford PH.D, Susan			
317558	10/04/2023		
Inv	23-0907-10		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/07/2023	Psychological evaluation for CCW applicants		1,800.00
Inv 23-0907-10 Total			1,800.00
Inv	23-0911-4		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/11/2023	Psychological evaluation for CCW applicants		450.00
Inv 23-0911-4 Total			450.00
Inv	23-0911-5		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Psychological Evaluation for Police Clerk II Applicant Brittin		450.00
Inv 23-0911-5 Total			450.00
317558 Total:			2,700.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:			2,700.00
SDSI0107 - SDS Security Design Systems			
317559	10/04/2023		
Inv	242692		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Security System Services October 2023		65.18
Inv 242692 Total			65.18
Inv	242693		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Security System Services October 2023		217.46
Inv 242693 Total			217.46

Check Number	Check Date	Amount
Inv 242694		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Security System Services October 2023	113.00
Inv 242694 Total		113.00
Inv 242695		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Security System Services October 2023	55.00
Inv 242695 Total		55.00
317559 Total:		450.64
SDSI0107 - SDS Security Design Systems Total:		450.64
SESA8264 - SESAC		
317560	10/04/2023	
Inv 747465		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	License fee past due	161.32
Inv 747465 Total		161.32
317560 Total:		161.32
SESA8264 - SESAC Total:		161.32
SHELBRWN - Brown, Shelby		
317514	10/04/2023	
Inv 60668839		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Full refund of rec class due to low enrollment	185.00
Inv 60668839 Total		185.00
317514 Total:		185.00
SHELBRWN - Brown, Shelby Total:		185.00
SHYDIAZ - Diaz, Shaydya		
317529	10/04/2023	
Inv 60669666		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Full refund of rec class due to low enrollment	185.00
Inv 60669666 Total		185.00

Check Number	Check Date	Amount
317529 Total:		185.00
SHYDIAZ - Diaz, Shaydya Total:		
		185.00
SPMN3010 - City of South Pasadena		
317524	10/04/2023	
Inv	19126-08302023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Water utility statement for Garfield park restrooms June-Aug'23	532.68
Inv 19126-08302023 Total		532.68
317524 Total:		532.68
SPMN3010 - City of South Pasadena Total:		
		532.68
SSW8031 - S & S Worldwide, Inc.		
317557	10/04/2023	
Inv	IN101257527	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Camp Med Supplies for School Year and Summer Camp	2,195.67
Inv IN101257527 Total		2,195.67
317557 Total:		2,195.67
SSW8031 - S & S Worldwide, Inc. Total:		
		2,195.67
STA5219 - Staples Business Advantage		
0	10/04/2023	
Inv	3546123140	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/26/2023	Supplies for Employee Summer BBQ 08/30/23	258.21
Inv 3546123140 Total		258.21
Inv 3546217269		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/28/2023	Community Development Office Supplies	344.33
Inv 3546217269 Total		344.33
Inv 3546217270		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	PD Office Supplies	78.23

Check Number	Check Date	Amount
Inv 3546217270	Total	78.23
Inv 3546726342		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Office Supplies for Department	191.00
Inv 3546726342	Total	191.00
Inv 3546726343		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	PD Office Supplies	3.66
Inv 3546726343	Total	3.66
Inv 3546877691		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Febreeze, pencil sharpener	29.71
Inv 3546877691	Total	29.71
Inv 3546877692		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2023	Office Supplies for Department	26.99
Inv 3546877692	Total	26.99
Inv 3546877693		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2023	Office Supplies for Department	60.84
Inv 3546877693	Total	60.84
Inv 3546900689		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/03/2023	Office Supplies for Department	36.37
Inv 3546900689	Total	36.37
Inv 3546986206		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	HDMI cable	9.65
Inv 3546986206	Total	9.65
Inv 3546986207		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	HDMI cable	32.10
Inv 3546986207	Total	32.10

Check Number	Check Date	Amount
Inv 3547055887		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Refreshments - Council Chambers	255.75
Inv 3547055887 Total		255.75
Inv 3547055888		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Refreshment Plates - Chambers	93.70
Inv 3547055888 Total		93.70
Inv 3547055889		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	calendars, daily planners	135.89
Inv 3547055889 Total		135.89
Inv 3547126139		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	headphones	20.39
Inv 3547126139 Total		20.39
Inv 3547478511		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	PD Office Supplies	545.62
Inv 3547478511 Total		545.62
Inv 3547479512		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	PD Office Supplies	107.98
Inv 3547479512 Total		107.98
Inv 3547584499		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	PD Office Supplies	187.72
Inv 3547584499 Total		187.72
Inv 3547584500		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	PD Office Supplies	51.02
Inv 3547584500 Total		51.02
Inv 7903330737		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Rec office supplies.	122.80

Check Number	Check Date		Amount
09/14/2023	Camp med supplies		124.49
Inv 7903330737	Total		247.29
0 Total:			2,716.45
STA5219 - Staples Business Advantage Total:			2,716.45
STSM1020 - Studio Spectrum, Inc.			
0	10/04/2023		
Inv 192507			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2023	Video Production and Streaming Services - August 2023		6,940.00
Inv 192507	Total		6,940.00
Inv 192509			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/12/2023	Council Chambers Power Amplifier Replacement		550.15
Inv 192509	Total		550.15
0 Total:			7,490.15
STSM1020 - Studio Spectrum, Inc. Total:			7,490.15
SUVA8022 - Sunset Vans Inc.			
317563	10/04/2023		
Inv 25688			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/06/2023	60-day Ramp Inspection and Wheelchair Repairs for 80 & 81.		90.00
Inv 25688	Total		90.00
Inv 25689			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/06/2023	60-day Ramp Inspection and Wheelchair Repairs for 80 & 81.		150.00
Inv 25689	Total		150.00
317563 Total:			240.00
SUVA8022 - Sunset Vans Inc. Total:			240.00
THES8267 - Siegel, Theodore			
317561	10/04/2023		

Check Number	Check Date	Amount
Inv	1092023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	October-The Natural-presentation and screening	150.00
Inv 1092023 Total		150.00
317561 Total:		150.00
THES8267 - Siegel, Theodore Total:		150.00
TIM4011 - Charter Communications		
0	10/04/2023	
Inv	0029763082723	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/27/2023	AN 8448208990029763 Service for 8/16/23 - 9/15/23	326.38
Inv 0029763082723 Total		326.38
Inv	0052005082623	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/26/2023	AN 8448208990052005 Service for 8/11/23 - 9/10/23	3,290.27
Inv 0052005082623 Total		3,290.27
Inv	0070193090123	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	AN 8448300080070193 660 Stoney Dr. Service 9/01/23 - 9/30/23	83.95
Inv 0070193090123 Total		83.95
Inv	0251967082223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2023	AN 8448300080251967 Service for 8/22/23 - 9/21/23	254.11
Inv 0251967082223 Total		254.11
Inv	0355990080223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/02/2023	AN 844830080355990 Service for 8/02/23 - 9/01/23	436.21
Inv 0355990080223 Total		436.21
Inv	0355990090223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/02/2023	AN 844830080355990 Service for 9/02/23 - 10/01/23	436.21
Inv 0355990090223 Total		436.21
0 Total:		4,827.13

Check Number	Check Date	Amount
TIM4011 - Charter Communications Total:		4,827.13
TIRSOL - Solorzano, Tiara		
317562	10/04/2023	
Inv	08/30/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2023	Supplies for Employee Summer BBQ 8/30/2023	132.18
Inv 08/30/2023 Total		132.18
317562 Total:		132.18
TIRSOL - Solorzano, Tiara Total:		132.18
TMOB4010 - T-Mobile		
317566	10/04/2023	
Inv	988212311	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2023	AN 988212311 Service for 07/21/2023 - 8/20/2023	79.30
Inv 988212311 Total		79.30
317566 Total:		79.30
TMOB4010 - T-Mobile Total:		79.30
TRUPINT - TruePoint Solutions, LLC		
317567	10/04/2023	
Inv	23-959	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	TruePoint Accela Implementation Services - August 2023	6,315.00
Inv 23-959 Total		6,315.00
317567 Total:		6,315.00
TRUPINT - TruePoint Solutions, LLC Total:		6,315.00
UCL6115 - UCLA Cashiering Department		
317568	10/04/2023	
Inv	3013-624	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	September 2023 Continuing Education for Fire Department	2,281.47
Inv 3013-624 Total		2,281.47

Check Number	Check Date	Amount
317568 Total:		2,281.47
UCL6115 - UCLA Cashiering Department Total:		2,281.47
ULIN8021 - Uline, Inc.		
0	10/04/2023	
Inv	167913664	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	Senior Center-supplies	196.91
Inv 167913664 Total		196.91
0 Total:		196.91
ULIN8021 - Uline, Inc. Total:		196.91
UPP7789 - Upper San Gabriel Valley MWD		
317569	10/04/2023	
Inv	SoPas-09.12.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	Co-funding for MWD water conservation rebates for SP customers	13,932.00
Inv SoPas-09.12.23 Total		13,932.00
317569 Total:		13,932.00
UPP7789 - Upper San Gabriel Valley MWD Total:		13,932.00
UQMS8010 - Unique Management Services, Inc.		
0	10/04/2023	
Inv	6116559	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Library Agency Recovery Services - FY2023-2024	116.50
Inv 6116559 Total		116.50
0 Total:		116.50
UQMS8010 - Unique Management Services, Inc. Total:		116.50
URBP8035 - The Urban Pet		
317565	10/04/2023	
Inv	220001225274	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Dog food for K9 "Zaggy".	159.98

Check Number	Check Date	Amount
Inv 220001225274 Total		159.98
317565 Total:		159.98
URBP8035 - The Urban Pet Total:		159.98
VANARRLL - Arellano, Vanessa		
317508	10/04/2023	
Inv 60722879		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Refund with admin fee. morning renter did not vacate.	119.00
Inv 60722879 Total		119.00
317508 Total:		119.00
VANARRLL - Arellano, Vanessa Total:		119.00
VERW6711 - Verizon Wireless		
317570	10/04/2023	
Inv 9942271800		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/17/2023	AN 842311063-00002 Service for 7/18/23 - 8/17/2023	769.14
Inv 9942271800 Total		769.14
Inv 9942970284		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/26/2023	AN 270619951-00004 Service for 7/27/23 - 8/26/2023	492.16
Inv 9942970284 Total		492.16
Inv 9943340944		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	AN 542443342-00001 Service for 8/2/23 - 9/1/2023	52.28
Inv 9943340944 Total		52.28
Inv 9943360663		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	AN 642443919-00001 Service for 8/2/23 - 9/1/2023	1,094.28
Inv 9943360663 Total		1,094.28
317570 Total:		2,407.86
VERW6711 - Verizon Wireless Total:		2,407.86

VUL6601 - Vulcan Materials Company

0	10/04/2023	
Inv	73718119	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/24/2023	Asphalt for Roadway Repairs	2,389.78
Inv 73718119 Total		2,389.78
Inv	73718120	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/24/2023	Materials for Sidewalk/Roadway Repairs	1,323.00
Inv 73718120 Total		1,323.00
0 Total:		3,712.78

VUL6601 - Vulcan Materials Company Total:

3,712.78

WES4152 - West Coast Arborists, Inc.

0	10/04/2023	
Inv	204408	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Citywide Urban Forestry Services - 23-24 Arborist Services	1,870.00
Inv 204408 Total		1,870.00
Inv	204409	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Citywide Urban Forestry Services - 23-24 removals/plantings	2,160.00
Inv 204409 Total		2,160.00
Inv	204410	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Citywide Urban Forestry Services	450.00
08/31/2023	Citywide Urban Forestry Services -	25,325.00
08/31/2023	Citywide Urban Forestry Services	3,185.00
Inv 204410 Total		28,960.00
0 Total:		32,990.00

WES4152 - West Coast Arborists, Inc. Total:

32,990.00

YTI1023 - Y Tire Performance LLC

317572	10/04/2023	
Inv	36393	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
09/15/2023	PD tire replacement unit #1201	588.44
Inv 36393 Total		588.44
317572 Total:		588.44
YTI1023 - Y Tire Performance LLC Total:		588.44
ZOLL8021 - Zoll Medical Corporation		
0	10/04/2023	
Inv 90078052		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/09/2023	Preventive Maintenance Only, 1 YEAR (7/1/23 - 6/30/24)	310.00
Inv 90078052 Total		310.00
0 Total:		310.00
ZOLL8021 - Zoll Medical Corporation Total:		310.00
Total:		491,755.14

ATTACHMENT 4

Online Payments

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City of
SOUTH PASADENA

Online Payment Log			
Date	Vendor	Amount	Description
9/14/2023	So Cal Edison	\$19,022.26	Online Payment for Electric Accounts.
9/18/2023	So Cal Edison	\$22,590.34	Online Payment for Electric Account # 3859.
Total:		\$41,612.60	

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ATTACHMENT 5
Payroll Summary

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Payroll

Payroll Summary Report



Payroll Date: 9/15/2023 Regular

Checks	\$	1,343.05
Direct Deposits	\$	540,314.18
IRS Payments	\$	109,231.51
EDD - State of CA	\$	35,199.52
PERS Pension	\$	144,152.31
Deferred Comp	\$	27,141.53
PERS Health	\$	-

Subtotal: \$ 857,382.10

Grand Total: \$ 857,382.10

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City Council Agenda Report

ITEM NO. 8

DATE: October 4, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Cathy Billings, Library Director

SUBJECT: **Consideration of Adoption of a Resolution Approving the Library Special Tax Annual Report and Authorizing the Collection of the Tax for Fiscal Year 2023-2024**

Recommendation

It is recommended that the City Council consider adoption of a resolution approving the Library Special Tax Annual Report and authorizing the collection of the Tax by the County of Los Angeles at the Fiscal Year 2023-2024 rates.

Executive Summary

Each year, the City's consultant prepares an Annual Report and the tax levy listing for the Library Special Tax ("Tax"). They submit the levy list to the County of Los Angeles Department of Auditor-Controller, which collects the taxes on the City's behalf. The annual report presents the Tax rates for the new Fiscal Year, and the total amount of the levy, which in Fiscal Year 2023-2024 is \$407,369.22, an increase of approximately \$10,500.00 over last year.

Background

On June 7, 1994, South Pasadena voters established the City of South Pasadena's Library Special Tax. The Tax was renewed by voters in 1999, 2005, 2009, and in 2015, when an annual Consumer Price Index-based increase to the Tax rates was also approved. On November 8, 2022, voters again extended the Tax, maintaining the annual CPI-based increase, and approving the Tax to be levied annually until terminated by a majority vote of the electorate in South Pasadena.

The Library Special Tax rates for property owners are calculated each year by applying any annual increase of the June Los Angeles-Long Beach-Anaheim area All Urban Consumers Consumer Price Index (CPI-U) to the prior year's rates, beginning with the initial base Tax amounts assessed in Fiscal Year 2016-2017. These rates ranged from \$16.00 to \$128.00, depending on the property's buildable square footage (single family residential), the size of the parcel (non-residential), or number of units (multi-family residential).

Collection of the Special Tax is contingent upon the City adopting an operating budget for the Library Department that meets or exceeds the minimum “Required Amount” set by Section 2.89-5(b)(1) of the South Pasadena Municipal Code (SPMC). The Required Amount must be adequate to provide for all the elements of a “foundation program” of library services, as defined by the Education Code Section 18015. The Required Amount is calculated each year by applying any annual increase of the June CPI-U to the prior year’s Required Amount, beginning with an initial base Required Amount in Fiscal Year 1994-1995 of \$760,529.00.

Analysis

The City engaged NBS Government Finance Group to calculate the Fiscal Year 2023-2024 Special Tax rates, prepare and submit the tax levy listing to the County, and prepare an Annual Report (attached as Exhibit “A”). Below is a summary of the Special Tax.

Fiscal Year 2023-2024 Special Tax Fact Summary

CPI-U

- The June 2023 CPI-U number was released in July 2023 by the United States Department of Labor, Bureau of Labor Statistics. The number (322.055), represents an increase of 2.54% over and above the prior year’s CPI-U.

Levy and Revenue

- The total levy amount is \$407,369.22, which is approximately \$10,500.00 over the prior Fiscal Year levy. The City’s Budget, adopted before the June CPI-U figure was released, projected Library Special Tax revenue of \$375,149.00. Fiscal Year 2023-2024 revenue is likely to exceed the budgeted amount by approximately \$30,000.00.

Tax Rates

- After applying the 2.54% CPI-U increase, the Tax rates range from \$20.62 to \$165.03, depending on type and/or size of property.

Required Amount

- The Required Amount that the Library Department’s FY 2023-2024 budget must meet or exceed is \$1,582,249.14. The City’s Adopted Budget allocates \$2,211,234.00 for the Library, which exceeds the Required Amount by more than \$600,000.00.

Fiscal Impact

The Library Special Tax revenue collected in Fiscal Year 2023-2024 will provide approximately 18% of the Library’s budget.

Key Performance Indicators and Strategic Plan

This item is in line with the City 2021-2026 Strategic Plan goal to Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future.

Commission Review and Recommendation

Information about Library Special Tax administration for Fiscal Year 2023-2024 was shared with the Library Board of Trustees at a regular meeting on July 13, 2023. This was a discussion item only, and no action was recommended or taken.

Attachment:

1. Resolution Approving the Library Special Tax Annual Report and Authorizing the Collection of the Tax at the Fiscal Year 2023-2024 rates.
 - a. Exhibit "A": Library Special Tax Annual Report ("City of South Pasadena Fiscal Year 2023/24 Final Levy Summary Report for Library Special Tax").

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ATTACHMENT

Resolution approving the Library Special Tax
Annual Report and authorizing the collection of
the Tax at Fiscal Year 2023-2024 rates and
Exhibit A

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**CITY OF SOUTH PASADENA
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING THE ANNUAL LIBRARY SPECIAL
TAX REPORT AND AUTHORIZING THE
COLLECTION OF THE TAX AT THE FISCAL YEAR
2023-2024 RATES.**

WHEREAS, on November 8, 2022, the voters of the City of South Pasadena approved the extension of the Library Special Tax to be levied annually until terminated by a majority vote of the electorate in South Pasadena at a municipal election; and

WHEREAS, that approval also extends Chapter 2, Article VI of the South Pasadena Municipal Code (SPMC) which established procedures for determining the rate and method of apportionment of the Library Special Tax, the maximum rate to be levied, and enabling the collection of such tax; and

WHEREAS, the City Council has caused to be prepared by a government finance consultant an Annual Report entitled "City of South Pasadena Fiscal Year 2023/24 Final Levy Summary Report for Library Special Tax", which is presented to the City Council and attached hereto as Exhibit "A"; and

WHEREAS, the City Council has budgeted and appropriated the required amount to provide all the elements of a foundation program of library services consistent with the California Education Code Section 18015.

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

SECTION 1. The City Council has duly considered the Library Special Tax Annual Report, attached hereto as Exhibit "A" and incorporated herein for reference, and hereby approves said report as filed.

SECTION 2. The City Council has adopted the Budget for Fiscal Year 2023-2024 which provides for a total Library Budget in the amount of \$2,211,234.00.

SECTION 3. The City Council hereby establishes the tax rates as set forth in the Annual Report for the Fiscal Year commencing July 1, 2023 and ending June 30, 2024.

SECTION 4. The City Council hereby resolves that proceeds from any funds collected from the Library Special Tax shall be expended only for library services in accordance with SPMC Section 2.89-4.

SECTION 5. The City Council hereby declares that the Library Special Tax shall be collected in the same manner and subject to the same penalties as other charges and taxes collected on behalf of the City by the County of Los Angeles.

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 4th day of October 2023.

John Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez
Deputy City Clerk

Roxanne Diaz, City Attorney

Resolution No. _____

EXHIBIT A
Library Special Tax Annual Report

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CITY OF SOUTH PASADENA

Fiscal Year 2023/24 Final Levy Summary Report For:

Library Special Tax

August 2023

Prepared by:



nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

FISCAL YEAR 2023/24 LEVY SUMMARY

The City of South Pasadena (the “City”) first levied the City of South Pasadena Library Special Tax (the “Special Tax”) after it was approved by registered voters on June 7, 1994. The Special Tax was renewed by voters again in 1999, 2005, 2009, and 2015. Most recently, on November 8, 2022, voters renewed the Special Tax, to be levied annually until terminated by majority vote of the South Pasadena electorate at a municipal election.

The purpose of the Special Tax is to provide funds to the City to pay for maintenance and operation costs of the South Pasadena Public Library.

The following table provides a summary of the Fiscal Year 2023/24 Special Tax levy, prepared in accordance with the Special Tax formula and updated based upon the records of the Los Angeles County Assessor.

Special Tax Category	Parcel/Unit Count ⁽¹⁾	Special Tax Rate Basis	Special Tax Rate ⁽²⁾	FY 2023/24 Total Levy ⁽³⁾
Single-Family Residential and Condominiums				
<= 2,000 sf Residence	3,331	per Dwelling Unit	\$41.25	\$137,370.44
2,001 sf <= 4,000 sf Residence	1,968	per Dwelling Unit	61.88	121,779.84
> 4,000 sf Residence	201	per Dwelling Unit	82.51	16,582.50
Multi-Family Residential	5,418	per Dwelling Unit	20.62	111,754.76
Non-Residential				
<= ¼ acre lot	157	per Parcel	41.25	6,474.68
> ¼ <= ½ acre lot	79	per Parcel	82.51	6,517.50
> ½ <= ¾ acre lot	17	per Parcel	123.77	2,103.92
> ¾ acre lot	29	per Parcel	165.03	4,785.58
Totals:				\$407,369.22

(1) Unit counts are shown for residential categories and parcel counts are shown for non-residential categories.

(2) Special Tax rates are escalated annually based upon the annual (June to June) change in the Consumer Price Index for All Urban Consumers (“CPI-U”) in the Los Angeles-Long Beach-Anaheim area. The Special Tax rates were increased by 2.54% in Fiscal Year 2023/24, based upon the annual change in CPI-U.

(3) Includes installment rounding.

Properties subject to the Special Tax are levied based upon the Special Tax rates identified in the special tax formula, which are escalated annually based upon the change in the Consumer Price Index for All Urban Consumers (“CPI-U”) for the Los Angeles area as of June each year. The Fiscal Year 2023/24 Special Tax rates were increased by 2.54% based upon the change in CPI-U.

The following table outlines the historical changes in the CPI-U for the Los Angeles area:

Fiscal Year	June CPI-U Value	Annual CPI-U Increase ⁽¹⁾
2016/17	249.789	N/A
2017/18	255.275	2.20%
2018/19	265.522	4.01%
2019/20	274.380	3.34%
2020/21	278.121	1.36%
2021/22	289.218	3.99%
2022/23	314.072	8.59%
2023/24	322.055	2.54%

(1) The CPI-U Increase, as displayed in this table, is a rounding of the actual CPI-U Increase. The maximum Special Tax rates are calculated by using the actual CPI-U Increase, not the rounding of the actual CPI-U Increase.

NBS

Corina Chavez, Administrator
 Amanda Welker, Project Manager
 Tim Seufert, Client Services Director

FISCAL YEAR 2023/24 FINAL BILLING DETAIL REPORT

The Fiscal Year 2023/24 Final Billing Detail Report is provided as a separate document.



City Council Agenda Report

ITEM NO. 9

DATE: October 4, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Department Director

SUBJECT: **Consideration of Approval of the Second Amendment to the Professional Services Agreement with MV Cheng and Associates, Inc., for Temporary Staffing Services**

Recommendation

It is recommended that the City Council consider:

1. Approval of the Second Amendment to the Professional Services Agreement with MV Cheng and Associates, Inc., for temporary staffing services, extending the agreement to June 30, 2024; and
2. Authorize the City Manager, or designee, to execute the Second Amendment.

Executive Summary

The City's Finance Department has been utilizing the services MV Cheng & Associates Inc., for several years as the City continues to rebuild its Finance Department due to staff vacancies. Due to the recent vacancy of the Finance Manager position, the department needs assistance in completing the Fiscal Year end accounting close and audit, while staff begins implementing a new budgeting software system. This item does not require an appropriation.

Background

MV Cheng & Associates, Inc. has provided temporary staffing for the Finance Department since July 2022 and staff has been instrumental in helping with Bank Reconciliations and general ledgers. The temporary staffing need in Finance is ongoing, and has been instrumental in the Department becoming current with monthly reconciliations, audit work, and mid-year Budget preparation. The continued employment of existing temporary staffing would enable the Department to:

- Wrap up the Annual Comprehensive Financial Report (ACFR)
- Continue verifying Capital Assets
- Completing general accounting work
- Payroll improvements

On October 19, 2022, the City Council approved a Professional Services Agreement with MV Cheng and Associates, Inc. for temporary staffing services in an amount not to exceed

\$115,200, for the placement of an Interim Finance Director. The permanent Finance Director was filled in July 2023.

However, the Finance Manager accepted a position with another agency much closer to their home, leaving a critical position open during the fiscal year-end close process while the City's audit is under way. In working with MV Cheng and in prioritizing major accounting and budgeting tasks that lie ahead for the Finance Department, the Finance Director proposes the following:

- Continuing the existing temporary staffing in Finance and their momentum and ongoing work and capacity building
- Hiring of a part-time Special Projects Analyst, Dino Balos, who brings 31 years of both private and municipal experience ranging from audit/consulting services to Interim Finance Director for the City of Palos Verdes Estates to Accounting, Audit Manager for the City of Burbank.

Analysis

The initial MV Cheng & Associates contract for Financial Consulting Services had a duration from October 24, 2022, through June 30, 2023, for a maximum amount of \$115,200. The contract was then amended on January 18, 2023, to increase the contract amount to \$344,000 and extend the agreement to August 31, 2023. To date, \$279,938 has been expended from the contract, leaving \$64,062 available to cover the part-time senior accountant through February 2023.

However, as services are currently being provided, an amendment is required for the continuation of services and extend the current agreement to June 30, 2024. This will also provide the ability for the City to make payment for such services. Section 4 of the original agreement states an extension shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement. The proposed amendment follows Section 4 of the original agreement.

Staff recommends the approval of the Second Amendment to extend the term to June 30, 2024, for continued and expanded temporary staffing services to tackle the priority areas listed above, as well as the hiring of a high-level Special Projects Senior Analyst, and an Interim Finance Manager.

Fiscal Impact

The proposed amendment does not seek to increase the contract amount and no additional appropriations are being requested at this time. There is \$64,062 available in the contract at this time to fund services.

Attachments:

1. Proposed Second Amendment with MV Cheng & Associates
2. First Amendment with MV Cheng & Associates
3. Professional Services Agreement with MV Cheng & Associates

ATTACHMENT 1

Proposed Second Amendment with MC Cheng & Associates

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**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES,
INC.
FOR TEMPORARY CONSULTANT SERVICES**

THIS SECOND AMENDMENT (“Amendment”) is made on this 4th day of October, 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and MV Cheng & Associates, Inc. (“CONSULTANT”).

RECITALS

WHEREAS, on July 12, 2022, the City entered an agreement with the Consultant MV Cheng & Associates, Inc., to provide Financial Consulting Services to the City of South Pasadena (City) for total maximum amount of \$25,000; and

WHEREAS, on October 22, 2022, the City Council approved an Agreement in the amount not to exceed \$115,200;

WHEREAS, on January 18, 2023, Amendment No. 1 was approved by the City Council to extend the termination date of the Agreement to August 31, 2023, in an amount not to exceed \$199,400, bringing the aggregate total of Agreement and Amendments is a sum total of \$344,000; and

WHEREAS, the CITY desires to execute an Amendment to extend the termination date to June 30, 2024.

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

1. That Section 3.6 “Termination Date” is amended to June 30, 2024.
2. That all other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

“Consultant”
MV Cheng & Associates, Inc.

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez
Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne M. Diaz
City Attorney

Date: _____

ATTACHMENT 2

First Amendment with MV Cheng & Associates

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**AMENDMENT TO
PROFESSIONAL SERVICES
AGREEMENT FOR CONSULTANT SERVICES**

THIS AMENDMENT ("Amendment") is made on this 18th day of January 2023, by and between the CITY OF SOUTH PASADENA ("CITY") and MV Cheng & Associates, Inc. ("CONSULTANT").

RECITALS

WHEREAS, on July 12, 2022, the City entered an agreement with the Consultant MV Cheng & Associates, Inc., to provide Financial Consulting Services to the City of South Pasadena (City) for total maximum amount of \$25,000; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the Maximum Amount of the Agreement or Contract Termination Date, unless the City has given specific advance approval in writing; and

WHEREAS, the costs for Financial Consulting Services shall be amended to add an additional \$199,400, for a total not-to-exceed amount of \$344,000; and

WHEREAS, it is recommended that the termination date be revised to August 31, 2023.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is amended to read as follows: the highest total compensation and costs payable to the Consultant by the City under this Agreement; The Maximum Amount under this Agreement is three hundred and forty-four thousand dollars (\$344,000).
2. That Section 3.6 "Termination Date" is amended to August 31, 2023.
3. That Exhibit 'A' – Approved Fee Schedule – be revised to reflect consultants shall be compensated at rates of \$75 and \$120 respectively, per hour.
4. That all other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

"City"
City of South Pasadena


By: 
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 1/18/23

"Consultant"
MV Cheng & Associates, Inc.

By: 
Signature

Printed: Misty V. Cheng

Title: President/ CFO

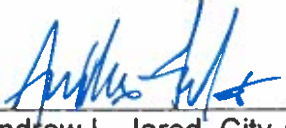
Date: 1/18/2023

Attest:

By: 
Desiree Jimenez, CMC
Chief City Clerk

Date: 1/18/2023

Approved as to form:

By: 
Andrew L. Jared, City Attorney

Date: 1/18/2023

ATTACHMENT 3
PSA with MV Cheng & Associates

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

City of South Pasadena, California

1. IDENTIFICATION

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

MV Cheng & Associates Inc.(“Consultant”)
102 W 24th Street
Upland, CA 91784

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Consultant fill in the role as an interim finance director.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Misty Cheng, President and CEO. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is (One-Hundred Fifteen Thousand and Two Hundred Dollars (\$115,200.00)).
- 3.5. “Commencement Date”: October 24, 2022
- 3.6. “Termination Date”: June 30, 2023

4. TERM

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

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the following duties for the Finance Department: Assistance with monthly bank reconciliation and other general ledger duties as assigned.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of

Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. MV Cheng & Associates Inc. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall be in the amount of \$120 per hour not exceed the total Maximum Amount of \$115,200.00 for this specific endeavor. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

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

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.5. **Hiring of Consultant's associates and/or subcontractors**
City agrees that each of Consultant's associates and/or sub-contractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or sub-contractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or sub-contractor has billed 960 hours to the City. City agrees to hire one of Consultant's associates and/or sub-contractors as a part time, non-benefited employee on the City's payroll only after the associate and/or sub-contractor has billed 960 hours to the City and the City pays a fee of 5% % of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant. If City employs Consultant's associates and/or sub-contractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant.

11. INDEMNIFICATION

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

- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, and consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

City will not be requiring insurance as Consultant will primarily be working from personal site/offsite and assisting with electronic schedules over a short duration.

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

Arminé Chaparyan/City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7212
Facsimile: (626) 403-7241

If to Consultant

MV Cheng & Associates
102 W 24th Street
Upland, CA 91784

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

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

17. INTERPRETATION OF AGREEMENT

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

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

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law,

disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

By: [Signature]
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 10/19/22

“Consultant”
MV Cheng & Associates Inc.

By: [Signature]
Signature



Printed: MISTY V. CHENG

Title: PRESIDENT & CEO

Date: 10-17-22

Approved as to form:

By: [Signature]
Andrew Jared, City Attorney

Date: 10/19/2022

Attest:

By: [Signature] OMC, Interim City Clerk Records Specialist
Desiree Jimenez, CMC, Chief City Clerk

Date: 10/19/22

EXHIBIT "A"

APPROVED FEE SCHEDULE

Consultant shall be compensated at a rate of \$120 per hour with a total contract not to exceed \$115,200.00 (One-Hundred Fifteen Thousand and Two Hundred Dollars even).

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City Council Agenda Report

ITEM NO. 10

DATE: October 4, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Luis Frausto, Management Services Director

SUBJECT: **Consideration of Adoption of a Resolution Approving a Purchase Order with CDW Government, in the Amount Not-To-Exceed of \$135,000 for the Purchase of Network Hardware Equipment, Utilizing the Sourcwell and PEPPM Cooperative Purchasing Programs**

Recommendation

It is recommended that the City Council consider:

1. Adopting a resolution approving a purchase order with CDW Government, in the amount not to exceed \$135,000, for the purchase of network hardware equipment;
2. Approve the use of the Sourcwell and PEPPM cooperative purchasing programs for the procurement pursuant to Section 2-99-29(19) and the City's Purchasing Policy; and
3. Authorize the City Manager, or designee, to effectuate the purchase.

Executive Summary

In the Fiscal Year 2023-2024 (FY 2024) budget, the City Council has approved funding for acquiring network hardware equipment and executing the Information Technology (IT) master plan. The Council is now requested to consider approving a purchase order amounting to \$135,000 with CDW Government, utilizing the Sourcwell and Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) cooperative purchasing programs to upgrade the City's network equipment. This proposed procurement aligns with the City's strategic objectives for technological progression and satisfactorily fulfills the established performance indicators for FY 2024. The initiative underscores our commitment to enhancing technological infrastructure and ensuring the optimized and strategic allocation of budgetary resources for advancing our city's IT ecosystem.

Background

The Management Services Department oversees the City's IT infrastructure, continuously striving to modernize the City's aging tech resources. The City's network hardware equipment is nearing the end of its operational lifespan, and due to the City's upgrade to a network-reliant phone system (Voice Over IP, VoIP), a high-reliability and higher-bandwidth network is required.

Networking refers to the practice of connecting computers and other devices together to share resources and information. It involves a network's design, construction, and use, including the physical (cabling, hub, bridge, switch, router, etc.) and the selection and use of telecommunication protocol. Currently, the City is relying on legacy Cisco networking hardware which are physical devices that mediate data traffic in computer networks. Examples of networking hardware include routers, switches, access points, network interface cards (NICs), and ethernet cables, each serving specific roles to enable communication and resource sharing across different devices and network segments.

The current network hardware equipment is aging and if not replaced, could disrupt City operations, as an end-of-life network poses vulnerability risks. These risks can hinder the staff's ability to deliver services to the community. Upgrading networking hardware is crucial for supporting a new VoIP system because it enhances overall system performance, ensuring optimal bandwidth and speed for high-quality, reliable voice communications.

Modern hardware provides enhanced reliability and stability, reducing downtime and offering stable connections which are essential for uninterrupted VoIP services. With advanced features like Quality of Service (QoS), upgraded hardware can prioritize VoIP traffic, minimizing latency and ensuring clarity in voice communications, even in high-traffic conditions. Additionally, state-of-the-art hardware boosts security, protecting VoIP communications from various threats and helping comply with security standards while allowing for efficient scalability to accommodate organizational growth and technological advancements in VoIP. Furthermore, the energy efficiency and reduced operational costs associated with modern hardware contribute to overall cost reductions, making it a sensible investment for enhanced productivity and improved user experiences in VoIP communications.

Analysis

If approved by the City Council, the City will upgrade the existing network hardware to the latest available generation, Cisco Meraki products. Cisco Meraki products are a step forward from traditional Cisco networking equipment, mainly focusing on cloud-managed IT solutions, including networking, security, and application firewalls. The importance and benefits of upgrading Cisco Meraki products from traditional Cisco networking equipment are substantial. There are several advantages to consider:

1. Ease of Use:

- **Centralized Management:** Cisco Meraki offers a centralized management platform that allows users to control and monitor the entire network from a single dashboard, simplifying the overall network management process.
- **Intuitive Interface:** The user interface is designed to be straightforward, reducing the learning curve for network administrators and allowing quicker setups.

2. Scalability:

- **Modular Approach:** The cloud-based structure supports easy scaling, allowing businesses to expand their network infrastructure as needed without major disruptions or overhauls.
- **Automatic Updates:** The products receive updates automatically, ensuring that the network always operates with the latest features and security protocols.

3. Improved Performance:

- **Optimized Connectivity:** Meraki products are designed to optimize network connectivity and reduce downtime, improving overall user experiences.
- **Enhanced Speed:** Meraki products' upgraded hardware and software components generally offer better performance and speed than older Cisco models.

4. Advanced Security:

- **Integrated Security Features:** Cisco Meraki comes with built-in security features such as intrusion detection and prevention, content filtering, and malware protection, reducing the risk of security breaches.
- **Compliance Management:** The platform simplifies compliance management for various standards, ensuring the network adheres to industry regulations.

5. Visibility and Monitoring:

- **Real-Time Analytics:** Meraki's dashboard provides real-time analytics and insights, enabling administrators to monitor network performance, user behavior, and traffic patterns effectively.
- **Alerts and Notifications:** Automated alerts immediately inform administrators about any network issues or security threats.

6. Cost Efficiency:

- **Reduced Operational Costs:** Centralized management reduces the time and resources required for network management, thus saving operational costs.
- **Lower Total Cost of Ownership:** The combined effect of reduced downtime, optimized connectivity, and enhanced security lowers the total cost of ownership.

7. Remote Management and Troubleshooting:

- **Cloud Accessibility:** The cloud-based management interface can be accessed from anywhere with an internet connection, allowing for remote management and monitoring of the network.
- **Remote Diagnostics:** Administrators can perform diagnostics and resolve issues remotely, reducing the need for on-site visits and interventions.

8. Advanced Features:

- **API Integrations:** Meraki's open API enables integration with various third-party applications and services, expanding the functionality and versatility of the network.
- **Machine Learning and AI:** Some Meraki products leverage machine learning and artificial intelligence for enhanced performance, security, and user experiences.

9. Enhanced User Experience:

- **Personalized Access:** Meraki allows the creation of personalized user experiences and access levels, accommodating the needs of different users within the organization.
- **High-Quality Wireless Experience:** With features like high-density support and advanced radio technologies, users get a high-quality wireless experience.

Upgrading from traditional Cisco networking equipment to Cisco Meraki products offers a range of benefits, including ease of use, scalability, improved performance, advanced security, better visibility and monitoring, cost efficiency, and remote management capabilities. The City can leverage these advantages to optimize our IT infrastructure, enhance network reliability and security, and support growth and innovation.

South Pasadena Municipal Code's Section 2.99-29(19) and the City's Purchasing Policy permit the City to engage in cooperative procurement. This allows the City to adopt another public agency's competitive bidding process for its acquisitions. The City intends to adopt the pricing and terms specified in the NASPO ValuePoint contract—a strategy local agencies have found effective over the years.

In terms of procurement, South Pasadena Municipal Code's Section 2.99-29(19) and the City's Purchasing Policy permit the City to engage in cooperative procurement. This allows the City to adopt another public agency's competitive bidding process for its acquisitions.

Sourcewell and PEPPM were created as cooperative purchasing programs that bring together state purchasing officials from across the United States to solicit and award competitive bids collectively.

The Sourcewell and PEPPM cooperative purchasing programs offer school districts and public sector agencies numerous benefits through cooperative purchasing. Leveraging Cooperative Master Purchasing Agreements enables cities to capitalize on the combined buying strength of several entities, achieving superior pricing and contract terms. This efficient system minimizes administrative burdens, guarantees uniform quality and standards, and speeds up procurement. This ensures cities can quickly access vital goods and services with fiscal prudence. Often referred to as "piggy-back agreements", these arrangements allow one agency to benefit from the pricing of another agency's competitively bid contract.

Network Hardware Equipment

October 4, 2023

Page 5 of 6

On December 1, 2019, Sourcewell, as a State of Minnesota local government agency and service cooperative initiated Contract No. 081419-CDW with CDW Government to provide equipment, products, or services to Sourcewell and its members. This cooperative arrangement provides discounted rates for network equipment hardware of various brands.

On January 1, 2023, PEPPM, as an educational service agency in Pennsylvania initiated Contract No. 535122-044 with Kern County Superintendent of Schools to provide networking equipment, products, or services. This cooperative arrangement provides discounted rates for network equipment hardware of various brands.

The City intends to adopt the pricing and terms specified in the Sourcewell Cooperative Purchasing Program.

According to the City's Purchasing Policy, any purchases surpassing \$30,000 require City Council approval. The proposed Resolution, if adopted, will authorize the City Manager or her representative to oversee purchases from CDW Government for up to a limit of \$135,000.

Alternatives

The City Council has the option to consider various alternatives to the primary recommendation outlined in this report, which include:

- *Continue Using End-of-Life Network Hardware:* Upgrading obsolete networking hardware is critical to maintain a secure, reliable, and efficient network environment. It helps organizations stay protected against cyber threats, comply with regulations, enhance performance, ensure compatibility and support, future-proof their IT infrastructure, reduce costs, and improve user experiences. Instead of replacing obsolete network hardware, the staff could operate with the current end-of-life hardware and only address replacements as the network fails. While the exact financial implications of this choice are unknown, costs could potentially surpass the presently allocated \$135,000 budget for network hardware replacements.
- *Initiate an RFP for Other Vendors:* The Council could instruct the staff to launch a Request for Proposal (RFP) to obtain quotes from different technology providers. During this RFP phase, staff would continue using the existing network hardware, replacing items as they malfunction to maintain service continuity. This approach can be inefficient and ineffective compared to a piggybacking approach because it requires significant staff time and resources to draft the RFP, evaluate proposals, and negotiate contracts, often extending the procurement timeline considerably. On the other hand, piggybacking leverages existing, pre-negotiated contracts, allowing for quicker, more streamlined acquisitions and optimizing the use of staff time and city resources.

Fiscal Impact

As part of the Fiscal Year 2023-2024 (FY 2024) budget, the City Council authorized the funding to purchase network hardware equipment in the amount of \$42,000 in Account No. 101-2030-2032-8530-000 (Information Technology- Computer Equipment), along with funding for the implementation of Information Technology (IT) master plan implementation, which includes network hardware equipment upgrades, in the amount of \$100,000 Account No. 206-3010-3041-8020-000 (State and Local Fiscal Recovery Funds- Special Department Expense). This project will leverage existing budgeted resources, and no additional appropriation is being requested at this time.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan Priority 6d, which aims to enhance technology. It also matches the Department's key performance indicator for FY 2024: upgrading the City's end-of-life networking equipment by December 2023.

Attachments:

1. Sourcewell Contract #081419-CDW
2. PEPPM Contract #535122-044
3. Proposed Resolution
4. Municipal Code Section 2.99-29(19) and Corresponding Purchasing Policy

ATTACHMENT 1

CDW Contract

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Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.**

1. *Product Warranty:* Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

2. *Services Warranty:* Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.

3. *Cloud Warranty:* Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of certificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

Members and the Cloud Service Provider (“Cloud Services Terms and Conditions”). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: CDW Government LLC
230 N. Milwaukee Ave
Address: Vernon Hills, IL 60061
Contact: John Moss
Email: johnmos@cdw.com
Phone: 312-547-2453
HST#: 36-4230110

Submission Details

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Submitter's IP Address: 165.225.57.75

Specifications**Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *

7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony.</p> <ul style="list-style-type: none"> - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding \$2B. <p>From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group:</p> <p>Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks.</p> <p>Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly \$700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than \$8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy.</p> <p>Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of</p>
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<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations::</p> <ul style="list-style-type: none"> • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: <ul style="list-style-type: none"> o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. <p>With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions.</p> <p>But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver:</p> <ul style="list-style-type: none"> - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.
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9 What are your company's expectations in the event of an award?

Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcwell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcwell/NJPA Technology Solutions proposal: \$350,000,000
 Actual growth for 2018: \$550,000,000 For the next five years of this contract, we project the following revenue targets under a sole source award:
 2020: \$594,930,000
 2021: \$624,680,000
 2022: \$655,910,000
 2023: \$688,710,000
 2024: \$723,140,000

Here are five big ideas on how CDW•G and Sourcwell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcwell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security.

2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcwell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions.

3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcwell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcwell organization and other valued Sourcwell vendors. As one of the longest-tenured Sourcwell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcwell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcwell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcwell, and in Sourcwell's recent transition from NJPA, connecting Sourcwell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcwell to achieve the following goals: a. Align Sourcwell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcwell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sheriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.

10 Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.

Sourcwell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcwell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data:

- Current CDW corporate credit ratings are all stable:
 - o Moody's: Ba2 o
 - Standard and Poor's: BB+ o
 - Moody's Outlook: Positive o
 - S&P Outlook: Stable
 - o Our cash plus revolver availability (open agreements to borrow) is at \$1.2B as of June 30, 2019, demonstrating strong financial credit.
- Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR")
- CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at \$16.2B We have also uploaded CDW's past three annual reports to provide Sourcwell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at <https://investor.cdw.com/>

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately \$17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~\$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported \$1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a manufacturer or a distributor/dealer? Please provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer.	<p>a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place.</p> <p>Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions.</p> <p>Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence.</p> <p>We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position.</p> <p>b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.</p>

		<p>www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafeteriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract.</p> <p>When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation.</p> <p>For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards:</p> <ul style="list-style-type: none"> - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. <p>HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing.</p> <p>SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council.</p> <p>Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.</p>

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner.</p> <p>Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019</p> <p>Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019</p> <p>Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women.</p> <p>Best for Vets Employer 2019 Military Times</p> <p>Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019</p> <p>Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality.</p> <p>Top 100 Solution Providers Computer Dealer News (CDN)</p> <p>Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list:</p> <ul style="list-style-type: none"> - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts .

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: \$142,600,688 2017: \$133,866,901 2016: \$142,939,903
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References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	\$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	\$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	\$13,029,947

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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<p>25</p>	<p>Sales force.</p>	<p>As Sourcewell’s member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell’s ideal partner should also be aligned with the nuances of your members’ industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract’s full potential.</p> <p>As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell’s member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G’s model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G’s sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector:</p> <ul style="list-style-type: none"> - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 <p>Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members’ quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell’s members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada’s head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector:</p> <ul style="list-style-type: none"> - Education: ~20 - Government: ~20 - Healthcare: ~15 <p>All of CDW•G and CDW Canada’s salesforce are direct employees.</p> <p>Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G’s business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members’ CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints.</p>
<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>CDW•G doesn’t use dealers. We resell directly.</p>

<p>27</p>	<p>Service force.</p>	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI Here's a further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships. <p>Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69.</p> <p>Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto
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28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience.</p> <p>If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.</p> <p>As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019. Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91%</p> <p>But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity.</p> <p>CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract.</p> <p>1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members.</p> <p>2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements.</p> <p>3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell.</p> <p>4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth.</p> <p>5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads.</p> <p>6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers.</p> <p>7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page.</p> <p>8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort.</p> <p>9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness.</p> <p>10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly</p>

		<p>seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.</p>
<p>34</p>	<p>In your view, what is Sourcewell's role in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.</p>	<p>Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.</p>

35	Are your products or services available through e-procurement system and how governme	<p>Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from \$30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment.</p> <p>As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell</p> <p>Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer.</p> <p>Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk-through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process.</p> <p>As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.</p>
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Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality...there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments.</p> <p>CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html</p> <p>For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members.</p> <p>Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members:</p> <p>VR</p> <p>VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely.</p> <p>CDW Blueprint to Design™</p> <p>We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafeteriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more than 800 Higher Education institutions sign up for the value-added service</p>

while delivering approximately 450 completed design packages for our customers.

Drones

Sourcwell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.

Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcwell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.

We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcwell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:

- 1,250 customers in a variety of industries
 - Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
 - Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Green
- The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: <https://www.linkedin.com/company/cdw>
 - Facebook: <https://www.facebook.com/CDWCorporation/>
 - Spiceworks: <http://community.spiceworks.com/pages/CDW>
 - Twitter: <https://twitter.com/CDWCorp>
 - YouTube: <https://www.youtube.com/user/CDWPeopleWhoGetIT>

<https://www.youtube.com/user/CDWTEchvision>

- Reviews on CDW.com: [http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer_-_](http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer_-_HowWeDolt_-_Customer+Reviews)

HowWeDolt_-_Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.

For more information, please see our Additional Documentation uploads.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards.</p> <p>Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV.</p> <p>Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours.</p> <p>Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.</p> <p>Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health.</p> <p>Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, y from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of o manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box.</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sourcwell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcwell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcwell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcwell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware.</p> <p>These are some of the programs we offer Sourcwell members:</p> <ul style="list-style-type: none"> - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two.</p> <p>CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications:</p> <ul style="list-style-type: none"> - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business <p>HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded \$2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers.</p> <p>CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program</p> <p>CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements.</p> <p>The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly.</p> <p>One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.</p>
<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a-half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team</p>

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components—technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over \$200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be generated by the eSports industry is expected to reach \$1.5 billion by 2018. CDW•G has extensive experience with gaming laptops and desktops, gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		<p>created a K-12 specific Education Team made of former educators and experts.</p> <p>Collective Previous Experience</p> <ul style="list-style-type: none"> - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist <p>Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between \$2,000-4,000.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more.</p> <p>Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%.</p> <p>Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.</p>

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	<p>Do your warranties cover all products, parts, and labor?</p>	<p>CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.</p>

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance.</p> <p>Included in our portfolio:</p> <ul style="list-style-type: none"> - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services <p>Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs.</p> <p>In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.</p>

48	What are your proposed exchange and return programs and policies?	<p>Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.</p>
49	Describe any service contract options for the items included in your proposal.	<p>In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following:</p> <ul style="list-style-type: none"> - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

<p>51</p>	<p>Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?</p>	<p>Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.</p>
<p>52</p>	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.</p>	<p>Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-</p>

		<p>located distribution centers that hold \$220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment.</p> <p>CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour:</p> <p>https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html</p> <p>As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products.</p> <p>For orders using the Sourcwell contract's terms and conditions, the Sourcwell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcwell Member receives invoice detailing Sourcwell contract has been used and this leads into reporting.</p> <p>For managing the contract and providing quarterly sales reports, Sourcwell handles the post- award process. Other companies often leave contract management to the outside of the scope of the RFP erroneously being purchased through this contract. The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcwell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcwell to review any details and answer questions, as needed. Sourcwell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards.</p> <p>CDW•G will not be using a dealer network as part of our response.</p>
53	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?</p>	<p>Yes, Sourcwell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.</p>

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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<p>54</p>	<p>Describe your pricing model (e.g., line-item discounts or product-categories materials (if applicable) in the document upload section of your response.</p>	<p>To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com. We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost-savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for \$699 and the one bought just yesterday suddenly drops in value from \$399 to \$99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slow evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large-scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcewell to consider as part of this offer can be found at www.cdwg.com/sourcewell. Additionally, we have provided sales for Sourcewell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.</p>
<p>55</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcwell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcwell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcwell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcwell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five- hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcwell, who ensure that Sourcwell members receive all program benefits.</p>
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcwell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcwell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcwell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcwell members’ experience is streamlined and services can begin in a timely manner.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All costs to serve Sourcwell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never ‘tacked on’ after purchase.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost \$10 and the 2-day air option costs \$25, then the Member is asked to pay \$15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the ‘free ground’ consideration.</p>

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck.</p> <p>For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down.</p> <p>As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business.</p>

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *
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63	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p>	<p>With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement.</p> <p>After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership.</p> <p>The next element of CDW•G's compliance process is a defined self-audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech.</p> <p>Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:</p> <ul style="list-style-type: none"> - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance <p>The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDW•G reported \$187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there.</p> <p>This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options.</p> <p>After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.</p>
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64	<p>Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>CDW•G is proposing the same general administrative fee which led to more than \$2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcwell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcwell member needs we propose these fees:</p> <ul style="list-style-type: none"> - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% <p>To best serve Sourcwell's growth, we propose 1.50% for select product categories in our offer, to best meet Sourcwell's needs:</p> <ul style="list-style-type: none"> - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% <p>We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcwell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcwell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcwell because of its unique advantages: member focus, flexibility, and fair administration fees.</p>
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Industry Specific Questions

Line Item	Question	Response *
65	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Sourcwell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following:</p> <ul style="list-style-type: none"> - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K-12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows <p>As Sourcwell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcwell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.</p>
66	<p>Describe your capability to report Sourcwell member eco-labels</p>	<p>For Sourcwell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcwell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcwell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcwell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcwell members understand and meet green initiatives. Our sales force will guide Sourcwell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.</p>

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is currently an Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship.</p> <ul style="list-style-type: none"> - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized Reseller for Apple including mobile device management, carrier activations, and application development. <p>Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW's expertise across multiple technologies.</p> <ul style="list-style-type: none"> - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. <p>Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, an exemplary commitment to Dell EMC.</p> <ul style="list-style-type: none"> - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner <p>CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert</p>

guidance and support. Lenovo

- Largest Global Partner

CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:

- CSP – Cloud Solution Provider

- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:

- Reseller of Microsoft Cloud Solutions

- Office 365 customers deployed

- U.S. Partner in Azure

- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.

CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)

- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)

- ~650 Cisco Certified Associates (CCNA/CCDA)

- ~700 Cisco Certified Sales Experts
Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.

Dell EMC. We have the following certified Dell-EMC engineers at CDW•G

- ~40 EMC certified technology architects

- ~10 Dell EMC Enterprise technical pre-sales specialists

- ~10 Dell EMC client solution specialists

- ~10 EMC certified cloud architects

- 1 EMC certified data scientist

- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.

Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.

- Certification: American Society for Quality - Certified Six Sigma Green Belt

- Certification: CCIE

- Certification: CCNP/CCDP

- Certification: Certified ScrumMaster {CSM}

- Certification: Cisco Telepresence PM Certification

- Certification: CISSP

- Certification: CSM

- Certification: CSM {Certified Scrum Master}

- Certification: ITIL Foundation

- Certification: ITIL Foundation

- Certification: ITIL Foundation

		<ul style="list-style-type: none"> - Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving Sourcewell (not-for-profit) and plans to grow utilization of your Sourcewell account.	<p>Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront.</p> <p>We intend to continue our sales team segmentation approach to serving Members because it works us closer to the customer, increases understanding of their unique challenges and amplifies our value. Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself.</p> <p>Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- [WMBE/MBE/SBE or Related Certificates](#) - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- [Warranty Information](#) - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- [Pricing](#) - Pricing.zip - Tuesday August 13, 2019 10:00:57
- [Supplemental Pricing Documentation \(if needed\)](#) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- [Additional Document](#) - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Kirby, President, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-CDW**

This Amendment is by and between **Sourcewell** (Sourcewell) and **CDW Government LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as “Parties.”

Vendor was awarded a Sourcewell Contract for Technology Catalog Solutions effective December 1, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Article 8 B. Administrative Fee is amended to add, “Upon written request of Vendor, Sourcewell will consider a reduction in Administrative Fees. The following Administrative Fee Reductions are approved through this amendment and remain in effect through the term of this Contract:

Affected Member:	Approved Administrative Fee Reduction Through the Term of this Contract:
National Sheriff's Association, Alexandria, Virginia	0.25%
State of Ohio Department Administrative Services	0.25%
Suffolk County Community College, New York	0.25%
Mansfield, Texas Independent School District	0.50%
All Florida State Universities Statewide	0.50%
University of Idaho	0.50%
All K-12 and HED in New York State	0.50%
University of Oregon	0.50%
All Oklahoma State Universities Statewide	0.50%
Tarrant County College District, Texas	0.50%
University of Maryland	0.50%

3. Notwithstanding the above, for all Sourcewell members, the Administrative Fee for Software shall be 0.25% and there shall be no fee for Chromebook hardware and Google Chrome License.

- 4. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

CDW Government LLC

By: Jeremy Schwartz _____
 Autho: C0FD2A139D06489...

By: Robert F Kirby _____
 Autho: 7BE3F6B21781400...

Jeremy Schwartz
Name – Printed

Robert F Kirby
Name – Printed

Title: Director of Operations & Procurement/CPO

Title: President, CDW Government LLC

Date: 2/25/2020 | 8:56 PM CST

Date: 2/25/2020 | 11:27 AM CST

APPROVED:

By: Chad Coauette _____
 Autho: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/25/2020 | 9:00 PM CST



CONTRACT EXTENSION

Contract Number: #081419-CDW

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061 have entered into Contract #081419-CDW for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

CDW Government LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2022 | 3:27 PM CST

DocuSigned by:
David Hutchins
By: 9CF4A8C1BBA446C...
David Hutchins
Title: Vice President, Strategic Programs
Date: 11/16/2022 | 2:44 PM CST

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ATTACHMENT 2

PEPPM Contract

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PEPPM 2023 Product Line Bid – California # 535122

AWARDED VENDOR AGREEMENT

BETWEEN

Kern County Superintendent of Schools (“Agency”)

AND

TD SYNEX Corporation

(Bidder's legal name referred to throughout this agreement as "Awarded Vendor")

For Bid Product Line:

Cisco

(Product Line Name within PEPPM 2023 Product Line Bid – California # 535122)

This Agreement is made and entered into as of the date this Agreement is fully executed by the Kern County Superintendent of Schools (Agency) after an initial signature from the Awarded Vendor. This date of final execution shall be known as the “Effective Date.”

Whereas, Agency issued a Request for Bids for PEPPM 2023 Product Line Bid – California (“RFB”);

Whereas, that RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, the Awarded Vendor submitted a Bid in response to the Agency’s RFB for the Product Line referenced above;

Whereas, the Agency determined that Awarded Vendor was the lowest responsive and responsible bidder for the Product Line referenced above; and

Whereas, Awarded Vendor signs and executes this Awarded Vendor Agreement to indicate its acceptance of the terms and conditions of the Contract as defined below;

Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. This Agreement is a Contract and Contract Documents consist of the Request for Bids, bid Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder’s responses to Questions, the Bidder’s PEPPM Bid Quote Sheet(s), the Bidder’s pricing spreadsheet, the Bidder’s PEPPM State Selection Form, the Bidder’s Ancillary Services Form, this Agreement, all other attachments and exhibits to the request for bids, all addenda to the request for bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the “Contract” between Agency for the Contract term, and during any authorized extensions.
2. Awarded Vendor agrees to furnish products and services related to the RFB in accordance with the RFB Terms and Conditions and Contract.

3. The Contract shall commence on January 1, 2023 and end on December 31, 2025. Agency and Awarded Vendor may elect to extend the term of the Contract as set forth in the Terms and Conditions.
4. Awarded Vendor agrees to honor submitted bid prices and pricing formulas according to all terms and conditions of the Contract Documents to all eligible buying organizations in California as authorized to purchase the products included in the Awarded Vendor's bid.
5. Where Awarded Vendor agreed to extend its quoted price formulas and effective prices to eligible LEAs in states and territories outside of California, Awarded Vendor agrees to extend those quoted bid prices and formulas according to all terms and conditions of the Contract Documents to those other LEAs and eligible agencies.
6. Awarded Vendor agrees to remit the Transaction Fee in accordance with the terms and conditions set forth in the Contract.
7. This Agreement shall be governed by and construed under the laws of the state of California, any disputes shall be determined in the court of general jurisdiction in the County of Kern.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands to be affixed.

Vendor Signature *E.W. Somers Jr.*
 Signatory Title Vice President of Public Sector
 Vendor Name TD SYNEX Corporation
 Address 44201 Nobel Drive
 City, State, Zip Fremont, CA 94538
 Date 9/19/2022

KCSOS Signature *Mary C. Barlow*
 Signatory Title For Mary C. Barlow, Kern County Superintendent of Schools
Assistant Superintendent of Finance
 Agency Name Kern County Superintendent of Schools
 Address 1300 17th Street
 City, State, Zip Bakersfield, CA 93301
 Date 11/14/22

ATTACHMENT 3

Resolution

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RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING A PURCHASE ORDER WITH CDW GOVERNMENT, IN THE AMOUNT NOT TO EXCEED OF \$135,000 FOR THE PURCHASE OF NETWORK HARDWARE EQUIPMENT, UTILIZING THE SOURCEWELL AND PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS COOPERATIVE PURCHASING PROGRAMS

WHEREAS, the City requires the use of technology hardware, including network hardware equipment for City operations; and

WHEREAS, the City desires to participate in the cooperative purchasing agreement negotiated by Sourcewell and Pennsylvania Education Purchasing Program (PEPPM) to purchase network hardware equipment from CDW Government; and

WHEREAS, Section 2.99-29(19) of the South Pasadena Municipal Code (“Municipal Code”) and the City’s Purchasing Policy allows for the City to engage in cooperative purchasing whereby the City uses another public agency’s competitive bid process as its own to purchase goods that it needs; and

WHEREAS, CDW Government. has a valid pricing agreement publicly bid by Sourcewell referred to as #081419-CDW, which is a cooperative procurement pursuant to the Municipal Code and which said pricing agreement is on file with the Department of Management Services; and

WHEREAS, Cisco has a valid pricing agreement publicly bid by PEPPM referred to as #535122-044, which is a cooperative procurement pursuant to the Municipal Code and which said pricing agreement is on file with the Department of Management Services; and

WHEREAS, Staff anticipates that the total cost of products purchased from CDW Government will exceed \$30,000, and the City’s Purchasing Policy provides that cooperative procurements exceeding \$30,000 require City Council approval.

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

Section 1. The recitals above are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council hereby authorizes the use of the Sourcewell and PEPPM Cooperative Purchasing Programs described in the Recitals to purchase

network equipment hardware from CDW Government, pursuant to Municipal Code Section 2.99-29(19) and the City's Purchasing Policy.

Section 3. The City Council approves the purchase of network equipment hardware from CDW Government, in an amount not to exceed \$135,000 ("Purchase")

Section 4. The City Council authorizes the City Manager, or designee, to effectuate the Purchase, including the issuance of purchase orders to CDW Government, under the terms of the Sourcewell and PEPPM cooperative purchasing agreements, and in conformance with this Resolution.

PASSED, APPROVED AND ADOPTED on this 4th day of October 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez,
Deputy City Clerk

Roxanne M. Diaz,
City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of August, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez,
Deputy City Clerk

ATTACHMENT 4

Municipal Code

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2.99-29 Purchasing system.

(1) Purchasing System Adopted—Purpose. In order to establish efficient procedures for the purchase of supplies, nonprofessional services and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases, a purchasing system is adopted.

(a) Authority to Legally Bind. The authority to legally bind the city is limited to the city council, city manager, finance director (purchasing agent) and department directors, in accordance with the purchase types and dollar thresholds in accordance with this chapter and the adopted purchasing policy.

(b) Unauthorized Purchases. Purchases approved by anyone other than the designated award authorities are unauthorized and do not constitute a valid charge against city funds. The city is under no obligation to pay vendors for unauthorized purchases, and employees who make such purchases will be subject to disciplinary procedures in accordance with the city's personnel policies and may be required to provide reimbursement.

(c) All employees are responsible for impartially ensuring fair competitive access to procurement opportunities by responsible suppliers and contractors. All employees shall abide by the ethical conduct standard stated in the purchasing policy.

(2) Definition of Terms. The following terms, whenever used in these procedures, shall be construed as follows:

(a) "Bidders' list" means a current file of sources of supply of articles for each category of commodities repetitively purchased for city use.

(b) "Department" means any department, commission or other unit of the city government, which derives its support wholly or in part from the city.

(c) "Lowest responsible bidder" means in addition to price, the "lowest responsible bidder" will be determined after the following factors have been considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

2. Whether the bidder has the facilities to perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 4. The bidder's record of performance of previous contracts or services;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
 7. The quality, availability and adaptability of the supplies, equipment or services to the particular use required;
 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 9. The number and scope of conditions attached to the bid.
- (d) "Open market" means and pertains to purchases or transactions that are executed without recourse to formalized purchasing procedure.
- (e) "Over the counter" means and pertains to purchases or transactions that are executed without recourse to competitive bidding and without a purchase order.
- (f) "Professional services" means services of engineers, architects, accountants, attorneys, doctors, and other persons or businesses with specialized scientific, expert, technical, or other skills of a similar nature.
- (g) Purchases. Purchases of supplies, equipment and personal property shall include leases or rentals as well as transactions by which the city acquires ownership.
- (h) "Purchase order" means a document which authorizes the delivery of specified merchandise or the rendering of certain service and the making of a charge for such merchandise or service.
- (i) "Requisition" means a written demand or request from the using department to the purchasing agent for specified article or service.

(j) “Responsible bid” means an offer, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specification, delivery terms and conditions and other requirements included in the invitation for bids.

(k) “Responsible bidder” means a bidder who submits a responsible bid and who is not only financially responsible, but is possessed of the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the contract according to its terms.

(l) “Services (general)” means any and all services rendered by independent contractors not otherwise specified including but not limited to the following: custodial services, building/equipment maintenance, the repair or maintenance of equipment, machinery and other city-owned or operated property. The term does not include services rendered by city officers or employees, or professional services which are in their nature unique and not subject to competition. This definition excludes contracts to construct public works projects addressed in Chapter 2 SPMC, Article XIII, commencing with SPMC 2.99-34. Public works projects pertain to the construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, including demolitions, the construction and installation of drainage systems, lighting and signaling systems, sewer and water systems, and park and recreational facilities. Maintenance required to preserve a public improvement is not considered a public work.

(m) “Specification” means a formulated, definite and complete statement of what is required by the city of the vendor, in the way of composition, construction, utility, durability, efficiency, texture, shape, form or dimension.

(n) “Supplies and equipment” means any and all articles or things which shall be furnished to or used by any department, including all printing, binding, publications, stationery, forms, journals or reports.

(o) “Using department” means the department that uses the supplies, equipment or services obtained pursuant to a particular requisition.

(p) “Goods” means materials, equipment and supplies needed by any department, including those items purchased with city funds and furnished to contractors for use with public works projects.

(q) “Purchasing policy” means the South Pasadena Finance Policies and

Procedures Manual, as adopted by the city council on September 7, 2022, and as may be amended from time to time by action of the city council.

- (3) Purchasing Department Established. There is created a centralized purchasing department, in which is vested authority for the purchase of supplies, nonprofessional services and equipment.
- (4) Purchasing Agent Designated—Powers and Duties.
 - (a) The director of finance is designated as purchasing agent. The director of finance may delegate the routine administrative responsibilities as specified in this section, the purchasing policy, or in any other applicable purchasing regulations, to another staff person. The purchasing agent shall be the head of, and have general supervisory duties over, the purchasing department. The duties of the purchasing agent may be combined with those of any other office or position.
 - (b) The purchasing agent shall:
 1. Negotiate where appropriate and purchase and contract for equipment, supplies (other than library books and periodicals), nonprofessional services or services not involving peculiar ability required by any office or department of the city in accordance with purchasing procedures prescribed by this section, and such other rules or regulations as shall be prescribed by the city council;
 2. Act to procure for the city at least expense and/or best quality to the city the needed quality in equipment, supplies, nonprofessional services or services not involving peculiar ability;
 3. Where competitive bidding is required, ensure that it is conducted with full and open competition and in full compliance with applicable law. Where competitive bidding is not required, ensure that the city's procurement of services is undertaken in a fair and transparent manner, based on demonstrated competence and qualifications, at a fair and reasonable price. Discourage uniform bidding, and endeavor to obtain as full and open competition as possible on all purchases;
 4. Prepare and recommend to the city manager and city council rules governing the purchase of supplies, services and equipment for the city in accordance with best practices;
 5. Keep informed of current developments in the field of procurement

trends, purchasing prices, market conditions and new products;

6. Prescribe and maintain such forms as are reasonably necessary to effectively administer the operation of this section and other rules and regulations;

7. Oversee the disposal of surplus equipment and supplies that have become unsuitable for city use. Recommend the transfer of surplus or unused supplies and equipment between departments as needed, and the sale of all supplies and equipment which cannot be used by any department, or which have become unsuitable for city use.

(c) The responsibility of staff in other departments in support of the efficient and effective administration of the purchasing system may be identified through the purchasing policy.

(5) Filing of Estimated Requirements. Each city department shall file detailed estimates of their requirements in supplies, services and equipment in such manner, at such time, and for such future periods as the purchasing agent shall prescribe.

(6) Exemptions From Centralized Purchasing. The purchasing agent may, in writing and with the approval of the city manager, authorize any city department to purchase or contract for specified supplies, services and equipment independently of the purchasing department, but the purchasing agent shall require that such purchases or contract be made in conformity with the procedures established by this section, and shall further require periodic reports from the department on the purchases and contracts made under such written authorization.

(7) Public Works Projects Exemptions. This section, except subsections (1) through (4) of this section, is expressly made inapplicable to bids for public works projects, governed by the procedures in Public Contract Code Sections 20100 and 22000 et seq. Public works projects shall be awarded according to the procedures of Chapter 2 SPMC, Article XIII, Awarding Public Works Contracts.

(8) Local Vendor Purchasing Preference. Local preference is the practice of procurement from South Pasadena vendors because they are also local taxpayers. Purchases from South Pasadena vendors are strongly encouraged where competitive prices and quality exist. With all specifications and conditions equal except price, a preference will be given to in-city vendors equal to five percent of the quoted price when general fund monies are used for the acquisition. The

rationale for local preference is that one percent of the sales tax on most acquisitions returns to the city general fund as revenue, effectively reducing the cost of acquisition.

(9) Competitive Bidding.

(a) Contracts resulting from competitive bidding will be awarded by the appropriate award authority based on the lowest responsible bidder who submitted a bid that was responsive to the solicitation request. A bid is considered to be responsive if it conforms in all material respects to the solicitation requirements; minor defects may be waived by the purchasing agent. A bidder is considered to be responsible if they possess the demonstrated ability, capacity, experience and skill to provide the goods and/or services required by the solicitation.

(b) Whether soliciting price quotations or conducting sealed bidding, it is a best practice to provide notice to as many qualified bidders as possible to ensure fair and open competition. It is the policy of the city that a minimum of three quotations must be solicited whenever possible; provided, however, all quotations may be dispensed with in an emergency, or where said goods and/or services can be obtained from only one source. With regard to emergency purchases, Public Contracts Code Sections 1102 and 22050 may apply and if applicable, shall be followed.

(c) If fewer than three quotes are received, the using department must provide an explanation with the purchase requisition that good faith efforts were made to obtain the required number of quotations. The requisition must also include documentation of the good faith efforts, i.e., vendor "no bid" response, email(s) sent to prospective vendors, etc. Though professional services are exempt from competitive bidding under the city's purchasing policy, proposals should be solicited from at least three sources to ensure best value and/or to comply with federal or state law as required.

(d) The city council may authorize purchase of supplies, equipment and services of a value greater than \$30,000 without complying with the above procedures when in the opinion of the council, compliance with competitive bidding is not in the best interest of the city.

(e) Conditions.

1. Bid Security. When deemed necessary by the purchasing agent, bidders' security shall be required. Bidders shall be entitled to return of

bid security upon execution of the contract or upon the readvertisement for bids; provided, that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within 10 days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The awarding authority may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the awarding authority awards the contract to the next lowest bidder, the bidder first awarded the contract shall forfeit only the portion of his security, which is equal to the difference between his bid and the bid of the next lowest responsible bidder. If the next lowest bidder is awarded the contract and he fails or refuses to execute the contract, he shall forfeit his entire bid security.

2. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing agent, and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

3. Rejection of Bids. At its discretion, the awarding authority may reject any and all bids presented, and readvertise for bids.

4. Tie Bids. If two or more bids received are for the same total amount or unit price, quality, service and delivery being equal, and if the public interest will not permit the delay of readvertising for bids, the awarding authority may accept the one it chooses, or accept the lowest bona fide offer by negotiation with the tie bidders at the time of the bid opening.

5. Payment and Performance Bonds. The purchasing agent shall have authority to require a performance bond before entering a contract, in such amount as it shall be found reasonably necessary to protect the best interests of the city. If the purchasing agent requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

6. Purchases of goods or services that can be obtained from only one source may be made by the purchasing agent without advertising and after approval by the awarding authority.

(10) Goods and/or General Services—Competitive Bidding and Contract Award Thresholds.

(a) Purchases up to \$2,500 (Over the Counter). Purchase of goods, supplies, equipment, or services not involving a unique ability and not exceeding an estimated value of up to \$2,500 may be made by the department director over the counter. Quotations are encouraged. Purchases may be made by the relevant department director.

(b) Purchases Between \$2,501 and \$10,000 (Open Market Procedures). Purchase of goods, supplies, (other than library books and periodicals), equipment, or services not involving a unique ability with an estimated value above \$2,500 and not exceeding \$10,000 may be made by the department director in the open market after obtaining written quotations. Written quotations shall be submitted to the department director, and routed to the purchasing agent for final verification. Purchases are awarded by the department director. The city attorney shall determine whether the required written agreements for the purchase shall be in purchase order or contract form.

(c) Purchases Between \$10,001 and \$30,000 (Open Market Procedures). Purchase of goods, supplies, (other than library books and periodicals), equipment, or services not involving a unique ability with an estimated value above \$10,000 and not exceeding \$30,000 may be made by the purchasing agent in the open market after obtaining written quotations solicited by written notice inviting quotations. Written quotations shall be submitted to the department director, and routed to the purchasing agent for final verification. Purchases are awarded by the purchasing agent. The city attorney shall determine whether the required written agreements shall begin purchase order or contract form.

(d) Purchases Above \$30,000 (Formal Sealed Bidding). Purchase of goods, supplies (other than library books and periodicals), equipment, or services not involving a unique ability and exceeding an estimated value of \$30,000 shall be made by formal sealed bidding, using city's standard bidding templates, associated product specifications, and/or scope of services, except as otherwise provided herein. Notification to prospective bidders must be provided by issuing a notice inviting bids, published and processed in accordance with the procedures identified in the purchasing policy, and sent to names on the bidders' list. Award of contract shall be made by the city council. Written contracts shall be required for purchases made under this section, and reviewed by the city attorney. The purchasing agent is authorized to execute such contracts on behalf of the city, attested to by the city clerk.

(11) Best Value Procurement and Qualifications-Based Selection. Best value procurement and qualifications-based selection shall be undertaken in accordance with the purchasing policy.

(12) Professional Services. Contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. No solicitation method is required but quotations are encouraged; contracts for architects and engineers shall be on a qualifications-based selection process. If the contract is equal to or below \$30,000, the contract shall be reviewed by the city attorney and require the approval of, and be executed by, the city manager. All contracts exceeding \$30,000 must be reviewed by the city attorney and approved by the city council.

(13) Encumbrance of Funds. Except in cases of emergency and as approved by the city manager and later ratified by the city council, the purchasing agent shall not issue any purchase order for goods, supplies, equipment, nonprofessional services or services not involving a unique ability for which there is an insufficient appropriation in the budgetary account against which said purchase is to be charged. Emergency transactions may be subject to Public Contract Code Sections 1102 and 22050.

(14) Inspection and Testing of Materials and Services. The purchasing agent may inspect supplies and equipment delivered, and determine their conformance with the specifications set forth in the order or contract. The purchasing agent shall have authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries, which are necessary to determine their quality and conformance with specifications.

(15) Surplus Supplies and Equipment. All using departments shall submit to the purchasing agent, at such times and in such forms as he shall prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The using department, with the concurrence of the purchasing agent, shall have authority to sell all supplies and equipment which cannot be used by any department, or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment. City manager approval is needed for sale of supplies and/or equipment when the total estimated value exceeds \$10,000. The purchasing agent shall also have the authority to make transfers between departments of any usable surplus supplies or equipment.

(16) Splitting Orders to Avoid Competitive Bidding or More Rigorous Purchasing

Procedures Prohibited. Purchases of supplies, materials, equipment or services shall not be split into smaller orders or components for the purpose of avoiding competitive bidding or more rigorous purchase procedures.

(17) Equipment Leasing Agreements.

(a) As used in this section:

1. "Leasing of nonpurchasable equipment" means equipment which is available through "lease only" plans;
2. "Leasing purchasable equipment" means equipment which can be acquired through "lease with option to purchase" type plans;

(b) Equipment Leasing. Leasing of purchasable or nonpurchasable equipment shall be in accordance with subsections (7), (8), (9), (10) and/or (19) of this section.

(18) Maintenance Agreements.

(a) As used in this section, "maintenance agreements" means agreements with maintenance service providers for the maintenance of city equipment in good operating condition subject to terms and conditions agreeable to both the provider and the city.

(b) Maintenance agreements shall be signed or terminated before agreement expiration by the purchasing agent with prior approval of the department head responsible for the equipment.

(19) Noncompetitive Procurements. Nothing contained in this section shall prohibit procurement made by sole source, single source, or cooperative procurement methods as addressed through and in accordance with the purchasing policy, where competitive bidding may otherwise be required.

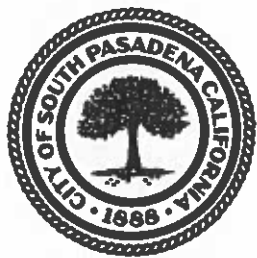
(20) Library Books and Periodicals. The city librarian may purchase library books, periodicals, audiovisual, CD-ROM, and electronic format materials in accordance with the budget approved by the city council.

(21) Nothing contained in this section shall prohibit the city from purchasing supplies, services or equipment, without complying with the herein bidding procedure, from a supplier who offers the same or better price, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency; provided, that the competitive procurement process of the other agency meets

or exceeds the standards of the city, is for like or greater quantities and that, in the opinion of the purchasing agent, it is in the best interest of the city.

(22) Purchases Utilizing Federal Funding. Uniform guidance requirements contained in the Code of Federal Regulations at 2 CFR 200.318 through 200.327 shall be followed when purchasing goods and services that utilize federal grants funds. (Ord. No. 2048, § B; Ord. No. 2096, § 1; Ord. No. 2180, § 1, 2008; Ord. No. 2187, § 9, 2009; Ord. No. 2299, § 2, 2016; Ord. No. 2369, § 1, 2022.)

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City Council Agenda Report

ITEM NO. 11

DATE: October 4, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Luis Frausto, Management Services Director
Alma Medina, Senior Management Analyst

SUBJECT: **Consideration of Approval of an Amendment to the Agreement with California Metro Patrol for Security Guard Concierge Services in an Amount Not-to-Exceed \$84,600 and to Extend Agreement for up to 12 Months**

Recommendation

It is recommended that the City Council consider approving the amendment to the agreement with California Metro Patrol for security guard concierge services to increase the contract amount by \$84,600, extend the agreement for up to an additional 12-month period, and authorize the City Manager to execute the amendment.

Executive Summary

The City Council is requested to consider approving an amendment to the agreement with California Metro Patrol to continue providing security guard concierge services as staff finalizes and releases a Request for Proposal (RFP) for services. In March 2023, City staff initiated a security services pilot program to provide security guard concierge services in the amount of \$23,021. The proposed amendment seeks an additional \$84,600 and extends the term for up to 12 additional months to continue the pilot program and allow for time for staff to complete a competitive bid process (RFP) for ongoing security services. The increase to the contract amount will use existing budget appropriation that was part of the FY 2024 budget; no additional funding is being requested.

Background

The original agreement with California Metro Patrol was approved in March 2023 to initiate a pilot program for security services as City Hall experienced the return of residents and patrons for services. The concierge security services are used to direct foot traffic at the facility and allow for better service delivery as customers are better served and attended to. Services have continued and the amount currently due to the vendor for services rendered as of the time that this staff report was written stands at \$15,519. Therefore, staff is requesting that the agreement be amended to extend the term.

City staff has observed improved customer service in relation to the concierge security services as well as increased sense of safety on-site. Costs for this service have been included in the Fiscal Year 2023-2024 (FY 2024) budget in the amount of \$120,000. Staff has prepared an RFP and is currently in final review for release. Once the RFP is released and proposals are received, staff will return to the City Council with a recommendation on a proposed vendor and respective contract.

Analysis

As of the time that this staff report was composed, the City has incurred approximately \$38,540 for security concierge services rendered by California Metro Patrol. The services rendered by California Metro Patrol have been well received by staff as they have more time and ability to perform their duties because they no longer direct people to where to go for City business or services. California Metro Patrol has been a cooperative partner to the City, as they have continued to render services even after the contract expired. They are also conveniently located in the neighboring City of Pasadena and have been used by the Pasadena School District and the City of Azusa.

The current concierge guard that has been provided by California Metro Patrol directs incoming residents and community members to the correct departments in accordance with their requests. Guests are also instructed to sign in to keep track of individuals coming in. Aside from directing traffic, the services also include support for staff, as there have been incidents where incoming patrons have harassed staff. Although this does not occur often, staff previously called the Police Department for assistance. With the services provided by California Metro Patrol, staff no longer need to rely on the Police Department, alleviating those resources back into the community.

As the City continues to do business, especially in the upcoming election year, staff believes that the influx of foot traffic at City Hall will continue to grow. Staff will release an RFP in the next few months to procure security concierge guard services. The proposed amendment will allow staff enough time to go through the process while also keeping consistency in service delivery to the community by not disrupting operations.

Fiscal Impact

The proposed amendment seeks to increase the contract authority with California Metro Patrol by \$84,600, bringing the revised total contract amount to a ceiling of \$107,621. As a part of the FY 2024 budget, the Management Services Department has allocated \$120,000 for city hall security in Account No. 101-2030-2031-8200 (Management Services- Contract Services), so no additional funding is being requested. Although staff is requesting approval for an up to 12-month extension, funding to cover the extension is budgeted for security services. If the funds are not expended as part of this agreement, the funds will be released and used for the contract awarded through the RFP process after the contract is awarded and the current agreement with California Metro ends.

Amendment to Agreement with CA Metro Service Patrol
October 4, 2023
Page 3 of 3

Attachments:

1. Proposed Amendment to Agreement with California Metro Patrol
2. Agreement with California Metro Patrol

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ATTACHMENT 1

Proposed Amendment to Agreement with California Metro Patrol

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**AMENDMENT TO
AGREEMENT WITH CALIFORNIA METRO PATROL FOR SECURITY GUARD
CONCIERGE SERVICES**

THIS AMENDMENT (“Amendment”) is entered into as of June 30, 2023 by and between the CITY OF SOUTH PASADENA (“CITY”) and CALIFORNIA METRO PATROL. (“VENDOR”).

RECITALS

WHEREAS, on March 27, 2023, the CITY and VENDOR entered into an Agreement for SECURITY GUARD CONCIERGE SERVICES (“Agreement”) for VENDOR to perform SECURITY GUARD CONCIERGE services for the City; and

WHEREAS, the original Agreement was in the amount of \$23,021.60; and

WHEREAS, the CITY desires to execute an amendment to increase the compensation in an amount not to exceed of \$84,600 and extend the term for up to an additional twelve months, as needed, to June 30, 2024. The aggregate total of Agreement and this Amendments is a sum total of \$107,621.60; and

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

Section 1. The term of the Agreement as described on the first page of the Agreement is hereby revised as follows: “Service Start Date”: March 27, 2023 through June 30, 2024, as needed and determined by the City (“Term”).”

Section 2. The Agreement is amended to incorporate the following provision: The City shall compensate Vendor for the services provided to the City at the hourly rate set forth in the Agreement. However, in no event shall Vendor be paid more than \$107,621 during the Term for the services.

Section 3. The Agreement is amended to incorporate the following provision: The City may terminate this Agreement at any time for any reason or no reason after giving written notice to Vendor at least ten calendar days before the termination is to be effective. Vendor shall cease all work under this Agreement on the effective date of termination specified in the notice. In the event of termination by the City, due to no fault of Vendor, Vendor shall be paid based on the services performed through the date of termination. Vendor shall have no other claim against by the City by reason of such termination.

Section 4. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

“City”
City of South Pasadena

“Vendor”
California Metro Patrol

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed:

Title: City Manager

Title:

Attest:

By: _____
Mark Perez , Deputy City Clerk

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

ATTACHMENT 2
Agreement with California Metro Patrol

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SECURITY SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 27th day of MARCH, 2023, by and between **CALIFORNIA METRO PATROL & EMS, INC.**,
 DBA: CALIFORNIA METRO PRIVATE SECURITY PATROL, DBA: CALIFORNIA METRO PATROL, DBA: CMP (hereinafter "Service Provider") and: **ACT # SPAS 1414 MS**

Client: <u>City of South Pasadena – City Hall</u>	Contact: <u>Police – Front Desk (626) 403 – 7270</u>
Address: <u>1414 Mission Street</u>	<u>City Hall Main Desk (626) 403 – 7230</u>
City: <u>South Pasadena</u> State: <u>California</u> Zip Code: <u>91030</u>	Client/Billing e-mail: [Tamra Binns] <u>tbinns@southpasadenaca.gov</u>

Service Start Date: March 27st, 2023 thru June 30th, 2023 CLIENT/Billing e-mail: dmegerdichian@southpasadenaca.gov

Type of Service:	Rate:	Coverage:
<input checked="" type="checkbox"/> Daily Patrol	<u>See Addendum</u>	CMP Officers assigned 4 Days a week as described in the ADDENDUM . Officers posted & visibility present at the FRONT ENTRY of CITY HALL as a Concierge for Greeting and Customer Service to work in Conjunction with Staff will assist in VERIFYING Visitors when entering. Report or Address Crimes in Progress at the Property, remain visible & vigilant while assigned to ensure a safe & secure environment. Officers will be observant to unwanted persons Damaging/Entering/Burglarizing the property.
<input type="checkbox"/> RAPID ALARM Response	<u>FREE - San Marino</u>	
<input checked="" type="checkbox"/> Posted UN-ARMED Officer	<u>See Addendum</u>	
IF Needed for Special Events or Posted ARMED Officer	\$ Monthly and/or Hourly rate is based on NEW TEMPORARY Services.	
<input type="checkbox"/> NO Trespassing Signs		
<input checked="" type="checkbox"/> Property Walk		

*** Other Terms: CMP & City of South Pasadena will evaluate this Agreement for renewal of reserves with option of reoccurring services.
 *** California Metro Patrol Officers that are Registered and Qualified for "Armed" service with California Bureau of Security and Investigative Services ***

Client has requested CMP to provide & CMP agrees to provide services checked above & described herein in accordance with the terms of this agreement.

1. PAYMENT AND TERMS

- A. THE TOTAL MONTHLY FEE FOR SERVICES WILL BE BILLED AND PAYABLE TO: **California Metro Patrol**
- MONTHLY – Billed 10 days PRIOR to END of Period (For Services) Invoicing e-mail: accounting@californiametropatrol.com
- ALARM COMPANY – For Other Alarm Companies – Billed at Additional \$ 185.00/Month.
- RAPID ALARM Response** – INCLUDED FREE clients with SAN MARINO SECURITY with CMP Patrol Services

CLIENT HAS REQUESTED BILLING AND PAYABLE TERMS CHECKED ABOVE AND DESCRIBED HEREIN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. PAYMENT IS DUE UPON RECEIPT OF AN INVOICE. IN ADDITION, THE CLIENT WILL PAY THE PRO-RATE FEE FOR THE MONTH IN WHICH SERVICE BEGINS.

B. THE ORIGINAL TERM OF THIS AGREEMENT FOR SERVICES SHALL BE THREE (3) MONTHS AND NO RENEW FOR ANY ADDITIONAL PERIOD UNLESS EITHER PARTY GIVES THE OTHER ATLEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ITS INTENTION TO CONTINUE THE TEMPORARY AGREEMENT. SERVICE PROVIDER MAY INCREASE THE SERVICE FEE AT ANY TIME AFTER THE ORIGINAL TERM OF THIS AGREEMENT BY GIVING THE CLIENT THIRTY (30) DAYS PRIOR WRITTEN NOTICE. IF CLIENT IS UNWILLING TO PAY THE INCREASED SERVICE FEE, CLIENT MAY TERMINATE THIS AGREEMENT BY GIVING SERVICE PROVIDER WRITTEN NOTICE WITHIN THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THE INCREASE. IF THE CLIENT GIVES THE SERVICE PROVIDER WRITTEN NOTICE TO CANCEL THIS AGREEMENT, CLIENT MUST OBTAIN WRITTEN CONFIRMATION OF RECEIPT OF CANCELLATION NOTICE FROM THE SERVICE PROVIDER IN ORDER FOR THE CANCELLATION OF THIS AGREEMENT TO TAKE EFFECT, IF CLIENT HAS MADE PAYMENTS FOR SERVICES IN ADVANCE TO SERVICE PROVIDER, SERVICE PROVIDER WILL REFUND ADVANCED PAYMENT TO CLIENT WITH THE PRO-RATA FEE FOR THE MONTH IN WHICH SERVICE ENDS. THIS REFUND WILL BE DUE WITHIN THIRTY (30) DAYS OF THE DATE OF CANCELLATION OF THIS AGREEMENT. **THIS RATE & TERM IS A SPECIAL OFFERING BASED ON PROFESSIONAL RELATIONSHIP WITH CITY OF SOUTH PASADENA & IS NOT TRANSFERRABLE.**

GENERAL TERMS APPLICABLE TO ALL OPTIONS:

CLIENT ACKNOWLEDGES THAT THE SERVICE FEE IS BASED UPON EXISTING FEDERAL, STATE AND LOCAL TAXES AND CHARGES. SERVICE PROVIDER SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE SERVICE FEE TO REFLECT ANY ADDITIONAL OR INCREASED TAXES, LICENSES, PERMITS OR FEES WHICH MAY BE CHARGED TO SERVICE PROVIDER BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATING TO THE SERVICES PROVIDED HEREUNDER, AND CLIENT AGREES TO PAY THE SAME. SPECIAL SERVICES IS NOT INCLUDED IN THE MONTHLY FEE. THERE IS NO FINANCE CHARGE OF COST OF CREDIT ASSOCIATED WITH THIS AGREEMENT.

2. **ACKNOWLEDGMENT; RECEIPT OF COPY:** CLIENT ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT, CLIENT RECEIVED, READ AND UNDERSTOOD A LEGIBLE EXACT AND COMPLETELY FILLED IN COPY OF THIS AGREEMENT.
3. **SERVICE PROVIDER'S LIMITED LIABILITY:** WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL PREVENT ANY LOSS BY BURGALRY, HOLDUP, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. YOU ACKNOWLEDGE AND AGREE THAT (A) WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE SERVICE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED; (B) YOU ASSUME ALL RISK OF LOSS OR DAMAGE TO YOUR PREMISES OR TO THE CONTENTS EREOF, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 10 IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE.

ALL OF THE TERMS ON PAGE TWO AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE SIGNING BELOW. YOU, THE CLIENT, MAY CANCEL THIS AGREEMENT AT ANY TIME, BY GIVING THIRTY DAYS WRITTEN NOTICE, EFFECTIVLY MAKING THIS AGREEMENT A MONTH TO MONTH AGREEMENT.

CALIFORNIA METRO PATROL & EMS, INC.

By: Joseph Perez Date: 3-21-2023

Printed Name: Joseph Perez Title: Operations Chief

CLIENT

By: Armine Chaparyan Date: 3-27-2023

Printed Name: Armine Chaparyan Title: City Manager

THIS AGREEMENT WILL NOT BE BINDING UPON CALIFORNIA METRO PATROL & EMS, INC. UNTIL EITHER (1) SIGNED BY ONE OF CALIFORNIA METRO PATROL & EMS, INC'S OWNERS/MANAGERS, OR (2) CALIFORNIA METRO PATROL & EMS, INC. STARTS THE SERVICES. IN THE EVENT OF DISAPPROVAL, CALIFORNIA METRO PATROL & EMS, INC. SHALL ONLY BE OBLIGATED TO REFUND ANY PAYMENTS PREVIOUSLY MADE TO CALIFORNIA METRO PATROL & EMS, INC. AS AN ADVANCE AGAINST ~~1 SERVICE~~ DESIRED HEREUNDER.

4. **DESCRIPTION OF SERVICE:**

Client authorized Service Provider (if applicable) to enforce Client's property rules and regulations and to cause the arrest of any person or persons on or around Client's location who are unauthorized by Client to be on Client's property and to hold such person or persons until released by Client, his known representative or law enforcement. If Service Provider's personnel observe criminal activity or other threats to Client's premises, Service Provider's personnel will take appropriate prudent action, and if Service Provider deems necessary Service Provider will notify the proper law enforcement, emergency personnel and/or the first available person on the Client's emergency call list. CLIENT UNDERSTANDS AND AGREES THAT SERVICE PROVIDERS PERSONNEL, INCLUDING BUT NOT LIMITED TO, PATROL OFFICERS AND DISPATCHERS DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS. Client hereby authorizes Service Provider to cause the tow of any unauthorized vehicles on or around client's premises. In the event that Service Provider should be requested or required to tow a vehicle, it is understood and agreed to, that Service Provider is to be held harmless, from any and all costs and actions surrounded by said tows. Client may request to increase coverage of services subscribed or decrease coverage, or subscribe to other or additional services Service Provider offers by verbal and or written notice under the terms of this Agreement. It is agreed to and understood that Service Provider may supply Client with written report, but Service Provider's failure to do so does not constitute a reduction in service or a breach hereunder. Client in no event shall make any deductions from invoices as a result of any security officer's failure to leave and provide reports. Client shall pay Service Provider at the rate of \$65.00 per hour, with a minimum of four (4) hours, for any and all time spent by Service Provider or Service Provider's personnel in connection with any legal court action originated on the Client's location in connection with any assigned duties hereunder.

A. PATROL SERVICE: Patrol service shall consist of uniformed Patrol Officers in marked Service Provider vehicles patrolling Client's premises by vehicle and or on foot on a random and or scheduled number of patrols basis. In the event a Patrol Officer(s) is required to be stationed at the location for more than sixty minutes, an hourly charge of \$118.00 per hour MAY APPLY, with a minimum of two hours. The charge shall be due and payable upon Client's receipt of Service Provider's invoice for such charge. The Client and Service Provider agree that in the event of an emergency, or in the event a patrol officer is engaged at another location or incident, or in the event Service Provider may be short staffed, it may not be possible for Service Provider to provide the random and/or scheduled number of patrols on a given day. Client agrees to hold Service Provider harmless from any liability resulting therefrom. ALL COSTS SUPERCEIDED BY: Posted ARMED Officer COST in ADDENDUM Page.

B. RAPID ALARM RESPONSE: If Client has elected to subscribe to patrol response service, Service Provider shall dispatch a Patrol Officer as a result of receiving a call from Client, persons authorized by Client (e.g., monitored alarm systems from third party providers) or others who have reason to believe that a crime is occurring or is about to occur on Client's premises. Service Provider MAY CHARGE Client for a response over their allotted amount and if in the event a Patrol Officer is required to be stationed at the location for more than sixty minutes, an hourly charge of \$118.00 per hour MAY APPLY with a minimum of one (1) hour. The charge shall be due and payable upon Client's receipt of Service Provider's invoice for such charges. ALL COSTS SUPERCEIDED BY: Posted ARMED Officer COST in ADDENDUM Page.

C. RAPID ALARM SERVICE: CMP will respond to the client's home alarm. CMP Officers will respond to client's premises on a requested dispatch responses. CMP reserves the right to Not Respond and Revert the Alarm Response back to Local Law Enforcement for Alarm Response if the client fails to compensate EITHER Service Provider (CMP or Alarm Company). Client agrees to hold EITHER Service Provider harmless from any liability resulting therefrom. Testing Alarm/Response is prohibited unless there is ONE (1) Day prior notice to BOTH CMP and the clients alarm company. In the event that CMP Officers are required to maintain a presence at the location for more than thirty minutes, an hourly charge of \$118.00 per hour MAY APPLY, with a minimum of one hour. The charge shall be due and payable upon client's receipt of Service Provider's invoice for such charge. Client and Service Provider agree that in the event of an emergency or in the event Service Provider's personnel is engaged monitoring another incident, or in the event Service Provider may be short staffed, it may not be possible for Service provider to provide the response. Client agrees to hold Service Provider harmless from any liability resulting therefrom. ALL COSTS SUPERCEIDED BY: Posted ARMED Officer COST in ADDENDUM Page.

D. POSTED OFFICER SERVICE: Posted Officer service is agreed to upon Client's request to Service Provider. Posted Officer shall consist of uniformed Patrol/Standing Officers in marked uniform(s) of the Service Provider that will execute the above agreed to specifications, during the pre-arranged shifts, and will remain on the premises as agreed. This service to be charged for prevailing agreed to rate. The charge shall be due and payable upon two-week Client's receipt of Service Provider's invoice for such charges.

5. **SERVICE PROVIDER'S DUTIES:** Patrol officers and dispatchers while on duty shall be completely outfitted with a uniform and all necessary equipment and all supplies necessary to accomplish the assigned duties as determined by Client and Service Provider. The services provided for by this Agreement shall be performed by qualified, efficient and dedicated personnel in strict accordance with the recognized and best practices and with the standards and special instructions issued by Client. All personnel are the sole responsibility of Service Provider and at all times subject to the direct supervision and control of Service Provider. Service provider will have the sole responsibility for paying all salaries and taxes and all other expenses related to all personnel in the employ of Service Provider.

6. **CLIENT'S DUTIES:** In the case of a Client with a System or Cameras, Client will instruct Client's employees, family members and other who may use the system or Cameras on its proper use. Client will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the System or Cameras. Client will pay all usage fees imposed by any governmental agency. Client will provide an emergency call list which will include the name, telephone number and position of each person Service provider may call in the event Service Provider believes there is an emergency at Client's premises and other emergency information Service provider may request. Client will provide written notice of any changes in information such as Client's emergency call list, service instructions and procedures. Client agrees that Service Provider may provide the information in Client's call list to any governmental agency having jurisdiction over Service Provider.

Client agrees that it will not either during the terms of this Agreement or for a period of two (2) years following the termination, hire or cause to be hired for its own employment any of the personnel of Service Provider who may or may not have performed services at any time in connection with the carrying out of the terms of this Agreement. It is further agreed that Service Provider is neither an employment agency nor a clearinghouse for people, and the personnel it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training its personnel. In consideration of the above mentioned time and expense invested in personnel, in the event Client hires or causes to be hired for its use and benefit any of Service Provider's personnel, Client agrees to pay Service Provider a replacement fee of three thousand five hundred (\$3,500.00) dollars, or the actual costs incurred by Service Provider, according to proof, whichever is higher, for each and every employee.

7. **FALSE ALARMS:** Client agrees that Client or others using or having control over the System (including, but not limited to Client's alarm dealer or Monitoring Facility) will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond Service Provider's control. If Service Provider receives too many false alarms or dispatch requests where no emergency exists, Service Provider MAY CHARGE for or Cancel response services. If false alarm fines or penalties are charged to Client or Service Provider by any governmental agency, Client will pay the charge or repay Service Provider for the charge as the case may be.

8. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT; DELINQUENCY CHARGE:** Client understands that Service Provider may stop or suspend services if, (a) severe weather, earthquake, natural disasters, or "Acts of God" affect the operation of Client's premises or damage Client's premises such that continuing service would be impractical, (b) Service Provider is unable to provide service because of some action or ruling by any governmental authority, (c) Service is terminated or suspended for any reason, (d) Client becomes a debtor in a bankruptcy proceeding, or Client does not pay the service fee, after Service Provider has given Client notice that Service Provider is cancelling service because of non-payment. Service Provider may charge a service re-establishment fee if service is suspended for non-payment. If Client fails to make any payment when due Service Provider may discontinue service, terminate this Agreement and recover all damages to which Service Provider is entitled including the value of the service performed and all amounts to Service Provider for the unexpired term of the Agreement. In addition, Service Provider may impose a late charge on all payment made more than thirty (30) days past due in the maximum amount permitted by California law.

9. **ASSIGNEES AND SUBCONTRACTORS:** Service Provider may not transfer or assign this Agreement to any other alarm, patrol or response company or financing institution without notice to Client. Client may not transfer this Agreement to someone else (including someone who purchases or rents Client's Premises) unless Service Provider pre-approves the transfer in writing. If Service Provider uses subcontractors to provide service, this Agreement and particularly paragraph 10 shall apply to them and the work they perform and protect them in the same manner as it applied to and protects Service Provider.

10. **SERVICE PROVIDER IS NOT AN INSURER; LIMITATION OF LIABILITY:** CLIENT UNDERSTANDS THAT (a) SERVICE PROVIDER IS NOT AN INSURER OF CLIENT'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN CLIENT'S PREMISES, (b) THE AMOUNT CLIENT PAYS TO SERVICE PROVIDER IS BASED ONLY ON THE VALUE OF THE SERVICE THAT SERVICE PROVIDER IS PROVIDING HEREUNDER, (c) THE SERVICE THAT SERVICE PROVIDER MAY PROVIDE MAY NOT ALWAYS OPERATE PROPERLY FOR VARIOUS REASONS, (d) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF CLIENT'S OR ANY OTHER PERSONS' PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SERVICE FAILS TO OPERATE PROPERLY, (e) IT IS TO DETERMINE IN ADVANCE HOW FAST THE POLICE OR FIRE DEPARTMENT OR OTHERS WOULD RESPOND TO A REQUEST FOR HELP, (f) SERVICE PROVIDER SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR LOSS AND/OR DAMAGE TO PERSONS OR PROPERTY CAUSED DIRECTLY OR INDIRECTLY BY THE PERFORMANCE, OR LACK OF PERFORMANCE, OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT.

11. **LIMITATION ON LAWSUITS; WAIVER; SEVERABILITY; GOVERNING LAW:** Both Service Provider and Client agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident giving rise to the claim. A waiver by Client or Service Provider of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition in the future, or any subsequent breach thereof. If any provision of this Agreement as applied to either Client or Service Provider or any circumstance shall be adjudged by a court to be void and unenforceable, such shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of this Agreement. This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within said state without regard to California's conflicts of interest rules.

12. **ENTIRE AGREEMENT:** Except as expressly set forth herein, this Agreement (and any Exhibits or Schedules attached hereto) is the sole and entire agreement between Client and Service Provider and supersedes all prior representations, negotiations, promises, understanding or agreements, whether oral or written, between Client and Service Provider with respect to the subject matter hereof.

13. **SERVICE PROVIDER LICENSE:** PRIVATE PATROL OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICE, CALIFORNIA STATE DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA, 95814, www.bsis.ca.gov.

Client Initials:



California
METRO PATROL

Law Enforcement Founded Armed Patrol
Since 2007

SECURITY SERVICES – ADDENDUM

Prepared for: City of South Pasadena – City Hall
1414 Mission Street, South Pasadena, CA 91030
Attn: City of South Pasadena – City Hall Main (626) 403-7230
Police Department Main (626) 403-7270

March 21st, 2023

Accepted By: *Domenica Megardichian*
Signed

Printed Name: Domenica Megardichian Date: 03/29/2023
Deputy City Manager



California

METRO PATROL

Law Enforcement Founded Armed Patrol
Since 2007

ADDENDUM – Posted CONCIERGE (Plain Clothes Security Officer)

California Metro Patrol is pleased to provide the following services to **City of South Pasadena City Hall / Police Department**, for Concierge plain clothes security officer inside the City Hall facility. CMP is grateful for the opportunity to fulfil security services to meet security needs of **City Hall and Police Department**.

CONCIERGE SECURITY INCLUDES:

CMP will provide and support our clientele to mitigate security incidents the following:

- Entry area visibility and entry verification of patrons to City Hall
- Armed/Un-Armed escorts with qualified and trained officers for City Personnel
- Requested Additional venues for city sanctioned events and special events

ARMED PATROL OFFICERS

All of CMP’s armed security officers receive regular firearms training with a veteran range master, Phil Rapagna (Retired Pasadena Police Department)

Budget

SERVICE	BUDGET
Unarmed Concierge plain clothes security officer	\$ 41.11 / Hour
<i>Posted Concierge plain clothes security officer primary responsibility of greeting and welcoming city visitors and staff at City Hall and Police Department. Concierge focuses on keeping the public informed and a safe environment for city visitors and city employees. Additionally being available to the city council members for escorts and personal attention for their needs.</i>	

Initials: *mm*



California

METRO PATROL

Law Enforcement Founded Armed Patrol
Since 2007

Security Summary

This California Metro Patrol ADDENDUM covers on-site Concierge plain clothes security detail of **1414 Mission Street, South Pasadena CA 91030**. The City of South Pasadena falls in the geographic boundaries of CMP's regular service and patrol area.

ADDITIONAL Patrols can be or that are requested will be performed randomly through the shift to increase effectiveness of service.

Concierge security services are to cover the following schedule:

Required set days per week 10 hours a day (8am -to- 6pm):

1. Monday -thru- Thursday 4 days

**The set schedule times are determined by the City of South Pasadena:*

- Scheduled by city hall staff or assigned Police Department designee
- Police Officers may be summoned for additional response during the day

Additional Security Detail

For added security or a scheduled event, in an Emergency Situation or at "Cities Request", If necessary, a detail of one (1) to three (3) security officers, with a 4-hour minimum and up to 8-hour maximum per shift for events or requested service in a time of need. These additional CMP Officers can be assigned for such events as city sanctioned public events if the need arises for additional staffing.

Patrol Response

During the assigned detail, CMP offers added Patrol Officers to respond and enhance the assigned Concierge plain clothes Officer, which increases the layered security service during the day and times of service, If a situation requires additional CMP resources in such instances as a crowd control up-rising where need oversight by security is requested.

Initials:



California

METRO PATROL

Law Enforcement Founded Armed Patrol
Since 2007

BILLING CYCLE

Invoicing for a specialized Posted & Patrol Security officer detail and Patrol response:

- Issued Monthly
- Payment due 21-day net after electronic e-mail receipt

DETAIL

CMP Concierge plain clothes officer will provide the City Hall / Police Department with a welcoming and customer service based greeter with the ability to address immediate security needs as a buffer until South Pasadena Police personnel can arrive on-scene to address and resolve a security need or breach in the safety of the City Hall facility.

This detail will focus on areas of concerns:

- Greeting the general public and assisting with directions around City Hall
- Integrity of the property, surroundings, perimeter and pathways around City Hall; maintaining high visibility to deter unwanted activity or potential theft or threat
- Assigned on-call patrol supervisor for the account to ensure compliance of the assigned officer and supplemental resource should the need arise

Other Budget Coverage

HOLIDAY COVERAGE

Billed at Holiday Rate \$98.88/hr (**ONLY if Requested by the City of South Pasadena**)
CMP requests a 1-month advanced notice of scheduling Officers for Holiday coverage. In the event that we do not receive a 1-month advance notice, the hours will be billed at double rate time.

COURT TIME

Billed at \$118.00/hr (**Only if the Officer is NOT with-in regularly assigned hours**), with a 4-hour minimum for morning and afternoon sessions, should an officer be called to testify in a criminal/civil case related to a city incident, court time is billed accordingly.

Initials: 



California

METRO PATROL

*Law Enforcement Founded Armed Patrol
Since 2007*

California Metro Patrol Team

CMP's management team has a combined 114 years of law enforcement and civil service experience and diverse expertise in security and protection. Along with our proven safety experience, we are customer-focused and emphasize building trusted relationships through client satisfaction. The team is headed by Joseph Perez and supported by a cadre of retired law enforcement and civil service members.

On behalf of Chief Joseph Perez and the California Metro Patrol team, thank you for your ACCEPTANCE of this executed Concierge security services plan. Please feel free to contact us with any questions you might have. We strive to meet the needs and the security strategy set fourth for the **City of South Pasadena – 1414 Mission Street, South Pasadena, CA 91030.**

Very Sincerely,

Joseph A. Perez

Operations Chief

jperez@californiametropatrol.com | (562) 888-3788

Initials:

Handwritten initials 'JAP' in black ink on a yellow background.

Certificate of Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Betty Baldivia	
	PHONE (A/C, No, Ext): (713) 521-9251	FAX (A/C, No): (713) 521-0125
E-MAIL ADDRESS: bbaldivia@eldoradoinsurance.com		
INSURED California Metro Private Security Patrol 1308 East Colorado Blvd., #588 Pasadena CA 91106		INSURER(S) AFFORDING COVERAGE
		INSURER A: Certain Underwriters at Lloyd's London
		INSURER B: Progressive Insurance
		INSURER C: Kinsale Insurance Company
		INSURER D: Norguard Insurance Company
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: Special 12/22

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPL4014449.22	12/11/2022	12/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			00541921-0	11/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100109956-3	12/11/2022	12/11/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CAWC332302	12/2/2022	12/2/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. \$250,000 Assault & Battery limits included The Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the

CERTIFICATE HOLDER

Stage & Standup Production, Inc.
 24 North Mentor
 Pasadena, CA 91106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./BETTY

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COMMENTS/REMARKS

named insured and the certificate holder that requires it.

General Liability Coverage Part (Occurrence)

- C. Limited liability companies
If **you** are a duly organized limited liability company, **you** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations
If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts
If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees
Your employees are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers
Your volunteer workers are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers
Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants
Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
 - a. a co-participant, **your employee**, or **your volunteer worker** while also participating in the amateur athletic activity **you** sponsor; or
 - b. **you** or any of **your** partners, members, or **officers**; or
 2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
 - a. a co-participant in the amateur athletic activity **you** sponsor, **your employee**, or **your volunteer worker**; or
 - b. **you** or any of **your** partners, members, or **officers**.
- J. Newly acquired or formed organizations
If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
 2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K. Additional insureds
If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.05 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Alliance Residential, LLC

Patrol serices @ 289 N Elmoline Ave, Pasadena CA 91101

WinnResidential

Walking Patrol of property

City of Pasadena

Security at 1020 N Fair Oaks Avenue, Pasadena, CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. **CAWC332302**
Insurance Company

Endorsement No.

Countersigned By _____



City Council Agenda Report

ITEM NO. 12

DATE: October 4, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director
Mark Perez, Deputy City Clerk

SUBJECT: **Consideration of Approval of City Council Meeting Minutes for February 15, 2023 and March 1, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meetings of February 15, 2023 and March 1, 2023.

Executive Summary

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

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.

Key Performance Indicators and Strategic Plan

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

Fiscal Impact

There is no fiscal impact anticipated as Division staff is facilitating the work related to this project.

Attachments:

1. February 15, 2023 Special Joint City Council and Planning Commission Meeting Minutes
2. March 1, 2023 Regular City Council Meeting Minutes

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ATTACHMENT 1

February 15, 2023 Special Joint City Council and Planning Commission
Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY
COUNCIL AND PLANNING COMMISSIN**

MINUTES

WEDNESDAY, FEBRUARY 15, 2023, AT 6:30 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and the Planning Commission was called to order by Mayor Primuth on Wednesday, February 15, 2023, at 6:30 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	Michael A. Cacciotti
Councilmember	Jack Donovan
Chair	John Lesak
Vice-Chair	Laura Dahl
Commissioner	Amitabh Barthakur
Commissioner	Lisa Padilla

ABSENT

Commissioner	Arnold Swanborn
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Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tiara Solorzano, Management Assistant; 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

Zoom Public Comments:

Joanne Nuckols spoke regarding the fifth draft of the housing element.

Bill Kelly spoke in support of the staff's recommendation on the item and affordable housing.

Josh Albrekton spoke regarding the order of public comment and in support of the housing element and its compliance.

In-Person Public Comment:

Sheila Rossi spoke regarding community engagement and the housing element.

ACTION/DISCUSSION

2. RECEIVE HOUSING ELEMENT PRESENTATION AND PROVIDE DIRECTION ON 5TH DRAFT

Recommendation

It is recommended that the City Council:

- 1. Receive a staff presentation on the Housing Element; and
- 2. Provide direction as necessary on the 5th Draft.

Community Development Director Angelica Frausto-Lupo introduced the item, staff, and consultant Grant Henninger.

Consultant Grant Henninger, Planning Manager Matt Chang, Deputy Director of Community Development Alison Becker, and Senior Management Analyst Leah Demarest gave a presentation on the item.

Staff and City Attorney Jared answered questions and addressed concerns from City Council and the Planning Commissioners.

Mayor called a ten-minute recess at 8:10 P.M.

COUNCIL ACTION AND MOTION

After extensive discussion between the Council, Commissioners, and staff, City Council supported the recommendations provided in the staff report, to include all programs presented in the next draft of the Housing Element.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the Special Joint Meeting of the City Council and the Planning Commission at 8:20 P.M.

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

March 1, 2023 Regular City Council Meeting Minutes

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

MINUTES

WEDNESDAY, MARCH 1, 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, March 1, 2023, at 7:11 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	Michael A. Cacciotti

ABSENT

Councilmember	Jack Donovan
---------------	--------------

Tiara Solorzano, Administrative Secretary, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Holly Whatley, 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 Councilmember Cacciotti.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

1. City of South Pasadena, et al. vs California Department of Transportation, et al. (LASC Case No. 21STCP01779)
2. Travelers Ins. v. So. Pasadena (LASC Case No. 22STCV22759)

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

1. Property Address: 660 Stoney Drive
Agency Negotiator: Arminé Chaparyan, City Manager
Negotiating Party: Arthur Becerra, South Pasadena Batting Cages, LLC
Under Negotiation: Price and Terms
2. Property Address: 308 San Pascual Avenue
Agency Negotiator: Arminé Chaparyan, City Manager
Negotiating Party: Anthony Vargas and Daisy Maldonado
Under Negotiation: Lease Terms

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (EXPOSURE)

Government Code Section 54956.9(d)(2)

Number of Potential Cases: 1

D. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (CITY INITIATING)

Government Code Section 54956.9(d)(4)

Number of Potential Cases: 1

Zoom Comments:

Roberto Flores (United Caltrans Tenants) spoke regarding an amicus brief in the 626 Prospect litigation matter.

Meg Mcglaughlin spoke regarding the Caltrans property.

Closed Session began at 5:33 P.M. with Councilmember Donovan and Mayor Pro Tem Zneimer absent. All other Councilmembers were present.

Mayor Pro Tem Zneimer joined the meeting during the Closed Session deliberations.

Assistant City Attorney Holly Whatley reported that on a 3-0 (Mayor Primuth recused) vote, the City Council directed staff to initiate litigation on Item D. The details of the litigation are to be reported at a future meeting date. No other reportable action was taken.

PUBLIC COMMENT

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

Zoom Public Comments:

Alan Ehrlich spoke regarding the agenda PowerPoints.

Yvonne LaRose spoke regarding utility charges.

In-Person Public Comments:

Shlomo Nitzani spoke regarding the City the sidewalks and water bill issues.

RECOGNITION / INTRODUCTION

3. PRESENTATION RECOGNIZING THE MONTEREY PARK INCIDENT FIRST RESPONDERS

Fire Chief Riddle and Monterey Park Fire Chief Matthew Hallock recognized Sam Benites and Adam Tregenza for their service during the Monterey Park Incident.

4. MERCHANT MINUTE – MISSION WINES

Laurie Wheeler, South Pasadena Chamber of Commerce, introduced Coronado Ramiro of Mission Wines.

5. PRESENTATION OF A PROCLAMATION DECLARING MARCH 7, 2023 AS “ARBOR DAY” IN THE CITY OF SOUTH PASADENA

Mayor Primuth and Deputy City Clerk Mark Perez presented the Proclamation declaring March 7, 2023 as “Arbor Day” in the City of South Pasadena.

6. PRESENTATION OF A PROCLAMATION FOR THE CITY OF SOUTH PASADENA’S 135TH BIRTHDAY

Mayor Primuth and Management Analyst Mary Jerejian presented the Proclamation declaring the City of South Pasadena’s 135th Birthday.

CHANGES TO THE AGENDA

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

None.

CONSENT CALENDAR

Councilmember Cacciotti pulled Item Nos. 8 and 14 for separate discussion. A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Consent Calendar Items Nos. 9-13, as presented. The motion carried 4-0-1, by the following vote:

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

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

Recommendation

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

Community Services Director Sheila Pautsch gave a presentation and answered questions from Mayor Pro Tem Zneimer.

Councilmember Cacciotti thanked staff for purchases made in the city.

COUNCIL ACTION AND MOTION

Councilmember Cacciotti requested to pull this item for separate discussion. A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Item No. 8, with modifications to the staff report to reflect a change to invoice no. 54973 from Colantuono, Highsmith & Whatley changing the description of service provided from litigation to Public Records Request Services. The motion carried 4-0-1, by the following vote:

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

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

RESOLUTION

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

Recommendation

It is recommended that the City Council:

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

Deputy City Manager Domenica Megerdichian gave a presentation.

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

Resolution No. 7805 was adopted.

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

Recommendation

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

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

11. ADOPTION OF A RESOLUTION APPROVING UPDATED JOB DESCRIPTIONS

RESOLUTION

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

Recommendation

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

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

Resolution No. 7806 was adopted.

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

Recommendation

It is recommended that the City Council:

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

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

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

RESOLUTION

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

Recommendation

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

1. City of Glendora Councilmember Mendell Thompson - Voting Board Member for

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

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

Resolution No. 7807 was adopted.

14. APPROVAL OF MAYOR’S LIST OF CITY COUNCIL LIAISON AND REGIONAL GROUP APPOINTMENTS

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. 7802

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.
- 2. Adopt a Resolution, superseding Resolution No. 7802, appointing delegates representatives, and alternates as official representatives of the City of South Pasadena.

COUNCIL ACTION AND MOTION

Councilmember Cacciotti requested to pull this item for separate discussion. A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Item No. 14, with modifications to edit the Metro Gold Line Construction Authority appointments to have Mendell Thompson as the appointed liaison and Paul Leon as the alternate. The motion carried 4-0-1, by the following vote:

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

Resolution No. 7808 was adopted.

INFORMATIONAL REPORT

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

Recommendation

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

Public Works Director Ted Gerber and Police Sergeant Tony Abdalla gave a presentation. Staff responded to questions raised by the City Council.

Zoom Comments:

Josh Albrektson spoke regarding public Electric Vehicle chargers.

Wes Reutimann spoke regarding the electrification project.

Bill Kelly spoke regarding the electrification project.

Diego Tomas Zavala spoke regarding the electrification of the City's Police fleet.

Jose Luis Zavala spoke regarding the electrification project.

In-Person Public Comments:

Tim Kim, President of POA spoke regarding the electrification project.

John Cervantes spoke regarding the electrification project.

Walter Cervantes spoke regarding the electrification project.

Sam Burgess spoke regarding the electrification project.

Alan Ehrlich spoke regarding the electrification project.

Mayor Pro Tem Zneimer expressed support for the project and emphasized its positive impact on the environment and the positive impact that we are leaving for our children.

Councilmember Braun emphasized the need to provide the Police with the most up-to-date and best tools in order to do their jobs. She acknowledged the City Council's fault in allowing the City's Police fleet to get to its current condition.

Councilmember Cacciotti thanked the Policed Officer's Association for their testimony, the Police Chief, and the City Manager's Office for their work on this project. Cacciotti highlighted the City's advantageous position in being one of

the first Cities to implement this effort. He highlighted his attendance at a meeting of the Mobile Source Air Pollution Reduction Review Committee (MSRC), where he recommended in discussion that they invest in a transformative transportation project. He emphasized how the City of South Pasadena submitted a proposal and, out of 39 applicants, was selected to receive 500 thousand dollars. He highlighted the efforts of the City of Glendale to incorporate the City of South Pasadena' Gas powered leaf blower ban and public outreach tactics. He stated that the City of South Pasadena is the Gold Standard in this initiative.

Mayor Primuth thanked the City Council and staff on their efforts on this project.

Hearing no opposition, the status update was received and filed.

PUBLIC COMMENT – CONTINUED

16. CONTINUED PUBLIC COMMENT – GENERAL

None.

COMMUNICATIONS

17. COUNCILMEMBER COMMUNICATIONS

Mayor Pro Tem Zneimer had no comments.

Mayor Primuth had no comments.

Councilmember Braun had no comments.

Councilmember Cacciotti spoke on attending the Girl Scout Gold Award Project with Councilmember Braun. He highlighted the clean up going on at the Nature Park. He recognized the work of Mary Ann Parada who had recently passed. He highlighted his recent attendance at the California Core Program in Glendale and the need to remain cautious around the Arroyo Seco which is unusually full due to the recent rains.

18. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan announced the publication of the City's first Social Services Resource Guide. Assistant to the City Manager Tamara Binns stated that it is available at counters at all city facilities, the chamber of commerce and online and will be updated yearly.

City Manager Chaparyan announced the upcoming Catalytic Converter Etching Event and the Special Joint Meeting with the Finance Commission on March 15th to include discussion on Midyear Adjustments and the Budget Process.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the regular meeting of the City Council at 9:20 P.M., to the next Regular City Council meeting scheduled on Wednesday, March 15, 2023. City Council reconvened into closed session following adjournment.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:



City Council Agenda Report

ITEM NO. 13

DATE: October 04, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **Second Reading and Adoption of an Ordinance of the City of South Pasadena Granting Authority to the City Manager to Execute Certain Contracts and Other Legal Instruments and Amending Section 2-18-6 of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council consider the adoption of an “Ordinance of the City of South Pasadena Granting Authority to the City Manager to Execute Certain Contracts and Other Legal Instruments and Amending Section 2-18-6 of the South Pasadena Municipal Code.”

Executive Summary

Government Code Section 40602 provides that the Mayor shall sign all written contracts and conveyances made or entered into by the City unless the City Council authorizes that such documents be signed by another officer of the City. At the August 16, 2023, City Council meeting, the City Council introduced for first reading an ordinance authorizing the City Manager to execute contracts and other legal documents whenever such documents have been authorized or approved by the City Council. This second reading was agendaized for the September 27 Special City Council meeting and was continued to the October 4 Regular City Council meeting.

Background

As part of the City Attorney’s review of the City’s processes and procedures with a view towards streamlining and creating efficiencies and best practices, the City Attorney recommends adoption of the proposed ordinance. As part of the agenda process, City Staff presents contracts for the City Council’s review and approval. As part of the recommendation, Staff generally requests that the City Council authorize the City Manager to execute such contracts or other legal documents if approved by the City Council. Otherwise, Staff needs to arrange a time for the Mayor to execute these contracts either in person or via the City’s DocuSign system.

Second Reading and Adoption of Ordinance

October 4, 2023

Page 2 of 2

Formally authorizing the City Manager to execute and sign contracts and other documents authorized or approved by the City Council will eliminate the need for the City Council to grant this authorization on every agenda item and will create efficiencies in the process. A number of cities provide this authority to the City Manager. In this region, the cities of San Marino and Alhambra include as part of the City Manager's powers and duties authority to execute contracts and other documents on behalf of the city.

Analysis

The ordinance, which was introduced at the August 16, 2023, City Council meeting, grants authority to the City Manager to execute contracts, conveyances, and other legal instruments, including but not limited to real estate documents and settlement agreements, on behalf of the City when such documents are authorized or approved by the City Council. This delegation of authority is permitted pursuant to Government Code Section 40602.

Public Notification

Pursuant to Government Code Section 36933, an ordinance adopted by the City Council is required to be published in its entirety in a newspaper of general circulation published and circulated in the City. An alternative to publishing the full ordinance is to publish a summary of the proposed ordinance and post a certified copy of the proposed ordinance in the City Clerk's Office at least 5 days prior to the City Council meeting at which the ordinance is to be adopted. Due to the strict timeframe the full ordinance will be published in the South Pasadena Review within 15 days of adoption, as well as posted in the City Clerk's Office with the names of the Councilmembers voting for and against the Ordinance.

Fiscal Impact

There is no fiscal impact if the City Council adopts the proposed ordinance.

Attachment: Ordinance

ATTACHMENT
Ordinance

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF SOUTH PASADENA
GRANTING AUTHORITY TO THE CITY MANAGER TO
EXECUTE CERTAIN CONTRACTS AND OTHER LEGAL
INSTRUMENTS AND AMENDING SECTION 2.18-6 OF THE
SOUTH PASADENA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA
DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings and Purpose.

A. California Government Code Sections 40602(b) and (c) provide that the mayor of a city shall sign all written contracts and conveyances made or entered into by the city and all instruments requiring the city seal.

B. California Government Code Section 40602 further provides, however, that the legislative body of a city may provide, by ordinance, that contracts and conveyances and all instruments requiring the city seal be signed by an officer other than the mayor.

C. Pursuant to California Government Code Section 40602, this Ordinance amends the South Pasadena Municipal Code to grant such authority to the City Manager of the City of South Pasadena.

SECTION 2. Section 2.18-6 (Powers and Duties) of Article III (City Manager) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to add a new subsection "m" entitled "Execution of Contracts and Other Legal Instruments" to read as follows:

"(m) EXECUTION OF CONTRACTS AND OTHER LEGAL INSTRUMENTS. The City Manager is authorized to execute all contracts and conveyances and any other legal instruments whether requiring the city seal or not, including but not limited to real estate instruments and legal settlement agreements, on behalf of the City whenever such contract or conveyance or other legal instrument has been authorized or approved by the City Council by ordinance, resolution, motion, minute order, contract, or other appropriate City Council action."

SECTION 3. Subsection 1 entitled "Additional Duties" of Section 2.18-6 (Powers and Duties) of Article III (City Manager) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby re-lettered as subsection "L" in lowercase.

SECTION 4. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive

legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED ON this 4th day of October, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

Roxanne Diaz, City Attorney



City Council Agenda Report

ITEM NO. 14

DATE: October 4, 2023

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

PREPARED BY: H. Ted Gerber, Director of Public Works
Tatevik Barakazyan, Associate Civil Engineer

SUBJECT: **Accept Project Completion, Authorize Filing of the Notice of Completion for the Fair Oaks Avenue Traffic Signal Improvements Project, and Authorize Release of the Retention Payment to Crosstown Electrical and Data, Inc. in the Amount of \$27,368.57**

Recommendation

It is recommended that the City Council consider:

1. Accepting the Fair Oaks Avenue Traffic Signal Improvements Project (Project) as complete; and
2. Authorizing the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorizing release of retention payment to Crosstown Electrical and Data, Inc. (Contractor) in the amount of \$27,368.57.

Executive Summary

This item requests approval to close-out a completed Public Works Project, issue the final payment to the construction vendor, and report the completion to Los Angeles County.

Background

In August 2016, the City received a Local Highway Safety Improvement Program (HSIP) grant in the amount of \$253,520 for the design and construction of fiber optic cable and devices along Fair Oaks, Huntington Drive, and Fremont Avenue, as well as a City Traffic Management Center (TMC). Additionally, in April 2017, the City Council executed Resolution No. 7511 to enter an agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to use Proposition C 25% funds in the amount of \$463,600 for the Project. The following table summarizes construction budget funding:

Funding Sources for Construction		
LACMTA Prop C 25%	HSIPL-5071(020)	Total
\$341,855.00	\$253,520.00	\$595,375.00

Notice of Completion for the Fair Oaks Avenue Traffic Signal Improvements Project

October 4, 2023

Page 2 of 2

Analysis

On July 21, 2021, the City Council authorized the award of a construction services contract in the not-to-exceed amount of \$541,250, with a ten percent (10%) construction contingency of \$54,125, for a total amount of \$595,375 to Crosstown Electrical and Data, Inc. The scope of the project included the installation of fiber optic communication cable along Fair Oaks Avenue, Huntington Drive, and Fremont Avenue, the replacement of controllers and the installation of radar and thermal imaging devices, and the establishment of a TMC. The device installations will be used to improve the traffic signal timing and coordination along Fair Oaks Avenue from Columbia Street to Huntington Drive. The Project was completed within the budget and in a timely manner. The project was managed and inspected by the Public Works engineering staff and contracted staff. A five-percent (5%) retention was withheld from the contractor until the project was complete, and this retention may now be released.

Fiscal Impact

The project was completed within the budget. The final project cost, including the 5% retention was \$27,368.57. The following is the breakdown of the funding sources:

Funding Source	Account Number	Budgeted Amount	Invoiced	Paid	Retention (to be paid)
LACMTA Prop C 25%	242-9000-9192-9192-001	\$341,855	\$341,855.00	\$324,762.27	\$17,092.73
HSIPL-5071(020)	277-9000-9192-9192-001	\$253,520	\$205,440.24	\$195,164.40	\$10,275.84
Total		\$595,375	\$547,295.24	\$519,926.67	\$27,368.57

The remaining retention of \$27,368.57 was for services provided in Fiscal Year 2022-23 and was budgeted in accounts 242-9000-9192-9192-001 and 277-9000-9192-9192-001 and will impact those funds.

Key Performance Indicators (KPIs) and Strategic Plan

This item is not related to KPIs or the Strategic Plan.

Commission Review and Recommendation

This item was not reviewed by a Commission.

Attachment

Notice of Completion

ATTACHMENT
Notice of Completion

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RECORDING REQUESTED BY:

Harold T. Gerber, PW Director

AND WHEN RECORDED MAIL TO:

Public Works Department

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is City of South Pasadena.

3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: Public Works Director (Agent) in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

N/A

N/A

N/A

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

N/A

N/A

N/A

7. A work of improvement on the property hereinafter described was COMPLETED 2023.

8. The work of improvement completed is described as follows:

Fair Oaks Avenue Traffic Signal Improvements Project

Installation of fiber optic communication cable along Fair Oaks Avenue, Huntington Drive, and Fremont Avenue, the replacement of controllers and the installation of radar and thermal imaging devices, and the establishment of a City Traffic Management Center.

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Crosstown Electrical and Data, Inc.

10. The street address of said property is Fair Oaks Avenue, South Pasadena, CA 91030.

11. The property on which said work of improvement was completed is in the City of South Pasadena, County of Los Angeles, State of California, and is described as follows:

Date: October 4, 2023

(Signature of Owner or agent of owner)
Harold T. Gerber, P.E. (Agent)

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Agent** _____ ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

October 4, 2023 South Pasadena
Date and Place (Signature of person signing on behalf of owner)
Harold T. Gerber, P.E. (Agent)



City Council Agenda Report

ITEM NO. 15

DATE: October 4, 2023

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

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Alison Becker, AICP, Deputy Community Development Director
Robert (Dean) Flores, Senior Planner

SUBJECT: **Consideration Of The Adoption Of An (A) Ordinance To Rescind The Mission Street Specific Plan, And Adoption Of Ordinances To Amend The South Pasadena Municipal Code Chapter 36 (Zoning): (B) Pertaining To A New Mixed-Use Overlay District, Eliminating The Focus Area Overlay District, Adding References To The New Downtown Specific Plan, Adoption Of A New Zoning Map, (C) Updating Affordable Housing Incentives Section, (D) Adding Employee Housing Sections, And (E) Updating Inclusionary Housing Requirements.**

Recommendation

It is recommended that the City Council consider adoption of the Ordinances on second reading as follows:

- a. Ordinance No.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RESCINDING THE MISSION STREET SPECIFIC PLAN AS ADOPTED IN ORDINANCE NO. 2035

- b. Ordinance No.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATED TO INCREASED DENSITY INCLUDING REZONING THE EXISTING FOCUSED AREA OVERLAY ZONE TO MIXED-USE OVERLAY ZONE AND AMENDING THE ZONING MAP IN COMPLIANCE WITH THE UPDATED GENERAL PLAN AND THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT

- c. Ordinance No.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION 36.370

(AFFORDABLE HOUSING INCENTIVES) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO REVISE REGULATIONS TO CONFORM TO STATE DENSITY BONUS LAW (CALIFORNIA GOVERNMENT CODE SECTION 65915)

- d. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 ARTICLE 2 DIVISION 36.22 AND CHAPTER 36 ARTICLE 3 DIVISION 36.350 OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATING TO EMPLOYEE HOUSING

- e. **Ordinance No.**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION 36.375 OF THE CITY CODE OF THE CITY OF SOUTH PASADENA CODE RELATING TO INCLUSIONARY HOUSING REQUIREMENTS

Executive Summary

On September 27, 2023, the City certified the Program Environmental Impact Report (PEIR) prepared for the General Plan, Downtown Specific Plan, and Housing Element Implementation Ordinances Project, and thereafter adopted the updated General Plan with revisions, and Downtown Specific Plan (DTSP). This Project also includes amending the Zoning Code and Zoning Map to create a Mixed-Use Overlay District and development standards, updating the Zoning Map, and implementation of several programs identified in the Housing Element (Project). These implementation programs require new ordinances to be adopted into the City's Municipal Code. The City Council introduced the ordinances at its meeting on September 27, 2023.

Background

The City Council adopted its 2021-2029 (6th Cycle) Housing Element on May 30, 2023. However, in April 2022, the City was the subject of a lawsuit filed by Californians for Home Ownership, Inc. In August 2022, a Court Order, also known as a Stipulated Judgement, was issued requiring the City to take certain actions within certain timeframes in order to bring the Housing Element into compliance per Section 65754 of the Government Code.

As part of the Court Order and the Housing Element adoption process, environmental documentation pursuant to Government Code Section 65759(a) et. Seq. (which is separate from the CEQA process), was required. In keeping with Government Code Section 65759(a), an Initial Study and Environmental Assessment (EA) were prepared. The City was compelled to comply with the Court Order, requiring the City to approve the Housing Element by May 31, 2023. The City Council's adoption of the Housing Element on May 30, 2023, was consistent with this legal deadline.

The City now has an adopted Housing Element, General Plan and DTSP, but still must adopt Zoning Code/Map Amendments that implement several programs identified in the Housing Element, including, but not limited to, increased density in certain zoning districts to accommodate the City's RHNA obligation and updating City's Inclusionary Housing Ordinance and state Density Bonus program. The Court Order and applicable State law provides 120 days from approval of the Housing Element to adopt those documents and zoning amendments.

City Council Public Hearing

On September 18, 2023, the City Council held duly-noticed public hearings on the proposed General Plan, DTSP, PEIR, Zoning Code/Map Amendment pertaining to density increase, and Zoning Code Amendments pertaining to the 120-day Housing Element programs. The Council considered the staff reports and presentations prepared for the Project, received public comments during the meeting, and conducted Council discussion. At the end of the public hearings, the City Council continued the public hearing items to the next City Council meeting scheduled on September 27, 2023.

During the Special Meeting held on September 27th, the City Council adopted the PEIR, General Plan, and DTSP. The Council also introduced first reading on several Ordinances with modifications removing increased density to the RM (Residential Medium Density) and RH (Residential High Density) zones. Staff was instructed to further review the proposed density increase in the RM and RH zones.

Analysis

Ordinance No. (Rescinding Mission Street Specific Plan)

This Ordinance will rescind the existing Mission Street Specific Plan (MSSP). The existing MSSP was adopted in 1996 as a companion document to the 1998 General Plan and was tailored to the particular needs of a specific area of the City (Mission Street). The area covered by the MSSP is now proposed to be expanded to include a segment of Fair Oaks Avenue. To better reflect the larger downtown area covered by the specific plan, the MSSP is proposed to be renamed the Downtown Specific Plan (DTSP), and therefore will be eliminated.

Ordinance No. (Rezoning)

This Ordinance is to implement the Housing Element's goal of increased density so that the City can meet its RHNA goal. More specifically, it will increase density in certain zoning districts as well as establish new development standards to meet this goal.

The ordinance will establish the Mixed-Use Overlay zone to replace the Focus Overlay zone. As part of the rezoning process, the Zoning Amendment will create Mixed-Use Overlay development standards to ensure that qualifying residential development projects are processed ministerially rather than through a discretionary review process, consistent with the Housing Element requirements to streamline residential development. Per City Council direction, this ordinance does not include any density increases in the RM and RH Zones.

Ordinance No. (Density Bonus)

This Ordinance seeks to update the City's existing Density Bonus section (Section 36.370) of the SPMC to implement Housing Element *Program 2.e—Facilitate Density Bonus for Projects with On-site Affordable Housing* which will also ensure consistency with recent changes of state law. While multiple revisions to Division 36.370 are proposed, the changes reflect text clean-ups that would make the City's code language consistent with State law and are considered routine.

Ordinance No. (Employee Housing)

The intent of this Ordinance is to establish Employee Housing as a permit-by-right use in certain zoning districts. This ordinance would implement Housing Element *Program 2.h—Incentivize Special-Needs Housing* and would make the SPMC consistent with California Employee Housing Act.

Ordinance No. (Inclusionary Housing Regulations)

This Ordinance will implement Housing Element *Program 2.m—Update Inclusionary Housing Regulations* to amend the City's existing Inclusionary Housing ordinance (Section 36.375 of the SPMC) by reducing the inclusionary requirement from 20% to 15%, and would only apply to projects with ten (10) or more dwelling units.

Environmental Analysis

The Final Program Environmental Impact Report adopted by the City Council on September 27, 2023, considered each of the amendments contained in the Ordinances under consideration, and each ordinance relies on the certified Final Program EIR and environmental findings and statement of overriding considerations adopted therewith. Based on the analysis presented in the PEIR, implementation of the General Plan and DTSP, along with the implementation programs contained in the 2021-2029 Housing Element, would result in several significant and unavoidable impacts after implementation of feasible mitigation measures.

A Statement of Overriding Considerations was adopted finding that benefits of the Project outweigh the adverse impacts associated identified in the Final PEIR.

Housing Element Environmental Assessment

In addition to the PEIR, an Initial Study in conformity with 14 CCR 15080(c) and an Environmental Assessment in conformity with 14 CCR 15140, et seq., were prepared for the preparation and adoption of the City's 2021-2029 (6th Cycle) Housing Element. On May 30, 2023, the City Council approved the Environmental Assessment. The EA also covers these Housing Element implementation ordinances.

ATTACHMENT 1
Ordinance No. – Rescinding the Mission Street
Specific Plan (MSSP)

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SOUTH PASADENA, CALIFORNIA, RESCINDING THE
MISSION STREET SPECIFIC PLAN AS ADOPTED IN
ORDINANCE NO. 2035**

WHEREAS, the adopted 2021-2029 Housing Element calls for amendment of the City Code of the City of South Pasadena and adoption of the Downtown Specific Plan to update zoning designations to allow for additional housing to be constructed within the City; and,

WHEREAS, on May 1, 1996, the City Council adopted Ordinance No. 2035 adopting the Mission Street Specific Plan and making related zone changes; and,

WHEREAS, the area governed by Mission Street Specific Plan is included in the new Downtown Specific Plan, which upon taking effect is intended to supersede the Mission Street Specific Plan; and,

WHEREAS, on August 21, 2023, the South Pasadena Planning Commission considered, among other things, the Downtown Specific Plan and the related rescission of the Mission Street Specific Plan Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and,

WHEREAS, on August 21, 2023, the Planning Commission adopted P.C. Resolution No. 23-06 recommending, among other things, adoption of the Downtown Specific Plan and Rescission of the Mission Street Specific Plan upon the effective date of the Downtown Specific Plan; and,

WHEREAS, on September 18 and September 27, 2023, the City Council, considered this Ordinance at duly noticed public hearings, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and,

WHEREAS, following the public hearing, the City Council considered the entire record of information received at the public hearings before the Planning Commission and City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this Ordinance.

Section 2. Findings. The City Council of the City of South Pasadena in approving the proposed Code amendments hereby makes the following findings:

A. This Ordinance is consistent with the South Pasadena 2021-2029 Housing Element, and the South Pasadena General Plan. Specifically, this Ordinance rescinds inconsistent Mission Street Specific Plan to achieve consistency at such time as the Downtown Specific Plan is adopted and becomes effective.

B. This Ordinance will not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. Rescission of the Mission Street Specific Plan ensures that the Downtown Specific Plan governs the development of the downtown areas in the City.

Section 3. The City Council hereby rescinds the Mission Street Specific Plan. Once this Ordinance goes into effect, the Mission Street Specific Plan shall be of no further force or effect, and shall be superseded by the Downtown Specific Plan. Thereafter any reference in the South Pasadena City Code to the Mission Street Specific Plan shall be construed as a reference to the Downtown Specific Plan.

Section 4. Environmental Findings. This Ordinance reflects an action to implement the City's adopted Housing Element, which was included within the scope of the Program Environmental Impact Report (PEIR) prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) for the General Plan Update, Downtown Specific Plan and Housing Element Implementation Project. The City Council, exercising its independent judgment, previously adopted Resolution No. [insert number] certifying the Final PEIR, making required findings, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding considerations for the Project of which this Ordinance is a part. In approving this Ordinance, the City Council hereby relies on the environmental determinations and findings set forth in Resolution No. [insert number], which is hereby incorporated herein by reference. The amendments made by this Ordinance were also contemplated by the Environmental Assessment prepared and adopted in conjunction with the City Council's adoption of the Housing Element. Each of these provide separate and independent bases demonstrating compliance with the CEQA.

Section 5. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or

phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

Section 6. Effective Date. This Ordinance shall take effect on the date the Downtown Specific Plan goes into effect, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council, and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 4th day of October, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION
CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 4th day of October, 2023, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez
Deputy City Clerk

ATTACHMENT 2

Ordinance No. – Zoning Code/Map Amendment

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATED TO INCREASED DENSITY INCLUDING REZONING THE EXISTING FOCUSED AREA OVERLAY ZONE TO MIXED-USE OVERLAY ZONE, AND AMENDING THE ZONING MAP IN COMPLIANCE WITH THE UPDATED GENERAL PLAN AND THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT

WHEREAS, Sections 65300 *et. seq.* of the California Government Code requires each city and county to adopt a comprehensive, long-term, General Plan for the physical development of land within its jurisdiction and Sphere of Influence; and

WHEREAS, in strategic planning sessions in 2014 and 2015, the City Council identified the need to update the General Plan and the Mission Street Specific Plan (Project); and

WHEREAS, the City Council directed staff to expand the Mission Street Specific Plan to include the Fair Oaks Avenue Corridor, and the proposed Downtown Specific Plan (DTSP) will apply to the Fair Oaks Corridor, generally bounded by SR110 to the north and Lyndon Street to the south, and Mission Street Corridor generally bounded to the north by Hope Street and to the south by El Centro Street, and to the east to Brent Avenue and Indiana Avenue to the west.

WHEREAS, Sections 65580 *et. seq.* of the California Government Code requires each city and county to periodically prepare and update its Housing Element in its General Plan. The City of South Pasadena received the Regional Housing Needs Allocation (RHNA) numbers from the Southern California Association of Government in 2019 and started updating the 2021-2029 (6th Cycle) Housing Element; and

WHEREAS, on April 12, 2022, the City of South Pasadena was sued by Californians for Homeownership for non-compliance with State Housing Law for failing to have adopted a compliant Housing Element by October 15, 2021 (*Californians for Homeownership v. City of South Pasadena, LASC Case Nos. 22STCP01388 & 22STCP01161*); and

WHEREAS, on August 15, 2022, the City entered into a Settlement Agreement with Californians for Homeownership to resolve the lawsuit, and that the Settlement Agreement committed the City to a number of actions, including but not

limited to: completing the necessary rezoning to support the Housing Element within 120 days of the adoption of the Housing Element; and addition of a program to seek, through voter approval, the removal of the City's existing 45-foot height limit for at least any parcel identified in the Housing Element for which the base density is anticipated to exceed 50 dwelling units per acre; and

WHEREAS, on August 19, 2022, the Settlement Agreement was adopted as the Court Order and committed the City to adopting a housing element certified by or eligible for certification by HCD no later than May 31, 2023; and

WHEREAS, on May 30, 2023, the City Council held a duly noticed Public Hearing to consider the Draft Housing Element. After hearing public testimony on the Project, considering the staff report, staff presentation, and Council discussion, in keeping with the stipulations of the Court Order, the City Council adopted the Housing Element, thereby commencing the 120-day period in which the City must adopt changes to the Zoning Ordinance to support the Housing Element and its programs; and

WHEREAS, on June 3, 2023, and June 17, 2023, public workshops on the General Plan and DTSP were held wherein the community received a presentation and provided input on the Project; and

WHEREAS, on July 24, 2023, the Draft General Plan and DTSP were released for public comments; and

WHEREAS, on August 8, 2023, the Planning Commission held a duly noticed Public Hearing and continued to the Public Hearing to August 21, 2023, wherein the Planning Commission received a staff presentation, considered the staff report, public testimony, Planning Commission discussion, and all other materials and evidence, whether written or oral; and

WHEREAS, the Planning Commission considered this Ordinance on August 21, 2023, at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or against this matter and continued the matter to a special meeting on August 23, 2023; and

WHEREAS, at the conclusion of the Planning Commission's consideration of the matter on August 23, 2023, and after due consideration of the testimony, the Planning Commission adopted Resolution No. 23-08, recommending that the City Council adopt an ordinance making various amendments to City Code Chapter 36 (Zoning), including specific modifications as recommended by the Planning Commission, and amending the Zoning Map substantially as set forth in Exhibits A and B of this Ordinance; and

WHEREAS, the City Council considered this Ordinance on September 18 and September 27, 2023, at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or against this matter.

WHEREAS, the City Council, on September 27, 2023, considered this ordinance and revised it such that no change is made in densities in the RM and RH zones, and introduced this Ordinance as revised.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals of this Ordinance are true and correct.

SECTION 2: Based upon substantial evidence presented, including public testimony and written and oral staff reports, and the environmental documentation, the City Council finds:

- A. All necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law;
- B. That the proposed Zoning Amendments comply with the Housing Goals in the 2021-2029 (6th Cycle) Housing Element and updated General Plan.

SECTION 3: ZONING AMENDMENT FINDINGS. South Pasadena Municipal Code (SPMC) Section 36.620.070(B) stipulates that Zoning Amendments and Zoning Map Amendments may be approved if the following findings are made:

- 1. *Findings required for all Zoning Code/Map amendments.*
 - a. *The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan.*

The proposed Zone Text Amendments are consistent with the actions, goals, objectives, policies, and programs of the 2021-2029 (6th Cycle) Housing Element that was adopted on May 30, 2023. The current General Plan that was adopted in 1998 is not internally consistent with the recently adopted Housing Element. The Housing Element is one of the elements required by State law. Therefore, adopting an updated General Plan that implements the policies and programs of the 2021-2029 Housing Element, and the proposed Zone Text Amendments, would make the documents internally consistent. Further, the proposed Zone Text Amendments are

consistent with the following General Plan and Housing Element goals, policies, actions, or programs:

- General Plan Policy P3.2: Direct new growth to the Downtown, Ostrich Farm, and the three neighborhood centers along Huntington Drive;
- General Plan Action A3.2b: Update the Development Code to encourage mixed-use, walkable, and contextual development;
- General Plan Policy P3.5: Remove regulatory and procedural barriers to good design;
- General Plan Action A3.5a: Develop and adopt a Form-Based Code for the Downtown area and objective design standards for areas outside the Downtown area;
- Housing Element Goal 3.0: Provide opportunities to increase housing production;
- Housing Element Program 3.a: Rezone and redesignate sites to meet RHNA;
- Housing Element Program 3.n: Zoning Changes [to update development standards of residential development projects];

Therefore, the City Council hereby makes this finding in support of the Amendments.

b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

The Zoning Text and Map Amendments would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would achieve consistency, including with the adopted 2021-2029 Housing Element. The implementation of the General Plan goals, policies, and actions further support the convenience and general welfare of the City by preserving existing single-family neighborhoods and focusing growth into specific areas where residents will have access to services and public transportation. The General Plan supports mixed-use, walkable neighborhoods, and provides the development capacity to accommodate projected future growth along with the housing programs identified in the Housing Element. Therefore, the City Council hereby makes this finding.

2. *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The proposed Zoning Amendments are internally consistent with other applicable provisions of the Zoning Code. In addition to the proposed changes to increase density and provide objective standards for residential development projects, the proposed Zoning Amendments also include other ancillary changes to the Zoning Code to ensure internal consistency with other sections of the Code including updated references to the newly proposed adoption of the Downtown Specific Plan (DTSP), maintenance of the single-family zones (RE and RS zones), and modifications of allowable land uses in the Mixed-Use Overlay zone. Therefore, the City Council hereby makes this finding.

3. *Additional finding for Zoning Map amendments. The site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects.*

The proposed Zoning Amendments and Zoning Map Amendments are actions taken to implement the General Plan, DTSP, and Housing Element Implementation programs. As a result of these updates, the existing Zoning Map requires an update to remove the Focused Area overlay, establish the Mixed-Use overlay, remove the Mission Street Specific Plan, and establish the new DTSP boundaries. By making these changes, the Zoning Amendments and Zoning Map Amendments will be consistent with the updated General Plan, DTSP, and Housing Element Implementation programs. Therefore, the City Council hereby makes this finding.

SECTION 4. Environmental Findings. This Ordinance reflects an action to implement the City's adopted Housing Element, which was included within the scope of the Program Environmental Impact Report (PEIR) prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) for the General Plan Update, Downtown Specific Plan and Housing Element Implementation Project. The City Council, exercising its independent judgment, previously adopted Resolution No. [insert number] certifying the Final PEIR, making required findings, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding Considerations for the Project of which this Ordinance is a part. In approving this Ordinance, the City Council hereby relies on the environmental determinations and findings set forth in Resolution No. [insert number], which is hereby incorporated herein by reference. The amendments made by this Ordinance were also contemplated by the Environmental Assessment prepared and adopted in conjunction with the City Council's adoption of the Housing Element. Each of these provide separate and independent bases demonstrating compliance with the CEQA.

SECTION 5. The City Council hereby amends various sections of Chapter 36 (Zoning) of the City Code of the City of South Pasadena to incorporate the text

changes set forth in Exhibit A, attached hereto and incorporated herein by reference, with all sections of Chapter 36 that have no amendments identified in Exhibit A remaining in effect without amendment.

SECTION 6. The City Council hereby adopts the Amended Zoning Map, attached hereto as Exhibit B, and incorporated herein by reference.

SECTION 7. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 8. This Ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 4th day of October, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION
CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 4th day of October 2023, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez
Deputy City Clerk

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EXHIBIT A OF ATTACHMENT 2
Zone Text Amendment

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City of South Pasadena
Chapter 36 Zoning
Focused Amendments to Various Sections

36.200.020 Zoning Map and Zoning Districts.

The official City of South Pasadena Zoning Map has been adopted by the Council and is on file in the Department.

A. Zoning districts established. The City of South Pasadena shall be divided into zoning districts which implement the General Plan. The zoning districts shown in Table 2-1 are hereby established, and shall be shown on the Zoning Map.

B. Interpretation of zoning district boundaries. If there is uncertainty about the location of any zoning district boundary shown on the Zoning Map, the precise location of the boundary shall be determined by the Director.

1. Where district boundaries approximately follow lot, alley, or street lines, the lot lines and/or street and alley centerlines shall be construed as the district boundaries as appropriate;
2. Where a public street or alley is officially vacated or abandoned, the property that was formerly in the street or alley will be included within the zoning district of the adjoining property on either side of the centerline of the vacated or abandoned street or alley.

The Director may refer any question of interpretation of the Zoning Map to the Commission for a determination, at a public hearing.

C. Annexations. Areas annexed to the City shall be zoned according to the pre-annexation zoning classification until City zoning is applied to the site in compliance with Division 36.620 (Amendments).

TABLE 2-1. ZONING DISTRICTS		
Zoning District Symbol	Zoning District Name	General Plan Land Use Classification Implemented by Zoning District
Residential Districts		
RE	Residential Estate	Estate and Very Low Density Residential Neighborhood
RS	Residential Single Family	Low Density Residential Neighborhood
RM	Residential Medium Density	Medium Density Residential Neighborhood
RH	Residential High Density	High Density Residential Neighborhood

TABLE 2-1. ZONING DISTRICTS		
Zoning District Symbol	Zoning District Name	General Plan Land Use Classification Implemented by Zoning District
Commercial Districts		
CG	Commercial General	General Commercial Mixed Use Core; Fair Oaks Corridor
CO	Commercial Office	Professional Office Mixed Use Core
BP	Business Park	Business Park, Research and Development, and Light Manufacturing Mixed Use Core
Special Purpose Districts		
CF	Community Facilities	Community Facilities Civic
OS	Open Space	Parks & Open Space/Parks Spaces; Preserves
MSSPDTSP	Mission Street Downtown Specific Plan	Mission Street Specific Plan Mixed Use Core; Fair Oaks Corridor
HFSP	Holy Family Specific Plan	Holy Family Specific Plan Civic
Overlay Districts		
AM	Altos de Monterey	Altos de Monterey Residential Very Low Density Neighborhood
FA MU	Focus Area Mixed Use Overlay	Focus Areas (General Plan Section 2-7) Mixed Use Core

Division 36.220. Residential Zoning Districts

36.220.010 Purpose of Division.

This Division lists the uses of land that may be allowed within the residential zoning districts established by Section 36.200.020 (Zoning Map and Zoning Districts), determines the type of zoning approval/approval required for each use, and provides basic standards for site layout and building size.

36.220.020 Purposes of Residential Zoning Districts.

Different residential zoning districts are intended to provide for a variety of housing opportunities through new construction, and the maintenance of existing homes and neighborhoods. The purposes of the individual residential zoning districts and the manner in which they are applied are as follows.

- A. RE (Residential Estate) district. The RE zoning district applies to areas appropriate for detached, single-family residential homes on large estate parcels. The allowable residential density ~~ranges from one to 3.5~~ is a maximum of three dwelling units per acre. The RE zoning district is consistent with the Estate/Very -Low Density ~~Residential~~Neighborhood land use designation of the General Plan.
- B. RS (Residential Single-Family) district. The RS zoning district is intended for areas appropriate for the development of detached, single-family homes. The allowable residential density ~~ranges from 3.51 to six~~ is a maximum of five dwelling units per acre. The RS zoning district is consistent with the Low Density ~~Residential~~Neighborhood land use designation of the General Plan.
- C. RM (Residential Medium Density) district. The RM zoning district applies to areas appropriate for a variety of housing types. Typical residential land uses include single-family bungalow courts, ~~courtyard housing, townhomes,~~ duplexes, triplexes, ~~or multiplexes, and~~ other attached ~~or detached single-family dwellings~~ on smaller lots. The allowable residential density ranges from ~~6.1~~ 5.1 to 14 dwelling units per acre. The RM zoning district is consistent with the Medium Density ~~Residential~~Neighborhood land use designation of the General Plan.
- D. RH (Residential High Density) district. The RH zoning district is intended for areas appropriate for high density ~~single-family~~ attached ~~or multi-family~~ dwelling units, including courtyard housing, townhouses, ~~condominiums,~~ and apartments. The allowable residential density ranges from 14.1 to 24 dwelling units per acre. The RH zoning district is consistent with the High Density ~~Residential~~Neighborhood land use designation of the General Plan.

36.220.030 Residential Zoning District Land Uses and Permit Requirements.

A. General requirements. Table 2-2 identifies the uses of land allowed by this Zoning Code in each residential zoning district, and the zonings approval required to establish each use, in compliance with Section 36.210.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Zoning Code may also apply.

B. Altos de Monterey (AM) overlay district. Allowable land uses and permit requirements for parcels within the AM overlay district are established by Section 36.250.030.

TABLE 2-2. ALLOWED USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS	P	Permitted Use				
	CUP	Conditional Use Permit required				
	AUP	Administrative Use Permit required				
	—	Use not allowed				
	PERMIT REQUIRED BY DISTRICT					Specific Use
LAND USE (1)	RE	RS	RM	RH	Regulations	
RECREATION, EDUCATION, PUBLIC ASSEMBLY & COMMUNITY FACILITY USES						
Clubs, lodges and fraternal organizations	—	—	—	CUP		
Community center	—	—	—	CUP		
Private sport courts	AUP	AUP	AUP	AUP		
Community gardens	CUP	CUP	CUP	CUP	36.350.230	
RESIDENTIAL USES						
Accessory residential uses and structures	P (3) (2)	P (3) (2)	P (3) (2)	P (3) (2)	36.350.170	
Home occupation	P	P	P	P	36.410.030	
Multi-family dwellings	—	—	P	P	36.350.180, 190	
Organizational house (sorority, convent, etc.)	—	—	CUP	CUP		
Residential care facility, 6 persons or less	P	P	P	P		
Residential care facility, 7 persons or more	—	—	CUP	CUP	36.350.050	
Residential care facility for the elderly (RCFE)	—	—	CUP	CUP	36.350.050	

TABLE 2-2. ALLOWED USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS	P	Permitted Use			
	CUP	Conditional Use Permit required			
	AUP	Administrative Use Permit required			
	—	Use not allowed			
	PERMIT REQUIRED BY DISTRICT				Specific Use Regulations
LAND USE (1)	RE	RS	RM	RH	
Second unit Accessory dwelling units	P	P	P	— P	36.350.200
RESIDENTIAL USES (Continued)					
Existing single-family dwelling	P	P	P	P	
New single-family dwelling	P	P	—	—	
Transitional and supportive housing	P	P	P (multi-family types located in the RM district are subject to specific use regulations 36.350.180,190)	P (multi-family types located in the RH district are subject to specific use regulations 36.350.180,190)	
SERVICE USES					
Bed & breakfast inn (B&B)	CUP	CUP	CUP	CUP	36.350.070
Child day care center	—	—	CUP	CUP	36.350.080
Child day care—Small family day care home	P	P	P	P	36.350.080
Child day care—Large family day care home	P	P	P	P	36.350.080
Medical services—Extended care	—	—	—	CUP(2)	

TABLE 2-2. ALLOWED USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS	P	Permitted Use			
	CUP	Conditional Use Permit required			
	AUP	Administrative Use Permit required			
	—	Use not allowed			
	PERMIT REQUIRED BY DISTRICT				Specific Use
LAND USE (1)	RE	RS	RM	RH	Regulations
Mortuaries and funeral homes	—	—	—	CUP ⁽²⁾	
Notes:					
(1) See Article 7 for land use definitions.					
(2) Allowable locations restricted to El Centro Street between Fremont and Diamond; Fair Oaks Avenue; Fremont Avenue north of Monterey Road; and Huntington Drive.					
↻					
(2) Permit required determined by Section 36.350.170.					

36.220.040 Residential Zoning District General Development Standards.

A. General requirements. Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Table 2-3, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3 (Site Planning and General Development Standards).

B. Altos de Monterey (AM) overlay district. Development standards for parcels within the AM overlay district are established by Section 36.250.030.

C. Design Guidelines and Standards. Land uses and structures proposed within the residential zoning districts shall comply with the City's Design Guidelines to the extent required by the Design Review Board and/or specific provisions of the Design Guidelines, objective design standards, and to the extent permitted by State law. Qualifying residential projects shall comply with the ministerial approval process established by Section 36.410.040D.6.

TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	RE	RS	RM	RH
Minimum lot size	Minimum area and width for parcels proposed in new subdivisions.			
Area	12,500 sf	10,000 sf	10,000 sf	10,000 sf
Width	75 ft; 85 ft for a corner lot	50 ft; 60 ft for a corner lot	60 ft; 80 ft for a corner lot	<u>70 ft</u>
Residential density	Maximum number of dwelling units allowed in a project. The actual number of units allowed will be determined by the City through subdivision or land use permit approval, as applicable.			
Allowable density	1—Maximum of 3-5 du/acre	3-51— <u>6Maximum of 5</u> du/acre	65.1—14 to 30 14 du/acre	14.1 <u>to 24</u> du/acre
Minimum density allowed	<u>Each legal parcel in a residential zoning district will be allowed one single family dwelling regardless of lot area; parcels in the RE, RS, and RM districts may also be allowed a second dwelling unit in compliance with Section 36.350.200 (Residential Uses—Second Dwelling Units).</u>			
Minimum lot area/ multi-family unit	N.A.		3,200—7,300 sf	1,900—3,200 sf
Setbacks	Minimum and, where noted, maximum setbacks required. See Section 36.300.030 for setback measurement, allowed projections into setbacks, and <u>specific</u> exceptions to setbacks.			
Front	25% of lot depth, with a minimum of 25 ft, and a maximum requirement of 35 ft	20 ft		20 ft; 85 ft from street centerline on Huntington Drive <u>15 ft</u>
Front exception	If 60 percent or more of the lots on the same block face have structures with front setbacks different from the above, the	<u>An additional minimum 5 ft setback from the property line shall be provided for every story above the second story.</u>		

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TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
Requirement by Zoning District (1)				
Development Feature	RE	RS	RM	RH
	required front setback shall be the average of the existing front setbacks, provided that no more than 45 feet shall be required in the RE district, and 35 ft shall be required elsewhere.			
Sides, each	10% of lot width	10% of lot width, 4 ft minimum	An additional minimum 4-foot setback from the property line shall be provided for every additional story above the second story.	10-ft 8 ft minimum; 10 ft minimum setback from the property line shall be provided for each story above the second story.
Side, street side	20% of lot width, to a maximum requirement of 15 ft		15 ft minimum	
Rear	25 ft		20-ft 15 ft minimum; or 5 ft minimum abutting an alley	15 ft, or 5 ft if abuts an alley ; 20 ft minimum; 22 ft minimum setback shall be provided for each additional story above the second story.
Garage	An attached garage shall be set back a minimum of 10 ft from the front of the main structure		N/A	
Accessory structures	As required for primary structures, except that:		See Section 36.350.170 (Residential Uses—Accessory Residential Structures)	

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TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	RE	RS	RM	RH
	<ul style="list-style-type: none"> • A structure of 120 sf or less may be placed within a required side or rear setback, but not a front setback or in front of the frontmost dwelling unit on the lot; • A detached garage or carport or other accessory residential structure shall be located at least 5 ft from a side and/or rear property line, except if the required side yard setback for the dwelling/s is less than 5 ft, in which case the lesser side yard setback may be used for a detached garage or carport only. Such structures cannot be located in the front setback or in front of the frontmost dwelling unit on the lot; • Accessory structures shall be located at or beyond the required street-facing side yard setback for the dwelling/s, except if the Director determines that a lesser setback can be approved using the Administrative Use Permit process detailed in Section 36.350.170(C)(3)(e); • Private residential recreational facilities shall be located at least 5 ft from a side and/or rear property line and cannot be located in the front setback, or in front of the frontmost dwelling 			

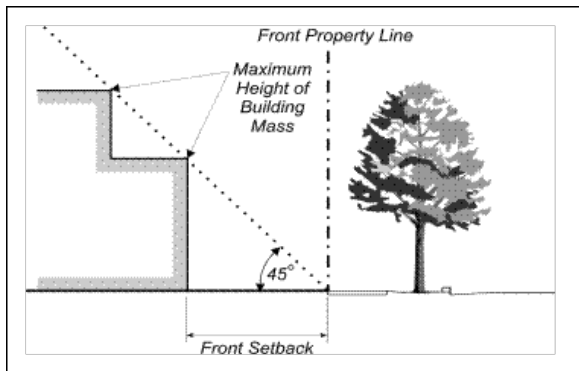
TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	RE	RS	RM	RH
	unit on the lot or in the street-facing side setback of a corner lot. See also Section 36.350.170 (Residential Uses—Accessory Residential Structures).			
Building separation	10 ft between structures on the same site.		Minimum distances shall comply with Fire Code requirements but in no case shall be less than 10 ft.	
Lot coverage	Maximum percentage of total lot area that may be covered by structures.			
	40%		N/A	N/A
Floor area ratio	Maximum allowable ratio of building floor area to lot area. See Article 7 (Definitions) for a definition and illustration.			
Floor area ratio requirement	0.35		Single family dwellings—0.50 Multifamily projects—1.25 N/A	Single family dwellings—0.40 Multifamily projects—1.25 N/A
Exception	Each dwelling unit may have an attached or detached garage or carport of up to 500 sf in addition to the above listed FAR. Any square footage in excess of 500 sf is included in the FAR calculation.			
Height limit	Maximum allowable height of structures in other than hillside areas (see Division 36.340 (Hillside Protection) for height limits in hillside areas). See Section 36.300.040 (Height Limits and Exceptions) for height measurement requirements. See also Section 36.350.170 (Residential Uses—Accessory Residential Structures).			
Maximum height	35 ft		45 ft	

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TABLE 2-3. RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS				
	Requirement by Zoning District (1)			
Development Feature	RE	RS	RM	RH
Multiple story exception	No portion of a structure shall encroach through a 45-degree angle projected perpendicularly from the front property line toward the rear property line. See Figure 2-1 in this Division. Building height in addition to the above limits may be authorized by design review (Section 36.410.040) to accommodate dormer windows and/or nonhabitable uninhabitable roof structures where appropriate to the architectural style of the dwelling.		N/A	
Open Space	Not applicable N/A		As required by Section 36.350.190 (Multi-Family Project Standards)	
Landscaping	As required by Division 36.330 (Landscaping Standards)			
Parking	As required by Division 36.310 (Parking and Loading), unless such development qualifies for an exception to providing parking under provisions of State law			
Signs	As required by Division 36.320 (Signs)			
Notes: (1) Altos de Monterey exceptions. The standards and requirements for development within the Altos de Monterey (AM) overlay zoning district are different from those in this table; see Section 36.250.030.				

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Figure 2-1. Height Limit Adjacent to Street



36.220.050 Development of Small Nonconforming Residential Parcels.

The following standards apply to new and remodeled single-family dwellings on legal nonconforming parcels with an area of less than 10,000 square feet, except that all standards, except subsection F (Lot Coverage), do not apply to hillside parcels (as defined by Section 36.340.2020(A) (Hillside Protection)). These standards are intended to minimize the impacts of single-family dwelling alteration, construction, expansion, and replacement by maintaining the existing residential neighborhood character that might otherwise result in overbuilding on a small single-family parcel.

- A. Design compatibility. Proposed construction shall have exterior colors, forms, and materials that are consistent throughout and visually compatible with adjacent structures and the surrounding neighborhood. The size, mass, and scale of new dwellings shall also be visually compatible with adjacent structures and the surrounding neighborhood. New dwellings shall also comply with the City's Residential Design Guidelines.
- B. Setbacks.
 - 1. The front and rear setback shall be 20 feet, or 15 feet for houses with a front porch.
 - 2. A second story shall be set back an additional five feet from the front of the house and three feet on both sides (which may be accommodated within a sloping roof), unless the architectural style requires a zero front or side second story setback, as determined by the Review Authority. In the latter case, the ground floor front setback shall be 25 feet.
- C. Driveway width. Driveways shall be limited to a maximum paved width of 10 feet with two feet clear of obstructions on either side, or 40 percent of the parcel frontage, whichever is less. Driveway width at property lines shall be limited to 10 feet.
- D. Front yard paving. No more than 45 percent of the total area of the front setback shall be paved for walkways, driveways, and/or other hardcover pavement.
- E. Reserved.
- F. Lot coverage. The maximum lot coverage shall be 50 percent.

G. Parking. For dwellings with detached garages located behind the primary unit, the minimum parking requirement shall be two covered spaces. Attached garages shall be set back a minimum of 10 feet from the front of the building, and shall include two enclosed spaces.

Division 36.230. Commercial Zoning Districts

Sections:

- 36.230.010 Purpose of Division.
- 36.230.020 Purposes of Commercial Zoning Districts.
- 36.230.030 Commercial District Land Uses and Permit Requirements.
- 36.230.040 Commercial District General Development Standards.

[36.230.050 Mixed Use Overlay Development Standards.](#)

36.230.010 Purpose of Division.

This Division lists the uses of land that may be allowed within the commercial zoning districts established by Section 36.200.020 (Zoning Map and Zoning Districts). It also determines the type of zoning approval/approval required for each use, and provides basic standards for site development.

36.230.020 Purposes of Commercial Zoning Districts.

The Commercial zoning districts are intended to provide a range of commercial opportunities within South Pasadena. The purposes of the individual Commercial zoning districts and the manner in which they are applied are as follows.

- A. CG (Commercial General) District. The CG zoning district is applied to areas appropriate for a wide range of commercial retail and service land uses. The CG zoning district is consistent with the [General Commercial Mixed Use Core](#) land use designation of the General Plan.
- B. CO (Commercial Office) District. The CO zoning district is applied to areas appropriate for professional offices. Other uses including business support services, restaurants, and specialty retail land uses may be allowed. The CO zoning district is consistent with the [Professional Office Mixed Use Core](#) land use designation in the General Plan.
- C. BP (Business Park) District. The BP zoning district is applied to areas appropriate for light manufacturing and business park uses including research and development, corporate headquarter offices, and support service and retail land uses. Land uses in the BP District are intended to be designed as campus-business park environments. The BP zoning district is consistent with the [Business Park, Research & Development, Light Manufacturing Mixed Use Core](#) land use designation of the General Plan.

[D. MU \(Mixed Use\) Overlay District. The MU Overlay district may be applied to all CO, CG, and BP zoning districts as an overlay to allow for a wide range of development that contains a mix of functions, including commercial, entertainment, office, and housing. The MU Overlay District is consistent with the Mixed Use Core land use designation in the General Plan. The intent of this overlay district includes implementation of General Plan policy direction and applicable State laws to allow for 100 percent residential development in the CO and CG zoning districts.](#)

36.230.030 Commercial District Land Uses and Permit Requirements.

A. General requirements. Table 2-4 identifies the uses of land allowed by this Zoning Code in the commercial zoning districts, and the zoning approval required to establish each use, in compliance with Section 36.210.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables (“Specific Use Regulations”) includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Zoning Code may also apply.

B. [Focus area requirements. A site within a focus area \(FA\) overlay district may be subject to limitations required by Section 36.250.040 \(Focus Area \(FA\) Overlay District\).](#)

[C. Design guidelines and standards.](#) Land uses and structures proposed within the commercial zoning districts shall comply with any adopted design guidelines to the extent required by the Review Authority and/or specific provisions of any design guidelines [and any applicable objective design standards for qualifying residential and mixed-use projects. Qualifying residential projects shall comply with the ministerial approval process established by Section 36.410.040D.6.](#)

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
MANUFACTURING & PROCESSING USES				
Electronics, equipment, and appliance manufacturing	—	—	P	
Food and beverage products manufacturing	—	—	P	
Furniture/fixtures manufacturing, cabinet shops	—	—	P	
Handcraft industries, small-scale manufacturing, less than 3,500 sf	—	—	P	
Handcraft industries, small-scale manufacturing, 3,500 sf or more	—	—	CUP	
Laundries and dry cleaning plants, less than 3,500 sf	—	—	P	

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Laundries and dry cleaning plants, 3,500 sf or more	—	—	CUP	
Media postproduction facilities	—	—	P	
Metal products fabrication, machine/welding shops	—	—	P	
Photographic processing plants, less than 3,500 sf	—	—	P	
Photographic processing plants, 3,500 sf or more	—	—	CUP	
Plumbing and heating shops, less than 3,500 sf	—	—	P	
Plumbing and heating shops, 3,500 sf or more	—	—	CUP	
Printing and publishing, less than 3,500 sf	—	P	P	
Printing and publishing, 3,500 sf or more	—	P	CUP	
Recycling facilities	—	CUP	CUP	36.350.160
Recycling facilities—Reverse vending machines	—	P	P	36.350.160
Warehouses, wholesaling and distribution	—	—	P	
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES				
Adult entertainment businesses	—	—	(2)	36.350.030
Clubs, lodges, fraternal organizations	—	CUP	CUP	
Indoor amusement/entertainment facilities	—	P	CUP	
Libraries, museums, galleries	—	AUP	CUP	

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Outdoor recreation facilities	—	CUP	CUP	
Schools—Private	—	CUP	CUP	
Schools—Specialized education, tutoring, and training	—	AUP/ CUP	CUP	3,000 sf or smaller requires an AUP, greater than 3,000 sf requires a CUP
Special needs educational and training facilities	—	CUP	CUP	
Studios/health/fitness facility—Dance, martial arts, music, photography, etc.	AUP/ CUP	AUP/ CUP	CUP	3,000 sf or smaller requires an AUP, greater than 3,000 sf requires a CUP
Theaters and auditoriums	—	CUP	—	
Community gardens	CUP	CUP	CUP	36.350.230
RESIDENTIAL USES				
Emergency shelter	—	CUP	P	36.350.250

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Live/work units	—	—	—	36.350.110
Mixed-use projects	P	P	P	36.350.120 36.230.050
Multi-family dwellings (5)	P	P	P (6)	36.230.050
Single-room occupancy	—	—	P	36.350.260
Transitional and supportive housing, including low barrier navigation centers	P	P	P	
RETAIL TRADE				
Alcoholic beverage sales	—	CUP	—	36.350.040
Auto parts sales	—	P	—	
Auto sales and rental	—	CUP	CUP	
Building material stores	—	P	CUP	36.350.220
Coffee roasting and packaging, retail	—	CUP	—	
Construction/heavy equipment sales and rental	—	CUP	CUP	
Convenience and liquor stores	—	CUP	—	36.350.040
Department stores	—	P	—	
Equipment sales and rental	—	CUP	CUP	

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Extended hour businesses (11:00 p.m. to 6:00 a.m.)	—	CUP	CUP	
Furniture, furnishings and appliance stores	—	P	—	
Gas stations	—	CUP	CUP	
General retail	—	P	CUP	36.350.140, 36.350.220
Grocery stores	—	AUP	—	
Hardware stores	—	P	—	
Multi-tenant retail	—	CUP	—	
Outdoor display and retail activities	—	AUP	CUP	
Plant nurseries and garden supply stores	—	P	—	36.350.140, 36.350.220
Restaurants	CUP	P	P	
Restaurants, multi-tenant retail		CUP (3)		
Restaurants, take-out and with accessory retail food	CUP	P	P	
Restaurants, with catering and/or accessory retail food	CUP	CUP	CUP	
Restaurants, with outdoor dining only	AUP	AUP	AUP	36.350.130
Secondhand stores	—	P	—	

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Tobacco retailer—Primary use	—	P	CUP	SPMC Chapter 18, Article 6 or its successor
Tobacco retailer—Accessory use	—	As required for the primary use that the accessory use is associated with	As required for the primary use that the accessory use is associated with	
Warehouse retail	—	CUP	—	36.350.220
SERVICES—BUSINESS & PROFESSIONAL				
Automated teller machines (ATMs)	P	P	P	36.350.060
Banks and financial services	—	P	P	
Business support services	—	CUP	P(5.4)	
Offices—Production, research and development	P	P	P	
Offices—Professional and administrative	P	P	P	
SERVICES—OTHER				
Ambulance service	—	CUP	CUP	

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Bed and breakfast inns	CUP	CUP	—	
Child/adult day care centers	—	AUP/ CUP	CUP	3,000 sf or smaller requires an AUP, greater than 3,000 sf requires a CUP
Contractor storage yard	—	—	CUP	
Convenience services	P	P	P	
Hotels and motels	—	CUP	—	
Medical services—Clinics	—	CUP	—	
Medical services—Laboratories	—	CUP	P	
Medical services—Offices	P	P	P	
Massage establishment	—	CUP	—	SPMC 17.15(B)
Personal services	CUP(4)	P	—	SPMC 17.13
Personal services—Restricted	—	AUP	—	
Vehicle repair and maintenance—Major repair work	—	CUP	—	

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
Vehicle repair and maintenance—Service and maintenance	—	CUP	—	
Veterinary clinics, hospitals, kennels	—	CUP	CUP	
Wine cellar	—	P	P	
TRANSPORTATION & COMMUNICATIONS				
Parking facilities/vehicle storage	—	CUP	—	
Broadcasting studios	—	CUP	P	
Telecommunications facilities	CUP	CUP	CUP	36.350.210
Notes:				
(1) See Article 7 for land use definitions.				
(2) Requires an adult business permit in compliance with SPMC 36.350.030.				
(3) If multi-tenant retail complies with the parking regulations in SPMC 36.310.040, a CUP is required if a new restaurant would cause the restaurant square footage in the multi-tenant retail to exceed 20 percent of the total square footage. If the multi-tenant retail is legal nonconforming with the parking regulations in SPMC 36.310.040, a CUP is required if a restaurant use in an existing space has been abandoned for a period of 18 months or longer, and for all additional restaurants in new spaces or spaces previously occupied by a non-restaurant.				
(4) Personal services are not permitted on parcels located within the Fremont Corridor as defined in the Land Use and Community Design Element of the South Pasadena General Plan. The Fremont Corridor includes a mixture of residential and small-scale professional office uses lining the busy and heavily traveled section of Fremont Avenue from Monterey Road north to the Pasadena Freeway, properties fronting Mound Avenue between Hope Street and the Pasadena Freeway.				
(5) (4) Business support services consisting of laboratory uses require a CUP.				

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
(5) See Section 36.230.050 regarding properties identified as housing sites in the General Plan Housing Element sites inventory as Mixed Use.				
(6) Residential units shall be located above the ground-floor level.				

36.230.040 Commercial District General Development Standards.

Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Table 2-5, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3, (Site Planning and General Development Standards).

TABLE 2-5. COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS			
Development Feature	Requirement by Zoning District		
	CO	CG	BP
Minimum lot size	Minimum area and width for parcels proposed in new subdivisions.		
Area	10,000 sf		
Width	50 ft		
Setbacks	Minimum setbacks required. See Section 36.300.030 for setback measurement, allowed projections into setbacks, and exceptions to setbacks.		
Front	25 ft on Fremont St. between the 110 freeway and Monterey Rd., 20 ft required otherwise.	None required	25 ft
Sides, each	15 ft if adjacent to an RS district; none required otherwise.		
Street side	None required		None required
Rear	None, except if adjacent to an alley 5 ft, or if adjacent to a RS district 25 ft		None required
Lot coverage	Maximum percentage of total lot area that may be covered by structures.		
	No maximum		50%
Height limit	Maximum allowable height of structures. See Section 36.300.040 (Height Limits and Exceptions) for height measurement requirements.		
Maximum height	35 ft		

TABLE 2-5. COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS			
Development Feature	Requirement by Zoning District		
	CO	CG	BP
Landscaping	As required by Division 36.330 (Landscaping Standards)		
Parking	As required by Division 36.310 (Parking and Loading)		
Signs	As required by Division 36.320 (Signs)		

36.230.050 Mixed Use Overlay District Development Standards.

A. New Development. Subdivisions, new land uses, and structures developed as mixed-use development or as urban residential (multi-family) development within CO, CG, or BP zoning districts and with the Mixed Use Overlay shall be designed, constructed, and/or established in compliance with the requirements in Table 2-6, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3 (Site Planning and General Development Standards).

B. For properties designated in the General Plan Housing Element sites inventory as Mixed Use, in addition to all other requirements in this section, projects of 100 percent residential development shall be permitted, and at least 50 percent of the total floor area of mixed-used developments on any sites identified as Mixed Use in the Housing Element sites inventory must be developed as residential use.

C. Redevelopment. Substantial alteration of an existing mixed-use development or urban residential (multi-family) development within the CO, CG, or BP zoning districts shall be improved to satisfy the requirements in Table 2-6, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3 (Site Planning and General Development Standards).

D. Notes Column in Table 2-6. Where the last column in Table 2-6 (“Notes”) includes a section number, the regulations in the referenced section apply to the standard; however, provisions in other sections of this Zoning Code may also apply.

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	Requirement	Notes
<u>DEVELOPMENT INTENSITY</u>		
<u>Minimum Size or Area</u>	<u>20,000 sf</u>	
<u>Minimum Lot Frontage</u>	<u>80 ft</u>	
<u>Density Range for Residential</u>	<u>52 to 70 du/ac</u>	
<u>Maximum Lot Coverage</u>	<u>70%</u>	

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TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
<u>Development Feature</u>	<u>Requirement</u>	<u>Notes</u>
<u>Minimum Residential Unit Size</u>	<u>Studio – 450 sf</u> <u>One-bedroom – 750 sf</u> <u>Two-bedroom – 900 sf</u>	
<u>NON-RESIDENTIAL USES</u>		
<u>Location</u>	<u>Non-residential uses are required along the street frontage in the areas described in the General Plan for development within a Corridor, District, or Neighborhood Centers.</u>	<u>Residential units shall be located above the ground-floor level within the BP zoning district.</u>
<u>BUILDING HEIGHT AND FORM</u>		
<u>Maximum Height</u>	<u>45 ft</u>	<u>Non-habitable building features such as chimneys, cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures covering no more than 10% of the top floor roof area may exceed the maximum height by up to 8 ft.</u>
<u>Maximum Stories</u>	<u>4</u>	
<u>Maximum Floor Area by Story</u>	<u>Up through Second Story – 100%</u> <u>Third Story – 90%</u> <u>Fourth Story – 80%</u>	<u>The standard refers to the percentage relative to the ground-floor building footprint area</u>
<u>Maximum Building Length</u>	<u>150 ft</u>	
<u>BUILDING RELATIONSHIP TO STREET</u>		
<u>Minimum Building Frontage</u>	<u>60%</u>	
<u>Maximum Elevation of Building Entry Above the Street/Sidewalk Level and Maximum Recess Below the Street/Sidewalk Level</u>	<u>2 ft</u>	
<u>Minimum Ground Floor Height</u>	<u>12 ft</u>	
<u>NON-RESIDENTIAL USE GROUND FLOOR BUILDING DESIGN</u>		
<u>Maximum Blank Wall Length</u>	<u>25 ft</u>	
<u>Minimum Glazing</u>	<u>50%</u>	
<u>Minimum Tenant Space Width</u>	<u>25 ft</u>	
<u>Minimum Number of Entries</u>	<u>1 per 100 lineal ft</u>	

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TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
<u>Development Feature</u>	<u>Requirement</u>	<u>Notes</u>
<u>Minimum Wall Plane Articulation</u>	<u>To/From Window/Door – minimum 6 inches</u> <u>To/From Column/Other Feature – minimum 18 inches</u>	<u>Windows, door, columns, and other features shall be recessed or project forward to provide the respective minimum differential from the wall plane</u>
<u>Signs</u>	<u>As required by Division 36.320 (Signs)</u>	
<u>SETBACKS FOR NON-RESIDENTIAL</u>		
<u>Front – Ground Floor</u>	<u>Per the underlying zoning district</u>	<u>May be increased to 15 ft where outdoor uses or small plazas are provided directly in front of the non-residential use</u>
<u>Side – Ground Floor</u>	<u>Per the underlying zoning district</u>	
<u>Rear</u>	<u>Per the underlying zoning district</u>	
<u>SETBACKS FOR RESIDENTIAL</u>		
<u>Front – Ground Floor</u>	<u>20 ft minimum</u>	
<u>Side</u>	<u>10 ft minimum for first two floors</u> <u>15 ft minimum from property line for third floor and above</u>	<u>For any property adjacent to an RE or RS district, the minimum setback for the first and second stories shall be 20 feet, and any story above the second story shall be set back a minimum distance of 25 feet from the property line.</u>
<u>Rear</u>	<u>20 ft minimum for first two floors</u> <u>25 ft minimum for third floor and above</u>	<u>For any property adjacent to an RE or RS district, the minimum setback for the first and second stories shall be 30 feet, and any story above the second story shall be set back a minimum distance of 35 feet from the property line.</u>
<u>SETBACKS – GENERAL</u>		
<u>Setback from Access Driveway</u>	<u>5 ft minimum</u>	
<u>Distance Between Buildings</u>	<u>As required by the Fire Code, but no instance less than 10 ft</u>	
<u>PARKING, LOCATION AND DESIGN</u>		

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
<u>Development Feature</u>	<u>Requirement</u>	<u>Notes</u>
<u>Site Access/Driveway Location</u>	The location of site access/driveways shall be prioritized as follows: <u>(1) From an alleyway, (2) From a side street, or (3) If the previous two locations are infeasible as determined by the Director, then access from the front shall be limited to a maximum 24-footwide driveway.</u>	
<u>Location of Parking Spaces/Areas</u>	The location of parking spaces/areas shall be limited as follows: <u>(1) Located to the rear of the building or underground, and (2) Shall not be located within the front or side street setback areas.</u>	
<u>Number of Spaces for Non-Residential Uses</u>	As required by Division 36.310 (Parking and Loading)	Shared parking or a reduction in parking subject to approval of a parking study – Section 36.310.060. Within one-half mile of a high-quality transit station, no parking minimums shall apply for any use except for hotels, motels, bed and breakfast inns, and similar transient lodging facilities per Government Code Section 65863.2.
<u>Number of Spaces for Residential Uses</u>	Studio – 0.50 space One-bedroom – 1 space Two-bedroom – 2 spaces Guest Space – 0.25 per unit	Guest spaces are not required if non-residential spaces are available during non-operational hours. Parking is reduced, not required, for qualifying development projects within one-half mile of a high-quality transit station, as defined in Government Code Section 65863.2.

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TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
<u>Development Feature</u>	<u>Requirement</u>	<u>Notes</u>
<u>Design of Surface or Structure Parking</u>	<u>As required by Division 36.310 (Parking and Loading)</u>	<u>Unless modified by standards herein</u>
LANDSCAPING AND OPEN SPACE		
<u>Minimum Site Landscaping</u>	<u>20 %</u>	<u>Exclusive of areas on the site providing useable open space for residential uses.</u> <u>Improved rooftop areas can be counted toward open space.</u>
<u>Minimum Driveway and Parking Area Side Landscaping</u>	<u>5 ft</u>	
<u>Minimum Total Combined Useable Open Space per Residential Unit (Common and Private Combined)</u>	<u>300 sf/du</u>	<u>Improved rooftop open space, balconies, and indoor common spaces can be counted toward usable open space.</u>
<u>Common Open Space Requirements</u>	<u>1,000 sf area minimum</u> <u>25 ft minimum depth and width</u>	
<u>Private Open Space Requirements</u>	<u>No private open space is required for individual units.</u>	<u>If individual balconies, ground floor patios, porches, or similar private open space are provided for a residential unit, such area shall have minimum dimensions of 6 ft width and 4 ft depth.</u>

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Division 36.240. Special Purpose Zoning Districts

36.240.010 Purpose of Division.

This Division regulates development and new land uses in the special purpose zoning districts established by Section 36.200.020 (Zoning Map and Zoning Districts).

36.240.020 Purposes of Special Purpose Zoning Districts.

The purposes of the individual special purpose zoning districts and the manner in which they are applied are as follows.

- A. CF (Community Facilities) District. The CF zoning district is applied to areas appropriate for public and quasi-public land uses. Typical land uses include government and institutional offices, schools, libraries, ~~churches~~religious facilities, and other related municipal uses. The CF zoning district is consistent with the ~~Community Facilities~~Civic land use designation of the General Plan.
- B. OS (Open Space) District. The OS zoning district is applied to areas suitable for open space land uses including parks, natural open space areas, recreational facilities, and areas used for flood control. The OS zoning district is consistent with the ~~Parks & Open Space~~Spaces, and Preserves land use ~~designation~~designations of the General Plan.
- C. ~~MSSP (Mission Street~~DTSP (Downtown Specific Plan) District. The ~~MSSP~~DTSP zoning district is applied to the ~~Mission Street~~Downtown Specific Plan area. Appropriate land uses include pedestrian-oriented, retail and service uses. The ~~MSSP~~DTSP zoning district is consistent with the ~~Mission Street Specific Plan~~Mixed Use Core and Fair Oaks Corridor land use ~~designation~~designations of the General Plan.
- D. HFSP (Holy Family Specific Plan) District. The HFSP zoning district is applied to the Holy Family Specific Plan area. Appropriate land uses include religious facilities, schools, and accessory uses. The HFSP zoning district is consistent with the ~~Holy Family Specific Plan~~Civic land use designation of the General Plan.

36.240.030 Special Purpose District Land Uses and Permit Requirements.

- A. CF and OS Districts. Table 2-~~67~~ identifies the uses of land allowed by this Zoning Code in each special purpose zoning district, and the zoning approval required to establish each use, in compliance with Section 36.210.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Zoning Code may also apply.

- B. ~~MSSP~~DTSP District. Land uses in the ~~MSP~~DTSP zoning district are as permitted in the ~~Mission Street~~Downtown Specific Plan.
- C. HFSP District. Land uses in the HFSP zoning district are as permitted in the Holy Family Specific Plan.

TABLE 2-67. ALLOWED USES AND PERMIT REQUIREMENTS FOR SPECIAL PURPOSE ZONING DISTRICTS	P	Permitted Use	
	CUP	Conditional Use Permit required	
	AUP	Administrative Use Permit required	
	—	Use not allowed	
	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
LAND USE (1)	CF (2)	OS	
AGRICULTURE & OPEN SPACE USES			
Community gardens	CUP	CUP	36.350.230
Hiking trails	—	P	
Nature preserves and accessory uses (e.g., interpretive centers)	—	P	
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES			
Community centers	P	AUP	
Equestrian facilities	—	AUP	
Libraries, museums, galleries	P	—	
Schools, private	AUP	—	
Outdoor recreational facilities	P	AUP	
Parks and playgrounds	P	AUP	
Religious institutions	CUP	—	
SERVICES			
Medical services – Hospitals	CUP	—	
TRANSPORTATION & COMMUNICATIONS			
Parking facilities/vehicle storage	CUP	—	

TABLE 2-67. ALLOWED USES AND PERMIT REQUIREMENTS FOR SPECIAL PURPOSE ZONING DISTRICTS	P		Permitted Use
	CUP		Conditional Use Permit required
	AUP		Administrative Use Permit required
	—		Use not allowed
	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
LAND USE (1)	CF (2)	OS	
Telecommunications facilities	CUP	CUP	36.350.210
Notes:			
(1) See Article 7 for land use definitions.			
(2) Residential development with a density of up to 30 dwelling units per acre is allowed on Assessor Parcel No. 5314-003-083 pursuant to the 2021-2029 (6th Cycle) Housing Element.			

36.240.040 Special Purpose District General Development Standards.

A. CF and OS Districts. Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with development standards determined through development review process on a case-by-case basis, and may include buffering between structures and adjacent residential uses, in addition to any other applicable requirements of this Division, and the development standards (e.g., landscaping, parking and loading, etc.) in Article 3 (Site Planning and General Development Standards).

B. [MSSPDTSP](#) District. Development standards that pertain to development in the [MSSPDTSP](#) District are as specified in the [Mission Street Downtown](#) Specific Plan.

C. HFSP District. Development standards that pertain to development in the HFSP District are as specified in the Holy Family Specific Plan.

D. Design guidelines ~~and standards~~. Land uses and structures proposed within the special purpose zoning districts shall comply with any adopted design guidelines to the extent required by the appropriate Review Authority and/or specific provisions of the design guidelines [and any applicable objective design standards for qualifying residential and mixed-use projects](#).

Division 36.250. Overlay Zoning Districts

Sections:

36.250.010 Purpose of Division.

36.250.020 Applicability of Overlay Zoning Districts.

36.250.030 Altos de Monterey (AM) Overlay District.

36.250.040 ~~Focus Area (FAMixed Use (MU))~~ Overlay District.

36.250.040 ~~Focus Area (FAMixed Use (MU))~~ Overlay District.

A. Purpose. The ~~FAMU~~ Overlay district is intended to implement the City's goals and objectives for development and new land uses within the ~~eight areas~~ CO, CG, and BP zoning districts of South Pasadena identified by ~~Section 2.7 of in~~ the General Plan as ~~"focus areas," "Corridor," "Districts," and "Neighborhood Centers."~~

B. Applicability. The ~~FAMU~~ Overlay district shall be applied on the Zoning Map to the areas shown in ~~Figure II-3 as Mixed Use Core on the Land Use Map~~ of the General Plan, except those areas within the boundaries of the Downtown Specific Plan.

C. Allowable land uses and development standards. Proposed development and new land uses shall comply with all applicable requirements in ~~Section 2.7B of~~ Division 36.230 (Commercial Zoning Districts) consistent with the Planning Designations outlined in the General Plan ~~for the focus area~~ in which the project site is located.

D. Required findings for project approval. The review authority may approve a discretionary land use permit for a project within the ~~FAMU~~ Overlay district only after first finding:

1. That the proposed project is consistent with, and will successfully implement the objectives and guidelines of the General Plan for the applicable ~~focus area~~ Planning Designation, District, or Neighborhood Center; and
2. All other findings required by this Zoning Code ~~for if~~ the project requires a discretionary land use permit.

36.410.040 Design Review.

D. Design Review Authority.

1. Planning Commission review. The Planning Commission will be responsible for the Design Review of the following developments:

- a. As identified in subsection (B) (Applicability) of this section, all developments which require a Hillside Development Permit, a Conditional Use Permit, a Variance, a Planned Development Permit;
- b. Multi-family developments containing seven or more units;
- c. Multi-family developments containing six or fewer units not exempt from CEQA; or
- d. Any other application in which the Planning Commission is the Review Authority.

2. Cultural Heritage Commission (CHC) review. The CHC will be responsible for the Design Review of the following:

- a. All of the developments identified in subsection (B) (Applicability) of this section which require a Certificate of Appropriateness as required by Chapter 2.58A SPMC (Cultural Heritage Commission);
- b. All properties within a designated historic district;
- c. Where a proposed project is subject to a Certificate of Appropriateness from the CHC and also requires an application in which the Planning Commission is the Review Authority, the CHC shall review the Certificate of Appropriateness and provide recommendations to the Planning Commission for the Certificate of Appropriateness and may also provide recommendations on the portion of the application in which the Planning Commission is the Review Authority.

3. DRB review. The DRB will be responsible for the Design Review of all of the developments identified in subsection (B) (Applicability) of this section which are not subject to Design Review by the Planning Commission, CHC, DRB Chair, or Planning Director as specified in SPMC 36.410.040.

- a. A subcommittee consisting of two members of the Design Review Board shall be formed to work with staff for the Design Review of Mixed-Use or Multi-Family of seven dwelling units or more, or not exempted from CEQA, as listed in Table 4-1 (Review Authority).

4. DRB Chair review. DRB Chair shall be responsible for Minor Design Review for projects that do not change the architectural design style of existing structures. These projects are as follows:

- a. Exterior modifications to all elevations of existing structures that would not change the architectural design style of the structures. This includes elevations that are visible to the street and/or above the first floor. Exterior modifications include new and different siding materials, new windows, new roofing materials, and replacement of existing front porch posts, balcony railing, and other similar changes as determined by the Planning Director and/or DRB Chair to not change the architectural design style of the existing structures.
- b. Additions of no more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space that is not visible to street.

Such additions are allowed above the first floor as long as they are not visible to the street, and do not exceed the height of the existing structure.

c. Subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with SPMC 2.58 through 2.68.

d. Not subject to Planning Commission review in accordance with this division and Division 36.340 (Hillside Protection).

5. Planning Director. The Planning Director shall be responsible for Minor Design Review for projects that involve minor modifications or additions to only the first floor of an existing structure, are not visible to the street, and do not change the architectural design style of the structures. These minor projects are as follows:

a. Exterior modifications to existing structures that are not visible from the street or prominently visible to any adjoining properties, and not above the first floor of the structure. Exterior modifications include new siding materials, windows, and new roofing materials.

b. Additions of no more than 500 square feet in area, or no more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space that is not visible to the street or not above the first floor, except for development subject to a Minor Hillside Development Permit.

c. Modifications to existing graded and/or improved outdoor areas on a property subject to Division 36.340 (Hillside Protection), such as installation of an in-ground swimming pool, spa, patio covers, accessory structures less than 500 square feet, and similar feature not visible to the street.

d. Not subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with SPMC 2.58 through 2.68.

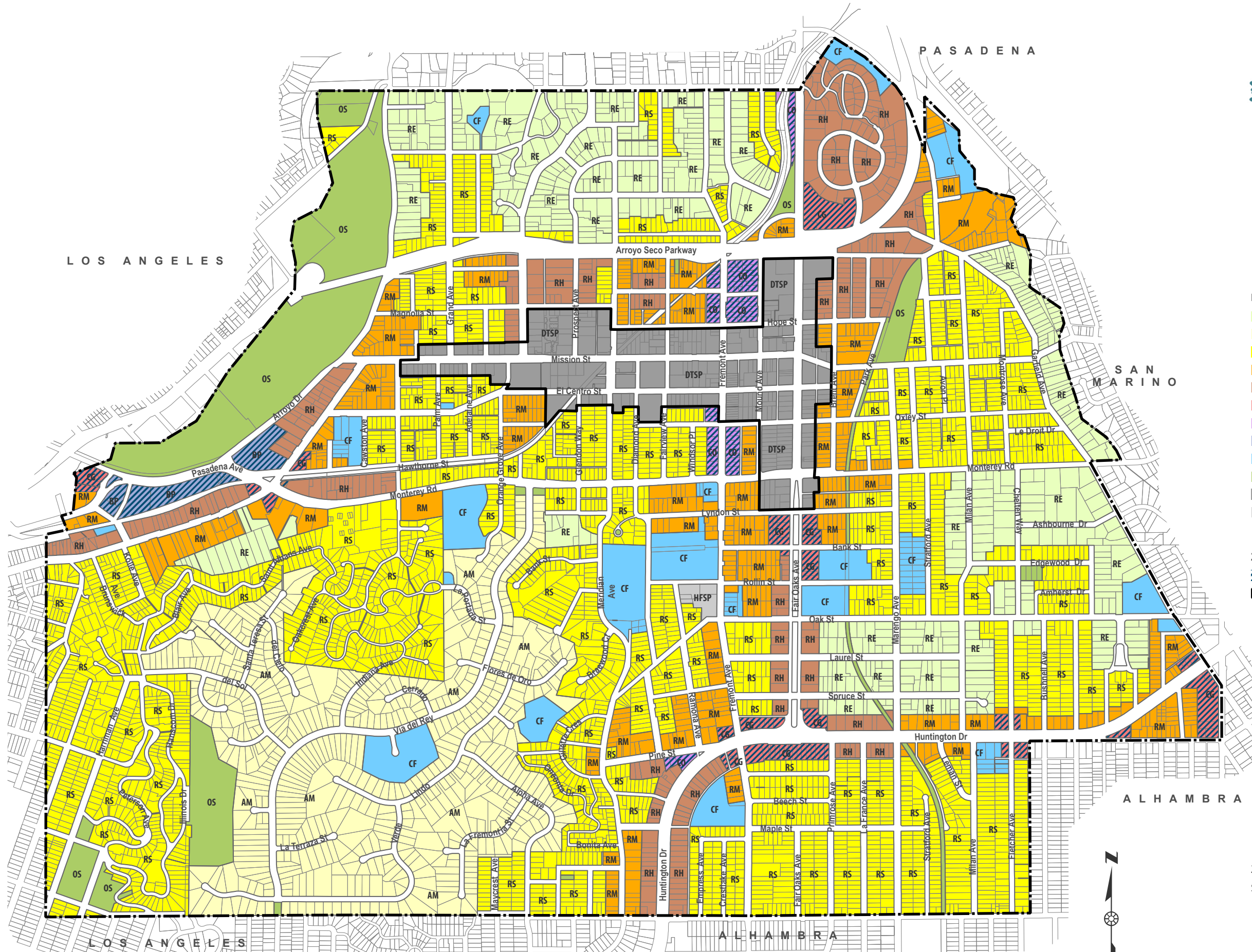
e. Not on a hillside area with a slope of 30 percent or greater in accordance with Division 36.340 (Hillside Protection) of the South Pasadena Municipal Code.

[6. Ministerial review of qualifying residential projects. The Community Development Director shall develop an application for ministerial approvals of qualifying residential projects pursuant to the requirements of State law, as well as procedures for processing applications for the ministerial approvals. The procedures may include a limited design review process and applicable standards. However, any limited design review process shall not constitute a "project" for purposes of the California Environmental Quality Act.](#)

EXHIBIT B OF ATTACHMENT 2
Updated Zoning Map

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Draft Zoning Map



Draft Zoning Districts

- Residential Estate (RE)
- Altos De Monterey Residential (AM)
- Residential Low Density (RS)
- Residential Medium Density (RM)
- Residential High Density (RH)
- Commercial General (CG)
- Commercial Office (CO)
- Business Park (BP)
- Community Facilities (CF)
- Open Space (OS)
- Downtown Specific Plan (DSP)
- Holy Family Specific Plan (HFSP)

Zoning Overlay and Specific Plan Boundary

- Mixed Use Overlay
- Downtown Specific Plan Boundary

Zoning Map revised on August 15, 2023.
Source: City of South Pasadena, 2023.



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ATTACHMENT 3
Ordinance No. – Density Bonus

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION
36.370 (AFFORDABLE HOUSING INCENTIVES) OF ARTICLE 3
(SITE PLANNING AND GENERAL DEVELOPMENT
STANDARDS) OF CHAPTER 36 (ZONING) OF THE CITY CODE
OF THE CITY OF SOUTH PASADENA TO REVISE
REGULATIONS TO CONFORM TO STATE DENSITY BONUS
LAW (CALIFORNIA GOVERNMENT CODE SECTION 65915)**

WHEREAS, the State Legislature has declared that the lack of housing, including providing for a variety of housing types for all income levels and special needs groups, is a critical problem that threatens the economic, environmental, and social quality of life in California; and

WHEREAS, the City Council of the City of South Pasadena adopted the City's 2021-2029 Housing Element on May 30, 2023; and

WHEREAS, the City's 2021-2029 Housing Element provides that the City will update its Zoning Code provisions for density bonuses (SPMC Division 36.370) as needed to comply with changes in state law (Program 2.e); and

WHEREAS, the City wishes to update the City Code to ensure consistency with state law as it may be amended from time to time, and clarify how to implement the density bonus program; and

WHEREAS, the Planning Commission considered this Ordinance on August 21, 2023, at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or against this matter; and

WHEREAS, at the conclusion of the Planning Commission hearing and after due consideration of the testimony, the Planning Commission adopted Resolution No. 23-07, recommending that the City Council adopt an ordinance amending City Code Division 36.370 substantially as set forth herein; and

WHEREAS, the City Council, at a regular meeting, considered the Ordinance on September 18 and September 27, 2023, at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or against this matter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals of this Ordinance are true and correct.

SECTION 2. Findings. The City Council of the City of South Pasadena in approving the proposed City Code amendment hereby makes the following findings:

A. This Ordinance is consistent with State Housing Law, the South Pasadena 2021-2029 Housing Element, and the South Pasadena General Plan. This Ordinance clarifies the City's density bonus provisions to conform to the requirements of California Government Code Section 65915.

B. The proposed Ordinance amends portions of Chapter 36 (Zoning) of the South Pasadena City Code to conform with State Density Bonus Law and with the goals, policies, programs, and guidelines of the City's General Plan. Specifically, the Ordinance implements the following goal, policy, and program contained in the City's 2021-2029 Housing Element:

Goal 2.0 Encourage and Assist in the Provision of Affordable Housing. Facilitate the development of deed-restricted affordable housing units in locations distributed throughout the city in order to provide housing for a diverse community, including low-income households that are least able to afford adequate housing.

Policy 2.2 Provide information to developers regarding the City's inclusionary housing requirements and the availability of streamlined density bonus opportunities in compliance with incentives for well-designed housing and implement approval processes that reflect the priority of providing housing in the community.

Program 2.e Facilitate Density Bonus for Projects with On-Site Affordable Housing. The City requires provision of inclusionary housing units for most multi-family developments. Projects complying with the ordinance by including on-site affordable units may also take advantage of State-mandated density bonuses and other incentives offered in SPMC Division 36.375 that support project feasibility. The City Code complies with State requirements

and encourages density bonuses in conjunction with the inclusionary housing requirement. The City will update the Zoning Code provisions for density bonuses (SPMC Division 36.370) as needed to comply with changes in state law.

C. The housing developments that would be authorized by this Ordinance would be established and maintained in a manner consistent with the City's General Plan and 2021-2029 Housing Element, specifically the goal, policy, and program described above, and all applicable provisions therein, which acknowledge the effect of the State-mandated density bonus law requirements.

D. Pursuant to City Code Section 36.620.070 B.1 (a and b) and B.2 (Findings and Decision), the City Council makes the following findings required for an amendment to the City's Zoning Code:

(1) The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan.

The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan in that the 2021-2029 General Plan Housing Element includes programs to amend the Zoning Ordinance for consistency with adopted State laws governing the provision of affordable housing.

(2) The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City in that it is necessary to modify zoning requirements, as required by State law, to support housing development and help alleviate the current housing crisis in the Los Angeles County region. Providing sufficient housing opportunities will promote the general welfare of all members of the community.

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The proposed amendment is internally consistent with other applicable provisions of the City's Zoning Code in that, as applicable, the amendments include provisions to resolve internal conflicts to achieve consistency and ensure that the Zoning Code complies with state law.

SECTION 3. Division 36.370 (Affordable Housing Incentives) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena City Code is hereby amended in its entirety to read as follows:

“Division 36.370. Affordable Housing Incentives

36.370.010 Purpose of Division.

This Division provides incentives for the development of specific housing types that are affordable to the types of households and qualifying residents identified in Section 36.370.020 (Eligibility for Affordable Housing Incentives), including but not limited to, very low income, lower income, moderate income, and senior households, in accordance with Government Code Section 65915. The provisions of this Division shall be interpreted to fulfill the requirements of Government Code Section 65915, as the same may be amended from time to time. All references to Government Code Section 65915 shall be interpreted to include amendments to that Section as may be enacted by the state from time to time. If any provision of this Division should conflict with a provision of such statute, the statutory provision shall prevail.

36.370.020 Eligibility for Affordable Housing Incentives.

- A. A housing development that qualifies for a density bonus and other incentives pursuant to Government Code Section 65915 shall be eligible for the affordable housing incentives identified in this Division 36.370. The applicant shall comply with all requirements stated in Government Code Section 65915.
- B. Except as otherwise required by Government Code Section 65915 density bonus units shall not be included when calculating the total number of housing units for purposes of determining the number of affordable units that qualifies the housing development for a density bonus.
- C. An applicant shall not receive a density bonus or any other affordable housing incentive under this Division if the housing development would be excluded under Government Code Section 65915, which includes, but is not limited to, projects that fail to “replace” existing housing units, as required by state law.

36.370.030 Density Bonus Allowance.

- A. For a housing development qualifying pursuant to the requirements of Government Code Section 65915 the City shall grant a density bonus in an amount specified by Government Code Section 65915.

B. For the purpose of calculating the density bonus, the “maximum allowable residential density” shall be as stated in Government Code Section 65915.

C. Each component of any density calculation, including base density and bonus density, that results in a fractional unit shall be separately rounded up to the next whole number.

36.370.040 Incentives and/or Concessions.

A. If requested by the applicant, a project that qualifies for a density bonus in accordance with Section 36.370.020(A) also shall be entitled to the number of incentives or concessions as set forth in Government Code Section 65915(d). A request for a concession(s) or incentive(s) should be accompanied by documentation demonstrating that the concession(s) or incentive(s) results in identifiable and actual cost reductions to provide for affordable housing costs, as further described in Government Code Section 65915(d)(1)(A). The applicant is entitled to the concession(s) or incentive(s) requested unless the City makes a written finding, based upon substantial evidence, of any of the relevant written findings as stated in Government Code Section 65915(d)(1).

B. Senior citizen housing developments that qualify for a density bonus solely pursuant to Government Code Section 65915 (b)(1)(C) shall not receive any incentives or concessions, unless Government Code Section 65915 is amended to specifically require that local agencies grant incentives or concessions for senior citizen housing developments.

C. For the purposes of this Division, incentive and/or concession shall have the same meaning as the term “concession or incentive” as defined in Government Code Section 65915(k).

36.370.050 Waivers.

A. Except as restricted by Government Code Section 65915, the applicant for a project that qualifies for a density bonus in accordance with Section 36.370.020 may submit a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of Government Code Section 65915(b), at the densities or with the concessions or incentives permitted by Section 65915. The applicant may request a meeting with the City to discuss any waiver requests. A request for a waiver or reduction of development standards should be accompanied by documentation demonstrating that the waiver or reduction is physically necessary to construct the housing development with the additional density permitted by

state law and/or incorporating any incentives or concessions required to be granted.

B. The applicant is entitled to the waiver(s) requested unless the City makes a written finding, based upon substantial evidence, of any of the relevant written findings as stated in Government Code Section 65915(e).

C. As used in this section, “development standard” shall have the same meaning as the term is defined in Government Code Section 65915(o)(2).

36.370.060 Alternative Parking Standards.

An applicant proposing a project that complies with the requirements found in Section 36.370.020 may request, and is entitled to, the parking ratios identified by Government Code Section 65915(p).

36.370.070 Density Bonus for Land Donations.

A. Land donation bonus. An applicant proposing a tentative subdivision map, parcel map, or other residential development that donates land to the City as provided for in this Section shall be entitled to a density bonus as provided for in this Section.

B. Requirements for Bonus. In order to grant a bonus for the donation, all of the requirements set forth in Government Code Section 65915(g)(2) must be met.

C. Density Bonus allowance for land donations. If an applicant donates land in compliance with requirements set forth in Subsection B, a density bonus as set forth in Government Code Section 65915(g)(1) shall be granted.

36.370.080 Density Bonus and Incentives for Childcare Facilities.

A. An applicant proposing to construct a housing development that conforms to the requirements of Government Code Section 65915(b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to the project, the City shall grant either an additional density bonus or a concession or incentive as provided for in Government Code Section 65915(h)(1).

B. A proposed project shall be eligible for the density bonus or concession or incentive described in this Section only if the project is made subject to, and the project applicant agrees to adhere to the conditions of approvals set forth in Government Code Section 65915(h)(2).

C. As used in this section, “childcare facility” shall have the same meaning as the term is defined in Government Code Section 65915.

36.370.090 Location of Designated Dwelling Units.

A. Location/dispersal of units. The designated dwelling units reserved as affordable units shall contain on average the same number of bedrooms as the market rate units. The designated dwelling units shall be dispersed throughout the development, and shall have the same materials and finish quality as the market rate units, and shall include a dishwasher, and washer and dryer if those appliances are provided in the market rate units.

B. Alternative development site. The review authority may authorize some or all of the designated dwelling units reserved as affordable units associated with one housing development to be produced and operated on an alternative development site, where it determines that the public interest would be more effectively served. Affordable housing units authorized on an alternate site shall be constructed and made available for occupancy prior to or at the same time as the market rate units are constructed and made available for occupancy, unless otherwise approved by the review authority.

36.370.100 Processing of Density Bonus Review and Affordable Housing Review.

A. Density bonus review or affordable housing review. A request for a density bonus, including any requests for incentives and/or concessions or waivers, shall be reviewed administratively by the Director. If a project that includes a request for a density bonus is also subject to another discretionary entitlement request that requires approval by the Planning Commission or City Council, the density bonus request, including any requests for incentives and/or concessions or waivers, shall be reviewed by the Planning Commission or City Council through the affordable housing review process.

B. Application and filing processing. An application for a density bonus, incentive(s) and/or concession(s), or waiver(s), shall be filed in compliance with Division 36.400 (Application Filing and Processing).

C. Density bonus review. If a density bonus is requested for a project that is subject only to ministerial review and approval, the Director shall process and grant the density bonus, alternative parking standards, and any incentives and/or concessions and waivers for that proposed project provided that the Director finds that the project is in compliance with the requirements of Government Code Section 65915 and the provisions of this Division. No public hearing or noticing

is required for such requests. Solely the applicant may appeal the decision of the Director to the City Manager on the grounds of an error in the application of this Division or State law. In making such an appeal, the applicant shall adequately describe the error in the application of this Division or State law.

D. Affordable housing review. The Planning Commission shall conduct an affordable housing review for proposed density bonus projects that include any discretionary approvals concurrently with the Commission's review of the other discretionary approval(s). Following proper noticing and a public hearing pursuant to Division 36.630 (Public Hearings), the Planning Commission, if it finds that the proposed project complies with applicable sections of this Division and State law, shall grant the density bonus, reduced parking standards, incentives and/or concessions, and waivers requested, unless it makes necessary findings as set forth in this Division and State law to reject the requested density bonus, reduced parking standards, incentives and/or concession, waivers, or any combination thereof.

E. Decision. Notice of the Director or Planning Commission decisions pursuant to this Division shall be mailed to the project applicant within five days of the decision. The granting of a request for a density bonus, incentive, or concession pursuant to this Division shall not be effective until an affordable housing covenant has been recorded in compliance with Section 36.370.110.

F. Appeal. A decision for an affordable housing review may be appealed in compliance with Division 36.610 (Appeals).

G. Continued availability. All projects for which a density bonus review and/or affordable housing review is granted by the appropriate review authority, must maintain continued affordability of the designated units pursuant to State law.

H. Pursuant to Section 36.370.110 (Affordable Housing Covenant), the Director is authorized to execute the necessary agreement which shall include recordation of a covenant or other document satisfactory to the City Attorney prior to the issuance of a building permit.

36.370.110 Affordable Housing Covenant.

Following the granting of a density bonus request or an affordable housing review in compliance with Section 36.370.100 (Processing of Density Bonus Requests and Affordable Housing Review), the applicant shall enter into an agreement with the City in a form approved by the Director and City Attorney to ensure the continued affordability of all affordable units or the continued reservation of such units for qualifying senior citizens in accordance with

Government Code Section 65915. Prior to receiving a building permit for any project that receives a density bonus or any incentive, concession, waiver, or reduction of development standards pursuant to this Division, such agreement shall be recorded as a covenant against the property.

In order to ensure the affordability of housing pursuant to this Division, the covenant shall include, but not be limited to, the following provisions with respect to the long term affordability of the residential project:

- A. The developer shall give the City the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;
- B. The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without the written approval of the City;
- C. When providing the written approval, the City shall confirm that the price (rent or sale) of the designated dwelling unit is consistent with the limits established for moderate, low and very low-income households, as published by the United States Department of Housing and Urban Development (HUD);
- D. The City shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;
- E. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the Certificate of Occupancy;
- F. In any action taken to enforce compliance with deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the City's costs of action including legal services;
- G. In the case of for-sale housing developments, the affordable housing covenant shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable use restriction period:
 - 1. Designated dwelling units shall be owner-occupied by eligible very low, low, or moderate income households, or by qualified residents in the case of senior housing.

2. The applicable restriction period in compliance with the provisions of this Division and State law.
3. The initial purchaser of each designated dwelling unit shall execute an instrument or agreement approved by the City which:
 - a. Restricts the sale of the unit in compliance with this Division during the applicable use restriction period,
 - b. Contains provisions as the City may require to ensure continued compliance with this Division and State law, and
 - c. Shall be recorded against the parcel containing the designated dwelling unit.

H. In the case of rental housing developments, the affordable housing covenant shall provide for the following conditions governing the use of designated dwelling units during the use restriction period:

1. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated dwelling units for qualified tenants,
2. Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this Division,
3. Provisions requiring owners to submit an annual report to the City, which includes the name, address, and income of each person occupying the designated dwelling units, and which identifies the number of bedrooms and monthly rent or cost of each unit, and
4. The applicable use restriction period in compliance with this Division and State law;

I. The covenant shall include the following information:

1. The total number of units approved for the housing development, including the number of designated dwelling units,
2. A description of the household income group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with HUD Guidelines,

3. The marketing plan for the affordable units,
4. The location, unit sizes (square feet), and number of bedrooms of the designated dwelling units,
5. Duration of the use restrictions for designated dwelling units, in compliance with this Division and State law,
6. A schedule for completion and occupancy of the designated dwelling units,
7. A description of the additional incentive(s) being provided by the City,
8. A description of the remedies for breach of the affordable housing covenant by the owners, developers, and/or successor(s)-in-interest of the project, and
9. Other information as necessary for the City to verify the implementation of, and compliance with this Division;

J. Execution of covenant.

1. Following agreement on the terms of the covenant by all parties, the City shall record the completed covenant on the parcels designated for the construction of designated dwelling units, at the Los Angeles County Registrar Recorder's/County Clerk's Office.
2. The approval and recordation shall take place prior to the final map or, where a map is not being processed, before issuance of Building Permits for the units.
3. The covenant shall be binding to all future owners, developers, and/or successors-in-interest."

SECTION 4. Environmental Findings. This Ordinance reflects an action to implement the City's adopted Housing Element, which was included within the scope of the Program Environmental Impact Report (PEIR) prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) for the General Plan Update, Downtown Specific Plan and Housing Element Implementation Project. The City Council, exercising its independent judgment, previously adopted Resolution No. [insert number] certifying the Final PEIR, making required findings, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding considerations for the Project of which this Ordinance is a part. In approving this Ordinance, the City Council

hereby relies on the environmental determinations and findings set forth in Resolution No. [insert number], which is hereby incorporated herein by reference. The amendments made by this Ordinance were also contemplated by the Environmental Assessment prepared and adopted in conjunction with the City Council's adoption of the Housing Element. Each of these provide separate and independent bases demonstrating compliance with the CEQA.

SECTION 5. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 4th day of October, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez
Deputy City Clerk

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION
CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 4th day of October, 2023, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez
Deputy City Clerk

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ATTACHMENT 4
Ordinance No. – Employee Housing

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SOUTH PASADENA, CALIFORNIA, AMENDING
CHAPTER 36 ARTICLE 2 DIVISION 36.22 AND CHAPTER
36 ARTICLE 3 DIVISION 36.350 OF THE CITY CODE OF
THE CITY OF SOUTH PASADENA RELATING TO
EMPLOYEE HOUSING**

WHEREAS, the adopted 2021-2029 Housing Element calls for amendment of the code of the City of South Pasadena to address employee housing pursuant to the Employee Housing Act (Health and Safety Code Section 17000 *et seq.*)(Program 2. h); and

WHEREAS, on August 21, 2023, the South Pasadena Planning Commission considered this Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and

WHEREAS, at the conclusion of the Planning Commission hearing and after due consideration of the testimony, the Planning Commission adopted Resolution No. 23-07 recommending that the City Council adopt an Ordinance substantially as set forth herein; and

WHEREAS, on September 18 and September 27, 2023, the City Council, at a regular meeting, considered the Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and

WHEREAS, following the public hearing, the City Council considered the entire record of information received at the public hearings before the Planning Commission and City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this Ordinance.

Section 2. Findings. The City Council of the City of South Pasadena in approving the proposed Code amendments hereby makes the following findings:

A. The proposed use is in conformance with the actions, goals, objectives, policies, and programs of the General Plan;

The Ordinance implements the goals and policies contained in the City's 2021-2029 Housing Element with respect to employee housing. The Ordinance amends the Code to implement the programs of the Housing Element to remove constraints on the development of housing.

B. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

The Ordinance furthers the public interest and general welfare of the City, and will not impact health, safety or convenience, by enabling, consistent with State law, the development of employee housing in the community, and by providing opportunities for individuals of various economic strata to reside and engage in the South Pasadena community, and by providing opportunities for safe housing accommodations for employees.

C. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The Ordinance has been designed to be internally consistent with all applicable provisions contained in the Zoning Code, and implements the 2021-2029 Housing Element.

Section 4. Table 2-2 "Allowed Uses and Permit Requirements for Residential Zoning Districts" of Section 36.220.030 (Residential Zoning District Land Uses and Permit Requirements) of Division 36.220 (Residential Zoning Districts) of Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) of Chapter 36 (Zoning) of the City Code of the City of South Pasadena is hereby amended to read as follows with all other provisions of Section 36.220.030 remaining in effect without amendment:

TABLE 2-2. ALLOWED USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS	P	Permitted Use				
	CUP	Conditional Use Permit required				
	AUP	Administrative Use Permit required				
	—	Use not allowed				
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
LAND USE (1)	RE	RS	RM	RH		
RECREATION, EDUCATION, PUBLIC ASSEMBLY & COMMUNITY FACILITY USES						
Clubs, lodges and fraternal organizations	—	—	—	CUP		
Community center	—	—	—	CUP		
Private sport courts	AUP	AUP	AUP	AUP		
Community gardens	CUP	CUP	CUP	CUP	36.350.230	
RESIDENTIAL USES						
Accessory residential uses and structures	P(2)	P(2)	P(2)	P(2)	36.350.170	
Home occupation	P	P	P	P	36.410.030	
Multi-family dwellings	—	—	P	P	36.350.180, 190	
Organizational house (sorority, convent, etc.)	—	—	CUP	CUP		
Residential care facility, 6 persons or less	P	P	P	P		
Residential care facility, 7 persons or more	—	—	CUP	CUP	36.350.050	
Residential care facility for the elderly (RCFE)	—	—	CUP	CUP	36.350.050	
Accessory dwelling unit	P	P	P	P	36.350.200	
Employee Housing	P	P	—	—	36.350.265	
RESIDENTIAL USES (Continued)						

TABLE 2-2. ALLOWED USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS	P	Permitted Use				
	CUP	Conditional Use Permit required				
	AUP	Administrative Use Permit required				
	—	Use not allowed				
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
LAND USE (1)	RE	RS	RM	RH		
Existing single-family dwelling	P	P	P	P		
New single-family dwelling	P	P	—	—		
Transitional and supportive housing	P	P	P (multi-family types located in the RM district are subject to specific use regulations 36.350.180,190)	P (multi-family types located in the RH district are subject to specific use regulations 36.350.180,190)		
SERVICE USES						
Bed & breakfast inn (B&B)	CUP	CUP	CUP	CUP	36.350.070	
Child day care center	—	—	CUP	CUP	36.350.080	
Child day care— Small family day care home	P	P	P	P	36.350.080	
Child day care— Large family day care home	P	P	P	P	36.350.080	
Medical services— Extended care	—	—	—	CUP		
Mortuaries and funeral homes	—	—	—	CUP		
Notes: (1) See Article 7 for land use definitions. (2) Permit required determined by Section 36.350.170.						

Section 5. Section 36.700.020 (“Definitions of Specialty Terms and Phrases”) of Division 36.700 (“Definitions/Glossary”) of Article 7 (“Definitions”) of Chapter 36 (“Zoning”) of the City Code of South Pasadena is hereby amended to add a new definition of

“Employee Housing” between the definitions of “Emergency Shelter” and “Enlargement of Use” to read as follows, with all other defined terms in Section 36.700.020 remaining without amendment:

“Employee Housing. Housing accommodation, or property upon which a housing accommodation is located, that meets the requirements as set forth in Health and Safety Code section 17008. Employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation.”

Section 6. A new Section 36.350.265 (“Residential Uses - Employee Housing”) is hereby added to of Division 36.350 (“Standards for Specific Land Uses”) of Article 3 (“Site Planning and General Development Standards”) of Chapter 36 (“Zoning”) of the City Code of the City of South Pasadena is added to read as follows:

“36.350.265 Residential Uses–Employee Housing.

A. Applicability. Pursuant to California Health and Safety Code Section 17021.5, employee housing providing accommodations for six or fewer employees shall be allowed in all zoning districts in which single-family residences are allowed and shall be deemed a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone. Employee housing for six or fewer employee shall not be considered a boarding house, rooming house, hotel, dormitory, or other term that implies that such employee housing differs from a single-family dwelling.

B. Employee housing for six of fewer employees shall be subject to the same ordinances and standards applicable to a single-family residence except to the extent that any such ordinance of standard is preempted by the Employee Housing Act (California Health and Safety Code Section 17000, *et seq.*).

C. Employee housing shall be subject to all applicable requirements of the Employee Housing Act (California Health and Safety Code Section 17000, *et seq.*)”

Section 7. Environmental Findings. This Ordinance reflects an action to implement the City’s adopted Housing Element, which was included within the scope of the Program Environmental Impact Report (PEIR) prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) for the General Plan Update, Downtown Specific Plan and Housing Element Implementation Project. The City Council, exercising its independent judgment, previously adopted Resolution No. [insert number] certifying the Final PEIR, making required findings, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding considerations for the Project of which this Ordinance is a part. In approving this Ordinance, the City Council hereby relies on the environmental determinations and findings set forth in Resolution No. [insert number], which is hereby incorporated herein by reference. The amendments made by this Ordinance were also contemplated by the Environmental Assessment prepared and adopted in conjunction with the City Council’s adoption of the Housing Element. Each of

these provide separate and independent bases demonstrating compliance with the CEQA.

Section 8. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

Section 9. This ordinance shall take effect thirty (30) days after its final passage and shall be considered to have been adopted after Ordinance No. ____ [the Zoning Code Update Ordinance]. Within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 4th day of October, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION
CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 4th day of October, 2023, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez
Deputy City Clerk

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ATTACHMENT 5
Ordinance No. – Inclusionary Housing

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SOUTH PASADENA, CALIFORNIA, AMENDING
DIVISION 36.375 OF THE CITY CODE OF THE CITY OF
SOUTH PASADENA CODE RELATING TO
INCLUSIONARY HOUSING REQUIREMENTS**

WHEREAS, the adopted 2021-2029 Housing Element calls for amendment of the City Code of the City of South Pasadena to update inclusionary housing program requirements (Program 2.m); and,

WHEREAS, on August 21, 2023, the South Pasadena Planning Commission considered this Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and,

WHEREAS, at the conclusion of the Planning Commission hearing and after due consideration of the testimony, the Planning Commission adopted Resolution No. 23-07 recommending that the City Council adopt an Ordinance substantially as set forth herein; and,

WHEREAS, on September 18 and September 27, 2023, the City Council, at a regular meeting, considered the Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and,

WHEREAS, following the public hearing, the City Council considered the entire record of information received at the public hearings before the Planning Commission and City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this Ordinance.

Section 2. Findings. The City Council of the City of South Pasadena in approving the proposed Code amendments hereby makes the following findings:

A. The proposed use is in conformance with the actions, goals, objectives, policies, and programs of the General Plan;

The Ordinance implements the goals and policies contained in the City's 2021-2029 Housing Element. The Ordinance amends the Code to implement the programs of the Housing Element to require affordable housing units in new residential and mixed-use development projects consisting of ten or more residential units and reflects a fifteen percent (15%) inclusionary housing requirement as specified in the adopted Housing Element.

B. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

The Ordinance furthers the public interest and general welfare of the City, and will not impact health, safety or convenience, by making affordable housing available in the community, and by providing opportunities for individuals of all economic strata to reside and engage in the South Pasadena community.

C. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The Ordinance has been designed to be internally consistent with all applicable provisions contained in the Zoning Code, and implements the 2021-2029 Housing Element.

Section 3. Section 36.375.020 ("Applicability") of Division 36.375 ("Inclusionary Housing Requirements") of Article 3 ("Site Planning and General Development Standards") of Chapter 36 ("Zoning") of the City Code of the City of South Pasadena is amended to read as follows:

"36.375.020 Applicability.

This division applies to all residential development of ten (10) or more dwelling units, including residential portions of mixed-use development, and requires affordable housing units in the amount as required in SPMC 36.375.050 (Inclusionary Unit Requirement)."

Section 4. Section 36.375.050 of Division 36.375 ("Inclusionary Housing Requirements") of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the City Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

"36.375.050 Inclusionary Unit Requirement.

A. Amount required. A minimum of 15 percent of the total number of dwelling units in a residential or mixed-use project, excluding any bonus units added pursuant to State law or SPMC 36.370, shall be developed, offered to, and sold or rented to households of very low, lower, and moderate income, at an affordable housing cost, as follows:

B. Inclusionary rental units.

Rental projects subject to the inclusionary housing requirement shall provide 50 percent of required affordable units as extremely low or very low units and 50 percent as lower income units. In case of an uneven number, one more unit shall be provided as very low.

C. Inclusionary ownership (for sale) units. Developers of ownership (for sale) projects subject to the inclusionary housing requirement may choose whether to provide the required inclusionary units as moderate income, low-income, very-low income, or a combination thereof.

D. Fractional units. In the case that unit calculations result in a fractional number, the applicant shall choose one of the following options:

1. Round up to next unit and provide the unit on site.
2. Pay the fractional amount above the whole number as an in-lieu fee equivalent to the fraction multiplied by the in-lieu fee as established by City Council resolution. All whole number units shall be provided on site or alternatively as allowed in SPMC 36.375.060 (Alternatives to On-Site Provision).”

Section 5. Environmental Findings. This Ordinance reflects an action to implement the City’s adopted Housing Element, which was included within the scope of the Program Environmental Impact Report (PEIR) prepared pursuant to the requirements of the California Environmental Quality Act (CEQA) for the General Plan Update, Downtown Specific Plan and Housing Element Implementation Project. The City Council, exercising its independent judgment, previously adopted Resolution No. [insert number] certifying the Final PEIR, making required findings, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding considerations for the Project of which this Ordinance is a part. In approving this Ordinance, the City Council hereby relies on the environmental determinations and findings set forth in Resolution No. [insert number], which is hereby incorporated herein by reference. The amendments made by this Ordinance were also contemplated by the Environmental Assessment prepared and adopted in conjunction with the City Council’s adoption of the Housing Element. Each of these provide separate and independent bases demonstrating compliance with the CEQA.

Section 6. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof,

regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this 4^h day of October, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION
CERTIFICATION OF ORDINANCE

STATE OF CALIFORNIA)
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ABSENT:

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Mark Perez
Deputy City Clerk

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