



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**SPECIAL MEETING
CLOSED SESSION**

WEDNESDAY, DECEMBER 6, 2023, 5:30 P.M.

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030 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. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION (INITIATING)

Government Code Section 54956.9(d)(4)

Number of Potential Cases: 1

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **December 6, 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.*

11/30/2023

/S/

Date

Lucila Urzua, Deputy City Clerk



CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

SPECIAL STUDY SESSION
WEDNESDAY, DECEMBER 6, 2023, AT 6:02 P.M.

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

South Pasadena City Council Statement of Civility

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

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- Via Zoom – **Webinar ID: 825 9999 2830**
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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 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.

ACTION/DISCUSSION

1. **DISCUSSION AND DIRECTION REGARDING AN UPDATE TO THE CITY COUNCIL PROTOCOL AND PROCEDURES MANUAL**

Materials for item will be available by Tuesday, December 5, 2023.

ADJOURNMENT**FOR YOUR INFORMATION****FUTURE CITY COUNCIL MEETINGS**

December 6, 2023	Regular City Council Meeting	7:00 P.M.
December 20, 2023	Regular City Council Meeting	7:00 P.M.
January 17, 2024	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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AGENDA NOTIFICATION SUBSCRIPTION

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ACCOMMODATIONS

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11/30/2023

/S/

Date

Lucy Urzua, Deputy City Clerk



CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR MEETING
WEDNESDAY, DECEMBER 6, 2023, AT 7:00 P.M.

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

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CALL TO ORDER: Mayor Jon Primuth

ROLL CALL:

Mayor	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

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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.

PRESENTATIONS**3. SPTOR RAFFLE DRAWING****4. SOCAL EDISON INFRASTRUCTURE PROJECT****CHANGES TO THE AGENDA****5. 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.

6. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$12,749.20; GENERAL CITY WARRANTS IN THE AMOUNT OF \$814,491.08; ONLINE PAYMENTS IN THE AMOUNT OF \$37,031.69; VOIDS IN THE AMOUNT OF (\$1,247.78); PAYROLL IN THE AMOUNT OF \$855,295.28**

Recommendation

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

7. **MONTHLY INVESTMENT REPORTS FOR SEPTEMBER 2023**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for September 2023.

8. **JULY 2023 – SEPTEMBER 2023 BUDGET UPDATE**

Recommendation

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

9. **RECEIVE AND FILE THE 2022 – 2023 LIBRARY SPECIAL TAX ANNUAL REPORT**

Recommendation

It is recommended that the City Council receive and file a report on the Fiscal Year 2022 – 2023 Library Special Tax as required by the State of California Local Agency Special Tax and Bond Accountability Act.

10. **CONSIDERATION OF DECLARING CERTAIN CITY PROPERTY AS SURPLUS AND DIRECT STAFF TO DISPOSE OF 2016 FORD E450 AND 2012 VPG MV-1 THROUGH THE CITY'S AUTHORIZED AUCTION VENDOR**

Recommendation

It is recommended that the City Council declare a 2016 Ford E450 CNG bus and a 2012 VPG MV-1 CNG van from the Community Services Department as surplus property, and direct staff to dispose of the items in accordance with South Pasadena Municipal Code Section 2.99 – 29 and City's Disposal of Surplus Property, through the City's authorized auction vendor.

11. **CONSIDER THE APPROPRIATION OF \$571,000 RECEIVED FROM THE STATE OF CALIFORNIA AS REIMBURSEMENT FOR THE DEPARTMENT'S COMPUTER – AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM COST**

Recommendation

It is recommended that the City Council consider approving an appropriation of \$571,000 received from the State of California to the Police Department's fiscal year 2023-2024 operating budget for reimbursement of the cost of the Department's Computer-Aided Dispatch and Records Management System (CAD/RMS) into the COPS Grants account 272-4010-4018-8520-000 Police State Grants – Equipment AB 3229.

12. **CONSIDERATION OF APPROVAL OF A REAPPROPRIATION OF THE STATE AND LOCAL FISCAL RECOVERY FUNDS FOR THE FUNDING OF PURCHASE ORDER NO. 23358 WITH ACORN TECHNOLOGY SERVICES FOR THE IMPLEMENTATION AND MIGRATION SUPPORT OF MICROSOFT OFFICE 365**

Recommendation

It is recommended that the City Council consider approving an appropriation of \$34,420 in State and Local Fiscal Recovery Funds to Account No. 206-2030-2032-8170-000 (State and Local Fiscal Recovery Funds – Professional Services) to fund Purchase Order No. 23358 with Acorn Technology Services for the implementation and migration support of Microsoft Office 365.

13. CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 27, 2023 AND OCTOBER 04, 2023

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Special and Regular Meetings of September 27, 2023 and October 04, 2023.

14. CONSIDERATION OF A PURCHASE OF AN ASPHALT REPAIR VEHICLE FOR THE PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF \$420,952 FROM BERGKAMP PAVEMENT PRESERVATION SOLUTIONS UTILIZING THE HOUSTON GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) COOPERATIVE PURCHASING PROGRAM

Recommendation

It is recommended that the City Council consider:

1. Approving the purchase of a FP5 Flameless Pothole Patcher asphalt repair vehicle from Bergkamp Pavement Preservation Solutions (Bergkamp) in the amount of \$420,952, including taxes and fees; and approve the use of the H-GAC Cooperative purchasing program for the procurement pursuant to Municipal Code Section 2.99-29(19) and the City's Purchasing Policy;
2. Appropriating \$60,952 from the Water Enterprise Fund into Public Works Water Distribution Vehicles and Equipment Account No. 500-6010-6710-8540-000 to partially fund the purchase of the vehicle; and
3. Appropriating \$60,000 from the Measure M Local Return Fund into a new Public Works Measure M Vehicles and Equipment Account No. 236-6010-6011-8540-000 to partially fund the purchase of the vehicle.

15. CONSIDERATION OF APPROVAL OF TASK ORDERS WITH ULTRASYSTEMS, NINYO & MOORE, & SCEI TEC FOR ENVIRONMENTAL, GEOTECHNICAL, AND PRELIMINARY DESIGN REPORTS FOR THE HUNTINGTON DRIVE REGIONAL GREEN STREET STORMWATER PROJECT

Recommendation

It is recommended that the City Council consider approving:

1. A Task Order under an existing Master On-Call Professional Services Agreement with UltraSystems Environmental, Inc. to provide an environmental initial study for the Huntington Drive Regional Green Street Stormwater Project in the amount of \$86,298.00, inclusive of \$82,188.80 in fees and a 5% contingency of \$4,109.20; and
2. A Task Order under an existing Master On-Call Professional Services Agreement with Ninyo & Moore to provide geotechnical evaluation for the Huntington Drive Regional Green Street Stormwater Project in the amount of \$116,952.00, inclusive of \$113,545.00 in fees and a 3% contingency of \$3,407.00; and
3. A Task Order under an existing Master On-Call Professional Services Agreement with SEITec, Inc. to provide funding application support and a preliminary design report for the Huntington Drive Regional Green Street Stormwater Project in the amount of \$132,634.00, inclusive of \$126,318.14 in fees and a 5% contingency of \$6,315.86.

ACTION/DISCUSSION

16. CONSIDERATION OF AUTHORIZING THE CITY’S PARTICIPATION IN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT’S REGIONAL APPLICATION FOR THE CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

Recommendation

It is recommended that the City Council:

1. Provide direction on the use of funds from the first round of the CalRecycle Senate Bill 1383 Local Assistance Grant Program; and
2. Authorize the City Manager to execute a Letter of Authorization to allow the San Gabriel Valley Council of Government to apply for the second round of the CalRecycle Senate Bill 1383 Local Assistance Grant Program on behalf of the City.

17. CONSIDER THE ACCEPTANCE OF THE TRANSFORMATIVE TRANSPORTATION STRATEGIES & MOBILITY SOLUTIONS PROGRAM OPPORTUNITY GRANT AWARD FROM THE SOUTH COAST AQMD IN THE AMOUNT OF \$499,789 FOR THE CITY ELECTRIFICATION PROJECT

Recommendation

It is recommended that the City Council consider authorizing the City Manager to accept the Transformative Transportation Strategies & Mobility Solutions Program Opportunity Grant Award from the South Coast Air Quality Management District (AQMD) as supported by the Mobile Source Air Pollution Reduction Review Committee MSRC) in the amount of \$499,789 and authorize the City Manager or designee to execute all necessary documents to accept the grant.

PUBLIC COMMENT – CONTINUED

18. 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

19. 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.

20. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

December 20, 2023	Regular Council Meeting (City Council Re-Organization)	7:00 P.M.
January 17, 2023	Regular City Council Meeting	7:00 P.M.

February 7, 2023 Regular City Council Meeting

7:00 P.M.

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11/30/2023

/S/

Date

Lucila Urzua, Deputy City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Hsiulee Tran, Deputy Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$12,749.20; General City Warrants in the Amount of \$814,491.08; Online Payments in the Amount of \$37,031.69; Voids in the Amount of (\$1,247.78); Payroll in the Amount of \$855,295.28**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 317899-317900	\$	12,749.20
ACH	\$	0
Voids	\$	0

General City Warrants:

Warrant # 317901-318060	\$	548,164.52
ACH	\$	266,326.56
Voids	\$	(1,247.78)

Payroll Period Ending: 11/10/2023 \$ 844,969.79

Payroll Period Ending: 11/14/2023 \$ 1,687.12

Payroll Period Ending: 11/15/2023 \$ 8,638.37

Wire Transfers Out – To (LAIF) \$ 0

Wire Transfers In – From (LAIF) \$ 0

Wire Transfers (RSA) \$ 0

Wire Transfers Out – To (Acct # 2413) \$ 0

Wire Transfers Out – To (Acct # 1936) \$ 0

Online Payments \$ 37,031.69

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total \$ 1,718,319.47

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
December 6, 2023
Page 3 of 3

Attachments:

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

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ATTACHMENT 1
Warrant Summary

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

Fund No.	Date	12/6/2023 Amounts	
		Prepaid	Written
101	2,067.18		561,890.27
103	-		4,124.68
104	-		-
106	-		-
105	10,682.02		-
107	-		-
205	-		2,378.11
206	-		8,900.64
207	-		-
208	-		-
210	-		16,680.00
211	-		-
213	-		-
214	-		-
215	-		32,066.98
217	-		-
218	-		-
220	-		4,500.00
223	-		-
226	-		-
228	-		-
230	-		13,346.15
232	-		3,384.72
233	-		-
236	-		3,966.07
237	-		-
238	-		-
239	-		-
241	-		-
242	-		-
245	-		-
248	-		-
249	-		-
255	-		1,066.00
260	-		-
270	-		-
272	-		-
274	-		-
275	-		3,060.00
276	-		-
277	-		-
295	-		-
310	-		-
400	-		48,250.00
500	-		72,871.39
503	-		4,152.54
505	-		-
506	-		-
510	-		-
550	-		-
700	-		33,853.53
			-
Column Totals:	12,749.20		814,491.08

Fund No.	Amounts	
	Prepaid	Written
227	-	-
RSA Report Totals:	-	-
City Report Totals:		827,240.28

Payroll Period Ending: 11/10/2023	844,969.79
Payroll Period Ending: 11/14/2023	1,687.12
Payroll Period Ending: 11/15/2023	8,638.37
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Online Payments	37,031.69
Voids - Prepaid	-
Voids - General Warrant	(1,247.78)

Grand Report Total: 1,718,319.47

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

ATTACHMENT 2
Prepaid Warrant List

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Accounts Payable

Check Detail

User: calvarez
Printed: 11/29/2023 - 5:07PM



Check Number	Check Date		Amount
ENTERPRI - Enterprise FM Trust			
317899	11/16/2023		
Inv	FBN4875367		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/04/2023	Monthly Tesla Lease Payment - November 2023		10,682.02
Inv FBN4875367 Total			10,682.02
317899 Total:			10,682.02
ENTERPRI - Enterprise FM Trust Total:			10,682.02
TKTFOODS - TKT Foods LLC			
317900	11/16/2023		
Inv	10272023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2023	Dinner for the State of the City.		2,067.18
Inv 10272023 Total			2,067.18
317900 Total:			2,067.18
TKTFOODS - TKT Foods LLC Total:			2,067.18
Total:			12,749.20

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ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: calvarez
 Printed: 11/30/2023 - 9:49AM



Check Number	Check Date	Amount
ACCOEG - ACCO Engineered Systems, Inc.		
317901	12/06/2023	
Inv 20475142		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Police Department Dispatch Office HVAC Repairs	2,868.18
Inv 20475142 Total		2,868.18
317901 Total:		2,868.18
ACCOEG - ACCO Engineered Systems, Inc. Total:		2,868.18
ADCCRTC - Advanced Critical Care		
317902	12/06/2023	
Inv 1580570		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Medical Services for K9	1,085.44
Inv 1580570 Total		1,085.44
317902 Total:		1,085.44
ADCCRTC - Advanced Critical Care Total:		1,085.44
AFECO - AFECO, Inc.		
317903	12/06/2023	
Inv 184805		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2023	SCBA Fit Test / Online Visit	235.00
Inv 184805 Total		235.00
Inv 184936		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2022	Fit Test / Online Visit	260.00
Inv 184936 Total		260.00
317903 Total:		495.00

Check Number	Check Date		Amount
AFECO - AFECO, Inc. Total:			495.00
AFLA7010 - AFLAC			
0	12/06/2023		
Inv	811613		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/28/2023	Employee Optional Insurance - October 2023		1,326.65
Inv 811613 Total			1,326.65
0 Total:			1,326.65
AFLA7010 - AFLAC Total:			1,326.65
AIR6010 - Airgas USA LLC			
0	12/06/2023		
Inv	9143238786		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/19/2023	Cylinder Oxygen Tank Cap and Pickup		153.19
Inv 9143238786 Total			153.19
0 Total:			153.19
AIR6010 - Airgas USA LLC Total:			153.19
AIRT5150 - Air-Tro, Inc.			
317904	12/06/2023		
Inv	438255		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/13/2023	Mayor's Conference Room HVAC Replacement		8,250.00
Inv 438255 Total			8,250.00
317904 Total:			8,250.00
AIRT5150 - Air-Tro, Inc. Total:			8,250.00
AKGSHFLP - Akin Gump Strauss Hauer & Feld LLP			
317905	12/06/2023		
Inv	2058723		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Caltrans Legal Services FY22-23		3,042.00
Inv 2058723 Total			3,042.00

Check Number	Check Date		Amount
Inv	2066042		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/27/2023	Caltrans Legal Services FY22-23		3,432.00
Inv 2066042 Total			3,432.00
Inv	2069376		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/10/2023	Caltrans Legal Services FY22-23		7,722.00
Inv 2069376 Total			7,722.00
317905 Total:			14,196.00
AKGSHFLP - Akin Gump Strauss Hauer & Feld LLP Total:			14,196.00
ALC4018 - Alco Target Company			
317906	12/06/2023		
Inv	11/2/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/02/2023	Range equipment		123.60
Inv 11/2/2023 Total			123.60
317906 Total:			123.60
ALC4018 - Alco Target Company Total:			123.60
ACMT2920 - All City Management Services, Inc.			
317907	12/06/2023		
Inv	88874		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Crossing Guard Services -October 15-28, 2023		12,663.40
Inv 88874 Total			12,663.40
317907 Total:			12,663.40
ACMT2920 - All City Management Services, Inc. Total:			12,663.40
AMDA6710 - Almeda, Jose L.			
317908	12/06/2023		
Inv	10/20/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/20/2023	Mileage Claim for PW Staff		17.29
Inv 10/20/2023 Total			17.29

Check Number	Check Date	Amount
317908 Total:		17.29
AMDA6710 - Almeda, Jose L. Total:		17.29
ESTALV - Alvarez, Esteban		
317909	12/06/2023	
Inv	EA-10/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Reimbursement for Conference Expense (Oct 2023)	91.37
Inv EA-10/2023 Total		91.37
Inv	EA-11/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2023	Reimbursement for Conference Expense (Oct 2023)	220.00
Inv EA-11/2023 Total		220.00
317909 Total:		311.37
ESTALV - Alvarez, Esteban Total:		311.37
AMAZONCP - Amazon Capital Services, Inc.		
0	12/06/2023	
Inv	13PH-DR6K-NG91	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Printer and Ink for Fire Department	518.08
Inv 13PH-DR6K-NG91 Total		518.08
Inv	17TD-D6GH-MJFQ	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Parking Pole Lights for Arroyo Field	2,006.54
Inv 17TD-D6GH-MJFQ Total		2,006.54
Inv	1F6N-FDCT-QTGL	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	PD lot gate openers	87.90
Inv 1F6N-FDCT-QTGL Total		87.90
Inv	1LRQ-973F-N7G1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Senior Center supplies	81.99
Inv 1LRQ-973F-N7G1 Total		81.99

Check Number	Check Date	Amount
Inv 1QJG-3JQY-7MNV		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	Public Works Commissioner Nameplate	14.32
Inv 1QJG-3JQY-7MNV Total		14.32
Inv 1QPD-M7X6-V6VQ		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2023	Telephone Equipment Supplies	77.64
Inv 1QPD-M7X6-V6VQ Total		77.64
Inv 1VHQ-L3YD-NTCN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	General Office Supplies for City Manager's Office	59.89
Inv 1VHQ-L3YD-NTCN Total		59.89
Inv 1YPC-G4MH-M1YT		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Town Hall Supplies	44.60
11/06/2023	Town Hall Supplies	42.38
Inv 1YPC-G4MH-M1YT Total		86.98
0 Total:		2,933.34
AMAZONCP - Amazon Capital Services, Inc. Total:		2,933.34
AMEMPRED - American Emergency Preparedness		
317910 12/06/2023		
Inv 1332		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Mastering The Do's and Don'ts Of CTO Training For Pa Pacheco	79.00
Inv 1332 Total		79.00
317910 Total:		79.00
AMEMPRED - American Emergency Preparedness Total:		79.00
AME0229 - Ameritas		
0 12/06/2023		
Inv November 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	EE Vision Plan Premiums - November 2023	3,322.08
Inv November 2023 Total		3,322.08

Check Number	Check Date	Amount
Inv	October 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	EE Vision Plan Premiums - October 2023	3,347.76
Inv October 2023 Total		3,347.76
0 Total:		6,669.84
AME0229 - Ameritas Total:		6,669.84
ERCARRYO - Arroyo, Eric Jason		
317911	12/06/2023	
Inv 3244		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Background investigations for employment - PA Applicant Davis	1,500.00
Inv 3244 Total		1,500.00
317911 Total:		1,500.00
ERCARRYO - Arroyo, Eric Jason Total:		1,500.00
AT&T5006 - AT&T		
317912	12/06/2023	
Inv 130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/17/2023	AN 130464796 Service for 10/18/23 - 11/17/23	90.24
Inv 130464796 Total		90.24
317912 Total:		90.24
317913	12/06/2023	
Inv 248134-61002105		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	AN 248 134-6100 210 5 Service for 11/1/23 - 11/30/23	37.64
Inv 248134-61002105 Total		37.64
317913 Total:		37.64
317914	12/06/2023	
Inv 000020727224		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	CLAPDSOPAS Service for 9/27/23 - 10/26/23	298.22
Inv 000020727224 Total		298.22

Check Number	Check Date	Amount
Inv 000020731889		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	BAN 9391036943 Service for 9/27/23 - 10/26/23	888.52
Inv 000020731889 Total		888.52
Inv 000020856528		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2023	BAN 9391062308 Service for 10/20/23 - 11/19/23	19,763.61
Inv 000020856528 Total		19,763.61
Inv 000020856854		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2023	BAN 9391081369 Service for 10/20/23 - 11/19/23	91.00
Inv 000020856854 Total		91.00
317914 Total:		21,041.35
ATCN9011 - AT&T Total:		21,169.23
CIN4011 - AT&T Mobility		
317915 12/06/2023		
Inv 287288006612x11		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2023	Consolidated Citywide Cell Phones Service 10/3/23 - 11/2/23	2,775.91
Inv 287288006612x11 Total		2,775.91
Inv 287312118886x11		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2023	Consolidated Citywide Cell Phones Service 10/3/23 - 11/2/23	2,521.51
Inv 287312118886x11 Total		2,521.51
317915 Total:		5,297.42
CIN4011 - AT&T Mobility Total:		5,297.42
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo		
0 12/06/2023		
Inv 697675		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Personnel Matters - October 2023	239.40
Inv 697675 Total		239.40

Check Number	Check Date	Amount
0 Total:		239.40
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:		239.40
BAK0369 - Baker & Taylor Books		
0	12/06/2023	
Inv	2037750336	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Books FY2023-24	512.66
Inv 2037750336 Total		512.66
Inv	2037753341	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Books FY2023-24	1,298.72
Inv 2037753341 Total		1,298.72
Inv	2037756074	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	Books FY2023-24	1,665.80
Inv 2037756074 Total		1,665.80
Inv	2037812881	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Books FY2023-24	508.96
Inv 2037812881 Total		508.96
Inv	2037830052	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Books FY2023-24	355.37
Inv 2037830052 Total		355.37
Inv	2037841922	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Books FY2023-24	110.18
Inv 2037841922 Total		110.18
Inv	2037845477	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	Books FY2023-24	552.21
Inv 2037845477 Total		552.21
Inv	2037857374	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
10/17/2023	Books FY2023-24	235.53
Inv 2037857374	Total	235.53
Inv 2037863176		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	Books FY2023-24	510.40
Inv 2037863176	Total	510.40
Inv 2037874794		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Books FY2023-24	225.83
Inv 2037874794	Total	225.83
0 Total:		5,975.66
BAK0369 - Baker & Taylor Books Total:		5,975.66
BAK0366 - Baker & Taylor Entertainment		
0	12/06/2023	
Inv H66625220		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	DVDs/CDs - FY 2023-24	156.06
Inv H66625220	Total	156.06
Inv H66645100		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	DVDs/CDs - FY 2023-24	116.51
Inv H66645100	Total	116.51
Inv H66647890		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	DVDs/CDs - FY 2023-24	33.42
Inv H66647890	Total	33.42
Inv H66675620		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	DVDs/CDs - FY 2023-24	88.44
Inv H66675620	Total	88.44
Inv H66684380		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	DVDs/CDs - FY 2023-24	75.99

Check Number	Check Date		Amount
Inv H66684380		Total	75.99
Inv	H66690560		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	DVDs/CDs - FY 2023-24		37.14
Inv H66690560		Total	37.14
Inv	H66703840		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/27/2023	DVDs/CDs - FY 2023-24		36.69
Inv H66703840		Total	36.69
0 Total:			544.25
BAK0366 - Baker & Taylor Entertainment Total:			544.25
BARALPW - Barrera, Alejandro			
317916	12/06/2023		
Inv	10/20/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/20/2023	Boot Reimbursement for PW Staff		250.00
Inv 10/20/23		Total	250.00
Inv	10/21/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/21/2023	Mileage Claim for PW Staff		24.24
Inv 10/21/23		Total	24.24
Inv	10/23/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Mileage Claim for PW Staff		24.24
Inv 10/23/23		Total	24.24
317916 Total:			298.48
BARALPW - Barrera, Alejandro Total:			298.48
BSHL6710 - Base Hill, Inc., dba Jan Point			
0	12/06/2023		
Inv	23857		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/25/2023	Monthly Janitorial Services October 2023 Services-Citywide		1,000.00
10/25/2023	Monthly Janitorial Services October 2023 Services-Citywide		900.00
10/25/2023	Monthly Janitorial Services October 2023 Services-Citywide		14,985.00

Check Number	Check Date	Amount
Inv 23857 Total		16,885.00
0 Total:		16,885.00
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		16,885.00
TMBI8020 - Binns, Tamara		
317917	12/06/2023	
Inv 124		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Employee Engagement	332.73
Inv 124 Total		332.73
317917 Total:		332.73
TMBI8020 - Binns, Tamara Total:		332.73
BLSP8010 - Blackstone Publishing		
0	12/06/2023	
Inv 2125832		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Books/DVDs/CDs	146.97
Inv 2125832 Total		146.97
0 Total:		146.97
BLSP8010 - Blackstone Publishing Total:		146.97
BMIE8264 - BMI		
317918	12/06/2023	
Inv 50507602		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Music Licensing	30.00
Inv 50507602 Total		30.00
317918 Total:		30.00
BMIE8264 - BMI Total:		30.00
TYBL7000 - Borrello, Tyler		
317919	12/06/2023	

Check Number	Check Date		Amount
Inv	09/11-09/15/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Basic Traff Collision Training Reimbursement OFCR Borrello		127.50
11/16/2023	Basic Traff Collision Training Reimbursement OFCR Borrello		343.92
Inv 09/11-09/15/23 Total			471.42
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317919 Total:			471.42
			<hr/>
TYBL7000 - Borrello, Tyler Total:			471.42
BRTHLF - BrightLife Designs, LLC			
317920	12/06/2023		
Inv	1445		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/05/2023	Installation & Removal of Holiday Decor for South Pasadena		4,500.00
09/05/2023	Installation & Removal of Holiday Decor for South Pasadena		20,000.00
Inv 1445 Total			24,500.00
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317920 Total:			24,500.00
			<hr/>
BRTHLF - BrightLife Designs, LLC Total:			24,500.00
DBAR3011 - Brink's Incorporated			
0	12/06/2023		
Inv	12451432		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Monthly (Nov 2023)		1,894.52
Inv 12451432 Total			1,894.52
Inv	6096851		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Excess Charges (Oct 2023)		19.37
Inv 6096851 Total			19.37
			<hr/>
0 Total:			1,913.89
			<hr/>
DBAR3011 - Brink's Incorporated Total:			1,913.89
BRMR8267 - BRIT West Soccer			
317921	12/06/2023		
Inv	BWS-Nov23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/20/2023	Contract Class Instructor - Brit West Soccer Nov 2023		1,834.30

Check Number	Check Date	Amount
Inv BWS-Nov23 Total		1,834.30
317921 Total:		1,834.30
BRMR8267 - BRIT West Soccer Total:		1,834.30
CAL5236 - CA Linen Services		
317922	12/06/2023	
Inv 2195889		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2023	Linen Cleaning Services - FY 2023-24	117.88
Inv 2195889 Total		117.88
Inv 2198594		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Linen Cleaning Services - FY 2023-24	117.88
Inv 2198594 Total		117.88
317922 Total:		235.76
CAL5236 - CA Linen Services Total:		235.76
CSD3014 - Ca. State Disbursement Unit		
317923	12/06/2023	
Inv PR 11.10.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	PR Batch 11102.11.2023 Garnishment Case # FAMSS-1406906.	903.69
Inv PR 11.10.2023 Total		903.69
317923 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69
CALCSTS - Cal Closet's Retail, Inc.		
317924	12/06/2023	
Inv 240595		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Storage Lockers for the Captains Office	7,690.00
Inv 240595 Total		7,690.00
317924 Total:		7,690.00

Check Number	Check Date		Amount
CALCSTS - Cal Closet's Retail, Inc. Total:			7,690.00
DACA4011 - Calderon, David			
317925	12/06/2023		
Inv	11/06/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Firearms PSP Training Course Reimbursement For OFCR Calderon		10.00
11/16/2023	Firearms PSP Training Course Reimbursement For OFCR Calderon		47.17
Inv 11/06/2023 Total			57.17
317925 Total:			57.17
DACA4011 - Calderon, David Total:			57.17
CAL6695 - California American Water			
317926	12/06/2023		
Inv	9/21/-10/19/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Wilson Well 2 Water Purchased Oct 23		23.97
Inv 9/21/-10/19/23 Total			23.97
317926 Total:			23.97
CAL6695 - California American Water Total:			23.97
CAASTOFR - California Association of Tactical Officers			
317927	12/06/2023		
Inv	23-47		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Critical Incident Leadership Course for Sgt Dubois		325.00
Inv 23-47 Total			325.00
317927 Total:			325.00
CAASTOFR - California Association of Tactical Officers Total:			325.00
CAMERPL - California Metro Patrol & EMS, Inc.			
317928	12/06/2023		
Inv	5022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/03/2023	Security Guard Concierge Services - Service for 10/23 - 11/3/23		3,288.80
Inv 5022 Total			3,288.80

Check Number	Check Date	Amount
317928 Total:		3,288.80
CAMERPL - California Metro Patrol & EMS, Inc. Total:		3,288.80
CFNSPR - California Newspapers Partnership		
0	12/06/2023	
Inv	0011628532	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Public Notices	402.45
Inv 0011628532 Total		402.45
Inv	0011628534	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Public Notices	580.40
Inv 0011628534 Total		580.40
Inv	0011628538	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Public Notices	473.39
Inv 0011628538 Total		473.39
Inv	0011628540	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Public Notices	485.27
Inv 0011628540 Total		485.27
Inv	0011628573	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	Public Notices - Amendent of Chapter 36 (Zoning)	14,584.80
Inv 0011628573 Total		14,584.80
Inv	0011630158	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Public Notices	314.74
Inv 0011630158 Total		314.74
0 Total:		16,841.05
CFNSPR - California Newspapers Partnership Total:		16,841.05
CAN0607 - Cantu Graphics Inc.		
317929	12/06/2023	

Check Number	Check Date	Amount
Inv 21908		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/17/2023	Additional report copies	252.20
Inv 21908 Total		252.20
Inv 219425		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Halloween Decorating Contest - Winner Yard Sign	36.33
Inv 219425 Total		36.33
Inv 21950		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Adopted budget printable	104.45
11/06/2023	Adopted budget printable	104.45
11/06/2023	Adopted budget printable	104.45
11/06/2023	Adopted budget printable	104.45
Inv 21950 Total		417.80
Inv 21964		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Business Cards - Bryan Martinez, HR Management Assistant	38.53
Inv 21964 Total		38.53
317929 Total:		744.86
CAN0607 - Cantu Graphics Inc. Total:		744.86
CARGRG - Carlson, Greg		
317930	12/06/2023	
Inv 133652		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Refund deposit for the reservation of WMB.	561.00
Inv 133652 Total		561.00
317930 Total:		561.00
CARGRG - Carlson, Greg Total:		561.00
CAV831 - Cavanaugh & Associates		
317931	12/06/2023	
Inv 01-08-2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Dui Seminar Training Course for Officer Gruenewald	620.00

Check Number	Check Date	Amount
Inv 01-08-2024 Total		620.00
317931 Total:		620.00
CAV831 - Cavenaugh & Associates Total:		620.00
ARMCHAP - Chaparyan, Armine		
317932	12/06/2023	
Inv	11/07/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Travel Reimbursement -Inspirational Women Forum and Leadership	44.92
Inv 11/07/2023 Total		44.92
Inv	11/07/23 - 2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Travel Reimbursement -Inspirational Women Forum and Leadership	48.93
Inv 11/07/23 - 2 Total		48.93
317932 Total:		93.85
ARMCHAP - Chaparyan, Armine Total:		93.85
TIM4011 - Charter Communications		
0	12/06/2023	
Inv	0029763102723	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	AN 8448 20 899 0029763 Service 10/16/23 - 11/15/23	326.38
Inv 0029763102723 Total		326.38
Inv	0052005102623	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	AN 8448 20 899 0052005 Service 10/11/23 - 11/10/23	3,290.27
Inv 0052005102623 Total		3,290.27
Inv	0070193110123	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	AN 8448 30 008 0070193 Service 11/01/23 - 11/30/23	83.95
Inv 0070193110123 Total		83.95
Inv	0251967102223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/22/2023	AN 8448 30 008 0251967 Service 10/22/23 - 11/21/23	254.11
Inv 0251967102223 Total		254.11

Inv 0355990110223

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	AN 8448 30 008 0355990 Service 11/02/23 - 12/01/23	652.28

Inv 0355990110223 Total 652.28

0 Total: 4,606.99

TIM4011 - Charter Communications Total: 4,606.99

CHE6010 - Chem Pro Laboratory, Inc.

317933 12/06/2023

Inv IN118833

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2023	Cooling Tower Tank Treatment	153.00

Inv IN118833 Total 153.00

Inv IN122088

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Cooling Tower Tank Treatment	153.00

Inv IN122088 Total 153.00

Inv IN125193

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Cooling Tower Tank Treatment	153.00

Inv IN125193 Total 153.00

Inv IN126416

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Cooling Tower Tank Treatment	1,027.25

Inv IN126416 Total 1,027.25

Inv IN131115

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Monthly Cleaning and Treatment of Cooling Tower Tank	153.00

Inv IN131115 Total 153.00

317933 Total: 1,639.25

CHE6010 - Chem Pro Laboratory, Inc. Total: 1,639.25

CITG4011 - CI Technologies, LLC

317934 12/06/2023

Check Number	Check Date	Amount
Inv 12227		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Annual Renewal of Internal Affairs and Standards Unit Software.	2,599.96
Inv 12227 Total		2,599.96
317934 Total:		2,599.96
CITG4011 - CI Technologies, LLC Total:		2,599.96
CINTAS - Cintas Corporation		
317935	12/06/2023	
Inv 5182025659		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	First Aid Cabinet & Monthly Servicing @ Community Services.	17.96
Inv 5182025659 Total		17.96
Inv 5182025689		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	First Aid Monthly Service	122.62
Inv 5182025689 Total		122.62
Inv 9241663528		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Public Works Eye Wash Station at Service Yard- September 2023	441.00
Inv 9241663528 Total		441.00
317935 Total:		581.58
CINTAS - Cintas Corporation Total:		581.58
CTYELCSP - City Electric Supply Company		
317936	12/06/2023	
Inv PDA/023139		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Electrical Supplies for New Staff (Electrician)	604.85
Inv PDA/023139 Total		604.85
317936 Total:		604.85
CTYELCSP - City Electric Supply Company Total:		604.85
ALPD4010 - City of Alhambra Police Department		

Check Number	Check Date	Amount
317937	12/06/2023	
Inv	SP 09/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Inmate housing for September 2023	1,978.00
Inv SP 09/2023 Total		1,978.00
317937 Total:		1,978.00
ALPD4010 - City of Alhambra Police Department Total:		1,978.00
SPMN3010 - City of South Pasadena		
317938	12/06/2023	
Inv	14044-11.01.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Utility bill statement for Dog Park - 08/28-10/23/23	528.26
Inv 14044-11.01.23 Total		528.26
Inv	19126-10.25.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Utility bill statement for Park Department - 08/21-10/16/23	492.43
Inv 19126-10.25.23 Total		492.43
Inv	19386-11.01.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Utility bill statement for Arroyo Park - 08/28-10/23/23	499.06
Inv 19386-11.01.23 Total		499.06
Inv	19387-12.01.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Utility bill statement for Arroyo Park - 08/28-10/23/23	493.16
Inv 19387-12.01.23 Total		493.16
317938 Total:		2,012.91
SPMN3010 - City of South Pasadena Total:		2,012.91
CVCPLUS - CivicPlus, LLC		
0	12/06/2023	
Inv	267273	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Annual Billing for CivicPlus Recreation Software for CSD	25,356.45
Inv 267273 Total		25,356.45

Check Number	Check Date	Amount
0 Total:		25,356.45
CVCPLUS - CivicPlus, LLC Total:		25,356.45
CHWP2010 - Colantuono,Highsmith & Whatley,PC		
0	12/06/2023	
Inv 58230		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2023	General Legal Services October 2023	707.49
Inv 58230 Total		707.49
0 Total:		707.49
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:		707.49
COP0708 - CopWare, Inc		
317939	12/06/2023	
Inv 86627		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Copware Site License for Legal Sourcebook Access 2024	965.00
Inv 86627 Total		965.00
317939 Total:		965.00
COP0708 - CopWare, Inc Total:		965.00
CORE6011 - CoreLogic Information Solutions, Inc.		
317940	12/06/2023	
Inv 82175651		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Public Record Information for Property and Ownership	300.00
Inv 82175651 Total		300.00
Inv 82179416		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Public Record Information for Property and Ownership	300.00
Inv 82179416 Total		300.00
Inv 82182612		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Public Record Information for Property and Ownership	300.00
Inv 82182612 Total		300.00

Check Number	Check Date	Amount
Inv 82184893		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Public Record Information for Property and Ownership	300.00
Inv 82184893 Total		300.00
317940 Total:		1,200.00
CORE6011 - CoreLogic Information Solutions, Inc. Total:		1,200.00
COR7788 - Cornforth, Robert Darren		
0	12/06/2023	
Inv TennisNov23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2023	Contract Class Instructor Payment Nov 2023	1,638.00
Inv TennisNov23 Total		1,638.00
0 Total:		1,638.00
COR7788 - Cornforth, Robert Darren Total:		1,638.00
CRDA1021 - Corodata Records Management		
0	12/06/2023	
Inv RS4956289		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Corodata Records Management Services - October 2023	481.65
Inv RS4956289 Total		481.65
0 Total:		481.65
CRDA1021 - Corodata Records Management Total:		481.65
CRSR2010 - Corodata Shredding Inc.		
0	12/06/2023	
Inv DN 1437449		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Shredding for Oxley St, Library, & Mission St - October 2023	144.56
Inv DN 1437449 Total		144.56
0 Total:		144.56
CRSR2010 - Corodata Shredding Inc. Total:		144.56

CPOA4010 - CPOA

317941 12/06/2023

Inv 404250

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Public Records Act Training Course for Clerk Brittin	250.00

Inv 404250 Total 250.00

317941 Total: 250.00

CPOA4010 - CPOA Total:

250.00

CPR0551 - CPRS District XIII

317942 12/06/2023

Inv CPRS D163 Event

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	CPRS Holiday Cheer Event Registration 7 participant registration	80.00
11/16/2023	CPRS Holiday Cheer Event Registration 7 participant registration	80.00
11/16/2023	CPRS Holiday Cheer Event Registration 7 participant registration	120.00

Inv CPRS D163 Event Total 280.00

317942 Total: 280.00

CPR0551 - CPRS District XIII Total:

280.00

MNBL8170 - Crestline Software, LLC

0 12/06/2023

Inv INV4579

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Monthly (Nov 2023)	26,763.20

Inv INV4579 Total 26,763.20

Inv INV4733

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2023	Lock Box (Oct 2023)	792.00
11/10/2023	Credit Card>Returns (October)	1,122.82

Inv INV4733 Total 1,914.82

Inv INV4793

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2023	Printing and Postage (Oct 2023)	2,727.74

Inv INV4793 Total 2,727.74

Check Number	Check Date	Amount
0 Total:		31,405.76
MNBL8170 - Crestline Software, LLC Total:		31,405.76
ATGC8530 - CU Technology		
0	12/06/2023	
Inv	10814	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Full Service IT Support Services - November 2023	24,050.00
Inv 10814 Total		24,050.00
0 Total:		24,050.00
ATGC8530 - CU Technology Total:		24,050.00
DSP0755 - D & S Printing		
317943	12/06/2023	
Inv	1101	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2023	Custom self-inking rubber stamps for permitting process	187.43
Inv 1101 Total		187.43
317943 Total:		187.43
DSP0755 - D & S Printing Total:		187.43
RDRKDVS - Davis, Roderick		
0	12/06/2023	
Inv	12092023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/21/2023	DJ for 2023 Breakfast With Santa	499.00
Inv 12092023 Total		499.00
0 Total:		499.00
RDRKDVS - Davis, Roderick Total:		499.00
DEL0771 - Delta Dental of California		
317944	12/06/2023	
Inv	BE005768987	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Employee Dental Premiums - November 2023	12,017.20

Check Number	Check Date		Amount
		Inv BE005768987 Total	12,017.20
			<hr/>
317944	Total:		12,017.20
			<hr/>
DEL0771 - Delta Dental of California Total:			12,017.20
DEL3011 - DELUXE			
317945	12/06/2023		
Inv	9003008699		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/07/2023	ZFORM Custom Checks Qty # 4000		846.80
Inv 9003008699	Total		846.80
			<hr/>
317945	Total:		846.80
			<hr/>
DEL3011 - DELUXE Total:			846.80
LEADMART - Demarest, Leah			
317946	12/06/2023		
Inv	12899		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Conference Reimbursement Expense - SCANPH		275.00
Inv 12899	Total		275.00
Inv	400953312		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Conference Reimbursement Expense - SCANPH		15.00
Inv 400953312	Total		15.00
			<hr/>
317946	Total:		290.00
			<hr/>
LEADMART - Demarest, Leah Total:			290.00
DIG0800 - Digital Telecommunications Corp			
0	12/06/2023		
Inv	49465		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Monthly Service Contract - November 2023		984.00
Inv 49465	Total		984.00
			<hr/>
0	Total:		984.00

Check Number	Check Date		Amount
DIG0800 - Digital Telecommunications Corp Total:			984.00
DTV5012 - DIRECTV			
317947	12/06/2023		
Inv	68653046X231029		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/28/2023	Emergency Operation Center Cable Services		23.81
Inv 68653046X231029 Total			23.81
317947 Total:			23.81
DTV5012 - DIRECTV Total:			23.81
DPL4011 - DPrep Inc.			
317948	12/06/2023		
Inv	8216538709		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	PAS Operation and Calibration Course For 3 Officers		477.00
Inv 8216538709 Total			477.00
Inv	8216657399		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Dui Planning and Mgmt. Course for Officer Kim 12/4/23		159.00
Inv 8216657399 Total			159.00
317948 Total:			636.00
DPL4011 - DPrep Inc. Total:			636.00
DDL8010 - Dr. Detail Ph.D LLC			
0	12/06/2023		
Inv	2946		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/02/2023	Wash, Clean & Santize DAR for October		230.00
Inv 2946 Total			230.00
Inv	2959		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/17/2023	11/3/23 Carpet cleaning		260.00
Inv 2959 Total			260.00
0 Total:			490.00

Check Number	Check Date	Amount
DDL8010 - Dr. Detail Ph.D LLC Total:		490.00
WILLDNBE - Dunable, William F.		
317949	12/06/2023	
Inv 112303		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/17/2023	Lidar repairs and certifications on 1 unit	190.00
Inv 112303 Total		190.00
317949 Total:		190.00
WILLDNBE - Dunable, William F. Total:		190.00
DUN1111 - Dunn, Daniel		
317950	12/06/2023	
Inv 10/30/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Reimbursement for Paramedic Renewal	250.00
Inv 10/30/23 Total		250.00
317950 Total:		250.00
DUN1111 - Dunn, Daniel Total:		250.00
EBS1007 - EBSCO - Accounts Receivable		
0	12/06/2023	
Inv 0521181		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Subscription of periodicals for Library - FY23-24	3,781.57
11/01/2023	Subscription of periodicals for Library - FY23-24	728.89
Inv 0521181 Total		4,510.46
Inv 2301422		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/13/2022	EBSCO Credit	-21.92
Inv 2301422 Total		-21.92
Inv 2400134		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/13/2023	EBSCO Credit	-11.04
Inv 2400134 Total		-11.04

Check Number	Check Date	Amount
Inv 2400865		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/13/2023	Subscription of periodicals for Library - FY23-24	45.71
Inv 2400865 Total		45.71
0 Total:		4,523.21
EBS1007 - EBSCO - Accounts Receivable Total:		4,523.21
AUTOCSPC - Echeveria, Jose		
317951	12/06/2023	
Inv 10398		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2023	Street Division Vehicle Maintenance	1,806.43
Inv 10398 Total		1,806.43
317951 Total:		1,806.43
AUTOCSPC - Echeveria, Jose Total:		1,806.43
ELSR TIRE - El Sereno Tire Shop		
317952	12/06/2023	
Inv 1927		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Tire Replacement / Tire Repair Services for Dial-A-Ride.	32.94
Inv 1927 Total		32.94
317952 Total:		32.94
ELSR TIRE - El Sereno Tire Shop Total:		32.94
EDGHITI - Engineering Consulting Services, Inc.		
317953	12/06/2023	
Inv 4		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Public Works Project Management Assistance Oct 1-Oct31-2023	2,730.00
Inv 4 Total		2,730.00
317953 Total:		2,730.00
EDGHITI - Engineering Consulting Services, Inc. Total:		2,730.00

Check Number	Check Date		Amount
HERD8010 - Erdmann, Hollis			
0	12/06/2023		
Inv	000001103		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/15/2023	Baldwin Piano tuning		200.00
Inv 000001103 Total			200.00
0 Total:			200.00
HERD8010 - Erdmann, Hollis Total:			200.00
MHESKND - Eskandari, Mehdi			
317954	12/06/2023		
Inv	29418		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Reimburse Office Supply for Building Inspector		9.30
Inv 29418 Total			9.30
317954 Total:			9.30
MHESKND - Eskandari, Mehdi Total:			9.30
EURO6710 - Eurofins Eaton Analytical			
0	12/06/2023		
Inv	3800036040		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Laboratory testing and analysis of City's water system.Oct23		3,288.00
Inv 3800036040 Total			3,288.00
0 Total:			3,288.00
EURO6710 - Eurofins Eaton Analytical Total:			3,288.00
FED1109 - FedEx			
317955	12/06/2023		
Inv	8-314-14518		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/10/2023	Shipment for background investigator		14.20
Inv 8-314-14518 Total			14.20
Inv	9-661-96981		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/03/2023	Fee on shipment		2.06

Check Number	Check Date		Amount
Inv 9-661-96981	Total		2.06
			<hr/>
317955	Total:		16.26
			<hr/>
FED1109	- FedEx Total:		16.26
FOO7777 - Foothill Lock & Key			
317956	12/06/2023		
Inv	505063-06		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/27/2023	Parks Unit # 636. Re-Key Utility Boxes on Service Body		147.42
Inv 505063-06	Total		147.42
Inv	6230		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2023	Parks Unit Gate Repairs for Public Works Storage Yard		650.00
Inv 6230	Total		650.00
			<hr/>
317956	Total:		797.42
			<hr/>
FOO7777	- Foothill Lock & Key Total:		797.42
COSU8011 - Frances Orton, COSUGI Membership & Web Coordinator			
317957	12/06/2023		
Inv	2024 Membership		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/03/2023	COSUGI (SirsiDynix ILS Users Group) membership 1/1/24-12/31/2		150.00
Inv 2024 Membership	Total		150.00
			<hr/>
317957	Total:		150.00
			<hr/>
COSU8011	- Frances Orton, COSUGI Membership & Web Coordinator Total:		150.00
SCFT0000 - Franchise Tax Board			
317958	12/06/2023		
Inv	PR 11.10.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/08/2023	PR Batch 11102.11.2023 Garnishment Case # 568717589		134.98
Inv PR 11.10.2023	Total		134.98
			<hr/>
317958	Total:		134.98

Check Number	Check Date	Amount
SCFT0000 - Franchise Tax Board Total:		134.98
FRE5011 - Freddie Mac's Inc		
317959	12/06/2023	
Inv 354562		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/07/2023	Tow Service for Streets Division-Unit #364	250.00
Inv 354562 Total		250.00
317959 Total:		250.00
FRE5011 - Freddie Mac's Inc Total:		250.00
FUNEXPRS - Fun Express, LLC		
317960	12/06/2023	
Inv 72789718301		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Breakfast with Santa Event Supplies and Decorations	286.20
Inv 72789718301 Total		286.20
317960 Total:		286.20
FUNEXPRS - Fun Express, LLC Total:		286.20
GALL5011 - Galls, LLC		
317961	12/06/2023	
Inv 025907560		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/17/2023	Tactical uniform TDUs for Godoy	145.50
Inv 025907560 Total		145.50
317961 Total:		145.50
GALL5011 - Galls, LLC Total:		145.50
RYAN - Garcia, Ryan		
317962	12/06/2023	
Inv 11/9/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2023	Mileage Claim for PW Staff	13.36
Inv 11/9/2023 Total		13.36

Check Number	Check Date	Amount
317962 Total:		13.36
RYAN - Garcia, Ryan Total:		13.36
GAR5011 - Garvey Equipment Co		
317963	12/06/2023	
Inv 156786		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Purchase of Auger for Parks Department	825.54
Inv 156786 Total		825.54
Inv 157059		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Purchase of Electrical Lawn Equipment	556.76
11/01/2023	Purchase of Electrical Lawn Equipment	3,316.32
Inv 157059 Total		3,873.08
317963 Total:		4,698.62
GAR5011 - Garvey Equipment Co Total:		4,698.62
AMGBS - Gibbs, Aimee		
317964	12/06/2023	
Inv 00036317		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/05/2023	Reimbursement for Town Hall Event Supplies	19.81
Inv 00036317 Total		19.81
317964 Total:		19.81
AMGBS - Gibbs, Aimee Total:		19.81
GRA6601 - Grainger		
317965	12/06/2023	
Inv 9833978407		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Hydration Pack for meter reading staff	230.75
Inv 9833978407 Total		230.75
317965 Total:		230.75
GRA6601 - Grainger Total:		230.75

GRE4011 - Gramajo, Ederson

317966 12/06/2023

Inv 10/24/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Enhanced Drug Id Training Course Reimbursement for OFCR Gram	33.98

Inv 10/24/2023 Total 33.98

Inv 11/06/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Firearms PSP Training Course Reimbursement For OFCR Gramajo	49.95

Inv 11/06/2023 Total 49.95

Inv 11/08/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Report Writing Training Course Reimbursement for OFCR Gramajo	9.00
11/16/2023	Report Writing Training Course Reimbursement for OFCR Gramajo	95.90

Inv 11/08/2023 Total 104.90

317966 Total: 188.83

GRE4011 - Gramajo, Ederson Total: 188.83

CRSGRUND - Gruenewald, Christopher

317967 12/06/2023

Inv 11/08/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Report Writing Training Course Reimbursement for OFCR. Gruenewal	95.90
11/16/2023	Report Writing Training Course Reimbursement for OFCR. Gruenewal	9.00

Inv 11/08/2023 Total 104.90

317967 Total: 104.90

CRSGRUND - Gruenewald, Christopher Total: 104.90

GUNCNTRE - Gunner Concrete

317968 12/06/2023

Inv O-0012227

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	Remove/ Replace concrete 1100 Block Maple Street	1,238.37

Inv O-0012227 Total 1,238.37

Inv O-0012383

<u>Line Item Date</u>	<u>Line Item Description</u>
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Check Number	Check Date		Amount
10/24/2023		Place new concrete for curb and gutter repairs	1,048.71
Inv O-0012383		Total	1,048.71
317968 Total:			2,287.08
GUNCNTRE - Gunner Concrete Total:			2,287.08
CRHY8067 - Hartney, Corey			
0	12/06/2023		
Inv		BKTSNOV23	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/20/2023		Contract Class Instructor Payment Basket Ball Nov 23	1,196.00
Inv BKTSNOV23		Total	1,196.00
0 Total:			1,196.00
CRHY8067 - Hartney, Corey Total:			1,196.00
HDLC3011 - HdL Coren & Cone			
317969	12/06/2023		
Inv		SIN033005	
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/21/2026		Contract Services Property Tax - (Dec 2023)	3,424.72
Inv SIN033005		Total	3,424.72
317969 Total:			3,424.72
HDLC3011 - HdL Coren & Cone Total:			3,424.72
RIHZ6601 - Hernandez, Ricardo			
317970	12/06/2023		
Inv	11/9/2023		
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/09/2023		Mileage Claim for PW Staff	21.79
Inv 11/9/2023		Total	21.79
317970 Total:			21.79
RIHZ6601 - Hernandez, Ricardo Total:			21.79
ADHA6116 - Herrera, Adam			
317971	12/06/2023		

Check Number	Check Date		Amount
Inv	10/26/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Mileage Claim for PW Staff		26.86
Inv 10/26/2023 Total			26.86
317971 Total:			26.86
ADHA6116 - Herrera, Adam Total:			26.86
THEPRK - Highland Products Group, LLC			
0	12/06/2023		
Inv	310033497		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Memorial Bench for Shires Family.		2,163.12
Inv 310033497 Total			2,163.12
0 Total:			2,163.12
THEPRK - Highland Products Group, LLC Total:			2,163.12
HOMCOMMU - Hom, Reagan			
317972	12/06/2023		
Inv	101623		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2023	Repair and replace repeater backup battery		1,339.81
Inv 101623 Total			1,339.81
317972 Total:			1,339.81
HOMCOMMU - Hom, Reagan Total:			1,339.81
ITCR2501 - Intercare Holdings Insurance Services			
0	12/06/2023		
Inv	76-010744		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Indemnity Annual Per Claim Fee - October 2023		4,124.68
Inv 76-010744 Total			4,124.68
0 Total:			4,124.68
ITCR2501 - Intercare Holdings Insurance Services Total:			4,124.68

Check Number	Check Date		Amount
INT6115 - Interstate Battery Systems of Eastern Los Angeles			
317973	12/06/2023		
Inv	1779260		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Replace old battery on Unit 17		265.44
Inv 1779260 Total			265.44
Inv	1779320		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Replace old battery on Unit 25		146.37
Inv 1779320 Total			146.37
317973 Total:			411.81
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:			411.81
JSAR4011 - Jack's Auto Repair			
317974	12/06/2023		
Inv	18730		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Oil change for parking enforcement vehicle		80.00
Inv 18730 Total			80.00
Inv	18739		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/08/2023	Unit #1121 Fuel pump replacement; brake light replacement		1,059.90
Inv 18739 Total			1,059.90
Inv	18755		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2023	Unit #198 Housing Fuel Door Replacement		431.69
Inv 18755 Total			431.69
317974 Total:			1,571.59
JSAR4011 - Jack's Auto Repair Total:			1,571.59
JCTCRP - JCtees.com Corporation			
317975	12/06/2023		
Inv	9166		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/03/2023	Polo Uniforms for Fire Personnel		1,979.82
Inv 9166 Total			1,979.82

317975 Total:		1,979.82
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JCTCRP - JCtees.com Corporation Total:		1,979.82
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JHMS8020 - JHM Supply

0 12/06/2023

Inv 331869/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/20/2023	Park Irrigation Supplies	102.49

Inv 331869/1 Total		102.49
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Inv 331876/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/20/2023	Park Irrigation Supplies	80.77

Inv 331876/1 Total		80.77
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Inv 332510/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/26/2023	Arroyo Park Irrigation Supplies	103.25

Inv 332510/1 Total		103.25
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Inv 333235/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/02/2023	Huntington Drive Median Irrigation Repair	288.07

Inv 333235/1 Total		288.07
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Inv 333332/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/03/2023	Huntington Drive Median Irrigation Repair	159.87

Inv 333332/1 Total		159.87
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Inv 333607/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/07/2023	Arroyo Park Marking Paint for USAs	15.34

Inv 333607/1 Total		15.34
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Inv 338348/1

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Marking flags for Arroyo South (AT&T Field Work)	11.71

Inv 338348/1 Total		11.71
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Check Number	Check Date	Amount
Inv 339446/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Irrigation Parts for Arroyo North Field	31.83
Inv 339446/1 Total		31.83
Inv 340191/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Arroyo Park Irrigation Supplies	452.55
Inv 340191/1 Total		452.55
Inv 340199/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Arroyo Park Irrigation Supplies(Sprinklers)	212.08
Inv 340199/1 Total		212.08
Inv 340201/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Arroyo Park Irrigation Supplies	457.87
Inv 340201/1 Total		457.87
Inv 340994/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Arroyo Park Irrigation Supplies	72.02
Inv 340994/1 Total		72.02
Inv 341245/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Library Park Irrigation Supplies	199.65
Inv 341245/1 Total		199.65
Inv 341406/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2023	Divider box for Irrigation Supplies	31.56
Inv 341406/1 Total		31.56
Inv 341407/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2023	Short Divider for Irrigation Stock Organization	3.46
Inv 341407/1 Total		3.46
Inv 341666/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Supplies for Water Distribution	73.74

Check Number	Check Date	Amount
Inv 341666/1 Total		73.74
Inv 342386/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2023	Park Supplies	362.58
Inv 342386/1 Total		362.58
Inv 342388/1 CREDIT		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2023	Credit for returned item (From Original Invoice 342386/1)	-55.55
Inv 342388/1 CREDIT Total		-55.55
0 Total:		2,603.29
JHMS8020 - JHM Supply Total:		2,603.29
KIBY6010 - Kirby Built		
317976	12/06/2023	
Inv INVKSA5264		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Memorial Bench at the Dog Park for Jim Maines.	1,297.93
Inv INVKSA5264 Total		1,297.93
317976 Total:		1,297.93
KIBY6010 - Kirby Built Total:		1,297.93
CUR7778 - L.N. Curtis & Sons		
317977	12/06/2023	
Inv INV758562		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Safety Firefighting Gear - PPE	1,677.82
Inv INV758562 Total		1,677.82
317977 Total:		1,677.82
CUR7778 - L.N. Curtis & Sons Total:		1,677.82
LABJ2011 - LA Business Journal		
317978	12/06/2023	
Inv 866-R		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
10/09/2023	Advertisement / Notice		5,750.00
Inv 866-R Total			5,750.00
317978 Total:			5,750.00
LABJ2011 - LA Business Journal Total:			5,750.00
LAN6401 - Landscape Structures Inc			
317979	12/06/2023		
Inv	INV-137474		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Playground Equipment Repair "L" Brackets		371.81
Inv INV-137474 Total			371.81
317979 Total:			371.81
LAN6401 - Landscape Structures Inc Total:			371.81
LAW6711 - Lawn Mower Corner			
317980	12/06/2023		
Inv	51221		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Equipment - preventive maintenance - concrete saw		180.59
Inv 51221 Total			180.59
317980 Total:			180.59
LAW6711 - Lawn Mower Corner Total:			180.59
DEBLWS - Lewis, Deborah			
317981	12/06/2023		
Inv	110223		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Notary Services for Po Applicant Litterini		50.00
Inv 110223 Total			50.00
317981 Total:			50.00
DEBLWS - Lewis, Deborah Total:			50.00
LXNX4010 - LexisNexis Claims Solutions Inc,			
317982	12/06/2023		

Check Number	Check Date		Amount
Inv	C10021520231031		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/07/2023	Annual License / Support Fee - 10/01/23-09/30/24		7,756.64
Inv C10021520231031 Total			7,756.64
317982 Total:			7,756.64
LXNX4010 - LexisNexis Claims Solutions Inc, Total:			7,756.64
LIFE822 - Life-Assist Inc.			
317983	12/06/2023		
Inv	1376172		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/30/2023	Annual Fire Medical Supplies - FY 2023-2024.		1,197.16
Inv 1376172 Total			1,197.16
Inv	1377988		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/06/2023	Annual Fire Medical Supplies - FY 2023-2024.		23.48
Inv 1377988 Total			23.48
Inv	1378430		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/07/2023	Annual Fire Medical Supplies - FY 2023-2024.		272.80
Inv 1378430 Total			272.80
317983 Total:			1,493.44
LIFE822 - Life-Assist Inc. Total:			1,493.44
LIMJEN - Lim, Jean			
317984	12/06/2023		
Inv	62204653		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/08/2023	Full refund for class cancellation due to low enrollment.		140.00
Inv 62204653 Total			140.00
317984 Total:			140.00
LIMJEN - Lim, Jean Total:			140.00
BLPN8267 - Lipson, Bob			

Check Number	Check Date		Amount
317985	12/06/2023		
Inv	12122023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2023	2023 Christmas Lucheon Music		500.00
Inv 12122023 Total			500.00
317985 Total:			500.00
BLPN8267 - Lipson, Bob Total:			500.00
LBBM4010 - Long Beach BMW Motorcycles			
317986	12/06/2023		
Inv	48020		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Rear tire replacement VIN 39604		406.66
Inv 48020 Total			406.66
317986 Total:			406.66
LBBM4010 - Long Beach BMW Motorcycles Total:			406.66
ELZL2920 - Lopez, Eliana			
317987	12/06/2023		
Inv	62567617		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/15/2023	Refund deposit for the reservation of WMB.		590.00
Inv 62567617 Total			590.00
317987 Total:			590.00
ELZL2920 - Lopez, Eliana Total:			590.00
LOU1111 - Louie, Spencer			
317988	12/06/2023		
Inv	11/06/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Firearms PSP Training Course Reimbursement for Sgt. Louie		39.17
Inv 11/06/2023 Total			39.17
317988 Total:			39.17
LOU1111 - Louie, Spencer Total:			39.17

Check Number	Check Date		Amount
MAC1529 - Macdonald, Douglas A.			
0	12/06/2023		
Inv	ScottCtryDanNOV		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/20/2023	Contract Class Instructor - Scottish Country Dancing		105.30
Inv ScottCtryDanNOV Total			105.30
0 Total:			105.30
MAC1529 - Macdonald, Douglas A. Total:			105.30
MAT5563 - Matt Chlor Inc			
317989	12/06/2023		
Inv	29289		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Chlorine Purchased for Wilson Reservoir		33.15
Inv 29289 Total			33.15
317989 Total:			33.15
MAT5563 - Matt Chlor Inc Total:			33.15
MAVDTASY - Maverick Data Systems			
317990	12/06/2023		
Inv	2301789		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2023	Installation/Implementation of VoIP Software Telephone System		40,000.00
Inv 2301789 Total			40,000.00
317990 Total:			40,000.00
MAVDTASY - Maverick Data Systems Total:			40,000.00
MCM2352 - McMaster Carr Supply Co			
317991	12/06/2023		
Inv	16859912		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Presonal Protective Equipment - Dust Particles/Vapor Odor Mask		147.98
Inv 16859912 Total			147.98
317991 Total:			147.98

Check Number	Check Date	Amount
MCM2352 - McMaster Carr Supply Co Total:		147.98
MEDWSTE - Med-Waste Systems, LLC		
317992	12/06/2023	
Inv 9359		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Disposal Of Regulated Medical Waste On 10/06/2023	120.00
Inv 9359 Total		120.00
317992 Total:		120.00
MEDWSTE - Med-Waste Systems, LLC Total:		120.00
MMA2011 - MMASC		
317993	12/06/2023	
Inv 8542		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2023	CS Supervisor Annual Membership	90.00
Inv 8542 Total		90.00
317993 Total:		90.00
MMA2011 - MMASC Total:		90.00
MSWCLTN - MSW Consultants, Inc.		
317994	12/06/2023	
Inv 732		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Professional Refuse and Waste Consulting Services - Presentation	3,135.00
Inv 732 Total		3,135.00
317994 Total:		3,135.00
MSWCLTN - MSW Consultants, Inc. Total:		3,135.00
HIRNADA - Nada, Hiroshi		
317995	12/06/2023	
Inv 51613		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Charter Bus Srv- Senior Excursion-Tanaka Farms	1,120.00
Inv 51613 Total		1,120.00

Check Number	Check Date	Amount
317995 Total:		1,120.00
HIRNADA - Nada, Hiroshi Total:		1,120.00
NAVCST - Navarro Construction		
317996	12/06/2023	
Inv 872-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Refund Growth Fees - Invoice 872	1,066.00
Inv 872-1 Total		1,066.00
Inv 872-2		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Refund Park Impact Fee - Invoice 872	3,060.00
Inv 872-2 Total		3,060.00
317996 Total:		4,126.00
NAVCST - Navarro Construction Total:		4,126.00
HCC8025 - Occupational Health Centers of California		
317997	12/06/2023	
Inv 15838149		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2023	Bundle Fee + Test (07/20/2022)	95.00
Inv 15838149 Total		95.00
317997 Total:		95.00
HCC8025 - Occupational Health Centers of California Total:		95.00
RADOLVA - Olivia, Radbill		
317998	12/06/2023	
Inv 62568202		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2023	Refund deposit for the reservation of GYH.	294.00
Inv 62568202 Total		294.00
317998 Total:		294.00
RADOLVA - Olivia, Radbill Total:		294.00

Check Number	Check Date		Amount
OLNP8010 - Outlook Newspapers Group			
317999	12/06/2023		
Inv	79035		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/25/2023	Public Notices		516.00
Inv 79035 Total			516.00
Inv	79113		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Public Notices		516.00
Inv 79113 Total			516.00
Inv	79265		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/06/2023	20 column-inch display ad(SP Review Sr. Lifestyle)		225.00
Inv 79265 Total			225.00
Inv	79380		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Public Notices		2,244.00
Inv 79380 Total			2,244.00
317999 Total:			3,501.00
OLNP8010 - Outlook Newspapers Group Total:			3,501.00

OVD8011 - OverDrive Inc.			
0	12/06/2023		
Inv	01148CO23396396		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/30/2023	eBooks / eAudiobooks for FY2023-24		249.96
Inv 01148CO23396396 Total			249.96
Inv	01148CO23407928		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/06/2023	eBooks / eAudiobooks for FY2023-24		2,070.83
Inv 01148CO23407928 Total			2,070.83
Inv	01148CO23409004		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/07/2023	eBooks / eAudiobooks for FY2023-24		229.00
Inv 01148CO23409004 Total			229.00

Check Number	Check Date	Amount
Inv 01148CO23409109		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	eBooks / eAudiobooks for FY2023-24	698.29
Inv 01148CO23409109 Total		698.29
Inv 01148CO23409132		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	eBooks / eAudiobooks for FY2023-24	858.95
Inv 01148CO23409132 Total		858.95
Inv 01148DA23410659		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	eBooks / eAudiobooks for FY2023-24	654.85
Inv 01148DA23410659 Total		654.85
0 Total:		4,761.88
OVDR8011 - OverDrive Inc. Total:		4,761.88
PPJH5011 - Papadakis, John		
318000 12/06/2023		
Inv 10/16-10/20-23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	Reimbursement for Training Event for K-9 Delta	1,345.21
Inv 10/16-10/20-23 Total		1,345.21
318000 Total:		1,345.21
PPJH5011 - Papadakis, John Total:		1,345.21
PMHE6116 - Pape Material Handling Exchange		
318001 12/06/2023		
Inv 63064136		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2023	Quarterly Maintenance for Forklift--John Deer Repairs	1,989.06
11/03/2023	Quarterly Maintenance for Forklift--John Deer Repairs	1,070.17
11/03/2023	Quarterly Maintenance for Forklift--John Deer Repairs	666.04
Inv 63064136 Total		3,725.27
318001 Total:		3,725.27
PMHE6116 - Pape Material Handling Exchange Total:		3,725.27

Check Number	Check Date		Amount
PRKA8267 - Parker-Anderson Enrichment			
318002	12/06/2023		
Inv	Anime01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/20/2023	Contract Class Instructor Payment Nov 2023		832.50
Inv Anime01 Total			832.50
318002 Total:			832.50
PRKA8267 - Parker-Anderson Enrichment Total:			832.50
PRCFCA - Parks Coffee California			
318003	12/06/2023		
Inv	80013309		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/02/2023	Senior Center Water Filter replacement		273.91
Inv 80013309 Total			273.91
318003 Total:			273.91
PRCFCA - Parks Coffee California Total:			273.91
PHS4011 - Pasadena Humane Society			
318004	12/06/2023		
Inv	NOV2023SoPas		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Animal Care and Control Services - November 2023		14,890.61
Inv NOV2023SoPas Total			14,890.61
318004 Total:			14,890.61
PHS4011 - Pasadena Humane Society Total:			14,890.61
PEHNA - Pearce, Hanna			
318005	12/06/2023		
Inv	133651		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2023	Refund of deposit paid for the reservation of WMB		561.00
Inv 133651 Total			561.00
318005 Total:			561.00

Check Number	Check Date		Amount
PEHNA - Pearce, Hanna Total:			561.00
STPHPINT - Pinto, Stephanie			
0	12/06/2023		
Inv	SP-10/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Conference Reimbursement		234.92
Inv SP-10/23 Total			234.92
Inv	SP-11/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/03/2023	Conference Reimbursement		78.57
Inv SP-11/23 Total			78.57
0 Total:			313.49
STPHPINT - Pinto, Stephanie Total:			313.49
POS5265 - Post Alarm Systems			
0	12/06/2023		
Inv	1636845		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/04/2023	Alarm Services for War Memorial Bldg.		59.76
11/04/2023	Alarm Services for War Memorial Bldg.		59.76
Inv 1636845 Total			119.52
0 Total:			119.52
POS5265 - Post Alarm Systems Total:			119.52
STYGLDN - Praxedes, Thomas			
318006	12/06/2023		
Inv	20231116-04		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2023	Remaining balance for Photo Booth For Breakfast with Santa		295.00
Inv 20231116-04 Total			295.00
318006 Total:			295.00
STYGLDN - Praxedes, Thomas Total:			295.00
PNZSTVN - Prinz, Steven			
318007	12/06/2023		

Check Number	Check Date		Amount
Inv	00421352		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2023	Refund Citation Sign Off Fee		18.54
Inv 00421352 Total			18.54
318007 Total:			18.54
PNZSTVN - Prinz, Steven Total:			18.54
PSOMAS - PSOMAS			
318008	12/06/2023		
Inv	202280		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/15/2023	General Plan & Downtown Specific Update		1,793.02
Inv 202280 Total			1,793.02
318008 Total:			1,793.02
PSOMAS - PSOMAS Total:			1,793.02
PUWA8020 - Pure Water			
0	12/06/2023		
Inv	204095		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Fire - Drinking Water November 2023		66.24
Inv 204095 Total			66.24
0 Total:			66.24
PUWA8020 - Pure Water Total:			66.24
QLTJTRTR - Quality Jet Rooter, Inc.			
318009	12/06/2023		
Inv	14971		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Excavated Work - Repair Sewer Lateral Piping		16,680.00
Inv 14971 Total			16,680.00
318009 Total:			16,680.00
QLTJTRTR - Quality Jet Rooter, Inc. Total:			16,680.00

Check Number	Check Date		Amount
QUESTICA - Questica Ltd.			
0	12/06/2023		
Inv	INV119065		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/30/2023	Questica Budget Software		12,313.00
10/30/2023	Questica Budget Software		12,312.00
Inv	INV119065 Total		24,625.00
0 Total:			24,625.00
QUESTICA - Questica Ltd. Total:			24,625.00
RGWA2980 - Rangwala, Kaizer			
318010	12/06/2023		
Inv	2306		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Consultant: Community Engagement, Urban Design & Urban Plann:		12,000.00
Inv	2306 Total		12,000.00
318010 Total:			12,000.00
RGWA2980 - Rangwala, Kaizer Total:			12,000.00
RWGN8160 - Richards, Watson & Gershon			
318011	12/06/2023		
Inv	243454		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Special Legal Services Through 06/30/2023		140.00
Inv	243454 Total		140.00
Inv	244117		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Special Legal Services Through 07/31/2023		24,780.00
Inv	244117 Total		24,780.00
Inv	244118		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Special Legal Services Through 07/31/2023		1,597.50
Inv	244118 Total		1,597.50
Inv	244470		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	General Legal Services October 2023		51,288.00

Check Number	Check Date	Amount
Inv 244470 Total		51,288.00
Inv 244473		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Special Legal Services Through 08/31/2023	26,621.11
Inv 244473 Total		26,621.11
Inv 244474		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Special Legal Services Through 08/31/2023	1,085.00
Inv 244474 Total		1,085.00
Inv 244475		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Special Legal Services Through 08/31/2023	18,866.50
Inv 244475 Total		18,866.50
Inv 244476		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Special Legal Services Through 08/31/2023	434.00
Inv 244476 Total		434.00
Inv 244477		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Special Legal Services Through 08/31/2023	1,530.00
Inv 244477 Total		1,530.00
318011 Total:		126,342.11
RWGN8160 - Richards, Watson & Gershon Total:		126,342.11
ROWI2011 - Right of Way Inc.		
318012	12/06/2023	
Inv 67243		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	On-Call Services for Traffic Control for K-Rails	3,966.07
Inv 67243 Total		3,966.07
Inv 67244		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	On-Call Services for Traffic Control for K-Rails.Nov23	1,382.00
Inv 67244 Total		1,382.00

Check Number	Check Date	Amount
318012 Total:		5,348.07
ROWI2011 - Right of Way Inc. Total:		5,348.07
RHCC7101 - Rio Hondo College		
318013	12/06/2023	
Inv	F23-65-ZSPS	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Physical Agility Test for PO Applicant Keshishyan 09/16/23	25.00
Inv F23-65-ZSPS Total		25.00
Inv	F23-98-ZSPS	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Driver Training for OFCR Gruenewald 10/30/23	25.00
Inv F23-98-ZSPS Total		25.00
318013 Total:		50.00
RHCC7101 - Rio Hondo College Total:		50.00
RIPU8540 - Roadline Products Inc. USA		
318014	12/06/2023	
Inv	19039	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2023	Maintenance Paint Truck System	3,938.34
Inv 19039 Total		3,938.34
318014 Total:		3,938.34
RIPU8540 - Roadline Products Inc. USA Total:		3,938.34
ACTM3010 - Robert Half International, Inc.		
0	12/06/2023	
Inv	0214807C	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2023	Professional Services - Temporary Staffing	8,900.64
Inv 0214807C Total		8,900.64
0 Total:		8,900.64
ACTM3010 - Robert Half International, Inc. Total:		8,900.64

Check Number	Check Date		Amount
ROB1111 - Robledo, Shannon			
318015	12/06/2023		
Inv	10871744		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2023	Reimbursement for IACP Conference Hotel		1,510.12
Inv 10871744 Total			1,510.12
318015 Total:			1,510.12
ROB1111 - Robledo, Shannon Total:			1,510.12
RTTKLLP - Rutan & Tucker, LLP			
318016	12/06/2023		
Inv	970075		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/08/2023	Holy Family Specific Plan Legal Services		1,050.00
Inv 970075 Total			1,050.00
Inv	975548		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/06/2023	Holy Family Specific Plan Legal Services		1,050.00
Inv 975548 Total			1,050.00
318016 Total:			2,100.00
RTTKLLP - Rutan & Tucker, LLP Total:			2,100.00
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000			
0	12/06/2023		
Inv	November 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/08/2023	PR Batch 11102.11.2023 SPPOA - Union Dues		3,589.10
11/08/2023	PR Batch 11102.11.2023 SPPOA Insurance		2,236.42
Inv November 2023 Total			5,825.52
0 Total:			5,825.52
SOU5435 - S.P. Police Officers Association Total:			5,825.52
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000			
0	12/06/2023		
Inv	November 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
11/08/2023	PR Batch 11102.11.2023 SPPSEA - Union Dues	1,470.00
Inv November 2023 Total		1,470.00
0 Total:		1,470.00
SOU5451 - S.P. Public Service Employees Association Total:		1,470.00
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	12/06/2023	
Inv	November 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	PR Batch 11102.11.2023 PART TIME ASSN. DUES / FEE	176.00
Inv November 2023 Total		176.00
0 Total:		176.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		176.00
SOU5230 - S.P.Firefighters L-3657		
0	12/06/2023	
Inv	November 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	PR Batch 11102.11.2023 FFA Fire Rec Fees	90.00
11/08/2023	PR Batch 11102.11.2023 Firefighters 3657 - Union	1,925.00
11/08/2023	PR Batch 11102.11.2023 Fire Assn. Insurance	177.42
Inv November 2023 Total		2,192.42
0 Total:		2,192.42
SOU5230 - S.P.Firefighters L-3657 Total:		2,192.42
SGB3223 - San Gabriel Basin Water Quality Authority		
318017	12/06/2023	
Inv	005004-IN	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	FY 23/24 Water Quality Authority Assessment Fee for ground water	21,406.20
Inv 005004-IN Total		21,406.20
318017 Total:		21,406.20
SGB3223 - San Gabriel Basin Water Quality Authority Total:		21,406.20

Check Number	Check Date		Amount
SGVM2010 - San Gabriel Valley CM Association			
318018	12/06/2023		
Inv	111523		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/08/2023	San Gabriel Valley City Managers' Assoc Meeting 11-15-2023		175.00
Inv 111523 Total			175.00
318018 Total:			175.00
SGVM2010 - San Gabriel Valley CM Association Total:			175.00
SGVMC111 - San Gabriel Valley Medical Center			
318019	12/06/2023		
Inv	912575		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2023	Blood alcohol withdrawal for Medical Record 912575		48.00
Inv 912575 Total			48.00
Inv	912576		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2023	Blood alcohol withdrawal for Medical Record 912576		48.00
Inv 912576 Total			48.00
Inv	913033		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2023	Blood alcohol withdrawal for Medical Record 913033		48.00
Inv 913033 Total			48.00
318019 Total:			144.00
SGVMC111 - San Gabriel Valley Medical Center Total:			144.00
SGVPCA00 - San Gabriel Valley Police Chief's Association			
318020	12/06/2023		
Inv	SGVPCA 23-24		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	SGVPCA 2023-2024 Dues		400.00
Inv SGVPCA 23-24 Total			400.00
318020 Total:			400.00
SGVPCA00 - San Gabriel Valley Police Chief's Association Total:			400.00

MICH4011 - Sanchez, Michael

318021 12/06/2023
 Inv 10/16-10/26/23

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Advanced Traffic Collision Invest. Course Reimbursement Sanchez	97.94
11/16/2023	Advanced Traffic Collision Invest. Course Reimbursement Sanchez	1,367.37
Inv 10/16-10/26/23 Total		1,465.31

318021 Total: 1,465.31

MICH4011 - Sanchez, Michael Total:

1,465.31

SSDV2018 - Sandoval, Sheila

0 12/06/2023
 Inv PR 11.10.2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	PR Batch 11102.11.2023 - Garnishment	115.70
11/08/2023	PR Batch 11102.11.2023 - Garnishment	956.03
Inv PR 11.10.2023 Total		1,071.73

0 Total: 1,071.73

SSDV2018 - Sandoval, Sheila Total:

1,071.73

ANISRGYS - Sargsyan, Ani

0 12/06/2023
 Inv AS-10/23

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Mileage Reimbursement	62.96
Inv AS-10/23 Total		62.96

0 Total: 62.96

ANISRGYS - Sargsyan, Ani Total:

62.96

SAVGTRN - Savage Training Group LLC

318022 12/06/2023
 Inv 2334

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Supervisor Seminar Course for PO Smith	474.00
Inv 2334 Total		474.00

Check Number	Check Date	Amount
318022 Total:		474.00
SAVGTRN - Savage Training Group LLC Total:		474.00
SAXE2013 - Saxe-Clifford PH.D, Susan		
318023	12/06/2023	
Inv	23-1106-3	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Psychological evaluation for CCW applicant	450.00
Inv 23-1106-3 Total		450.00
318023 Total:		450.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:		450.00
SCRBHLDG - ScribSoft Holdings, Inc.		
318024	12/06/2023	
Inv	PER00030693	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	CCW Fee Processing October 2023	84.00
Inv PER00030693 Total		84.00
318024 Total:		84.00
SCRBHLDG - ScribSoft Holdings, Inc. Total:		84.00
SDSI0107 - SDS Security Design Systems		
318025	12/06/2023	
Inv	243363	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Security System Services December 2023	65.18
Inv 243363 Total		65.18
Inv	243365	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Security System Services December 2023	113.00
Inv 243365 Total		113.00
Inv	243366	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Security System Services December 2023	55.00
Inv 243366 Total		55.00

Check Number	Check Date	Amount
318025 Total:		233.18
SDSI0107 - SDS Security Design Systems Total:		233.18
SHI5011 - Shift Calendars Inc		
318026	12/06/2023	
Inv 25203		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Fire Department Shift Calendars	187.38
Inv 25203 Total		187.38
318026 Total:		187.38
SHI5011 - Shift Calendars Inc Total:		187.38
THES8267 - Siegel, Theodore		
318027	12/06/2023	
Inv 12122023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2023	Presentation & screening for December-Miracle on the 34th Street	150.00
Inv 12122023 Total		150.00
318027 Total:		150.00
THES8267 - Siegel, Theodore Total:		150.00
SMARCHCT - SM Architects, Inc.		
318028	12/06/2023	
Inv PW1652		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/28/2023	Refund for 2 Replacement Trees	670.00
Inv PW1652 Total		670.00
318028 Total:		670.00
SMARCHCT - SM Architects, Inc. Total:		670.00
MHSM4011 - Smith, Michael		
318029	12/06/2023	
Inv 11/06-11/07/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Recruitment/Retention Training Course Reimbursement OFFCR Smith	143.16

Check Number	Check Date	Amount
Inv 11/06-11/07/23 Total		143.16
318029 Total:		143.16
MHSM4011 - Smith, Michael Total:		143.16
SOGA6501 - SoCalGAS		
318030	12/06/2023	
Inv 10/1/23-11/1/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CNG for City Vehicles (PW and Transit), 10/1/23-11/1/23 cycle	207.02
Inv 10/1/23-11/1/23 Total		207.02
318030 Total:		207.02
SOGA6501 - SoCalGAS Total:		207.02
SPEC5011 - Spectrum Gas Products		
318031	12/06/2023	
Inv 00599794		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	Fire - Annual Oxygen Supplies	1,423.00
Inv 00599794 Total		1,423.00
Inv 00848478		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Fire - Oxygen Supplies	54.00
Inv 00848478 Total		54.00
318031 Total:		1,477.00
SPEC5011 - Spectrum Gas Products Total:		1,477.00
DATA5000 - SPMR, LLC		
0	12/06/2023	
Inv SPMR3840		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2023	Phone License for meter reading	551.02
Inv SPMR3840 Total		551.02
0 Total:		551.02

Check Number	Check Date	Amount
DATA5000 - SPMR, LLC Total:		551.02
SPBK - Springbrook Holding Company, LLC		
0	12/06/2023	
Inv	NV-015144	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/21/2023	CivicPay Oct 2023	140.00
Inv NV-015144 Total		140.00
0 Total:		140.00
SPBK - Springbrook Holding Company, LLC Total:		140.00
SGMC2013 - St. George's Medical Clinic		
0	12/06/2023	
Inv	140080	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/13/2023	Pre-Employment and Physical Exams - December 2022	650.00
Inv 140080 Total		650.00
Inv	140238	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/28/2023	Pre-Employment and Physical Exams - December 2022	175.00
Inv 140238 Total		175.00
Inv	142639	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Pre-Employment and Physical Exams - September 2023	120.00
Inv 142639 Total		120.00
Inv	144154	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/06/2023	Pre-Employment and Physical Exams - September 2023	75.00
Inv 144154 Total		75.00
Inv	144165	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Pre-Employment and Physical Exams - September 2023	650.00
Inv 144165 Total		650.00
Inv	144305	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Pre-Employment and Physical Exams - September 2023	75.00

Check Number	Check Date	Amount
Inv 144305 Total		75.00
Inv 144320		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	Pre-Employment and Physical Exams - September 2023	175.00
Inv 144320 Total		175.00
Inv 144430		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Pre-Employment and Physical Exams - September 2023	175.00
Inv 144430 Total		175.00
Inv 144555		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Pre-Employment and Physical Exams - September 2023	175.00
Inv 144555 Total		175.00
0 Total:		2,270.00
SGMC2013 - St. George's Medical Clinic Total:		2,270.00
STA5219 - Staples Business Advantage		
0	12/06/2023	
Inv 3542980708		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	PD office supplies	596.41
Inv 3542980708 Total		596.41
Inv 3544303375		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	PD office supplies	74.04
Inv 3544303375 Total		74.04
Inv 3546217267		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	Public Works Department- Parks Division-toner and drum	167.01
Inv 3546217267 Total		167.01
Inv 3546217268		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	Public Works Department- Admin - New Management Assistant Chair	235.65
Inv 3546217268 Total		235.65

Check Number	Check Date	Amount
Inv 3546726344		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	Senior Center supplies	100.05
Inv 3546726344 Total		100.05
Inv 3546986208		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	PD office supplies	48.06
Inv 3546986208 Total		48.06
Inv 3546986209		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	PD office supplies	16.53
Inv 3546986209 Total		16.53
Inv 3547126138		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2023	Office Supplies CMO Office	101.71
Inv 3547126138 Total		101.71
Inv 3547267868		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/09/2023	Office Supplies Department	250.26
Inv 3547267868 Total		250.26
Inv 3547267869		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/09/2023	Public Works Department- Admin-PWC meeting Supplies	50.05
Inv 3547267869 Total		50.05
Inv 3547416340		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	PD office supplies	23.14
Inv 3547416340 Total		23.14
Inv 3547824290		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Public Works Office supplies	114.08
Inv 3547824290 Total		114.08
Inv 3547916328		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
09/26/2023	Public Works Office supplies	74.96
Inv 3547916328	Total	74.96
Inv 3548058353		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Public Works Office supplies	147.34
Inv 3548058353	Total	147.34
Inv 3548358915		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Public Works Office supplies	59.19
Inv 3548358915	Total	59.19
Inv 3548358916		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Public Works Office supplies	59.19
Inv 3548358916	Total	59.19
Inv 3548358917		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Public Works Office supplies	59.19
Inv 3548358917	Total	59.19
Inv 3549309257		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Public Works Admin Office supplies	52.89
Inv 3549309257	Total	52.89
Inv 3549442446		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	Public Works Office supplies- Desk Scanner	551.24
Inv 3549442446	Total	551.24
Inv 3549685496		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	DAR office supplies	138.44
Inv 3549685496	Total	138.44
Inv 3550446998		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	PD office supplies	119.72
Inv 3550446998	Total	119.72

Check Number	Check Date	Amount
Inv 3550810854		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	PD office supplies	38.12
Inv 3550810854 Total		38.12
Inv 3550810855		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	PD office supplies	346.06
Inv 3550810855 Total		346.06
Inv 3550888271		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	PD office supplies	625.98
Inv 3550888271 Total		625.98
Inv 3551599143		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Supplies for Town Hall	178.87
Inv 3551599143 Total		178.87
Inv 3551599144		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Supplies for Town Hall	131.94
Inv 3551599144 Total		131.94
Inv 3551791095		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Community Development Office Supplies	339.57
Inv 3551791095 Total		339.57
Inv 3552104923		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Fire Office Supplies	52.79
Inv 3552104923 Total		52.79
Inv 3552104924		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	Office Supplies for Department	750.14
11/07/2023	Meeting Supplies for City Council	85.32
Inv 3552104924 Total		835.46
Inv 3552104925		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
11/07/2023		PD office supplies	62.30
Inv 3552104925		Total	62.30
Inv		3552452263	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/06/2023		Meeting Supplies for City Council	46.49
Inv 3552452263		Total	46.49
Inv		3552452264	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/06/2023		Senior Center supplies	109.43
Inv 3552452264		Total	109.43
Inv		3552632723	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/15/2023		Office Supplies CMO Office	153.81
Inv 3552632723		Total	153.81
Inv		3552762204	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/17/2023		PD office supplies	69.98
Inv 3552762204		Total	69.98
Inv		3552762205	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/17/2023		PD office supplies	58.92
Inv 3552762205		Total	58.92
Inv		355287071	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/06/2023		Senior Center supplies	41.67
Inv 355287071		Total	41.67
0 Total:			6,130.54
STA5219 - Staples Business Advantage Total:			6,130.54
WILLCSTR - Statler, William C.			
318032	12/06/2023		
Inv		No. 1	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/20/2023		Financial Consulting Services	22,198.96

Check Number	Check Date	Amount
Inv No. 1 Total		22,198.96
318032 Total:		22,198.96
WILLCSTR - Statler, William C. Total:		22,198.96
STSM1020 - Studio Spectrum, Inc.		
0	12/06/2023	
Inv	192562	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Video Production and Streaming Services - October 2023	2,770.00
Inv 192562 Total		2,770.00
0 Total:		2,770.00
STSM1020 - Studio Spectrum, Inc. Total:		2,770.00
SUVA8022 - Sunset Vans Inc.		
318033	12/06/2023	
Inv	26232	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	60-day Ramp Inspection and Wheelchair Repairs for Dial-A-Ride.	150.00
Inv 26232 Total		150.00
Inv	26233	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/06/2023	60-day Ramp Inspection and Wheelchair Repairs for Dial-A-Ride.	90.00
Inv 26233 Total		90.00
318033 Total:		240.00
SUVA8022 - Sunset Vans Inc. Total:		240.00
TALGABCD - Tallon, Gabriel		
318034	12/06/2023	
Inv	10/31-11/02/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Reimburse gas mileage for G.Tallon CALACT Conference 2023	210.26
Inv 10/31-11/02/23 Total		210.26
318034 Total:		210.26

Check Number	Check Date		Amount
TALGABCD - Tallon, Gabriel Total:			210.26
TLRPROM - Taylor Promotional Products Inc.			
318035	12/06/2023		
Inv	7394994		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/27/2023	Reusable Utensils for Sustainability Division		994.28
Inv 7394994 Total			994.28
318035 Total:			994.28
TLRPROM - Taylor Promotional Products Inc. Total:			994.28
THBREZSC - The Breez Screen, LLC			
318036	12/06/2023		
Inv	1001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/10/2023	PD Privacy Screens		1,845.75
Inv 1001 Total			1,845.75
318036 Total:			1,845.75
THBREZSC - The Breez Screen, LLC Total:			1,845.75
HAFR7000 - The Hartford			
318037	12/06/2023		
Inv	085031642626		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	Employee Life Insurance Benefit - November 2023		1,012.50
Inv 085031642626 Total			1,012.50
Inv	085032738546		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Employee Life Insurance Benefit - October 2023		1,053.00
Inv 085032738546 Total			1,053.00
318037 Total:			2,065.50
HAFR7000 - The Hartford Total:			2,065.50
PTSP2011 - The Print Spot			
318038	12/06/2023		

Check Number	Check Date		Amount
Inv	7041		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Fremont/Fair Oaks/ Huntington Project Mailer		2,220.93
Inv 7041 Total			2,220.93
Inv	7262		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/16/2023	Sewer Rehab Project Mailer		997.76
Inv 7262 Total			997.76
318038 Total:			3,218.69
PTSP2011 - The Print Spot Total:			3,218.69
URBP8035 - The Urban Pet			
318039	12/06/2023		
Inv	220001284070		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/09/2023	Dog food for K9 "Zaggy".		159.98
Inv 220001284070 Total			159.98
318039 Total:			159.98
URBP8035 - The Urban Pet Total:			159.98
TMOB4010 - T-Mobile			
318040	12/06/2023		
Inv	988212311		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/21/2023	AN 988212311 Service for 9/21/23 - 10/20/23		79.30
Inv 988212311 Total			79.30
318040 Total:			79.30
TMOB4010 - T-Mobile Total:			79.30
TOM4455 - Tom's Men's Wear & Uniform's, Inc.			
318041	12/06/2023		
Inv	23521		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2023	Uniform pants for Cadet Zeng		109.09
Inv 23521 Total			109.09

Check Number	Check Date	Amount
318041 Total:		109.09
TOM4455 - Tom's Men's Wear & Uniform's, Inc. Total:		109.09
HSTRNH - Tran, Hsiulee		
318042	12/06/2023	
Inv	100923-HKT-1	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2023	Reimburse Mileage and Parking for CalPERS Forum.	47.36
Inv 100923-HKT-1 Total		47.36
Inv	100923-HKT-2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/09/2023	Reimburse Mileage and Parking for CalPERS Forum.	36.00
Inv 100923-HKT-2 Total		36.00
318042 Total:		83.36
HSTRNH - Tran, Hsiulee Total:		83.36
TRA5998 - Transtech Engineers, Inc.		
318043	12/06/2023	
Inv	20235334	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Building officials and plan check services - August 2023	34,848.67
Inv 20235334 Total		34,848.67
318043 Total:		34,848.67
TRA5998 - Transtech Engineers, Inc. Total:		34,848.67
UCL6115 - UCLA Cashing Department		
318044	12/06/2023	
Inv	3013-682	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Continuing Education, Certification, and Licensing for Fire	2,349.91
Inv 3013-682 Total		2,349.91
318044 Total:		2,349.91
UCL6115 - UCLA Cashing Department Total:		2,349.91

UND6710 - Underground Service Alert/SC

318045	12/06/2023	
Inv	1020230717	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Underground Service Alert Fee	137.75
Inv 1020230717 Total		137.75
Inv	23-241589	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Underground Service Alert Fee	57.68
Inv 23-241589 Total		57.68
318045 Total:		195.43

UND6710 - Underground Service Alert/SC Total:

195.43

UQMS8010 - Unique Management Services, Inc.

0	12/06/2023	
Inv	6118718	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Library Agency Recovery Services - FY2023-2024	302.90
Inv 6118718 Total		302.90
0 Total:		302.90

UQMS8010 - Unique Management Services, Inc. Total:

302.90

UPP7789 - Upper San Gabriel Valley MWD

318046	12/06/2023	
Inv	2/10-23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Water Purchased from MWD October 2023	88.33
Inv 2/10-23 Total		88.33
Inv	SoPas-11.8.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Co-funding for MWD water conservation rebates- October 2023	4,152.54
Inv SoPas-11.8.23 Total		4,152.54
318046 Total:		4,240.87

Check Number	Check Date	Amount
UPP7789 - Upper San Gabriel Valley MWD Total:		4,240.87
VALD4011 - Valdez, Catalina		
318047	12/06/2023	
Inv	11/6/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Firearms PSP Training Course Reimbursement for Det. Valdez	39.17
Inv 11/6/2023 Total		39.17
318047 Total:		39.17
VALD4011 - Valdez, Catalina Total:		39.17
VPSI407 - Valley Power Systems Inc.		
318048	12/06/2023	
Inv	I38954	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Fire Engine E81 - Routine Maintenance	2,912.77
Inv I38954 Total		2,912.77
318048 Total:		2,912.77
VPSI407 - Valley Power Systems Inc. Total:		2,912.77
VAR1111 - Vargas, Ruben		
318049	12/06/2023	
Inv	11/10/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2023	Mileage for PW Staff	17.69
Inv 11/10/2023 Total		17.69
318049 Total:		17.69
VAR1111 - Vargas, Ruben Total:		17.69
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency		
318050	12/06/2023	
Inv	5418622934	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2023	Medical services for K9	1,034.24
Inv 5418622934 Total		1,034.24

Check Number	Check Date		Amount
Inv	5418623298		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2023	Fire K9 Delta Preventative Care		654.61
Inv 5418623298 Total			654.61
318050 Total:			1,688.85
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency Total:			1,688.85
VERW6711 - Verizon Wireless			
318051	12/06/2023		
Inv	9947817810		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	AN 270619951-00004 Service for 9/27/23 - 10/26/2023		498.10
Inv 9947817810 Total			498.10
Inv	9948195633		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	AN 542443342-00001 Service fo10/2/23 - 11/1/2023		52.33
Inv 9948195633 Total			52.33
Inv	9948214253		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2023	AN 642443919-00001 Service for 10/02/23 - 11/01/2023		1,174.72
Inv 9948214253 Total			1,174.72
318051 Total:			1,725.15
VERW6711 - Verizon Wireless Total:			1,725.15
VTMS4011 - Vital Medical Services, LLC			
318052	12/06/2023		
Inv	4083		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	On-site blood alcohol withdrawals/med clearance DR-21008		313.00
Inv 4083 Total			313.00
Inv	4303		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	On-site blood alcohol draws/med clearance DR25953, DR 26217		652.00
Inv 4303 Total			652.00

Check Number	Check Date	Amount
318052 Total:		965.00
VTMS4011 - Vital Medical Services, LLC Total:		965.00
VUL6601 - Vulcan Materials Company		
0	12/06/2023	
Inv	73822747	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Emulsion liquid for Roadway Repairs	1,323.00
Inv 73822747 Total		1,323.00
Inv	73843009	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2023	Asphalt for road/ sidewalk repairs	3,048.40
Inv 73843009 Total		3,048.40
0 Total:		4,371.40
VUL6601 - Vulcan Materials Company Total:		4,371.40
WES4152 - West Coast Arborists, Inc.		
0	12/06/2023	
Inv	206744	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/15/2023	Citywide Urban Forestry-incl. Emerg. Clean up 10/1/23-10/15/23	21,820.00
Inv 206744 Total		21,820.00
Inv	206845	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Citywide Urban Forestry-incl. Arborist Bushnell Ave10/16-10/31/23	1,020.00
Inv 206845 Total		1,020.00
Inv	206846	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Citywide Urban Forestry- Planting & Removals 10/16-10/31/2023	510.00
10/31/2023	Citywide Urban Forestry- Planting & Removals 10/16-10/31/2023	1,125.00
Inv 206846 Total		1,635.00
Inv	206952	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Citywide Urban Forestry-Arb,Prunn.,Resp. Crew 10/16-10/31/2023	4,650.00
10/31/2023	Citywide Urban Forestry-Arb,Prunn.,Resp. Crew 10/16-10/31/2023	680.00
10/31/2023	Citywide Urban Forestry-Arb,Prunn.,Resp. Crew 10/16-10/31/2023	2,250.00

Check Number	Check Date	Amount
Inv 206952 Total		7,580.00
Inv 206953		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Citywide Urban Forestry Services - Park Maint.	4,860.00
Inv 206953 Total		4,860.00
0 Total:		36,915.00
WES4152 - West Coast Arborists, Inc. Total:		36,915.00
WLHD8020 - Westlake Hardware		
0	12/06/2023	
Inv 14303985		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Spare vehicle keys	16.50
Inv 14303985 Total		16.50
Inv 14304216		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Water Distribution Supplies	790.66
Inv 14304216 Total		790.66
Inv 14304225		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Wiper blades for distribution vehicle fleet	286.40
Inv 14304225 Total		286.40
0 Total:		1,093.56
WLHD8020 - Westlake Hardware Total:		1,093.56
MSSFNCE - Wick & Dennis Inc.		
318053	12/06/2023	
Inv 1023-19W		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	Fencing Repairs at Orange Grove Park - FY2023-24.	4,370.00
Inv 1023-19W Total		4,370.00
Inv 923-9W		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Fence repairs for Arroyo Slope fence-line due to fire	3,005.00
Inv 923-9W Total		3,005.00

318053 Total:	7,375.00
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MSSFNCE - Wick & Dennis Inc. Total:	7,375.00
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WON6410 - Wondries Toyota

318054 12/06/2023

Inv 1247005

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/28/2023	Vehicle Maintenance - Public Works & Community Development - FY2	150.61
11/28/2023	Vehicle Maintenance - Public Works & Community Development - FY2	1,299.08
11/28/2023	Vehicle Maintenance - Public Works & Community Development - FY2	560.00
11/28/2023	Vehicle Maintenance - Public Works & Community Development - FY2	641.83
11/28/2023	Vehicle Maintenance - Public Works & Community Development - FY2	186.67

Inv 1247005 Total	2,838.19
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Inv 1247006

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/28/2023	Vehicle Maintenance - Public Works & Community Development - FY2	2,762.20

Inv 1247006 Total	2,762.20
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318054 Total:	5,600.39
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WON6410 - Wondries Toyota Total:	5,600.39
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WON1111 - Wong, Daren

318055 12/06/2023

Inv 11/06/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Firearms PSP Training Course Reimbursement For OFCR. Wong	39.17

Inv 11/06/2023 Total	39.17
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318055 Total:	39.17
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WON1111 - Wong, Daren Total:	39.17
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XXRF5010 - Xerox Financial Services

318056 12/06/2023

Inv 4984386

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2023	Contract #010-0061587-004 - Service for 10/22/23 - 11/21/23	2,204.46

Inv 4984386 Total	2,204.46
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Check Number	Check Date	Amount
318056 Total:		2,204.46
XRXF5010 - Xerox Financial Services Total:		2,204.46
YTI1023 - Y Tire Performance LLC		
318057	12/06/2023	
Inv 36637		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2023	PD tire replacement unit 1909	311.38
Inv 36637 Total		311.38
Inv 36675		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2023	Replacement & programming of 2 tire pressure monitors unit 1909	252.30
Inv 36675 Total		252.30
318057 Total:		563.68
YTI1023 - Y Tire Performance LLC Total:		563.68
FRYN3012 - Yan, Frank		
318058	12/06/2023	
Inv 00420922		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Discount Amount for Senior Citizen Parking Permit	28.84
Inv 00420922 Total		28.84
318058 Total:		28.84
FRYN3012 - Yan, Frank Total:		28.84
PTZM4011 - Zamora, Patrick		
318059	12/06/2023	
Inv 09/25-09/28/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	194.86
Inv 09/25-09/28/23 Total		194.86
Inv 2034071		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	34.38
Inv 2034071 Total		34.38

Inv 2369071

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	41.39

Inv 2369071 Total 41.39

Inv 2440457

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	50.00

Inv 2440457 Total 50.00

Inv 9032447

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	20.00

Inv 9032447 Total 20.00

Inv 9052331

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	28.63

Inv 9052331 Total 28.63

Inv 9064560

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2023	Re-Issue Training Reimbursement	75.00

Inv 9064560 Total 75.00

318059 Total: 444.26

PTZM4011 - Zamora, Patrick Total: 444.26

ZAVA4011 - Zavala, Jeanette

318060 12/06/2023

Inv 11/6-11/7/23

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2023	Recruitment/Retention Training Course Reimbursement PA II Zavala	135.37

Inv 11/6-11/7/23 Total 135.37

318060 Total: 135.37

ZAVA4011 - Zavala, Jeanette Total: 135.37

Check Number **Check Date**

Amount

Total:	814,491.08
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ATTACHMENT 4

Online Payments

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City of
SOUTH PASADENA

Online Payment Log			
Date	Vendor	Amount	Description
11/13/2023	So Cal Edison	\$22,974.35	Online Payment for Electric Account #3859.
11/13/2023	So Cal Edison	\$14,057.34	Online Payment for Various SoCal Edison Accounts.
Total:		\$37,031.69	

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ATTACHMENT 5
Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 11/14/2023 - 4:33PM
 Batch: 00002.11.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: PTZM4011	Patrick Zamora									
Check No: 317897	Check Date: 11/15/2023									
	20.00	9032447	09/25/2023	Fuel reimbursement for training					No	0
101-4010-4011-8105-000	998.38	09/24-28/23	10/26/2023	Legal Update Training Reimbursemen					No	0
101-4010-4011-8200-000	34.38	2034071	10/25/2023	Fuel reimbursement for training					No	0
101-4010-4011-8105-000	50.00	2440457	09/28/2023	Fuel reimbursement for training					No	0
101-4010-4011-8105-000	41.39	2369071	09/25/2023	Fuel reimbursement for training					No	0
101-4010-4011-8105-000	75.00	9064560	09/26/2023	Fuel reimbursement for training					No	0
101-4010-4011-8105-000	28.63	9052331	09/27/2023	Fuel reimbursement for training					No	0
101-4010-4011-8105-000										
Check Total:	1,247.78									
Vendor Total:	1,247.78									
Report Total:	1,247.78									

ATTACHMENT 6
Payroll Summary

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Payroll

Payroll Summary Report



Payroll Date: 11/10/2023 Regular

Checks	\$	302.19
Direct Deposits	\$	536,648.86
IRS Payments	\$	109,568.83
EDD - State of CA	\$	34,771.38
PERS Pension	\$	135,138.45
Deferred Comp	\$	28,540.08
PERS Health	\$	-
Subtotal:	\$	844,969.79

Payroll Date: 11/14/2023 Off-Cycle

Checks	\$	-
Direct Deposits	\$	1,448.69
IRS Payments	\$	198.61
EDD - State of CA	\$	39.82
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	1,687.12

Payroll Date: 11/15/2023 Off-Cycle

Checks	\$	6,169.83
Direct Deposits	\$	-
IRS Payments	\$	1,839.78
EDD - State of CA	\$	628.76
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	8,638.37

Grand Total: \$ **855,295.28**

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City Council Agenda Report

ITEM NO. 7

DATE: December 6, 2023
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: John Downs, Interim Finance Director
Hsiulee Tran, Deputy Finance Director/Controller
SUBJECT: **Monthly Investment Reports for September 2023**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for September 2023.

Background

As required by law, a monthly investment report, which includes water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest, and securities with a maturity of more than 12 months at current market values.

The reports reflect all investments at the above-referenced date and conform to the California Government Code, Section 53600 et. seq., and the City Investment Policy adopted by Resolution No. 7635. A copy of the Resolution is available in the City Clerk's Office.

Analysis

As of September 30, 2023, yields are very similar to the prior month and remain at the higher end of a 10 year historic spectrum. The City's yields for its government and corporate bonds ranges from 4.10% to 5.87%, On a cost basis of \$61,579,248 (market value \$59,697,548) estimated annual income at the coupon rate is \$1,539,526. The bank-liquid cash account of \$12,975,703 held by the Local Agency Investment Fund (LAIF), at an interest rate of 3.534%, will earn an estimated annual income of \$458,561. This totals to \$1,998,087 in estimated annual interest income from all investments held.

The bonds held by the City will also earn income on bonds purchased at a discount and held through maturity or sold at a market value higher than when it was purchased. The yield-to-worst (YTW) rate indicates the potential annualized earnings from the coupon rate as well as the earning from the call or maturity gap from the discount when the bond was purchased. Thus, the best indicator of the bonds' performance is the YTW presented on the report for each bond held.

Monthly Investment Reports for September 2023

December 6, 2023

Page 2 of 2

The total bonds held shows a market value of \$74,554,951, indicating an unrealized loss of (\$1,881,700). Since the City typically holds its investments to maturity, full-face (par) value is received, and little to no realized loss of funds is expected.

The investments in bonds are managed by Morgan Stanley and Western Assets Management. Their expertise in the financial market helps the City maximize returns while complying to the City's investment policy. When the City updates the investment policy and gets approved by Council, it then gets forwarded to Morgan Stanley and Western Assets Management for compliance purposes.

The report reflects that the City complies with the reporting requirements of California Government Code Section 53646, whereby the agency must describe the investments made, indicate monies under the management of contracted parties, discuss compliance with local investment policy, and discuss whether the agency can meet its expenditure requirements for the next six months. Investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Key Performance Indicators and Strategic Plan

This item is in line with the Finance Department's Key Performance Indicator. The Monthly Investment Report is prepared in a timely manner.

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Commission Review and Recommendation

Item was reviewed by Finance Commission on November 8, 2023, signed by City Treasurer Tao, and approved for City Council's review.

Attachment:

1. City Investment Report for September 2023

ATTACHMENT 1
City Investment Reports for September 2023

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Exhibit A

**City of South Pasadena
INVESTMENT REPORT
September 30, 2023**

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD ¹	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	3.534%	17.40%	12,975,702.97	12,975,702.97
SUBTOTAL			17.40%	\$ 12,975,702.97	\$ 12,975,702.97
ZIONS BANK					
Money Market	See Exhibit B-1	4.990%	0.25%	185,358.86	185,358.86
Corporate Bonds	See Exhibit B-1	5.260%	23.82%	17,759,843.08	17,084,151.29
U.S. Obligations	See Exhibit B-1	4.561%	4.45%	3,320,002.30	3,260,075.52
U.S. Treasury Notes & Bonds	See Exhibit B-1	4.701%	52.25%	38,951,536.75	37,806,918.47
U.S. Obligations Variable	See Exhibit B-1	5.365%	1.83%	1,362,507.14	1,361,043.80
SUBTOTAL			82.60%	\$ 61,579,248.13	\$ 59,697,547.94
TOTAL INVESTMENTS			100.00%	\$ 74,554,951.10	\$ 72,673,250.91

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	\$ 4,845,434.85
BNY Mellon Uninvested Cash Balance ²	\$ 897,742.55

Footnotes:

¹ Yield on LAIF and Zions Money Market is based on Current Yield, Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio	<u>778</u> DAYS
Average weighted total yield of the portfolio	<u>4.631%</u>
Projected Expenditures for the next 6 months:	
Projected with Average of Year to Date Expense: \$	33,674,646 ***
Projected with FY 2024 Adopted Budget: \$	42,677,043 Using Adopted Budget FY 23-24 and divided by 2 for six month period

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

**Differences between projected average and projected adopted is due to unspent CIP funds

*** 12-month CPI (Los Angeles, Long Beach, Anaheim) rate from September 2023 was used.

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

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


 Zhen Tao, City Treasurer

11/8/23

Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
September 30, 2023

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW ¹
Money Market							
Fidelity Gov Port III FCGXX		185,358.86	N/A	N/A	185,358.86	185,358.86	4.990%
Subtotal Corporate Bonds		185,358.86			185,358.86	185,358.86	4.9900%
Corporate Bonds							
Truist Finl Corp	05531FBF9	594,000.00	3.750%	12/6/2023	610,589.30	591,010.49	5.870%
Blackrock Inc	09247XAL5	610,000.00	3.500%	3/18/2024	613,222.56	603,639.44	5.530%
MetLife Inc	59156RBH0	306,000.00	3.600%	4/10/2024	312,377.76	302,290.42	5.840%
Ace Ina Hldgs Inc	00440EAR8	605,000.00	3.350%	5/15/2024	588,857.55	595,748.27	5.790%
Texas Instruments Inc	882508BB9	609,000.00	2.625%	5/15/2024	612,441.68	597,576.80	5.620%
Paccar Financial Corp	69371RQ25	311,000.00	2.150%	8/15/2024	312,763.60	301,571.25	5.540%
United Parcel Svcs Inc	911312BT2	311,000.00	2.200%	9/1/2024	310,207.67	301,385.74	5.460%
Coca Cola Co	191216CL2	490,000.00	1.750%	9/6/2024	490,801.14	472,907.65	5.470%
PNC Finl Svcs Group Inc	693475AY1	610,000.00	2.200%	11/1/2024	612,034.86	585,390.93	5.830%
Pepsico Inc	713448EQ7	625,000.00	2.250%	3/19/2025	631,536.78	597,113.38	5.190%
Target Corp	87612EBL9	627,000.00	2.250%	4/15/2025	629,525.49	597,544.95	5.210%
US Bancorp	91159HHZ6	639,000.00	1.450%	5/12/2025	624,194.04	596,106.63	5.510%
JPMorgan Chase & Co	46625HMN7	1,079,000.00	3.900%	7/15/2025	1,122,222.21	1,045,017.04	5.510%
Bank Of America Corp	06051GFS3	763,000.00	3.875%	8/1/2025	799,212.58	739,148.89	5.370%
Home Depot Inc	437076BK7	614,000.00	3.350%	9/15/2025	639,396.93	590,655.86	5.160%
Bristol-Myers Squibb Co	110122DN5	654,000.00	0.750%	11/13/2025	603,877.50	594,424.86	5.080%
Disney Walt Co	254687FV	324,000.00	1.750%	1/13/2026	300,017.52	298,438.52	5.130% *
Prudential Finl Inc	74432QCH6	327,000.00	1.500%	3/10/2026	314,767.91	296,603.09	5.100%
Berkshire Hathaway	084670BS6	614,000.00	3.125%	3/15/2026	596,292.24	585,871.02	4.870%
Procter & Gamble Co	742718FP9	657,000.00	1.000%	4/23/2026	625,287.88	594,334.51	4.690%
Schwab Charles Corp	808513BR5	687,000.00	1.150%	5/13/2026	647,419.02	608,589.63	5.590%
Intel Corp	458140AU4	624,000.00	2.600%	5/19/2026	630,662.80	584,275.02	4.910%
Bank New York Mellon Corp	06406RBJ5	606,000.00	4.414%	7/24/2026	602,887.02	588,867.27	5.680%
Amazon Com Inc	023135CP9	453,000.00	4.550%	12/1/2027	456,647.28	443,737.25	4.670%
State Str Corp	857477BS1	660,000.00	2.203%	2/7/2028	597,187.00	589,374.09	5.170%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000.00	3.150%	2/15/2028	918,923.47	897,253.10	4.980%
Unitedhealth Group Inc Sr	91324PEP3	723,000.00	5.250%	2/15/2028	741,588.33	724,201.82	4.750%
John Deere Capital	24422EWW7	584,000.00	4.900%	3/3/2028	591,434.32	575,795.61	4.830%
General Dynamics Corp	369550BC	637,000.00	3.750%	5/15/2028	622,611.84	598,400.86	4.840%
John Deere Capital Corp	24422EXB0	595,000.00	4.950%	7/14/2028	600,854.80	586,876.90	4.880%
Subtotal Corporate Bonds		17,919,000.00			17,759,843.08	17,084,151.29	5.260%
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000.00	4.125%	3/13/2026	1,472,444.30	1,462,701.56	4.870%
Federal Home Loan Banks	3130AWC24	1,850,000.00	4.000%	6/9/2028	1,847,558.00	1,797,373.96	4.310%
Subtotal U.S. Obligations		3,340,000.00			3,320,002.30	3,260,075.52	4.561%
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	91282CDB4	3,509,000.00	0.625%	10/15/2024	3,405,490.32	3,339,992.31	5.320%
U.S. Treasury Notes	91282CGG0	3,043,000.00	4.125%	1/31/2025	3,017,049.85	2,996,404.06	5.160%
U.S. Treasury Notes	912828ZF0	3,229,000.00	0.500%	3/31/2025	3,111,614.59	3,009,781.19	5.080%
U.S. Treasury Notes	912828ZW3	2,937,000.00	0.250%	6/30/2025	2,784,524.00	2,699,286.56	4.940%
U.S. Treasury Notes	91282CAZ4	2,677,000.00	0.375%	11/30/2025	2,522,815.80	2,425,926.69	4.760%
U.S. Treasury Notes	91282CBH3	2,863,000.00	0.375%	1/31/2026	2,700,222.91	2,577,482.86	4.690%
U.S. Treasury Notes	91282CBT7	3,313,000.00	0.750%	3/31/2026	3,125,863.66	2,995,935.56	4.590%
U.S. Treasury Notes	91282CHB0	3,211,000.00	3.625%	5/15/2026	3,137,983.15	3,112,663.13	4.610%
U.S. Treasury Notes	91282CCW9	4,072,000.00	0.750%	8/31/2026	3,815,783.18	3,626,465.95	4.530%
U.S. Treasury Notes	91282CFM8	3,603,000.00	4.125%	9/30/2027	3,619,841.86	3,528,688.13	4.380%
U.S. Treasury Notes	91282CGH8	2,976,000.00	3.500%	1/31/2028	2,944,327.43	2,840,568.76	4.330%
U.S. Treasury Notes	91282CHA2	3,000,000.00	3.500%	4/30/2028	2,936,952.00	2,859,960.93	4.300%
U.S. Treasury Notes	91282CHQ	1,833,000.00	4.125%	7/31/2028	1,829,068.00	1,793,762.34	4.260%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW¹
Subtotal Treasury Notes & Bonds		40,266,000.00			38,951,536.75	37,806,918.47	4.701%
U.S. Obligations Variable							
U S Treasury Notes Adj Rt	91282CDE8	1,361,000	5.37%	10/31/2023	1,362,507.14	1,361,043.80	5.365%
Subtotal U.S. Obligations Variable		1,361,000.00			1,362,507.14	1,361,043.80	5.365%
Grand Total		63,071,358.86			61,579,248.13	59,697,547.94	4.731%

* Any new investments are italicized and marked with an asterisk to the right.

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost
Cisco Systems Inc	17275RBH4	237,000.00	2.200%	9/20/2023	235,410.30

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost
3M Co	88579YBB6	300,370.24	3.250%	2/14/2024	299,677.58

¹ YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
September 30, 2023**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
-----------------	--------	-----------------	-----------	-------------	--------------	-------------	---------------	------------------	----------------------

BNY Mellon Project Fund

1	Cash		732,189.83	0.000%	732,189.83	5.220%		1	
2	Morgan Stanley Treasury Portfolio		165,552.72	0.000%	165,552.72	5.220%		1	
Subtotal Cash & Cash Equivalents			897,742.55	0.000%	897,742.55	5.220%		1	
Total Project Fund			897,742.55	0.000%	897,742.55	5.220%		1	

Exhibit C

**September 30, 2023
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2022-23
JULY	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212
AUGUST	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527
SEPTEMBER	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251
OCTOBER	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	
NOVEMBER	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	
DECEMBER	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	
JANUARY	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	
FEBRUARY	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	
MARCH	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	
APRIL	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	
MAY	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	
JUNE	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	

BMO - Operating ending 3688	4,544,479.86	30-Sep
BMO - Workers Comp ending 1936	48,777.73	30-Sep
BMO - Gen Liab ending 2413	252,177.26	30-Sep
Total BMO (formerly Bank of the West)	<u><u>4,845,434.85</u></u>	

City of South Pasadena
 Projected Expenditures (Based off Prior Year Actuals)
 For September 2023 Investment Report
 Expenditures Six Months (Average of FY22-23 and projected 6 months)

Actual Expenditures			
	FY 2023-24		FY 2022-23
Jul 2023	6,962,537.03	Jul 2022	5,905,656.69
Aug 2023	2,984,020.03	Aug 2022	5,165,837.61
Sep 2023	4,879,131.52	Sep 2022	3,755,745.24
Oct 2023		Oct 2022	4,460,060.06
Nov 2023		Nov 2022	3,046,781.06
Dec 2023		Dec 2022	4,103,477.12
Jan 2024		Jan 2023	3,407,429.00
Feb 2024		Feb 2023	3,056,251.54
Mar 2024		Mar 2023	4,638,541.21
Apr 2024		Apr 2023	3,909,596.79
May 2024		May 2023	3,846,612.08
Jun 2024		Jun 2023	19,964,954.05
	<u>14,825,688.58</u>		<u>65,260,942.45</u>
Avg per month	4,941,896	Avg per month	5,438,412
6 month actual projected	29,651,377	6 month actual projected	32,630,471

Adopted Budget	
	FY 2023-24
Adopted Budget	85,354,086
Adopted 6 month	42,677,043

Difference between 6 month actual projected and 6 month adopted budget	
6 month Adopted Budget	42,677,043
6 month actual projected	33,674,646 *
	<u>9,002,397 **</u>

* 12-month CPI (Los Angeles, Long Beach, Anaheim) rate from September 2023 was used.
 **Differences between projected average and projected adopted is due to unspent CIP funds

**City of South Pasadena
Projected Expenditures (Adopted Budget)
For September 2023 Investment Report
Six Months (October 2022 - March 2023)**

Adopted Budget Expenditures

Total CITY & CRA Expenditures FY 2023-24 (page 26) 85,354,086

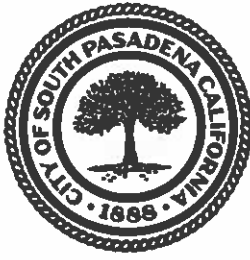
Total FY 2023-24 Budget Expenditures 85,354,086

Six Months Estimated Expenditures FY 2023-24 42,677,043

Included in the Adopted Budget Expenditures are \$16,518,071 of Capital Improvement Projects.

* 12-month CPI (Los Angeles, Long Beach, Anaheim) rate from September 2023 was used.

**Differences between projected average and projected adopted is due to unspent CIP funds



City Council Agenda Report

ITEM NO. 8

DATE: December 6, 2023
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: John Downs, Finance Director
Hsiulee Tran, Deputy Finance Director/Controller
SUBJECT: July 2023 – September 2023 Budget Update

Recommendation

Staff recommends that the City Council receive and file the July 2023 – September 2023 Budget Update Report

Executive Summary

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

Background

On June 21, 2023, the City Council adopted the Fiscal Year (FY) 2023-24 Operating and Capital Improvement Program (CIP) budgets. The FY 2023-24 budget is the City's financial operating plans that establishes the City's goals, budget priorities, and desired service levels for the fiscal year, as well as identifies the fiscal resources necessary to achieve them. The adopted budget was based on certain assumptions, which met expenditure and revenue projections.

To align with our Finance Department Operational Assessment and manage timely responses to changes in the City's financial position, a quarterly budget update report on the City's fiscal performance through September 2023 (July through September), comparing all general fund revenues and expenditures incurred during the FY 2023-24 to the same period in FY 2022-23 has been completed.

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

Discussion/Analysis

Revenue Report

Percentage of Fiscal Year Complete: 25% (3 of 12 months)

General Fund Revenue Summary 3 of 12 months 25% of Fiscal Year Complete					
Description	FY 2024 Budget	Jul-Sep 2023	Jul-Sep 2022	Difference	Projected Revenue
1 Property Taxes	19,700,384	-	-	-	19,700,384
2 Assessments & Special Taxes	375,150	-	-	-	375,150
3 Sales Taxes	6,478,033	470,312	463,234	7,077	6,007,721
4 Utility Users Taxes	4,352,462	478,446	731,938	(253,492)	3,874,016
5 Franchise Fees	1,271,478	207,493	185,061	22,432	1,063,985
6 Licenses & Permits	803,700	241,514	225,640	15,873	562,186
7 Fines, Forfeitures & Penalties	58,000	16,165	20,711	(4,546)	41,835
8 Use of Money & Property	1,345,014	100,459	89,721	10,738	1,244,555
9 Other Agencies	475,500	6,096	64,597	(58,501)	469,404
10 Charges for Current Services	4,141,020	1,028,751	1,238,357	(209,606)	3,112,269
11 All Other Revenues	79,108	48,293	9,705	38,588	30,815
12 Reimbursement From Other Funds	488,077	483,384	483,384	-	4,693
Total General Fund Revenues	39,567,926	3,080,911	3,512,349	(431,438)	36,487,015

Fund Type	FY 2024 Budget	Jul-Sep 2023	Jul-Sep 2022	Difference
General Fund	39,567,926	3,080,911	3,512,349	(431,438)
Internal Service	3,703,883	63,230	373,786	(310,556)
Special Revenue Funds	10,725,025	814,152	3,852,083	(3,037,931)
Enterprise Fund	23,418,342	4,439,735	4,262,374	177,361
Capital Projects Fund	16,706,691	-	-	-
Fiduciary Fund	58,560	-	(82,823)	82,823
Successor Agency	393,200	-	-	-
Grand Total	94,573,627	8,398,028	11,917,769	(3,519,741)

July 2023-September 2023 Revenue Performance

Overall, revenues for the City are down \$431k for the FY 2023-24 compared to FY 2022-23. Outlined below is a summary of the general fund revenue performance for the City's revenues by categories

Property Tax

For the FY 2023-24, the City's largest revenue, Property Tax, we start seeing revenues in December and April of each year. For the first quarter of FY 2023-24, no revenue has been received.

Sales Taxes

For the first quarter of FY 2023-24, we are seeing a slight increase in sales taxes from prior year. According to HdL, our sales tax consultant, steady household spending, despite historically low unemployment, has shielded the economy from recession, a

unique situation even as inflation exceeded Federal Reserve targets and interest rates and credit cards rose. In California, sales tax performance for fiscal year 2022-23 grew by 2.1%, but it lags far behind the double-digit growth seen during the pandemic recovery. Looking ahead, households face tight budgets, and various industries grapple with challenges like labor costs, inventory issues, and competition. Spending generating sales taxes is expected to dip slightly in fiscal year 2023-24, with limited expansion anticipated in the following year.

Utility Users Tax (UUT)

UUT revenues are seeing a significant decrease, down 34.63% (\$253,492) in FY 2023-24 from prior year. UUT revenues for electric, gas, cable, telephone, and water are all down.

Business License & Permits

Licenses and Permits are up by 7.03% (\$15,873) from prior year. There was a decrease in parking permits (\$12,339) and filming permits (\$17,942) due to the Writers and Actors strike, but we do project filming permits to pick back up again once negotiations are settled. Business licenses revenue had an increase of \$33,651 due to the City Staff working with HdL, our business license specialist, on bringing businesses into compliance. As more businesses comply, we expect the business licenses revenues to increase.

Fines, Forfeits, & Penalties

Fines, Forfeitures, and Penalties decreased by 21.95% (\$4,546) from last year. The biggest decrease is due to decrease in parking citations.

Use of Money & Property

Use of Money & Property includes rental of facilities and interest income. We saw an increase of 11.97% (\$10,738), mostly due to increase in rental of Stables and Library Community Room.

Charges for Current Services

Charges for Services decreased by 16.93% (\$209,606) compared to the same time frame from the prior year. Majority of the decrease are derived from Filming and Plan Check fees. In FY 22-23, we saw increases in plan check fees, and as those plans are approved, we will start to see decreases in plan checks and increases in building permits. We saw an increase of \$29,933 in building permits as compared to prior year. As for filming, we saw a decrease due to the strike during the first quarter. We hope that as negotiations are settled, the filming permits will pick up, therefore, requiring assistant from our Fire and Police Department. Charges for Services include various fees such as Plan Check Fees, Paramedic Fees, Filming, Planning Fees, Building Permits, Inspection and Recreation Fees. As we advance out of the Covid-era, the charges for current services revenue will continue to increase as the City is opening more programs and activities for the public. We expect to see this increase continue in FY 23-24.

Other Revenues

Other Taxes and Revenue increased by \$38,588 from last year. This increase is due to miscellaneous reimbursements, grants, and credit card transactions fees. In FY 23-24, we increased our credit card transaction fee to 3% as compared to 0.25% in prior year. This revenue helps us cover the increase cost in credit card transaction fees billed to us by the credit card vendors.

July-September 2023 General Fund Expenditure Performance by Department

The tables below is a summary of expenditures by department as of September 30, 2023.

General Fund Expenditure Summary 3 of 12 months 25% of Fiscal Year Complete					
Department	FY 2024 Budget	Jul-Sep 2023	Jul-Sep 2022	Difference	% Expended
1. City Council	118,902	17,950	4,803	13,147	15.10%
2. City Manager	1,747,786	433,683	641,807	(208,124)	24.81%
3. Management Services	2,936,547	497,768	351,212	146,556	16.95%
4. City Clerk	63,900	-	1,972	(1,972)	0.00%
5. Finance	3,589,917	499,204	657,590	(158,385)	13.91%
6. City Treasurer	9,239	2,310	2,310	-	25.00%
7. Police	11,510,345	3,321,197	3,569,587	(248,390)	28.85%
8. Fire	7,355,603	2,416,064	2,460,335	(44,271)	32.85%
9. Public Works	3,771,411	568,286	423,274	145,012	15.07%
10. Community Development	4,156,141	662,771	474,092	188,679	15.95%
11. Library	2,211,233	608,216	550,344	57,872	27.51%
12. Community Services	1,896,681	447,364	449,975	(2,611)	23.59%
Total General Fund Expenditures	39,367,705	9,474,813	9,587,301	(112,488)	24.07%

The City's expenditures for this period were \$112,488 lower than the previous year. Several departments demonstrated increased spending compared to the prior year, including City Council, Management Services, Public Works, Community Development, and Library.

City Council directed a direct contribution of \$12,000 to the South Pasadena Rose Float Association instead of routing the contribution through the Chamber of Commerce, as done in previous years. Management Services expanded their staff compared to the prior year, resulting in increased personnel costs. Public Works experienced an increase in expenditures due to the timing of invoice payments and personnel costs. The current year saw higher citywide landscape maintenance expenses due to increased costs associated with a new vendor. Previously, Public Works had engaged a vendor for many years without adjusting their rates. However, due to escalating costs, the vendor had to increase their rates, prompting the City to seek new rates from other vendors. Community Development's increased expenses were attributable to engaging consultants for Community Engagement in urban design, urban planning, and projects related to the general plan and downtown specific initiatives. Library's increase is due to personnel costs and increase costs in e-books, library cards, and CD/DVDs covers.

The table below shows the reconciliation from the adopted budget to the current budget. The changes are Council approved changes.

Total Adopted Budget Expenditures FY 23-24		39,147,992
<i>Updates:</i>		
	7/19/23 Item #24 Raftelis Financial	10,000
	7/19/23 Item #28 Crossing Guards	101,367
	8/16/23 Item #9 Akins Gump	53,000
	8/16/23 Item #14 Moffat Street	29,146
	9/18/23 Item #5 Rangwala Contract	26,200
	<i>Budget Adjustments</i>	219,713
Current Updated Budget		39,367,705

The Finance Department will continue to monitor spending, address unanticipated needs for the current year, and help ensure that departments are adhering to the approved budget.

Personnel Update

An update on personnel numbers and vacancies is provided as Attachment 2 for your review. This information will continue being updated and provided on a quarterly basis moving forward.

Fiscal Impact

In the fiscal year 2023-24, current year-to-date actual General Fund expenditures amount to \$9,474,813, surpassing current actual revenues of \$3,080,911 by \$6,393,902. It's important to consider that certain revenues and expenditures are not consistently received throughout the year. Revenue streams follow a cyclical pattern, whereas expenditures tend to occur more regularly on a monthly basis. Projections for the fiscal year end take into account the anticipated remaining revenue. The Finance team will continue to monitoring both revenues and expenditures and will furnish updated information as it becomes accessible.

Key Performance Indicators and Strategic Plan

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

Commission Review and Recommendation

This matter was discussed with the Finance Commission on November 29, 2023 Commission meeting prior to City Council meeting in December. This matter will be forwarded to the City Council thereafter.

July 2023 – September 2023 Budget Update
December 6, 2023
Page 6 of 6

Attachments:

1. Finance Department Performance Measures through September 2023
2. Personnel Vacancy Report through September 2023

ATTACHMENT 1

Finance Department Performance Measures through September 2023

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South Pasadena Finance Department			
PERFORMANCE MEASUREMENTS- November 29, 2023			
Measurement	Unit of Measure	Type of Indicator	Status
Accounting Management			
Complete Bank Reconciliations by 20th Day of Month	%	Effectiveness	Completed September 2023 and October 2023 in progress.
Cash Bank Deposit 1x or 2x Per Week	%	Effectiveness	Current
Electronic Bank Deposit Every Day	%	Effectiveness	Current
Unmodified or "Clean" Audit Opinion Obtained for CAFR	Yes/No	Effectiveness	Currently in progress
Number of Audit Findings	#	Efficiency	Reduction of findings from four to three
Award Received for ACFR Reporting Excellence	Yes/No	Effectiveness	Received GFOA award for June 30, 2022 Reporting
State Controller's Report Filed on timely basis (1/31)	Yes/No	Effectiveness	Current
Metro, Gas Tax Audits Completed on Schedule	Yes/No	Effectiveness	Currently in progress of MTA audit
Payroll tax quarterly reports timely filed for State (DE9/DE9C)/Federal (941)	%	Effectiveness	Current
Financial Reporting to Decision Makers			
Distribute Monthly GL Revenue/Expenditure Reports to depts. by 15th of month	%	Effectiveness	Monthly assignment
Present quarterly Financial Reports to City Council and Finance Commission	Yes/No	Effectiveness	Jul – Sept 2023 Quarterly Report presented Nov 29, 2023
Present Midyear Report to City Council in March	Yes/No	Effectiveness	Will present in Feb 2024
Include 5-Year General Fund Financial Projection in Midyear Report	Yes/No	Effectiveness	A consultant has been engaged and in progress of 5-year projection
Treasury Management			
Present City Treasurer's Monthly Investment Report to City Council every month	%	Effectiveness	Last presented Jul-Sep on Nov 29, 2023, will present Oct & Nov in Jan 2024
Present City's Investment Policy to City Council in November 2023	Yes/No	Effectiveness	Done and approved
Average Portfolio Par Balance	\$	Workload	Included in Investment Report
Variance Between City Portfolio and LAIF Book Rates of Return <i>City Higher or (City Lower)</i>	%	Effectiveness	Included in Investment Report
Budgetary Management			

Track Refunds of Insurance Claims	\$	Effectiveness	In Progress
Adopt Annual Budget in June	Yes/No	Efficiency	Adopted FY 23-24 June 21, 2023
Include 5-Year General Fund Financial Projection in Proposed and Adopted Annual Budget	Yes/No	Effectiveness	A consultant has been engaged and in progress of 5-year projection
Information Technology			
Complete Implementation of TCP Third-Party Electronic Timecard System by November 30, 2022	Narrative	Effectiveness	Pivoting to a new integrated software system. Currently testing out Employee Self Service Portal through Springbrook.
Attendance at Spring brook Annual Conference by 2 Department Employees Each Year	Yes/No	Efficiency	Planned and attended for 23-24
Contracts and Purchase Orders Management			
Electronic Encumbrances Established for All Contracts and Purchase Order Having Value Greater than current policy limit	Yes/No	Efficiency	Already implemented
Payroll Management			
Annual Covered Payroll *	\$	Workload	Stated in budget.
Distribute W2s per IRS guidelines	Yes/No	Effectiveness	Successfully completed in January 2023
Accounts Payable			
Complete Warrant Register With Inclusion of All Properly Prepared Payment Requests	%	Effectiveness	Bi-monthly task
Business Licensing			
Number of Licensing Accounts	#	Workload	In Progress
Percentage of Licensing Accounts Paid Electronically	%	Efficiency	In Progress
Utility Billing			
Number of Water Accounts	#	Workload	To be stated in budget
Percentage of Water Accounts Paid Electronically	%	Efficiency	In Progress

* = Detailed in Annual Budget

ATTACHMENT 2

Budget Authorized Positions vs. Filled Positions

Budget Authorized Positions vs. Filled Positions

As of September 30, 2023

Department	Budget Authorized Positions			Filled Positions			Number of Unfilled Positions	% of Positions Filled	% of Positions Unfilled
	Full Time	Part Time	Total	Full Time	Part Time	Total			
City Manager's Office	5	1	6	5	1	6	0	100.00%	0.00%
Community Development	13	0	13	12	0	12	1	92.31%	7.69%
Community Services	9	44	53	9	30	39	14	73.58%	26.42%
Finance	9	0	9	7	0	7	2	77.78%	22.22%
Fire	23	0	23	21	0	21	2	91.30%	8.70%
Library	10	32	42	9	27	36	6	85.71%	14.29%
Management Services	8	0	8	6	0	6	2	75.00%	25.00%
Police	55	6	61	42	3	45	16	73.77%	26.23%
Public Works	41	2	43	35	1	36	7	83.72%	16.28%
Totals:	173	85	258	146	62	208	50	80.62%	19.38%



City Council Agenda Report

ITEM NO. 9

DATE: December 6, 2023
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Cathy Billings, Library Director
SUBJECT: **Receive and File the 2022-2023 Library Special Tax Annual Report**

Recommendation

It is recommended that the City Council receive and file a report on the Fiscal Year 2022-2023 Library Special Tax as required by the State of California Local Agency Special Tax and Bond Accountability Act.

Executive Summary

Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act (the "Act"), requires that an annual report be filed with the governing body for any local special tax or local bond measure that is subject to voter approval. The Act applies to the City of South Pasadena Library Special Tax.

Background

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires the following for any local special tax or local bond measure that is subject to voter approval:

1. That the special tax ordinance contain a statement indicating the specific purposes of the tax,
2. That proceeds of the special tax be applied to those purposes,
3. The creation of an account into which the proceeds shall be deposited,
4. The filing of an annual report with the governing body, to contain specified information concerning the use of the proceeds.

The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the time the special tax is adopted, and others are handled through annual reports.

Receive and File Library Special Tax Annual Report

December 6, 2023

Page 2 of 2

The attached report intends to comply with Section 50075.3 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1.”

Analysis

All Library Special Tax revenues are spent in full each year by the Library, for the purposes stated in the City of South Pasadena Municipal Code (Section 2.89-4). In Fiscal Year 2022-2023, Library Special Tax revenue provided approximately 20% of the Library’s budget.

Fiscal Impact

This staff report concerns an annual reporting requirement related to the Library Special Tax. The receipt and filing of this report by the City Council will have no fiscal impact. The report is prepared by the same consultant that performs the administration of the Library Special Tax as part of their professional services agreement with the City.

Key Performance Indicators and Strategic Plan

This item does not align with any KPI and/or strategic plan priority.

Commission Review and Recommendation

This item was not reviewed by the Library Board of Trustees.

Attachments:

1. Fiscal Year 2022-2023 Library Special Tax Report

ATTACHMENT 1
Fiscal Year 2022-2023 Library Special Tax
Report

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Fiscal Year 2022-2023 Library Special Tax Report

Prepared by:
NBS Government Finance Group
November 3, 2023

This report intends to comply with Section 50075.3 of the California Government Code, and applies to the Funds for the following:

City of South Pasadena Library Special Tax

Purpose of Special Tax

The City of South Pasadena Library Special Tax was established to provide funds to the City of South Pasadena to finance the maintenance and operation costs of the South Pasadena Public Library.

The Service Projects funded by the Special Tax are ongoing on an annual basis.

Collections & Expenditures

Special Tax Measure	Total Special Tax Collected ⁽¹⁾	Total Special Tax Expended ⁽²⁾
Library Special Tax ⁽³⁾	\$395,800.83	\$395,800.83

(1) Amount collected during Fiscal Year 2022/23, including interest earned and transfers between funds.

(2) The Total Special Tax Expended is representative of a portion of the total amount expended from the General Fund with respect to the Library Special Tax in Fiscal Year 2022-23. The total amount expended in Fiscal Year 2022-23 was \$1,818,110.

(3) The amounts collected and expended reported above are unaudited. If substantial changes are present in the FY 2022-23 audit they will be reported to the governing body.

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City Council Agenda Report

ITEM NO. 10

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Sheila Pautsch, Community Services Director
Gabriel Tallon, Management Analyst

SUBJECT: **Consideration of Declaring Certain City Property as Surplus and Direct Staff to Dispose of 2016 Ford E450 and 2012 VPG MV-1 Through the City's Authorized Auction Vendor**

Recommendation

It is recommended that the City Council declare a 2016 Ford E450 CNG bus and a 2012 VPG MV-1 CNG van from the Community Services Department as surplus property, and direct staff to dispose of the items in accordance with South Pasadena Municipal Code Section 2.99-29 and City's Disposal of Surplus Property, through the City's authorized auction vendor.

Executive Summary

This report is to dispose of two vehicles used by Dial-A-Ride that have been out of service and are now unsuitable for the City's use.

Background

The City's purchasing policy requires that the purchasing agent recommend that surplus equipment be transferred between departments as needed and sold if found unsuitable for City use. It requires departments to submit to the purchasing agent (the Finance Director) reports showing all supplies and equipment that are no longer used or that have become obsolete or worn out. (South Pasadena Municipal Code Section 2.99-29 Purchasing system.)

The Community Services Director reports that the 2016 Ford E450 bus and 2012 VPG MV-1 van submitted for surplus are in unsatisfactory condition and therefore no longer useful.

The VPG MV-1 CNG (vehicle 77), which is recommended for disposal, is 11 years old with 73,010 miles. The vehicle has been out of service since December 23rd, 2022, after the theft of its catalytic converter. Parts of the vehicle have been taken and used for repairs on other VPG MV-1s in the fleet. The VPG MV-1 purchased with Local Proposition A funds fulfilled all grant expectations and exceeded the federal standard of useful life benchmark.

The Ford E450 CNG bus (vehicle 75), which is recommended for disposal, is 7 years old with 56,291 miles. The vehicle has been out of service since August 16th, 2022, after the sparkplug exploded.

Analysis

The Dial-A-Ride program offers low-cost rides to more than 200 active riders (seniors and disabled residents). Currently, the Transit Division has a total of six vehicles (2 MV-1 and 2 electric buses in service) in its fleet. Three vehicles are smaller (three passengers) CNG ADA compliant vans. These three VPG MV-1 have all exceeded their useful life benchmarks of 8 years. The other vehicles are one CNG and two electric buses with a capacity of 12-14 passengers.

To bring the Ford E450 CNG bus (vehicle 75) back into service, it will need to undergo extensive maintenance, such as a new cylinder head, which will cost the division an estimated \$6,000. The VPG MV-1 CNG (vehicle 77) would need a new catalytic converter and other various parts, which would cost a minimum of \$5,000. In addition, due to the VPG MV-1 not being produced anymore since 2016, it is expensive and difficult to find parts for its maintenance. The cost to ensure the VPG MV-1s are in adequate condition to safely transport patrons to and from their destinations is expected to steadily rise. Accordingly, these vehicles are no longer suitable for the City's use and Staff is recommending that they be determined surplus and disposed of through auction.

Fiscal Impact

All revenue made from the auction of this surplus item will be returned to the Local Proposition A fund.

Key Performance Indicators and Strategic Plan

By disposing of these vehicles, Dial-A-Ride would be able to add new electric vans to its fleet, which would offer opportunities to improve the service, expand the program and continue the transition to a zero-emission fleet in line with the Adopted 2021-2026 Strategic Plan Section 2d.

Commission Review and Recommendation

This matter was not reviewed by any commission.

Public Notification

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

Attachments:

1. South Pasadena Municipal Code, Section 2.99-29 (pertinent sections)
2. Policy on Disposal of Surplus Property, City of South Pasadena

ATTACHMENT 1

South Pasadena Municipal Code, Section 2.99 – 29

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(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

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ATTACHMENT 2

Policy on Disposal of Surplus Property

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Policy on Disposal of Surplus Property

Purpose

- To establish an efficient and effective method for disposal of the City's surplus property.
- To provide for donation of personal surplus property valued at less than \$10,000 to other governmental agencies or non-profits providing services directly to South Pasadena.
- To avoid the costs of unnecessary purchases and storage by facilitating the reuse of valuable surplus property and the disposal of surplus property of no resale value.
- To provide quick and easy removal of surplus items from the owning department's premises and to provide compensation from sale.
- To participate in sustainable practices by recycling surplus property in lieu of sending property to landfills.

Eligibility for Surplus Disposition

When it has been determined that an item has served its original purpose and no longer provides value to the City, the item shall be slated for determination of its eligibility for disposition. This policy covers items such as office furniture, office equipment, electronic equipment, City vehicles, computer hardware, and other capital outlays.

Surplus Disposal Methods

If an item is no longer of value to the City the item may be disposed of using one of the following methods:

1. Properly discard the item if it is broken, unusable, and/or hazardous.
2. Retention of the property and reassignment to another City department.
3. Trading the item in for new replacement equipment.
4. Donation in accordance with the Surplus Property Donation limits and procedures of this Policy.
5. Auction.
6. Selling the item through a sealed-bid process.

Oversight of Surplus Property

The Finance Director is responsible for managing the disposition of all City surplus property. Items with a value of less than \$5,000 may be declared surplus by the Finance Director and disposed of by one of the Surplus Disposal Methods. Items with a value of \$5,000 or more must be declared surplus by the City Council prior to disposal by one of the Surplus Disposal Methods. To dispose of the City's surplus property by auction, the City has contracted with an outside vendor to pick-up and auctions the items. Checks for surplus items will be made payable to the City of South Pasadena. NOTE: For Health and Safety reasons, no hazardous items will be picked up for disposal.

Reassignment of Assets

When a City department makes a determination that an asset is surplus to its needs, notification shall be made to the Finance Director to coordinate placement, storage and disposal. Prior to bringing the item to the City Council for a declaration of surplus, the first option will be to reassign the asset within the City where it can be of most use or value. If it is not possible to be reassigned, the Finance Director shall prepare the asset for a City Surplus determination by the City Council, if it has a value of \$5,000 or more.

The decision to designate an item for the City Surplus originates with the department where the material is located, and the department shall complete the surplus request form including a complete description of the item, location, approximate value, etc. If the condition of City Surplus materials is deemed as broken, unusable, hazardous and/or having “no salvage value,” then at the discretion of the Finance Director an item may be discarded properly. The Finance Director must be notified and may authorize the disposal of City Surplus materials valued at less than \$5,000. The employee requesting that the item be declared surplus must sign the completed form before sending it to the Finance Department.

Statement of the Surplus Request on the Staff Report

Once the form is submitted to the Finance Department, the Surplus Request will be stated on the staff report for any item valued at \$5,000 or more. The Council will decide if they will approve the request. Finance will coordinate staff report to dispose of surplus materials on a quarterly basis.

Financial Reporting

The Finance Department will be responsible for all levels of record keeping and sale processes. It is the responsibility of all departments to process and complete the Surplus Request form and submit to the Finance Department.

Surplus Personal Property Eligible for Donation

Surplus personal property valued at less than \$10,000 which is not reassigned to another City department use may be eligible for donation in the following priority:

1. to a non-profit formed by the City of South Pasadena for the benefit of its residents.
2. to another governmental agency, including a school district, which provides services to the City of South Pasadena or its residents.
3. to a non-profit (501-C(3)) organization which has either received a grant from the City to provide public services or has entered into a written agreement with the City or the donation would further a special project or City effort to benefit any group or community, including a community event, that the City wishes to provided assistance to.

No surplus personal property with an estimated value of \$10,000 or more is eligible for donation.

Process for Donation of Surplus Personal Property

- A. For surplus personal property valued at less than \$5,000:
 - 1. Finance Director identifies surplus property available for donation in accordance with this Policy;
 - 2. Places a notice of availability of surplus property for donation on the City's website for a 30-day period to receive requests for donation and reaches out to potential donees;
 - 3. Reviews all requests for donation and determines the donee in accordance with the priority of donations; and
 - 4. The decision of the Finance Director is not appealable.

- B. For surplus personal property valued at \$5,000 or more, but less than \$10,000:
 - 1. The Finance Director identifies all property available for donation in accordance with this Policy;
 - 2. Places notice of availability of surplus property for donation on the City's website for a 30-day period to receive requests for donation and reaches out to potential donees; and
 - 3. Reviews all requests for donation and submits eligible requests to the City Council for its determination.

- C. Requirements applicable to all donations.
 - 1. All requests for donation must state the benefit to be derived from the donated surplus personal property in the request for donation.
 - 2. Such requests must ensure that the donated surplus personal property benefits the donee as stated in the request for donation and that any donee or donee's agent certify upon acceptance that no one involved in the donation process has received or will receive a profit or fee for the transaction.
 - 3. Donations of surplus property are made "as is," without any warranty, express or implied. All donees shall execute a waiver of claim or liability against the City and agree to defend, indemnify and hold harmless the City, its officers and employees, from any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the donees or subsequent transferee, as a condition of the donation.

Surplus Request Form

Equip No.	Location or VIN Number	Item Description	Condition	Recommended Disposal Method	Grant Funded Y/N	Department
75	1FDPE4FS6GDC49316	2016 Ford E450 CNG bus	unsatisfactory	Auction	Y	Community Services
77	523MF1B6XCM100234	2012 VPG MV-1 CNG van	unsatisfactory	Auction	Y	Community Services

Sheila Pautsch

Department Head

Sheila Pautsch

Department Head Signature

11/15/2023

Date

Finance Director

Finance Director Signature

Date



City Council Agenda Report

ITEM NO. 11

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Brian Solinsky, Chief of Police
Alison Wehrle Management Analyst

SUBJECT: **Consider the Appropriation of \$571,000 Received from the State of California as Reimbursement for the Department's Computer-Aided Dispatch and Records Management System Cost**

Recommendation

It is requested that the City Council consider approving an appropriation of \$571,000 received from the State of California to the Police Department's fiscal year 2023-2024 operating budget for reimbursement of the cost of the Department's Computer-Aided Dispatch and Records Management System (CAD/RMS) into the COPS Grants account 272-4010-4018-8520-000 Police State Grants – Equipment AB 3229.

Background

In March 2021, the South Pasadena Police Department submitted a reimbursement claim for the cost of the Department's new CAD/RMS system to the state of California. In accordance with Government Code sections 17560 and 17561, eligible claimants may submit claims to the State Controller's Officer for reimbursement of costs incurred for state-mandated cost programs. Included in the list of state-mandated cost programs is the Racial and Identity Profiling Act (RIPA), which was passed in 2015, and went into effect for most agencies in January 2022, with annual reporting due by April 2023. RIPA requires law enforcement agencies to report data to the State's Attorney General's Office on all vehicle and pedestrian stops, along with citizen complaints alleging racial and identity profiling.

A CAD system is utilized by dispatchers and officers in order to prioritize and record incident calls, identify the status and location of first responders in the field, and effectively dispatch personnel to calls for service. An RMS system is an agency-wide system that provides for the storage, retrieval, retention, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations. The South Pasadena Police Department previously used a CAD/RMS system by the name of ARMS, for more than 15 years. ARMS had limited reporting abilities and was severely outdated. In order to comply with the upcoming reporting requirements of RIPA, Department staff began to seek out a more up-to-date CAD/RMS system that would be able to capture the

CAD/RMS Reimbursement Funding

December 6, 2023

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data needs for RIPA reporting. After lengthy research efforts, the City Council approved the purchase of Motorola Solution's Flex CAD/RMS public safety software on December 16, 2020, with the funding provided by the Department's Citizens' Option for Public Safety (COPS) Grant Funds from the State of California.

Analysis

Once approved, the Department moved forward with the purchase of the Motorola Flex CAD/RMS system, successfully launching the system in March 2022. After applying for State reimbursement for the cost of the Department's new Motorola CAD/RMS system in March 2021, the Department received a check from the State for the reimbursement of the full amount of \$571,000 in September 2023. In order to replenish the COPS Grants funding already spent on the system, along with covering future payments, Police Department staff is requesting that the funds be placed into the COPS Grants budgetary account.

Fiscal Impact

The South Pasadena Police Department has received a reimbursement for the purchase of the Department's CAD/RMS system in the amount of \$571,000 from the state of California. No local matching funds are required. Staff is requesting the appropriation of \$571,000 into 272-4010-4018-8520-000 Police State Grants – Equipment AB 3229.

Key Performance Indicators and Strategic Plan

This item is in line with the project's original efforts to cover Strategic Plan priority 6d Improve Technology – introduce or update technologies in all departments.

Commission Review and Recommendation

This item was/was not reviewed by a Commission.



City Council Agenda Report

ITEM NO. 12

DATE: December 06, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director

SUBJECT: **Consideration of Approval of a Reappropriation of State and Local Fiscal Recovery Funds for the Funding of Purchase Order No. 23358 with Acorn Technology Services for the Implementation and Migration Support of Microsoft Office 365**

Recommendation

It is recommended that the City Council consider approving the reappropriation of \$34,420 in State and Local Fiscal Recovery Funds to Account No. 206-2030-2032-8170-000 (State and Local Fiscal Recovery Funds- Professional Services) to fund Purchase Order No. 23358 with Acorn Technology Services for the implementation and migration support of Microsoft Office 365.

Executive Summary

On March 15, 2023, the City Council approved a contract amendment with Acorn Technology Services to migrate to Microsoft Office 365 in the amount of \$34,420. The project continued into this fiscal year, and as such, the purchase order was "rolled over" to this fiscal year. However, due to an administrative oversight, the funding for the purchase order was not rolled over, leaving our purchase order without the adequate funding needed to pay the outstanding balance of \$34,420 owed to Acorn Technology Services. Staff is recommending consideration of approval to reappropriate the \$34,420 in State and Local Fiscal Recovery Funds (SLFRF) to be able to fund the purchase order and make payment to the vendor.

Background/ Analysis

As the City's primary collaboration tool was coming to its end of useful life, the timely implementation of Office 365 continues to be important to the City's operation and to modernize and improve the overall efficiency and effectiveness of the City's electronic communications. After the Council approved the project and the respective contracts, staff has been working closely with Acorn to implement the collaborative platform citywide and the project is nearing completion. Next steps include the rollout of Microsoft Teams and SharePoint to expand the use of the platform. Staff has also received general overview training for Microsoft Office 365 and will also be trained more in depth on Microsoft Teams once it is rolled out.

Reappropriation to Purchase Order with Acorn Technology Services

December 6, 2023

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Staff recommends the consideration of approval of the reappropriation in the amount of \$34,420 to fund the purchase order with Acorn Technology Services to finalize the implementation of the platform.

Fiscal Impact

In Fiscal Year 2022-2023, the City Council allocated funds in Account No. 206-2030-2032-8170-000 (State and Local Fiscal Recovery Funds- Professional Services) to migrate the email platform to Microsoft Office 365 (Office 365) in preparation for the project. Because staff, inadvertently, did not roll over the funds into Fiscal Year 2023-24, the funds were returned to the SLFRF pool. The funds being requested for reappropriation are in the amount of \$34,420 and it is the same request for funding as previously presented to the Council.

Attachment:

1. Staff Report, March 15, 2023

ATTACHMENT

City Council Agenda Report for March 15, 2023

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City Council Agenda Report

ITEM NO. 09

DATE: March 15, 2023

FROM: Arminé Chaparyan, City Manager *DMM for AL*

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

SUBJECT: **Authorization to Enter into Agreements with Microsoft, CDW Government, and Acorn Technology Services for the Subscription Purchase of Microsoft Office 365 Licenses**

Recommendation

It is recommended that the City Council:

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

Background

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

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

Analysis

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

Procurement and Licensing

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

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

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

Implementation

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

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

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

Benefits

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

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

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

Alternative

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

Next Steps

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

Upcoming Technology Needs

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

Fiscal Impact

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



City Council Agenda Report

ITEM NO. 13

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director
Tiara Solorzano, Management Assistant

SUBJECT: **Consideration of Approval of City Council Meeting Minutes for September 27, 2023 and October 04, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Special and Regular Meetings of September 27, 2023 and October 04, 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. September 27, 2023 Special City Council Meeting Minutes
(*Materials to be available by Monday, December 4, 2023*)
2. October 04, 2023 Regular City Council Meeting Minutes

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ATTACHMENT

October 4, 2023 Regular City Council Meeting Minutes

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

MINUTES

WEDNESDAY, OCTOBER 04, 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, October 04, 2023, at 7:21 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

Mayor	Jon Primuth
Mayor Pro Tem	Evelyn G. Zneimer
Councilmember	Jack Donovan
Councilmember	Michael A. Cacciotti (arrived at 7:45 P.M.)
Councilmember	Janet Braun

ABSENT

None.

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Roxanne Diaz, City Attorney; 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 Braun.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

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)*

City Attorney Roxanne Diaz stated that no reportable action was taken regarding any of the items. The City Council will recess into closed session following the regular meeting.

PUBLIC COMMENT

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

In Person Comments:

Anne Bagasao spoke regarding the 1612 Huntington fire that took place on October 1st.

PRESENTATION

3. PROCLAMATION IN SUPPORT OF THE SAN GABRIEL MOUNTAINS NATIONAL MONUMENT IN THE CITY OF SOUTH PASADENA

Topher Mathers and Mayor Primuth read the proclamation into the record.

4. PROCLAMATION DECLARING OCTOBER AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN THE CITY OF SOUTH PASADENA

Melly Rosehaven and Mayor Primuth read the proclamation into the record.

5. CLEAN POWER ALLIANCE PRESENTATION

Dalia Gomez, External Affairs Manager gave a presentation on behalf of the Clean Power Alliance.

CHANGES TO THE AGENDA

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

None.

CONSENT CALENDAR

Mayor Pro Tem Zneimer requested to pull Item No. 15 for separate discussion. A motion was made by Councilmember Donovan and seconded by Councilmember Cacciotti to approve Item Nos. 7-14 of the consent calendar as modified by the Additional Documents. The motion carried 5-0, by the following vote:

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

Councilmember Braun directed staff to close all matters and bills from the prior City Attorney’s Office, Colantuono, Highsmith & Whatley.

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.

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

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

RESOLUTION

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

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

Resolution No. 7834 was adopted.

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.

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

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.

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

Resolution No. 7835 was adopted.

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.

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

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.

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

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 ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, 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.”

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

Ordinance No. 2383 was adopted.

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.

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

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

Community Development Deputy Director Alison Becker gave a presentation.

COUNCIL MOTION AND ACTION:

A motion was made by Councilmember Cacciotti and seconded by Councilmember Donovan to adopt Ordinance A as presented in the staff report. The motion carried 5-0, by the following vote:

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

Ordinance No. 2378 was adopted.

A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to adopt Ordinance B as presented in the staff report. The motion carried 4-1, by the following vote:

- AYES:** Braun, Cacciotti, Donovan, Mayor Primuth
- NOES:** Zneimer

ABSENT: None.
ABSTAINED: None.

Ordinance No.2379 was adopted.

A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to adopt Ordinance C as presented in the staff report. The motion carried 4-1, by the following vote:

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

Ordinance No. 2380 was adopted.

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Zneimer to adopt Ordinance D as presented in the staff report. The motion carried 5-0, by the following vote:

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

Ordinance No. 2381 was adopted.

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Zneimer to adopt Ordinance E as presented in the staff report. The motion carried 5-0, by the following vote:

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

Ordinance No. 2382 was adopted.

PUBLIC COMMENT – CONTINUED

16. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

17. COUNCILMEMBERS COMMUNICATIONS

Councilmember Braun – echoed Ms. Bagasao’s comments. She stated that she went down to the site of the Fire on 1612 Huntington. She thanked Fire, PD, and the surrounding agencies for their work at the site. She thanked the SPPD officer for assisting a resident and their cat.

Councilmember Donovan had no comments.

Mayor Pro Tem Zneimer had no comments.

Councilmember Cacciotti spoke regarding his attendance at two meetings at the San Gabriel Valley Council of Governments. The first being the homeless committee where they had presentations by the United Way and discussions on different projects for long term housing and the COG budget. The second meeting was the environmental Energy Natural Resources Committee. They discussed different programs for funding. He represented the City as part of the AQMD Board in the City of Monterey Park. He spoke to the Council and public about the South Pasadena’s Electric Vehicle Conversion of the Police Department Fleet. He recognized the Chief of Police for their efforts in setting the example regarding the electrification project.

Mayor Pro Tem Zneimer inquired on the status of the fitting for the new Police Fleet Vehicles and when they can expect them to be rolled out.

Police Chief Solinsky stated that the first patrol vehicle was delivered. It will be going to one show next weekend. The community should see it around in the next two weeks. We want a community wide unveiling by first week of November.

Mayor Pro Tem Zneimer asked if one has a canine component?

Chief Solinsky stated that there is a canine component.

Mayor Primuth stated that he went to the fire site. There were five different units on site. He asked if Chief Dondanville was there.

Chief Dondanville stated that he was not there but one of our acting battalion chiefs was.

Mayor Pro Tem Zneimer asked how many safety personnel stayed after the fire was contained.

Chief Dondanville stated that the last left fire personnel left after 5:30 P.M.

Mayor Primuth thanked the police dept. for their dedication and making everyone safe.

Councilmember Cacciotti noticed in the past several days that the Police Department was really engaging with the unhoused in a fair and effective way that is both very strong and compassionate.

Mayor Primuth highlighted his scheduled Clean Power Alliance meeting and Arroyo Verdugo Joint Powers Authority meeting

Councilmember Cacciotti stated that he has visited all 34 cities. He rides his bike or takes the metro. He highlighted the increase in use of Electric Leaf blowers.

18. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan spoke regarding her attendance at the International City Manager’s Conference in Austin, Texas.

City Manager Chaparyan invited Assistant to the City Manager, Tamara Binns, to give a brief update and revisit on the strategic plan taking place next Thursday and Friday, with one session via zoom and two in person.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 8:24 P.M., to the next Special City Council meeting scheduled on Saturday, October 14, 2023.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED

Jon Primuth
Mayor

Attest:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting: November 15, 2023



City Council Agenda Report

ITEM NO. 14

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works
Mark Jimenez, Management Analyst

SUBJECT: **Consideration of a Purchase of an Asphalt Repair Vehicle for the Public Works Department in the amount of \$420,952 from Bergkamp Pavement Preservation Solutions Utilizing the Houston Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program**

Recommendation

It is recommended that the City Council consider:

1. Approving the purchase of a FP5 Flameless Pothole Patcher asphalt repair vehicle from Bergkamp Pavement Preservation Solutions (Bergkamp) in the amount of \$420,952, including taxes and fees; and approve the use of the H-GAC Cooperative purchasing program for the procurement pursuant to Municipal Code Section 2.99-29(19) and the City's Purchasing Policy;
2. Appropriating \$60,952 from the Water Enterprise Fund into Public Works Water Distribution Vehicles and Equipment Account No. 500-6010-6710-8540-000 to partially fund the purchase of the vehicle; and
3. Appropriating \$60,000 from the Measure M Local Return Fund into a new Public Works Measure M Vehicles and Equipment Account No. 236-6010-6011-8540-000 to partially fund the purchase of the vehicle.

Executive Summary

The Public Works Department oversees road maintenance, including pothole repair. Currently, manual labor is used for pothole repair and small area asphalt patching, but this method has limitations in durability and longevity. An asphalt repair vehicle would provide efficient and effective patching by transporting, and applying hot asphalt mixtures for a durable road surface. The method also reduces the intensity of staff manual labor. The Bergkamp FP5 Flameless Pothole Patcher vehicle features advanced technology, including InPave Technology for data collection, enhancing patching quality, and reducing costs by tracking pothole replacement in concert with the City's pavement management program. City staff recommend conducting this procurement utilizing cooperative purchasing, which offers a potential cost savings of up to 10%.

Background

The Public Works Department is responsible for ensuring that the City's streets and roads are safe, accessible, and well-maintained. This includes repairing potholes, resurfacing roads, and building new streets and sidewalks. Currently, the city is without a designated asphalt repair vehicle and instead relies on manual labor for asphalt patching. The process begins with two vehicles and three staff loading the asphalt into a truck before driving to the designated pothole location. The crew then sets up cones, traffic control measures, and lights as needed to ensure a safe work environment. Once the area is secured, the team proceeds to clean the site of debris using brooms. Following the application of an emulsion to the pothole, the crew meticulously places the cold asphalt on top and utilizes rakes to level the repair, followed by compaction. However, the cold patch's longevity is limited and weakens rapidly over time. Conversely, a hot patch provides superior durability and weather resistance. An asphalt repair vehicle mixture, heated to high temperatures, is loaded onto the heavy-duty vehicle for transportation to the job site. Upon arrival, the asphalt is poured and evenly distributed across the road surface using the truck's specialized mechanism. This process ensures a smooth, durable surface that can withstand heavy traffic and the various elements.

Analysis

During the Fiscal Year (FY) 2022-2023 budget adoption process on May 25, 2022, City Council apportioned \$300,000 of the City's State and Local Fiscal Recovery Funds (SLFRF) to purchase an asphalt repair vehicle. Council's direction was to buy a specialized truck that operated on compressed natural gas (CNG) instead of diesel, and asphalt heating with an electric element instead of propane. This appropriation was readopted in the FY 2023-2024 budget under the SLFRF Fund 206 Special Department Expense Account.

Staff initiated a search for asphalt manufacturers, aiming to procure quotes. However, most suppliers relied on gas for heating asphalt, while their vehicles predominantly ran on diesel. After thorough exploration, the city received a quote from Bergkamp, which manufactures a vehicle powered by compressed natural gas (CNG) while utilizing electric heat. City Staff worked with Bergkamp to review the capabilities of the innovative FP5 Flameless Pothole Patcher asphalt repair vehicle. The City staff had the opportunity to witness a demonstration of the vehicle and ask any questions about its operation and equipment. The vehicle features a hydraulic-driven alternating current (AC) generator that provides consistent onboard electric power to maintain the asphalt material's heat. Moreover, the unit is designed to plug into stationary power during non-working hours to reduce the waste of hot mix. The truck-mounted unit is powered by the chassis engine through a live Power-Take-Off (PTO), which provides hydraulic power at all engine or travel speeds. The FP5 Flameless Pothole Patcher vehicle includes cutting-edge InPave Technology, an exclusive telematics system from Bergkamp that automates performance data collection for every crew, patcher, and patching material. By seamlessly capturing data from regular operations, InPave empowers staff to evaluate their process and enables the City to make strategic adjustments that enhance patching quality while reducing costs. This technology includes an in-cab, 8-inch tablet with GPS functionality,

allowing for easy exportation of mapping data. Additionally, all other data can be exported in various formats for streamlined reporting and detailed analysis. An image of the vehicle is shown in Figure 1.

Figure 1: FP5 Flameless Pothole Patcher vehicle



In accordance with the City's Purchasing Policy, procurement of the vehicle and related services is in the 'Goods and/or General Services' purchase category. In this category, at a value of over \$30,000, sealed bidding is required and City Council is the awarding authority. Along with other cities and agencies across the country, the City utilizes a cooperative purchasing organization for public sector procurement, Houston Galveston Area Council of Government (H-GAC). H-GAC operates a unique "Government-to-Government" procurement service, offering an exclusive cooperative purchasing program for qualifying end users such as States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations. End users can join the program by executing a free and evergreen Interlocal Contract with H-GAC, which enables them to access competitive offerings for a variety of products and services.

The H-GAC Cooperative Purchasing Program (H-GACBuy) acts as an intermediary for members, soliciting bids and proposals from contractors to provide the necessary products and/or services. All bids are evaluated by H-GAC staff. Bids are awarded based on the percentage discount level on catalog line items and the base unit price on non-catalog line items. Bergkamp has been selected as one of the distinguished recipients of the contract award (SM 10-20). South Pasadena Municipal Code Section 2.99-29(19) and the City's Purchasing Policy permits the City to engage in cooperative procurement. This allows the City to adopt another public agency's competitive bidding process for its own procurement.

Accordingly, to align with the City's Purchasing Policy, City staff is proposing that the City Council grants approval to award Bergkamp for this purchase, in the amount of \$420,952. Purchasing the Bergkamp vehicle is expected to result in up to 10% savings for the vehicle through the cooperative purchasing process.

Alternatives

As part of this report, the City Council may entertain alternative options to the recommendation presented, including the possibility of maintaining the status quo and declining the purchase of the asphalt repair truck.

Fiscal Impact

The total cost of the vehicle is \$420,952 including taxes and fees. State and Local Fiscal Recovery Funds (SLFRF) in the amount of \$300,000 are budgeted for this purchase from SLFRF Account No. 206-3010-3041-8020-000. Staff recommend appropriating additional funds from the Water Enterprise Fund balance and Measure M fund balance that have not yet been included in the FY 2023-2024 budget, in order to pay for the additional \$120,952 needed. The additional appropriations would transfer \$60,952 from the Water Enterprise Fund into Public Works Water Distribution Vehicles and Equipment Account No. 500-6010-6710-8540-000 and transfer \$60,000 from the Measure M Local Return Fund into a new Public Works Measure M Vehicles and Equipment Account No. 236-6010-6011-8540-000 to partially fund the purchase of the vehicle, in addition to the SLFRF \$300,000 funding source.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priorities “4i” Pursuing the electrification of the City’s fleet. The City’s Climate Action Plan includes a municipal-sector goal (CAP M.2) to electrify the municipal fleet and mobile equipment as well as a transportation-sector goal (CAP T.1) to increase zero-emission vehicle and equipment to 13% by 2030 and 25% by 2045. Though the vehicle is mainly powered by compressed natural gas, the heating element is electric versus the typically installed propane heater, which is in line with the intent of the Strategic Plan priority.

Public Notification

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

Attachments:

1. Bergkamp Pavement Preservation Solutions Quote
2. Municipal Code Section 2.99-29(19) and Corresponding Purchasing Policy

ATTACHMENT 1
Bergkamp Pavement Preservation Solutions Quote



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: HT06-20

Date Prepared: 2023-11-15

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of South Pasadena CA	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	
Email:		Email:	adam.neuse@houstonfreightliner.com

Product Code:	D7	Description:	M2-112, Conventional Cab, SBFA, TRA (PRL-20M)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 111749

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3000 RDS AUTOMATIC TRANSMISSION	5762	Premium Cab Insulation	140
DA-F-13.3-3 13,300 LB FRONT AXLE	190	Premium High Back Driver Seat	318
13,300 LB TAPERLEAF FRONT SUSPENSION	235	Premium High Back Passenger Seat	338
224" Wheelbase	835	Adjustable Steering Column	359
11/32x3-1/2x10-3/16" Frame 120KSI	398	Back Up Alarm	33
L9N 320 HP N-GAS, 1000 LB FT TQ	26938	Enhanced Stability Control	851
Trailer Towing Package	812	AM/FM/WB Radio with Bluetooth	368
Driver Controlled Differential Lock (One Axle)	551		
Air Cab Mounts	91		
Dual West Coast Mirrors w/LH-RH Remote	215	BERGKAMP FP5 FLAMELESS PATCHER	184383
LH/RH 8" Bright Convex Fender Mirrors	104	Subtotal From Additional Sheet(s):	
LH/RH Electric Windows	164	Subtotal B:	223085

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
BENDIX LANE GUIDANCE SYSTEM WITH 15 MINUTE OFF TIMEOUT	1752		
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	1752

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	336586	=	Subtotal D:	336586
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	Discount	-2169
AGILITY 80 DGE CNG FUEL TANKS BOC	42524	CA State Sales Tax	39,136
		Subtotal F:	82866

Delivery Date: **G. Total Purchase Price (D+E+F):** 420952

ATTACHMENT 2

South Pasadena Municipal Code Section 2.99-29(19) and
Section F of the City's Purchasing Policy

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

it makes sense to do so. In any event, using departments should keep records of prospective bidders who contact the City to specifically request being included on a bidder's list for future business opportunities. The department should review and update the bidder's list annually.

Note: Given the City's participation in CUPCCAA, the Public Works Department is *required* to establish and maintain lists of qualified contractors, identified by category of work, and provide notice to them of bidding opportunities for construction projects.

Recordkeeping

Using departments must retain bid documents in accordance with the City's records retention schedule.

Competitive Bidding Solution (E-Procurement)

As part of the City's efforts to continually evaluate processes and procedures for efficiency improvements, Finance Department staff will partner with the City Clerk and other staff members to assess e-procurement solutions to determine whether such a system should be procured for administering competitive bidding processes. Any such system shall adhere to the purchasing requirements specified in this document.

F. Purchasing Related Programs, Procedures and Requirements

This section of the manual includes information on purchasing-related programs and procedures.

Purchase Requisition and Purchase Order Required

Unless procured by City-issued purchasing card, all purchases of goods and services greater than \$2,500 require the submittal of a properly completed purchase requisition form and approval of a purchase order by the Purchasing Agent. Purchasing agent shall develop workflow processes.

Use of Blanket Purchase Orders

Blanket purchase orders are term contracts (usually for one year) for goods and/or services that can be purchased as needed throughout the year, as opposed to purchase orders that are used for one-time purchases. Blanket purchase orders are typically used for operational supplies such as hand tools, equipment, parts for equipment, etc., but can also be evaluated for other supplies that are required by using departments.

Local Vendor Purchasing Preference

Purchases from South Pasadena vendors are strongly encouraged where competitive prices and quality are apparent. When general funds are used for a purchase, local (in-city) vendors will be given a five percent preference of the quoted price. The cost of doing business in the City of South Pasadena is acknowledged to be considerably higher compared to the cost of doing business outside of the city. As further 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 procurement cost.

Cooperative Procurements ("Piggybacking")

The use of cooperative purchasing programs is encouraged as a way to obtain goods and/or services by aggregating volume, securing value pricing and reducing administrative overhead. Cooperative purchasing methods generally include the use of another public entity's (local or state) competitive bidding process to establish a contract with that agency's awardee (also known as "piggybacking").

Additionally, there are numerous regional and national purchasing cooperatives that offer cost free memberships to access databases of available goods and/or services. Examples of state contracts and purchasing cooperatives include:

- [California Multiple Award Schedules \(CMAS\)](#) of the Department of General Services (DGS),
- [OMNIA Partners, Public Sector](#) (formerly U.S. Communities),
- [Sourcewell](#) (formerly National Joint Partners Alliance),
- [NASPO ValuePoint](#) (formerly WSCA-NASPO, or the Western States Contracting Alliance-National Association of State Procurement Officials), and
- [nppgov](#) (national cooperative based in Seattle, WA)

Non-competitive Procurements

Non-competitive procurements represent purchases made without competitive bidding where it may otherwise be required. Examples of such procurements are provided below.

- Sole source. A sole source procurement represents a purchase that can only be obtained from a single source.
- Single source. A single source procurement represents a purchase that can be obtained from more than one source, but a decision is made to source the purchase based on compelling factors such as price/value, degree of specialization or technical expertise, or product standardization.
- Cooperative procurements. Cooperative purchases leverage competitive bidding conducted by another agency, as specified above.

The City Manager or designee may authorize the purchase of goods and services up to \$30,000 without competitive bidding if it is in the best interest of the City. The purchasing department must provide a written description explaining why competitive bidding is not in the City's best interest. Sourced purchases of goods and services greater than \$30,000 must be approved by the City Council.

When submitting a purchase requisition for a sourced purchase, using departments must provide a written justification that explains why the procurement cannot be competitively bid.

Procuring Goods or Services During Emergencies

Emergency events that pose threats to life or property may require immediate purchases without complying with competitive bidding or other policy requirements. Requirements for making purchases in emergency situations are contained in [Articles XI \(Purchasing\) and XIII \(Awarding Public Works Contracts\)](#) (<https://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena02.html>). Emergency contracts may be subject to Public Contract Code Section 1102 and 22050.

Note: During declared disasters where the City may seek reimbursement from the Federal Emergency Management Agency (FEMA), many purchases must be procured using competitive bidding methods as established by the granting agency.

Environmentally Preferable Purchasing

In seeking to encourage the preservation and improvement of the environment, the City is establishing an Environmentally Preferable Purchasing Policy (EPP). The overall objective of the EPP is to help ensure that City purchases:



City Council Agenda Report

ITEM NO. 15

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *AC*

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

SUBJECT: **Consideration of Approval of Task Orders with UltraSystems, Ninyo & Moore, & SEITec for Environmental, Geotechnical, and Preliminary Design Reports for the Huntington Drive Regional Green Street Stormwater Project**

Recommendation

It is recommended that the City Council consider approving:

1. A Task Order under an existing Master On-Call Professional Services Agreement with UltraSystems Environmental, Inc. to provide an environmental initial study for the Huntington Drive Regional Green Street Stormwater Project in the amount of \$86,298.00, inclusive of \$82,188.80 in fees and a 5% contingency of \$4,109.20;
2. A Task Order under an existing Master On-Call Professional Services Agreement with Ninyo & Moore to provide geotechnical evaluation for the Huntington Drive Regional Green Street Stormwater Project in the amount of \$116,952.00, inclusive of \$113,545.00 in fees and a 3% contingency of \$3,407.00; and
3. A Task Order under an existing Master On-Call Professional Services Agreement with SEITec, Inc. to provide funding application support and a preliminary design report for the Huntington Drive Regional Green Street Stormwater Project in the amount of \$132,634.00, inclusive of \$126,318.14 in fees and a 5% contingency of \$6,315.86.

Executive Summary

This item is related to conducting three cooperative efforts through on-call professional services task orders to establish project studies and reports which will be used to apply for grant funding to support a City stormwater infrastructure project. With estimated project construction costs in the millions of dollars, and federal, state, and local funding opportunities only prioritizing projects that have completed environmental, geotechnical, and preliminary design reports, City staff is recommending proceeding with this initial project work in order to apply for construction funding.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's stormwater and urban runoff infrastructure. The proposed project location would be under the Huntington Drive median between the intersections of Marengo Avenue to the west, and Wayne Avenue, to the east, approximately 2,000 ft. in length. The project would involve diverting water from two existing storm drains; one diversion at the Marengo Avenue storm drain, near the intersection of Marengo Avenue and Huntington Drive and the other at Wayne Avenue storm drain, near the intersection of Wayne Avenue and Huntington Drive. An underground storage chamber pipe/tunnel is proposed beneath the median with vertical dry wells connected to the underside of the storage chamber. The landscaping along with medians and/or parkways would be increased with native trees, and turf would be removed and replaced with drought tolerant plants.

Section 303(d) of the Clean Water Act requires States to prepare a list of water bodies that do not meet water quality standards, and establish pollutant load allocations for each of these water bodies, that is, a total maximum daily load (TMDL) that will likely achieve attainment of water quality standards. A TMDL represents an amount of pollutant that can be released into a specific water body without causing a decline in water quality and beneficial uses.

Stormwater and urban runoff is conveyed through Municipal Separate Storm Sewer Systems (MS4s) and ultimately discharged into receiving waters of the Los Angeles Region. The Los Angeles Regional Water Quality Control Board (LARWQCB), under the jurisdiction of the States Water Resources Control Board (SWRCB), issues permits under the NPDES Program. The NPDES program requires municipalities and counties of medium and larger population sizes to obtain MS4 Permits for discharges of stormwater runoff. The City is a co-permittee for an NPDES Permit issued by the LARWQCB, along with Los Angeles County, the LA County Flood Control District, and the many incorporated cities within Los Angeles County.

The MS4 Permit contains effluent limitations, receiving water limitations, minimum control measures requirements, and TMDL provisions. California State law requires Regional Boards to include an implementation plan for TMDLs and these plans generally include compliance schedules. The MS4 Permit outlines the process for developing watershed management programs (WMP), or enhanced watershed management programs (EWMP), as part of the implementation plan for applicable TMDLs.

The majority of South Pasadena's land area is within the Upper Los Angeles River (ULAR) watershed. The ULAR EWMP requires the City to implement stormwater capture projects within this drainage area. Specifically, the EWMP's predicted stormwater capture capacity for the subwatershed that the project is within requires 13.3 acre-feet of stormwater capture capacity by 2028 (see EWMP Appendix 7A, Table 7A-

40, included as Attachment 4). This project, categorized as a green street best management practices (BMP) project, will support the stated goals of the EWMP, and the streets impacted by this proposed project are included in the EWMP as screened green street opportunities. The EWMP Implementation Strategy has set forth a goal of addressing Water Quality Priorities with 30% of the total control measure capacity made up of green streets, by the year 2028, and this project will contribute toward this goal. Within this subwatershed, the EWMP lists the implementation of both "green streets" and regional stormwater infiltration or capture/use projects as an optimal approach to reducing pollutant loading and meet water quality milestones.

City council received a brief overview of this project at the July 27, 2022 prior to the City applying for funding. The project has not received funding from sought after federal, state, and local opportunities due to a lack of technical development of the proposal.

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. UltraSystems Environmental, Inc., Ninyo & Moore, and SEITec, Inc. are among the consultants approved by the City Council, having submitted proposals to provide Environmental Consulting and Document Services, Material Testing and Geotechnical Engineering Services, and Stormwater, Flood Plain, and Hydrogeological Engineering Services, respectively. All three firms are well qualified to complete the scopes of work required.

Ultrasystem's scope of work, under this task order, includes the preparation of an Initial Study pursuant to the requirements of CEQA § 21080 and § 15060 through § 15065 of the CEQA Guidelines. The Initial Study will include evaluations related to the project on air quality / greenhouse gas emissions, a cultural resources assessment, a noise impact assessment, analysis of vehicle miles traveled, and an arborist study. Should the City determine that, based on the Initial Study, there is no substantial evidence that the project would cause a significant effect on the environment, or that certain measures would avoid or mitigate potentially significant effects to a level of insignificance, UltraSystems would prepare a Mitigated Negative Declaration (MND) for the project.

Ninyo & Moores's scope of work, under this task order, includes conducting a geotechnical evaluation for the project, including performing subsurface exploration and percolation testing to evaluate the tunneling conditions for the water storage tunnel and to evaluate the infiltration characteristics of the subsurface soils beneath the tunnel invert elevation.

SEITec's scope of work, under this task order, includes revising the City's 2022-2023 project feasibility study and Safe Clean Water Program (SCWP) application for the projects grant funding application to include geotechnical and environmental study/report findings, and supporting preliminary design report, including 30%-complete

plan and profile drawings and details, technical specifications for the final alignment, and information related to the selected construction/installation technology.

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

Fiscal Impact

Adequate funding for the Ultrasystems environmental study (\$86,298) scope of work has been adopted in the FY 2023-2024 Budget under the Public Works Engineering and Administration Operations Budget for Professional Services Account No. 101-6010-6011-8170-000 within the \$181,000 line item for professional on-call engineering services.

Adequate funding for the Ninyo & Moore geotechnical (\$116,952) and SEITec preliminary design report (\$132,634) scopes of work (total of \$249,586) have been adopted in the FY 2023-2024 Budget under the Huntington Drive Green Street CIP Project, with \$250,000 appropriated to CIP Account No. 400-9000-9411-9411-000. This account includes a \$250,000 transfer from the Safe Clean Water Program Measure W Fund Account.

Public Notification of Agenda Item

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

Attachments

1. Proposed Task Order with UltraSystems Environmental, Inc.
2. Proposed Task Order with Ninyo & Moore
3. Proposed Task Order with SEITec, Inc.
4. Master On-Call Professional Services Agreements with UltraSystems Environmental, Inc., Ninyo & Moore, and SEITec, Inc.

ATTACHMENT 1

Task Order – UltraSystems Environmental, Inc. Huntington
Drive Regional Green Street Environmental Study

TASK ORDER NO. ___-001

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-152)

This Task Order No. ___-001 (“Task Order”) is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **UltraSystems Environmental, Inc.** ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **November 30, 2023** by which the Consultant agreed to perform **Environmental Consulting and Document Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

Huntington Drive Regional Green Street Environmental Study

The preparation of an Initial Study pursuant to the requirements of CEQA § 21080 and § 15060 through § 15065 of the CEQA Guidelines. The Initial Study will include evaluations related to the project on air quality / greenhouse gas emissions, a cultural resources assessment, a noise impact assessment, analysis of vehicle miles traveled, and an arborist study. Should the City determine that, based on the Initial Study, there is no substantial evidence that the project would cause a significant effect on the environment, or that certain measures would avoid or mitigate potentially significant effects to a level of insignificance, Consultant would prepare a Mitigated Negative Declaration (MND) for the project.

Task 1 – Project Initiation, Project Management, Coordination, Project Description:

Task 1.a – Kick-Off Meeting: A project kick-off meeting (via Zoom meeting) between the Consultant, other project consultants, and City public works staff will be scheduled to finalize the work program, identify and collect materials in the possession of the City (i.e., any existing studies in the immediate area) relevant to the performance of this work assignment, establish working relationships between all project participants, clarify scheduling and budgetary issues, define avenues of communication and discuss any other related matters concerning the contract.

Task 1.b – Project Management and Coordination: This task facilitates the conduct of routine project management activities in the furtherance of Consultant’s contractual obligations to the City on this assignment. To maximize interactions between Consultant and other project consultants, enhance opportunities for the conveyance of information,

and to provide a mechanism to address and resolve outstanding issues as they arise throughout this work effort, one (1) additional meeting and four (4) additional progress meetings via phone have been budgeted. To the extent feasible, meeting schedules will correspond with draft deliverables or related milestone events and will be preceded by the delivery of draft documents to the City for their review, prior to the meeting date. Consultant will be available throughout the term of this work effort to respond to City requests for input concerning various aspects of the CEQA process. Additional meetings beyond the number indicated would be compensated for in accordance with the terms and conditions contained in the Fee Schedule.

Task 1.c – Project Description: Within 10 days from the notice to proceed and receipt of necessary project related information, Consultant will prepare a project description for use in the CEQA Environmental Document (IS/MND) to be prepared for the project. This section will contain all the information required under § 15124 of the CEQA Guidelines including location; project objectives; and the technical, and environmental characteristics of the project. In addition, the intended uses of the document will be described, including a list of discretionary actions requiring approval to implement the project; a list of agencies expected to use the CEQA document in their decision-making process; and a list of environmental consultation requirements to be met through the IS/MND. The project description will include a thorough description of the overall architectural site plan; permitted uses, development standards, and circulation patterns. In addition, project construction activities will be characterized and anticipated by construction phases and duration will be discussed along with proposed equipment and construction staging areas. The draft project description will be submitted the City staff for review and finalized after comments are received.

Task 1 Deliverables: One electronic copy each in MS Word and Adobe Acrobat PDF format of the Draft and Final Project Description.

Task 2 – Prepare Technical Studies/Reports/Assessments/Data Runs:

Task 2.a – Background Data Collection/Analysis: This Task facilitates the efforts by Consultant Project Team to identify, collect, review, and assess publicly available documents and other secondary data containing information relevant to preparing the upcoming Initial Study but for which no specific technical report has been or will be prepared. Sources of data to be used in this analysis include the City’s General Plan, Municipal Code, and other CEQA documents prepared for other proposed or approved projects in the nearby project vicinity.

Task 2.b – Air Quality & GHG Emissions: Consultant will prepare the air quality/greenhouse gas emissions section for the Initial Study. Existing conditions will be documented by summarizing baseline air quality information, including area topography and meteorology and their influence on air quality; the relevant state and federal ambient air quality standards (AAQS); ambient monitoring data from the closest monitoring station(s) to the project site for the past three years; and attainment status with respect to state and federal AAQS. Ambient monitoring data available from the South Coast Air

Quality Management District (SCAQMD), California Air Resources Board (ARB), and U.S. Environmental Protection Agency (USEPA) websites will be incorporated. The setting will also identify existing and reasonably foreseeable sensitive receptors near the project site. It will also identify existing major sources of air pollutants in the project vicinity, including sources of toxic air contaminants and odorous emissions. The regulatory setting will also discuss plans to achieve the state and federal AAQS, and rules and regulations that may apply to stationary sources associated with operation of the proposed project. Consultant will coordinate with the project team to develop construction equipment and phasing assumptions. Maximum daily construction emissions of volatile organic compounds (VOC), oxides of nitrogen (NO_x), carbon monoxide (CO), particulate matter (PM₁₀, PM_{2.5}) and sulfur oxides (SO_x) will be estimated with the California Emissions Estimator Model® (CalEEMod). Operational emissions, including those from project-generated traffic, will be estimated with the same software. Where significant impacts are identified, mitigation measures will be identified and discussed. Mitigation measures in the form of land use and energy policies and best management practices will be recommended to reduce or avoid potential project specific or cumulative impacts on air quality. Where possible, the effectiveness of the mitigation measures will be quantified, and the significance of the project impacts with mitigation will be reevaluated and compared to the significance thresholds. The GHG analysis will obtain information necessary to evaluate the two significance criteria prescribed in Appendix G of the CEQA Guidelines. One criterion requires estimation of the GHG emissions by the project, and the other evaluates the project's consistency with GHG reduction policies and programs.

The emissions estimation portion of the analysis will include the following:

- Using CalEEMod, calculate annual emissions of the principal GHGs (carbon dioxide, methane, and nitrous oxide) and carbon dioxide equivalent (CO₂e) during construction.
- Following SCAQMD guidance, “amortize” construction emissions over 30 years of project operations.
- Review the traffic impact analysis prepared for the project to determine whether there would be an increase in vehicle miles traveled (VMT) and/or a change in traffic volumes and speeds due to the project.
- Use the ARB's EMFAC2017 software to estimate annual traffic related GHG emissions without and with the project. These emissions will be combined with the annual amortized construction emissions to determine annual GHG emissions.
- Propose, with input from the City, quantitative or semi-quantitative thresholds of significance for GHG emissions for use in this analysis.
- Recommend mitigation measures, as needed, for GHG emissions from the project.

The second portion of analysis will include a review of applicable GHG emissions reduction policies and plans to determine whether the project would conflict with those plans. Consultant's approach will be to examine General Plan provisions that prescribe or enable GHG emissions control. Consultant will also determine whether the project would be designed to comply with the provisions of the California Green Building Code, Title 24, Part 11 of the California Code of Regulations or would otherwise incorporate measures to minimize energy use. These project features would assist the City in meeting its GHG emission reduction targets.

Task 2.c – Cultural Resources - AB 52: Consultant will prepare a Cultural Resource Assessment with a Phase I Records Search for a one-mile radius of the project site. The Native American Heritage Commission (NAHC) would be contacted to request a search to identify Sacred Lands and cultural significant sites, if any, and obtain a list of Native American tribes, organizations and interested individuals that should be contacted to provide information on culturally important sites within the one-half mile Area of Potential Effect (APE). Prehistoric and historic archaeological literature and record reviews would include prior Environmental Impact Reports (EIRs), cultural technical reports, site records, previous assessments, research designs, monitoring programs, and related cultural documentation to identify cultural resources within the APE. Records would be reviewed at the California Historical Information Systems (CHRIS) center in Fullerton, CA. A pedestrian survey of the project site following standard professional archaeological procedures would be conducted to determine if cultural resources are present on the surface and identify areas with a high possibility of containing subsurface cultural resources. Artifacts, features, sites, and structures greater than 50-years of age would be photographed and recorded. Based on these data, a Phase I Cultural Resource Survey Report would be prepared to: (1) document research methodology and findings, (2) provide recommendations for avoidance or preservation of cultural resources that may be encountered during construction or other project activities, and (3) provide mitigation measures to protect and preserve cultural resource if avoidance is not feasible in compliance with CEQA and local standards. A site record and/or site record update would be completed and submitted to appropriate agencies upon completion of the field survey. The Phase I Cultural Report would be provided as an appendix to the IS/MND.

Task 2.d – Noise Impact Assessment: Consultant will prepare a noise impact assessment that will form the basis of the noise section of the CEQA compliance document. The noise assessment will document ambient noise levels experienced along studied roadway segments and at the property lines of any existing sensitive receivers near the project site (i.e., existing church and single-family residential units. It will estimate noise levels with project operation and existing sources of literature documenting stationary sources. Ambient noise levels will be documented using a Quest Technologies, SoundPro, DL-1-1/3 noise meter that meets the standards outlined in ANSI S1.13-1995 (American National Standard Measurement of Sound Pressure Levels in Air). Noise levels generated by construction activities will be calculated. Consultant has substantial experience with calculating noise levels, including demolition and site preparation, excavation, and building construction. Estimated construction noise levels will be compared to the City's General Plan Noise Element, and the Municipal Code to determine whether significant impacts would occur. Using noise prediction modeling, Consultant will determine the potential for the project to cause a substantial permanent noise increases above levels without the project at the property line. Predicted noise levels will be compared to adopted thresholds and goals, policies, and objectives from the City's General Plan and conclusions will be drawn as to whether any potential increase would represent a significant acoustical impact requiring mitigation. Noise levels generated by onsite uses, machinery during construction, construction delivery trucks, landscape equipment, will also be discussed and compared to adopted standards. Mitigation will be proposed for all significant noise impacts. Use of heavy earthmoving equipment during construction can generate enough

vibration to adversely affect nearby receivers. Consultant will perform a vibration screening analysis, using methods and reference vibration levels from the Federal Transit Administration's Transit Noise and Vibration Impact Assessment Manual (2018) to determine whether construction vibration would be high enough to damage structures or cause annoyance to sensitive receivers.

Task 2.e – VMT Analysis: According to the City of South Pasadena's Traffic Impact Analysis (TIA) Guidelines, June/July 2020, this type of project is identified as having the presumption of a less than significant impact; therefore, a full traffic analysis would not be required, and a trip generation memo will be considered sufficient unless the City has specific concerns related to project access and interaction with adjacent intersections. Based on a preliminary evaluation, the project is expected to generate less than 50 peak hour trips. Hence the traffic consultant will provide a trip generation memorandum letter that concludes that the proposed project is exempt from a full level of service (LOS) analysis based on the adopted guidelines from the City of South Pasadena. Additionally, based on a preliminary evaluation of the Los Angeles County area, the SCAG model, the project is expected to qualify for Low VMT Area Screening and would be considered to have a less than significant impact without the need for mitigation or detailed VMT modeling.

Task 2.f – Arborist Report: Review and summarize relevant provisions of the City of South Pasadena Municipal Code and develop significance criteria under CEQA. Prepare report with background information on city regulations, study methods, on-site field survey and conclusions. The report would include an inventory of all heritage, significant and specimen trees on-site, individual trunk diameter measurements, height, canopy dimensions, health and visual ratings, pertinent comments, photographs, and a tree map for the project. After one set of review comments from the City, Consultant will revise and finalize the report.

Task 2 Deliverables: One (1) electronic copy in PDF and MS Word format of all Task 2 Technical Reports.

Task 3 – Administrative Draft Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program:

Task 3.a – Administrative Draft Initial Study: Consultant will prepare an IS pursuant to the requirements of CEQA §21080 and §15060 through §15065 of the CEQA Guidelines. Technical analysis will be conducted for different environmental resource areas, as needed, and well supported responses for all questions listed in CEQA Appendix G will be provided. Environmental Topical Areas include: Aesthetics, Greenhouse Gas Emissions, Population/Housing, Agriculture and Forestry Resources, Hazards & Hazardous Materials, Public Services, Air Quality, Hydrology/Water Quality, Recreation, Biological Resources, Land Use/Planning, Transportation/Traffic, Cultural Resources, Mineral Resources, Tribal Cultural Resources, Geology/Soils, Noise, Utilities/Service Systems, Energy, Mandatory Finding of Significance, and Wildfire. The information developed in the IS will serve as substantial evidence that supports a preliminary conclusion that: (1) the project would not

produce a significant effect on the environment, and a Negative Declaration (ND) may be issued, or (2) the project would not produce a significant effect on the environment provided that certain mitigation measures are implemented, and a Mitigated Negative Declaration (MND) may be issued, or (3) an Environmental Impact Report (EIR) should be prepared. Should the City determine that, based on the Initial Study, there is no substantial evidence that the project would cause a significant effect on the environment, or that certain measures would avoid or mitigate potentially significant effects to a level of insignificance, Consultant would prepare a Mitigated Negative Declaration (MND) for the project.

Task 3.b – Administrative Draft MND and Draft MMRP: Consultant will use the Initial Study as the basis for preparation of the administrative draft MND. Mitigation measures would be selected to avoid or reduce potential environmental impacts to less than significant levels, where feasible. Consultant will also prepare a draft MMRP pursuant to CEQA Guidelines § 15097. The MMRP will specify: (1) the responsibility for implementation; (2) the timing for implementation; (3) the mechanisms of monitoring activities, including the frequency, contact and format for reporting requirements; and (4) the content, requirements, and ultimate disposition of a Final MMRP. Consultant will submit the administrative draft IS/MND and MMRP to City staff for review and comment.

Task 3 Deliverables: One electronic copy each in MS Word and Adobe Acrobat PDF format of the Administrative Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

Task 4 – Public Draft Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program:

Task 4.a – Public Draft IS/MND and MMRP: After receipt of the City’s comments on the administrative draft IS/MND and MMRP, Consultant will revise the administrative Draft IS/MND and MMRP. Based on the comments received, Consultant will resubmit the Draft IS/MND to the City as the Public Draft IS/MND. After City’s review and approval, Consultant will finalize the Draft IS/MND for print and public circulation. Please note that it is anticipated that there will be two (2) rounds of comments between City staff, other consultants, and Consultant relating to the Draft and Final Initial Study.

Task 4 Deliverables: One electronic copy in MS Word format of the Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

Task 5 – Public and Agency Review:

Task 5.a – Public and Agency Review of Draft IS/MND: This task facilitates efforts to be undertaken to post, file and circulate the Draft IS/MND. Distribution will occur in accordance with a list to be provided by City staff. Consultant will prepare a master copy of the Draft IS/MND for reproduction. Consultant will coordinate the production of copies for public distribution and deliver the environmental document (IS/MND) to the State Clearinghouse. The budget for this scope of work includes the payment of any required

fees and assumes the reimbursement of fees by the City. This Task will be completed via the work efforts identified below.

- Consultant will secure a distribution list from City Staff and subject it to review to make certain that it includes all applicable Local, Responsible and Trustee agencies defined in CEQA Guidelines § 15381 and § 15386.
- Consultant will prepare and distribute a Notice of Completion (NOC) which will also serve as the environmental document transmittal form to all recipients of the NOI, public Draft IS/MND, and Draft MMRP.
- Consultant will prepare and distribute a Notice of Intent to Adopt (NOI) to the County Clerk and State Clearinghouse to announce the 30-day public review period as required by Public Resources Code § 21091(b) and CEQA Guidelines § 15073(a). Consultant will send the NOI by certified mail or Federal Express to verify receipt. The NOI, Draft Initial Study/Mitigated Negative Declaration and Draft MMRP will be filed electronically with the State Clearinghouse along with the Notice of Completion.
- Consultant will mail up to 25 required notices to affected agencies and interested persons or stakeholders. Mailings will be via US mail.
- Consultant will also send via certified mail all noticing to Native American Tribes. The proof of deliveries will be assembled and provided to the City to document compliance. The NOI will indicate the final day for accepting written comments.
- Consultant will also have the Notice of Intent (NOI) posted in a local newspaper of general circulation.

Task 5 Deliverables: One electronic copy each in MS Word and Adobe Acrobat PDF format of the Notice of Completion, Notice of Intent to Adopt, Final Distribution List, verifications of document delivery/receipt and filing fee payment receipts.

Task 6 – Final IS/MND/MMRP/Public Hearings/NOD:

Task 6.a – Response to Comments: Consultant will prepare responses to environmental comments received on the Draft IS/MND. Upon receipt of comments on the IS/MND during the 30-day review period, Consultant would review the content of the letters to determine the nature and extent of the response to comments (RTCs) effort. This scope of work assumes Consultant will prepare responses for up to twenty separate environmental comments (not comment letters) received on the Draft IS/MND. The RTCs would be provided to the City and after receiving one set of consolidated comments from the City, the RTCs would be finalized. Responding to over 20 separate comments in the Response to Comments document would be compensated for in accordance with the terms and conditions contained in the Fee Schedule.

Task 6.b – Final IS/MND/MMRP: Consultant will prepare the final IS/MND that will include revisions to the Draft IS/MND based on comments received. If required, Consultant will assist the City in soliciting and incorporating the views of Responsible and Trustee Agencies regarding the scope and appropriateness of the monitoring and reporting program and finalize the MMRP.

Task 6.c – Public Hearing Attendance (2): Consultant will attend one Planning Commission and one City Council public hearing for the proposed project to answer questions regarding the environmental document and impact analyses. If required, Consultant, in cooperation with City staff, shall prepare any materials that would be required and will participate at such meetings to the extent determined appropriate. Should environmental issues arise at those hearings requiring additional investigation(s) beyond the scope of this proposal, v will provide the City with specific recommendations concerning an appropriate response(s) and, following the City’s authorization to proceed, will undertake the preparation of any additional studies that may be required because of determination by the City. Attendance at additional public hearings beyond the two identified above would be compensated for in accordance with the terms and conditions contained in the Fee Schedule.

Task 6.d – Notice of Determination: Consultant will prepare the project Notice of Determination (NOD) and post it after the City has certified the Final IS/MND. Consultant’s staff will post the NOD with the Office of the County Clerk – Los Angeles County within two days of the approval of the Final MND. The payment of Los Angeles County Clerk filing fees (\$75) necessary to file the NOD with the County Clerk and the filing fees for the 2022 California Department of Fish and Wildlife (CDFW) in the amount of \$2,764.00 will be paid directly by Consultant and be reimbursed by the City. A copy of the NOD will also be sent electronically to the State Clearinghouse (OPR) for its file.

Task 6 Deliverables: One electronic copy each in MS Word and Adobe Acrobat PDF format of the Draft Response to Comments. One electronic copy in MS Word format of the Final Response to Comments, and Final IS/MND including the Final MMRP. One electronic copy each in MS Word and Adobe Acrobat PDF format of the Notice of Determination.

- 3. TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

Betsy A. Lindsay
UltraSystems Environmental, Inc.
16431 Scientific Way
Irvine, CA 92618
Telephone: (949) 788-4900

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

All scope items listed in this task order shall be completed within seven (7) months from the execution of this task order.

Estimated Task Milestone Schedule:

Task No.	Task Name	Task Duration (Weeks)	Cumulative Duration (Weeks)
1	Project Initiation, Project Management, Project Description	3	3
2	Prepare Technical Studies	6	7
3	Draft Initial Study and Mitigated Negative Declaration	4	9
	30 Day Public Review Period	4.5	14
4	Response to Comments and Final IS/MND	3	16
5	Public and Agency Review	1	17
6	Public Hearings	TBD	TBD

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **Eighty-six thousand, two-hundred-and-ninety-eight dollars (\$86,298)**, including a \$82,188.80 fee, based on the rates in the Fee Schedule set forth below, and a 5% contingency of \$4,109.20. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1 of 3: Ultrasystems Tasks and Assigned Personnel with Hourly Rates (\$ / hr) – with Other Fees

Task	Project Director \$185.00	Senior Project Manager \$165.00	Senior Principal Engineer \$175.00	Scientist/Engineer \$150.00	Senior Planner \$125.00	Additional Personnel (See Table 2)	Other Costs (See Table 3)	Fee
1.a	1 hr \$185.00	1 hr \$165.00	-	-	-	-	-	2 hrs \$350.00
1.b	4 hrs \$740.00	8 hrs \$1,320.00	-	-	4 hrs \$500.00	1 hr \$75.00	-	17 hrs \$2,635.00
1.c	1 hr \$185.00	8 hrs \$1,320.00	-	-	12 hrs \$1,500.00	26 hrs \$2,880.00	-	47 hrs \$5,885.00
2.a	-	4 hrs \$660.00	2 hrs \$350.00	-	4 hrs \$500.00	6 hrs \$700.00	-	16 hrs \$2,210.00
2.b	-	2 hrs \$330.00	16 hrs \$2,800.00	12 hrs \$1,800.00	-	6 hrs \$590.00	\$165.00	36 hrs \$5,685.00
2.c	-	2 hrs \$330.00	-	-	-	36 hrs \$4,450.00	\$715.00	38 hrs \$5,495.00
2.d	-	2 hrs \$330.00	16 hrs \$2,800.00	8 hrs \$1,200.00	-	8 hrs \$810.00	\$230.50	34 hrs \$5,370.50
2.e	-	-	-	-	4 hrs \$500.00	2 hrs \$150.00	\$6,600.00	6 hrs \$7,250.00
2.f	-	2 hrs \$330.00	-	-	-	54 hrs \$6,390.00	\$65.50	56 hrs \$6,785.50
3.a	4 hrs \$740.00	32 hrs \$5,280.00	-	-	24 hrs \$3,000.00	66 hrs \$7,290.00	-	126 hrs \$16,310.00
3.b	1 hr \$185.00	4 hrs \$660.00	-	-	-	6 hrs \$630.00	-	11 hrs \$1,475.00
4.a	1 hr \$185.00	4 hrs \$660.00	-	2 hrs \$300.00	4 hrs \$500.00	16 hrs \$1,705.00	\$731.50	27 hrs \$4,081.50
5.a	1 hr \$185.00	2 hrs \$330.00	-	-	2 hrs \$250.00	12 hrs \$1,220.00	\$82.50	17 hrs \$2,067.50
6.a	1 hr \$185.00	8 hrs \$1,320.00	2 hrs \$350.00	2 hrs \$300.00	12 hrs \$1,500.00	16 hrs \$1,740.00	\$192.50	41 hrs \$5,587.50
6.b	1 hr \$185.00	4 hrs \$660.00	1 hr \$175.00	1 hr \$150.00	-	26 hrs \$2,910.00	-	33 hrs \$4,080.00
6.c	8 hrs \$1,480.00	8 hrs \$1,320.00	-	-	-	4 hrs \$300.00	\$65.50	20 hrs \$3,165.50
6.d	-	1 hr \$165.00	-	-	2 hrs \$250.00	4 hrs \$390.00	\$2,950.80	7 hrs \$3,755.80
Total	23 hrs \$4,255.00	92 hrs \$15,180.00	37 hrs \$6,475.00	25 hrs \$3,750.00	68 hrs \$8,500.00	285 hrs \$32,230	\$11,798.80	\$82,188.80

Table 2 of 3: Ultrasystems Tasks and Assigned Personnel with Hourly Rates (\$ / hr)

Task	Associate Planner \$120.00	Planner/ Environ. Analyst \$110.00	Senior Biologist II \$130.00	Senior Biologist I \$125.00	Cultural Specialist \$135.00	Archaeologist \$120.00	Senior GIS Analyst \$110.00	Word Processor \$75.00	Fee
1.a	-	-	-	-	-	-	-	-	-
1.b	-	-	-	-	-	-	-	1 hr \$75.00	1 hr \$75.00
1.c	16 hrs \$1,920.00	-	-	-	-	-	6 hrs \$660.00	4 hrs \$300.00	26 hrs \$2,880.00
2.a	4 hrs \$480.00	-	-	-	-	-	2 hrs \$220.00	-	6 hrs \$700.00
2.b	-	-	-	-	-	-	4 hrs \$440.00	2 hrs \$150.00	6 hrs \$590.00
2.c	-	-	-	-	16 hrs \$2,160.00	16 hrs \$1,920.00	2 hrs \$220.00	2 hrs \$150.00	36 hrs \$4,450.00
2.d	-	4 hrs \$440.00	-	-	-	-	2 hrs \$220.00	2 hrs \$150.00	8 hrs \$810.00
2.e	-	-	-	-	-	-	-	2 hrs \$150.00	2 hrs \$150.00
2.f	-	-	12 hrs \$1,560.00	28 hrs \$3,500.00	-	-	8 hrs \$880.00	6 hrs \$450.00	54 hrs \$6,390.00
3.a	24 hrs \$2,880.00	24 hrs \$2,640.00	-	-	-	-	12 hrs \$1,320.00	6 hrs \$450.00	66 hrs \$7,290.00
3.b	4 hrs \$480.00	-	-	-	-	-	-	2 hrs \$150.00	6 hrs \$630.00
4.a	6 hrs \$720.00	4 hrs \$440.00	-	-	1 hr \$135.00	-	1 hr \$110.00	4 hrs \$300.00	16 hrs \$1,705.00
5.a	4 hrs \$480.00	4 hrs \$440.00	-	-	-	-	-	4 hrs \$300.00	12 hrs \$1,220.00
6.a	12 hrs \$1,440.00	-	-	-	-	-	-	4 hrs \$300.00	16 hrs \$1,740.00
6.b	12 hrs \$1,440.00	12 hrs \$1,320.00	-	-	-	-	-	2 hrs \$150.00	26 hrs \$2,910.00
6.c	-	-	-	-	-	-	-	4 hrs \$300.00	4 hrs \$300.00
6.d	2 hrs \$240.00	-	-	-	-	-	-	2 hrs \$150.00	4 hrs \$390.00
Total	84 hrs \$10,080.00	48 hrs \$5,280.00	12 hrs \$1,560.00	28 hrs \$3,500.00	17 hrs \$2,295.00	16 hrs \$1,920.00	37 hrs \$4,070.00	47 hrs \$3,525.00	\$32,230.00

Table 3 of 3: Ultrasystems and RK Engineering Group (Subconsultant) Tasks with Rates and Other Costs					
Task	Vehicle Travel \$0.655 / mile	VMT Analysis By RK Engineering Group (Subconsultant)	Subconsultant Markup 10%	Costs for Reports, Postage, Digital Media, Record Searches, Cony Clerk Posting, and California Department of Fish and Wildlife (CDFW) Fees (including 10% Markup)	Fee
2.b	-	-	-	\$165.00 (Equipment)	\$165.00
2.c	-	-	-	\$715.00 (Equipment and Cultural & Paleo Record Searches through the CHRIS Center and the LA Museum)	\$715.00
2.d	100 miles \$65.50	-	-	\$165.00 (Equipment)	\$230.50
2.e	-	\$6,000.00	\$600.00	-	\$6,600.00
2.f	100 miles \$65.50	-	-	-	\$65.50
4.a	-	-	-	\$731.50 (Reports & Postage)	\$731.50
5.a	-	-	-	\$82.50 (County Clerk Posting)	\$82.50
6.a	-	-	-	\$192.50 (Reports & Digital Media)	\$192.50
6.c	100 miles \$65.50	-	-	-	\$65.50
6.d	100 miles \$65.50	-	-	\$2,885.30 (CDFW Fees)	\$2,950.80
Total	400 miles \$262.00	\$6,000.00	\$600.00	\$4,936.80	\$11,798.80

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

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

“City”
City of South Pasadena

“Consultant”
UltraSystems Environmental, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

ATTACHMENT 2

Task Order – Ninyo & Moore Huntington Drive Regional
Green Street Geotechnical Evaluation

TASK ORDER NO. NIMO9203-002

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-137)

This Task Order No. **NIMO9203-002** (“Task Order”) is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **Ninyo & Moore** ("Consultant").

RECITAL

- A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **October 11, 2022** by which the Consultant agreed to perform **Material Testing and Geotechnical Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

Huntington Drive Regional Green Street Geotechnical Evaluation

Conduct a geotechnical evaluation for the Huntington Drive Regional Green Street Stormwater Project, including performing subsurface exploration and percolation testing to evaluate the tunneling conditions for the water storage tunnel and to evaluate the infiltration characteristics of the subsurface soils beneath the tunnel invert elevation. Three small-diameter percolation tests will be performed for the proposed drywells with the depths of the infiltration test zone from approximately 40 to 70 feet below the ground surface. An additional boring will be performed to a depth up to approximately 95 feet below the ground surface, or 25 feet below the planned infiltration invert elevation, to measure the depth to groundwater and to characterize the soil through which the water will infiltrate. Services include performing continuous sampling for an approximately 20-foot interval in each boring to evaluate the soil conditions in the tunneling zone.

Task 1 – Project Coordination & Permit Acquisition:

Task 1.a – Project Coordination and Background Review: Project planning and coordination with the project team and City personnel for subsurface exploration.

Task 1.b – Permit Acquisition: Acquisition of a County of Los Angeles Environmental Health Department permit for drilling deeper than 10 feet below the ground surface. Acquiring an encroachment permit (fee waived) from the City of South Pasadena for drilling borings and installing temporary monitoring wells/percolation tests in the street right-of-way.

Task 2 – Site Work, Evaluation, & Subsurface Evaluation:

Task 2.a – Site Reconnaissance and Markout for Utility Clearance: Perform a site reconnaissance to observe the site conditions and to mark the proposed boring locations for utility clearance by Underground Services Alert for underground utility location.

Task 2.b – Subsurface Evaluation: Subsurface exploration consisting of the drilling, sampling, and logging of three small diameter hollow-stem-auger (HSA) borings with a truck-mounted drill rig. Two of the borings will be drilled to a depth of approximately 70 feet and will be converted into temporary monitoring wells for the percolation testing. The third boring will be drilled to a depth of up to approximately 95 feet deep (or until groundwater is encountered, whichever is shallower) and the lower approximately 25 feet of the boring will be backfilled with grout prior to converting the boring into a 70-foot-deep temporary monitoring well for percolation testing. The borings will be drilled to the planned depths, or refusal, whichever is shallower. To facilitate the percolation testing, a temporary well will be installed consisting of a 2-inch-diameter perforated polyvinyl-chloride (PVC) pipe surrounded by gravel. A representative from Ninyo & Moore will log the borings and obtain near surface bulk samples and relatively undisturbed soil samples at approximate 5-foot intervals. However, continuous sampling will be performed at the approximate depths of the tunneling zone. Soil cuttings from the borings will be drummed and disposed of off-site. Provide traffic control services during drilling, percolation testing, and borehole backfill, as required by the encroachment permit conditions.

Task 2.c – Infiltration Testing: Percolation testing will be performed in the borings in general accordance with Los Angeles County guidelines using the small diameter boring infiltration test method. A water truck will be provided for the percolation testing. The percolation testing will include pre-soaking followed by percolation testing over a period of 3 to 6 hours. Depending on the percolation rate, either a falling head or constant head test will be performed. Percolation rates will be measured at intervals of approximately 10 to 30 minutes depending on the soil conditions and rate of infiltration.

Task 2.d – Infiltration Test Well Abandonment: Following percolation testing, the drill rig will be re-mobilized to remove the temporary wells and to backfill the percolation test holes with grout, per permitting requirements. Provide traffic control services during drilling, percolation testing, and borehole backfill, as required by the encroachment permit conditions.

Task 3 – Laboratory Analyses:

Task 3.a – Laboratory Analyses: Geotechnical laboratory testing of selected samples to evaluate in-situ moisture content and dry density, gradation, Atterberg limits, direct shear strength, and soil corrosivity, as appropriate.

Task 4 – Analysis & Reporting:

Task 4.a – Data Compilation and Analysis: Data compilation and engineering analysis of the information obtained from background review, subsurface evaluation, and laboratory testing will be completed. Engineering analysis and recommendations will include:

- Suitability of the site for the proposed construction from a geotechnical perspective.
- Anticipated soil and geologic conditions and potential geologic hazards at the site.
- Evaluation of the site seismicity, including anticipated ground accelerations and 2022 California Building Code seismic design coefficients, if needed.
- Evaluation of the depth to groundwater and potential impacts to the project based on exploratory borings and readily available groundwater data.
- Evaluation of infiltration rates and suitability of the on-site soils for drywell infiltration.
- Site excavation characteristics including potential for difficult excavations, such as caving and the presence of over-size material (i.e., cobbles and boulders).
- General earthwork and grading considerations, including compaction requirements and suitability of on-site material for use as fill/trench backfill.
- Analysis of the temporary stability of excavations and shoring pressures, including allowable lateral earth pressures and allowable passive pressures.
- Lateral earth pressures for trenchless construction methods and tunneling considerations, including material types, behavior characteristics and groundwater conditions.
- Evaluation of settlement potential for diversion structures or vaults and appropriate site preparation, including remedial excavation and recompaction.
- Evaluation of suitable foundation types including shallow footing foundations with allowable bearing capacities, friction coefficients, and allowable passive pressures.
- Evaluation of the corrosion potential of the site soils and the appropriate type of concrete to be used during construction.

Task 4.b – Draft Report Preparation: Preparation of a “Draft” Geotechnical Evaluation Report presenting findings, conclusions, and recommendations pertaining to the proposed improvements.

Task 4.c – Response to Review Comments and Final Report Preparation: Following receipt of review comments, Consultant will prepare a final signed and stamped geotechnical evaluation report that incorporates revisions based on comments received. Consultant will review and respond to one round of review comments.

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

**Garreth Saiki
Ninyo & Moore
475 Goddard, Suite 200
Irvine, CA 92618
Telephone: (949) 753-7070**

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

All scope items listed in this task order shall be completed within three (3) months from the execution of this task order.

Field work is expected to begin approximately two weeks after receipt of the permits and laboratory testing is expected to be completed approximately three weeks after the field work is completed. Report will be issued approximately three weeks after the laboratory testing is completed. Preliminary design parameters can be provided upon completion of the laboratory testing upon request.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **One-hundred-and-sixteen thousand, nine-hundred-and-fifty-two dollars (\$116,952)**, including a \$113,545.00 fee, based on the rates in the Fee Schedule set forth below, and a 3% contingency of \$3,407.00. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1 of 2: Ninyo & Moore Tasks and Assigned Personnel with Hourly Rates (\$ / hr) – with Other Fees								
Task	Principal Engineer/ Geologist/ Environmental Scientist \$210.00	Senior Project Engineer/ Geologist/ Environmental Scientist \$195.00	Senior Staff Engineer/ Geologist/ Environmental Scientist \$170.00	Technical Illustrator /CAD Operator \$110.00	Data Processor \$75.00	Site/Field Work Costs (See Table 2)	Site/Field Work Costs & Other Costs (See Table 3)	Fee
1.a	2 hrs \$420.00	4 hrs \$780.00	6 hrs \$1,020.00	-	-	-	-	12 hrs \$2,220.00
1.b	-	2 hrs \$390.00	4 hrs \$680.00	-	-	-	\$150.00	6 hrs \$1,220.00
2.a	-	-	4 hrs \$680.00	-	-	\$60.00	-	\$740.00
2.b	-	-	28 hrs \$4,760.00	-	-	\$31,675.00	\$6,000.00	\$42,435.00
2.c	-	-	24 hrs \$4,080.00	-	-	\$7,560.00	\$7,860.00	\$19,500.00
2.d	-	-	18 hrs \$3,060.00	-	-	\$24,320.00	-	\$27,380.00
3.a	-	-	-	-	-	-	\$4,550.00	\$4,550.00
4.a	8 hrs \$1,680.00	14 hrs \$2,730.00	14 hrs \$2,380.00	-	-	-	-	36 hrs \$6,790.00
4.b	6 hrs \$1,260.00	12 hrs \$2,340.00	12 hrs \$2,040.00	6 hrs \$660.00	6 hrs \$450.00	-	-	42 hrs \$6,750.00
4.c	2 hrs \$420.00	6 hrs \$1,170.00	-	2 hrs \$220.00	2 hrs \$150.00	-	-	12 hrs \$1,960.00
Total	18 hrs \$3,780.00	38 hrs \$7,410.00	110 hrs \$18,700.00	8 hrs \$880.00	8 hrs \$600.00	\$63,615.00	\$18,560.00	TOTAL \$113,545.00

Table 2 of 3: Ninyo & Moore and Subcontractor Tasks & Site/Field Equipment & Services with Rates								
Task	Field Vehicle and Equipment Usage	Hollow-Stem-Auger (HAS) Truck Drill Rig + Mob/Demob (Subcontractor at Prevailing Wage)	Drill Rig Support Vehicle per day	Grout Backfill	Soil Drum (\$130/drum) & Drum Disposal (\$195/drum)	Analytical Testing for Soil Disposal per sample	Traffic Control per day	Fee
	\$15.00 /hr	\$490.00 /hr	\$575.00 /d	\$18.00 /ft	\$325.00 /dm	\$300.00 /s	\$2,400 /d	
2.a	4 hrs \$60.00	-	-	-	-	-	-	4 hrs \$60.00
2.b	28 hrs \$420.00	24 hrs + 4 hrs \$13,720.00	3 days \$1,725.00	120 feet \$2,160.00	18 drums \$5,850.00	2 samples \$600.00	3 days \$7,200.00	\$31,675.00
2.c	24 hrs \$360.00	-	-	-	-	-	3 days \$7,200.00	\$7,560.00
2.d	18 hrs \$270.00	16 hrs + 2 hrs \$8,820.00	2 days \$1,150.00	210 feet \$3,780.00	16 drums \$5,200.00	1 sample \$300.00	2 days \$4,800.00	\$24,320.00
Total	74 hrs \$1,110.00	46 hrs \$22,540.00	6 days \$2,875.00	330 feet \$5,940.00	40 drums \$11,050.00	3 samples \$900.00	8 days \$19,200.00	\$63,615.00

Table 3 of 3: Ninyo & Moore Tasks and Site/Field Equipment & Services with Rates and Other Fees							
Task	Water Truck per day	Sensors and Data Logger Usage	Permit Fees (Groundwater)	Temporary Percolation Test Well Supplies	Water Supply	Laboratory Analyses *	Fee
	\$2,100 /dy	\$40.00 /hr					
1.b	-	-	\$150.00	-	-	-	\$150.00
2.b	-	-	-	\$6,000.00	-	-	\$6,000.00
2.c	3 days \$6,300.00	24 hrs \$960.00	-	-	\$600.00	-	\$7,860.00
3.a	-	-	-	-	-	\$4,550.00 *	\$4,550.00
Total	3 days \$6,300.00	24 hrs \$960.00	\$150.00	\$6,000.00	\$600.00	\$4,550.00	\$18,560.00
* Laboratory Analyses tests may include moisture and dry density, sieve analysis, Atterberg limits, shear strength, consolidation, and corrosivity, as appropriate.							

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

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

“City”
City of South Pasadena

“Consultant”
Ninyo & Moore

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

ATTACHMENT 3

Task Order – SEITec, Inc. Huntington Drive Regional Green
Street SCWP Funding Application & Preliminary Design
Report

TASK ORDER NO. SEITECIN-005

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-109)

This Task Order No. **SEITECIN-005** (“Task Order”) is made and entered into by and between the City of South Pasadena, a municipal corporation (“City”), and **SEITec, Inc.** (“Consultant”).

RECITAL

- A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **September 26, 2022** by which the Consultant agreed to perform **Stormwater, Flood Plain, and Hydrogeological Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

Huntington Drive Regional Green Street SCWP Funding Application & Preliminary Design Report

Revise the 2022-2023 project feasibility study and Safe Clean Water Program (SCWP) for the Huntington Drive Regional Green Street Best Management Practice (BMP) Project grant funding application to include geotechnical and environmental study/report findings, and supporting preliminary design report, including 30%-complete plan and profile drawings and details, technical specifications for the final alignment, and information related to the selected construction/installation technology.

Task 001 – SCWP Feasibility Study & Funding Application:

Task 001.a – Revision of Project Configuration: Review updates to the geotechnical and environmental study/report findings evaluate the potential impact of the updated depth of groundwater and infiltration rate on the project effectiveness as a detention/infiltration/reuse BMP. Develop alternative project BMP configurations for further evaluation via hydrology/hydraulic modeling.

Task 001.b – Hydraulic Modeling: Prepare hydrological and hydraulic models and modeling a related to the reconfigured BMP alternatives. Evaluate alternatives based on the results of the hydrologic and hydraulic modeling considering project benefits, costs, and the SCWP application scoring, and identify the preferred BMP alternative as a result.

Task 001.c – SCWP Project Feasibility Study and Grant Application Documents: Prepare and Revise the SCWP Project Feasibility Study and Grant Application Documents, including the project description for the preferred BMP alternative, concept plans and

specifications, hydrology technical memorandum, cost estimate, Operations & Maintenance Plan, project illustrative summary, project presentation, and the SCWP Funding Application.

Task 002 – Preliminary Design Report (PDR):

Task 002.a – Design Survey: Prepare background/baseline drawings with an aerial survey and topographic mapping. Conduct field survey to map features as necessary to complete the survey. Prepare 1" = 20' scale topographic survey drawings of the project area along Huntington Drive as defined by the Task 001 between approximately Marengo Avenue and Wayne Avenue, obtaining sufficient horizontal and vertical data on existing site conditions for civil design purposes.

Task 002.b – Geotechnical Evaluation Technical Assistance: Provide technical support for the Geotechnical Evaluation (performed by separate consultant and task order), including scope of work and geotechnical report technical advisement.

Task 002.c – Environmental Study Technical Assistance: Provide technical support for the Environmental Study (performed by separate consultant and task order), including scope of work and environmental study technical advisement.

Task 002.d – Baseline Drawings: Prepare the preliminary design report plan baseline drawings, including the identification and location marking of existing utilities on the topographic survey drawings based on existing data, submittal of drawings to the City and other utility agencies to confirm the accuracy of the utility locations, preparation of right-of-way and property plan for the project area, preparation of soils classification map for the project area, and preparation of a base map of the project area that includes utilities, right-of-way and soils information.

Task 002.e – Construction Technology Evaluation: Conduct an evaluation of the tunnel construction technology to be utilized in the project, identifying potentially viable technologies by evaluating least/most likely alternatives based on criteria established by the City and findings of the geotechnical evaluation, environmental study, design survey, and hydrological and hydrology modeling.

Task 002.f – Establish Tunnel Horizontal and Vertical Alignments: Evaluate findings of the geotechnical evaluation, environmental study, design survey, and hydrological and hydrology modeling to refine the 2022-2023 SCWP applicant horizontal alignment, including consideration of locations and depths of major utilities, future access to the tunnel for maintenance, public right-of-way location, the impact of shafts and lay-down areas on traffic, infrastructure projects, and the community in general, and other factors as determined. Establish the tunnel vertical alignment considering the vertical alignments of the existing storm drains to be diverted to the tunnel, depths of major utilities, selected tunnel construction technology, soil profile and geotechnical characteristics, and other factors as determined. Investigate profiles corresponding to the possible alignments and prepare short-list of alignments for further evaluation, prepare conceptual layout drawings

of the short-listed alignments, examine and evaluate short-listed alignments, and finalize the alignments. Review results and recommendations of the geotechnical investigations and prepare technical specifications for the tunnel based on the selected technology. Consultant shall assist in the facilitation of Workshop #1 to facilitate community input and outreach on the tunnel alignment.

Task 002.g – Preliminary Design Plans: Complete preliminary design consisting of 30%-complete plan and profile drawings and details, and technical specifications corresponding to the final alignment and selected construction technology including a Title Sheet, Index Sheet, Survey, Soil Borings, Plan and Profiles, Diversion Structures, Dry Wells and Sumps, Diversion Structures Details, Tunnel Details, Connections Details, and Access Details. Consultant shall assist in the facilitation of Workshop #2 to facilitate community input and outreach on the design plans.

Task 002.h – Public Agency Coordination: Coordination including meetings and correspondence with the City of South Pasadena and the Los Angeles County Departments of Public Works and Public Health.

Task 002.i – Permitting: Identify project permit and their requirements for this project, including but not limited to City of South Pasadena Encroachment/Excavation, National Pollutant Discharge Elimination System (NPDES) Permit for ground water discharge, South Coast Air Quality Management District (SCAQMD) permit for portable generators, Occupational Safety and Health Administration (OSHA) permit for tunneling, County of Los Angeles Departments of Public Health and Public Works for stormwater use and storm drain connections.

Task 002.j – Preliminary Design Report: Prepare the project Preliminary Design Report, including 30%-complete plan and profile drawings and details, technical specifications for the final alignment, and information related to the selected construction/installation technology.

Task 003 – Project Management:

Task 003.a – Project/Task Management and Administration: Coordinate task execution and development of deliverables with City of South Pasadena, including formal monthly reporting on project budget and schedule, informal weekly project updates, quality assurance and quality control (QA/QC) for deliverables, and staff scheduling.

- 3. TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

Shahriar Eftekharzadeh
SEITec, Inc.
25500 Hawthorne Blvd., Suite 1170
Torrance, CA 90505
Telephone: (310) 375-0342
shahriar.eftekharzadeh@seitecinc.com

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

All scope items listed in this task order shall be completed within eight (8) months from the execution of this task order.

Estimated Task Completion Dates (based on December 11, 2023 Notice to Proceed):

Task 001.c Complete Feasibility Study:	April 30, 2024
Task 001.c Complete SCWP Application:	June 30, 2024
Task 002.a Complete Design Survey	January 15, 2024
Task 002.b Complete Geotechnical Work	February 15, 2024
Task 002.f Conduct Workshop #1: Tunnel Alignment	April 15, 2024
Task 002.g Conduct Workshop #2: Design Plans	June 1, 2024
Task 002.j Complete Draft PDR	July 20, 2024

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **One-hundred-and-thirty-two thousand, six-hundred-and-thirty-four dollars (\$132,634)**, including a \$126,318.14 fee, based on the rates in the Fee Schedule set forth below, and a 5% contingency of \$6,315.86. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1 of 2: SEITec Tasks and Assigned Personnel with Hourly Rates (\$ / hr)

Task	Project Manager/ Technical Lead \$193.88	Senior Engineer \$168.03	Staff Engineer \$90.48	CAD \$129.25	Admin Assistant \$77.25	Sub-consultant (See Table 2)	5% Sub Admin	Fee
001.a	5 hrs \$969.40	3 hrs \$504.09	12 hrs \$1,085.76	20 hrs \$2,585.00	-	-		40 hrs \$5,144.25
001.b	18 hrs \$3,489.84	6 hrs \$1,008.18	26 hrs \$2,352.48	-	-	-		50 hrs \$6,850.50
001.c	36 hrs \$6,979.68	8 hrs \$1,344.24	22 hrs \$1,990.56	20 hrs \$2,585.00	-	-		86 hrs \$12,899.48
002.a	1 hr \$193.88	1 hr \$168.03	4 hrs \$361.92	-	-	93 hrs \$15,055.00	\$752.75	99 hrs \$16,531.58
002.b	2 hrs \$387.76	1 hr \$168.03	4 hrs \$361.92	-	-	-	-	7 hrs \$917.71
002.c	8 hrs \$1,551.04	2 hrs \$336.06	16 hrs \$1,447.68	-	-	-	-	26 hrs \$3,334.78
002.d	4 hrs \$775.52	4 hrs \$672.12	8 hrs \$723.84	32 hrs \$4,136.00	-	-	-	48 hrs \$6,307.48
002.e	9 hrs \$1,744.92	5 hrs \$840.15	22 hrs \$1,990.56	-	-	-	-	36 hrs \$4,575.63
002.f	22 hrs \$4,265.36	10 hrs \$1,680.30	36 hrs \$3,257.28	40 hrs \$5,170.00	-	-	-	108 hrs \$14,372.94
002.g	13 hrs \$2,520.44	12 hrs \$2,016.36	44 hrs \$3,981.12	116 hrs \$14,993.00	-	-	-	185 hrs \$23,510.92
002.h	4 hrs \$775.52	2 hrs \$336.06	4 hrs \$361.92	8 hrs \$1,034.00	-	-	-	18 hrs \$2,507.50
002.i	4 hrs \$775.52	1 hr \$168.03	8 hrs \$723.84	-	2 hrs \$154.50	-	-	15 hrs \$1,821.89
002.j	40 hrs \$7,755.20	16 hrs \$2,688.48	40 hrs \$3,619.20	48 hrs \$6,204.00	20 hrs \$1,545.00	-	-	164 hrs \$21,811.88
003.a	20 hrs \$3,877.60	-	-	-	24 hrs \$1,854.00	-	-	44 hrs \$5,731.60
Total	186 hrs \$36,061.68	71 hrs \$11,930.13	246 hrs \$22,258.08	284 hrs \$36,707.00	46 hrs \$3,553.50	93 hrs \$15,055.00	\$752.75	926 hrs \$126,318.14

Table 2 of 2: Waber Consultants, Inc. (Subconsultant) Tasks and Assigned Personnel with Hourly Rates (\$ / hr)

Task	Principal \$195.00	Project Manager \$175.00	Senior Engineer \$150.00	Project Engineer \$145.00	CAD Technician \$95.00	Survey Manager \$140.00	3-Man Survey \$285.00	Fee
002.a1	2 hrs \$390.00	-	-	-	-	8 hrs \$1,120.00	24 hrs \$6,840.00	34 hrs \$8,350.00
002.a2	1 hr \$195.00	2 hrs \$350.00	8 hrs \$1,200.00	8 hrs \$1,160.00	40 hrs \$3,800.00	-	-	59 hrs \$6,705.00
Total	3 hrs \$585.00	2 hrs \$350.00	8 hrs \$1,200.00	8 hrs \$1,160.00	40 hrs \$3,800.00	8 hrs \$1,120.00	24 hrs \$6,840.00	93 hrs \$15,055.00

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

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

“City”
City of South Pasadena

“Consultant”
SEITec, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

ATTACHMENT 4

Master On-Call Professional Services Agreements with
UltraSystems Environmental, Inc., Ninyo & Moore, &
SEITec, Inc.

**MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Ninyo & Moore)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. “Commencement Date”: **October 11, 2023.**
- 3.6. “Termination Date”: **June 30, 2025.**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT’S DUTIES

- 6.1. **Services.** Consultant shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

- 6.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Randy Reichert** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Unauthorized Delay.** Consultant shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.
- 6.10. **Unforeseeable Delay.** Consultant shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and

without the fault or negligence of Consultant provided Consultant requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Consultant shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another consultant or contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of sub-consultants due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Consultant or its agents, servants, employees, officers, sub-consultants, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Consultant's control) shall not entitle Consultant to any additional compensation beyond the Maximum Amount. The sole recourse of Consultant shall be to seek an extension of time from the Agreement Administrator.

- 6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Consultant in an acceptable manner at its own expense. Defective work shall not entitle Consultant to any additional compensation beyond the Maximum Amount.
- 6.12. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.13. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement 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.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Subcontracting.** Consultant shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Consultant shall supervise all work subcontracted by Consultant in performing the Services and shall be responsible for all work performed by a sub-consultant as if Consultant itself had performed such work. The subcontracting of any work shall not relieve Consultant from any of its obligations under this Agreement with respect to any Task Order. Consultant is obligated to ensure that any and all sub-consultants performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.
- 7.4. **Identification in Fee Schedule.** All sub-consultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 7.5. **Compensation for Sub-consultants.** City shall pay Consultant for work performed by its sub-consultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all sub-consultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any sub-consultants.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over \$25,000 shall not be effective unless approved by the City Council.
- 8.2. **Retention.** City may retain up to 5% of each payment until project completion. Consultant may at its own expense substitute securities equivalent to the amount

withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Consultant, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Consultant.

- 8.3. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.4. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.
- 8.7. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.8. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, 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.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractor, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

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

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

13. INSURANCE

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

13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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

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

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

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the Consultant is performing any surveying, engineering, architectural, or other design work for the project, Consultant shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed \$50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City

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

If to Consultant

~~Randy Reichert~~ Garreth Saiki
Ninyo & Moore
475 Goddard, Suite 200
Irvine, California 92618
Telephone: (949) 753-7070

With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

16. SURVIVING COVENANTS

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

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage

fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or sub-consultant to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

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

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

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

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

"City"
City of South Pasadena

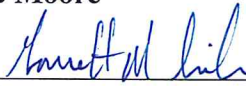
By: _____
Signature

Printed: _____

Title: _____

Date: _____

"Consultant"
Ninyo & Moore

By:  _____
Signature

Printed: Garreth Saiki

Title: Principal Engineer

Date: October 19, 2023

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

EXHIBIT A

“Scope of Services”

Consultant: Ninyo & Moore

Scope:

Material Testing and Geotechnical Engineering Services

- a. Perform sub-surface exploration and material testing in accordance with City standards and/or Caltrans standards for street, facility, and other capital improvements.
- b. Conduct geotechnical examinations of selected sites, based on data and observations collected from soil boring(s), including an evaluation of subsurface conditions, soil classification and relevant attributes (moisture content, compressive strength, etc.), settlement, bearing capacity / resistance, seismic considerations, and any other related concerns.
- c. Provide comprehensive geotechnical reports including calculations and analysis of the subsurface profile and its impact on the seismic stability and structural integrity of the reservoir.
- d. Perform building materials testing including welding on structural steel elements in accordance with current building standards and provide geotechnical services for all projects.
- e. Perform source inspection of miscellaneous items and fabricated products such as steel girders, concrete girders and welded sign structures used on the State highway system.
- f. Review material submittals for compliance with project specifications and applicable standards and regulations.
- g. Perform background review of sites based on published and unpublished groundwater and geologic information.
- h. Provide preliminary evaluation of seismic hazards and design parameters using fault maps and current building code.
- i. Provide field exploration including drilling, sampling, and logging of test borings.
- j. Perform geologic field mapping.
- k. Perform soil analysis, soil classification, and site-specific soil characterization.
- l. Provide recommendations on soil improvement.
- m. Perform ground water investigation and control.
- n. Provide design parameters for: Grading; Remedial measures; Shoring; Excavation; Backfill; Compaction; Slope stability; Soil bearing pressure; Foundation design, Lateral earth pressures for design of retaining walls; Groundwater dewatering

- o. Provide settlement evaluation and analyze potential for expansion
- p. Provide soil corrosivity testing and analysis, Evaluate imported earth materials to be used for fill
- q. Provide laboratory testing per City and Caltrans standards to determine maximum dry density and optimum moisture content for fill and backfill, and sand equivalent of all bedding material.
- r. Perform laboratory tests on pipe bedding material and aggregate base material to verify their compliance with the project specifications
- s. Evaluate over-excavation, backfill, and compaction procedures.
- t. Evaluate field procedures, progress, and testing results.
- u. Observe site grading and fill placements, including in-place soil density testing of compacted fill, optimum soil moisture density test and relative compaction per project specifications.
- v. Provide foundation engineering and inspection for structures; Inspect and evaluate earth-retaining structures and excavations.
- w. Perform sieve analysis; Determine R-value; Pavement inspection and testing including preparation of pavement structural section based upon laboratory R-value, sieve analysis, and sand equivalent testing;
- x. Perform concrete inspection and testing including air content and slump testing; Prepare standard test cylinders for concrete and provide laboratory compressive strength testing;
- y. Attend meetings throughout the duration of the project as needed to provide technical advice on issues, project schedule, cost control and other related matters.
- z. Prepare reports to include: description of field procedures, tabulation of daily field compaction test data, laboratory data, conclusions and recommendations. Provide reports bearing the Registered Professional Engineer Seal with the signature and license number of the geotechnical engineer responsible for preparation of the report.

EXHIBIT B
(Approved Fee Schedule)
Ninyo & Moore

Rates

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 210 per hour
Senior Engineer/Geologist/Environmental Scientist	\$ 200 per hour
Senior Project Engineer/Geologist/Environmental Scientist	\$ 195 per hour
Project Engineer/Geologist/Environmental Scientist	\$ 185 per hour
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 170 per hour
Staff Engineer/Geologist/Environmental Scientist	\$ 155 per hour
GIS Analyst	\$ 130 per hour
Technical Illustrator/CAD Operator	\$ 110 per hour

Field Staff

Certified Asbestos/Lead Technician	\$ 195 per hour
Field Operations Manager	\$ 130 per hour
Nondestructive Examination Technician (UT, MT, LP)	\$ 125 per hour
Supervisory Technician	\$ 120 per hour
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115 per hour
Senior Technician	\$ 110 per hour
Technician	\$ 110 per hour

Administrative Staff

Information Specialist	\$ 90 per hour
Geotechnical/Environmental/Laboratory Assistant	\$ 95 per hour
Data Processor	\$ 75 per hour

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190 per hour
Anchor Load Test Equipment (includes technician)	\$ 190 per hour
GPR Equipment	\$ 180 per hour
Inclinometer	\$ 100 per hour
Hand Auger Equipment	\$ 80 per hour
Rebar Locator (Pachometer)	\$ 25 per hour
Vapor Emission Kit	\$ 65 per kit
Nuclear Density Gauge	\$ 12 per hour
X-Ray Fluorescence	\$ 70 per hour
PID/FID	\$ 25 per hour
Air Sampling Pump	\$ 10 per hour
Field Vehicle	\$ 15 per hour
Expert Witness Testimony	\$ 450 per hour
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Note:

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays. Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanliness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Master On-Call Professional Services Agreement – Consultant Services

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EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

“City”
City of South Pasadena

“Consultant”
[COMPANY]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

**MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / SEITec, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. “Commencement Date”: **September 26, 2022.**
- 3.6. “Termination Date”: **June 30, 2025.**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT’S DUTIES

- 6.1. **Services.** Consultant shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

- 6.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Shahriar Eftekharzadeh** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.
- 6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in

the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

- 6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 6.12. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.13. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement 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.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.
- 7.4. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 7.5. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over \$25,000 shall not be effective unless approved by the City Council.

- 8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- 8.3. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.4. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.
- 8.7. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.8. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and

“maintenance” projects. Consultant shall defend, indemnify, and hold the City, 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.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

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

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

13. INSURANCE

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

- 13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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

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

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

- EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed \$50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City

H. Ted Gerber
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 460-6392
Facsimile: (626) 403-7241

If to Consultant

Shahriar Eftekhazadeh
SEITec, Inc.
25500 Hawthorne Blvd., Suite 1170
Torrance, CA 90505
Telephone: (310) 375-0342

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making

of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

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


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

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

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

“City”
City of South Pasadena

“Consultant”
SEITec, Inc.

By: 
Signature

By: 
Signature

Printed: Armine Chaparyan

Printed: Shahriar Eftekharzadeh


Title: City Manager

Title: Principal

Date: 11/8/2022

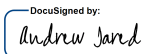
Date: 9/26/2022

Attest:

By: 
Desiree Jimenez, Chief City Clerk

Date: 11/8/2022

Approved as to form:

By: 
Andrew Jared, City Attorney

Date: 11/7/2022

EXHIBIT A

“Scope of Services”

Consultant: SEITec, Inc.

Sub-Consultants: URBAN WATER GROUP, Inc.; CORNERSTONE STUDIES, Inc.; GREEN PARTNERS, Inc.; HUSHMAND ASSOCIATES, Inc.; SPIRO LAND SURVEYING, Inc.; WABER CONSULTANTS Inc.; LEE AND RO; PAUL HANSEN ENGINEERING, LLC; MGE ENGINEERING, Inc.; ULTRASYSTEMS

Scope:

Stormwater, Flood Plain, and Hydrogeological Engineering Services

- a. Planning and design of water resources projects related but not limited to: the capture, retention and direct use of stormwater and surface water; groundwater recharge; multi-purpose watershed management facilities; low impact development (LID) measures; engineered wetlands for stormwater treatment; landscaping that utilizes native and other plant species for stormwater treatment and carbon sequestration; and stream and upland habitat creation and restoration.
- b. Engineering assistance with construction, monitoring, and operations and maintenance.
- c. Engineering assistance with National Pollutant Discharge Elimination System (NPDES) related programs.
- d. Preparation of hydrology and hydraulic analysis and reports.
- e. Preparation of Water Quality Management Plans (WQMP), Stormwater Pollution Prevention Plans (SWPPP), or related NPDES documents/reports.

EXHIBIT B***“Approved Fee Schedule”***

a PRIME CONSULTANT, SEITec, Inc.

A. LABOR W/ % OVERHEAD AND PROFIT

Category	Rate (\$/hr)	Overhead Rate (%)	Profit (%)	Billing Rate (\$/hr)
Project Manager/ Technical Lead	75.00	135.0%	10.0%	193.88
Senior Engineer	65.00	135.0%	10.0%	168.03
Staff Engineer	35.00	135.0%	10.0%	90.48
Administrative Assistant	30.00	135.0%	10.0%	77.55
CAD	50.00	135.0%	10.0%	129.25

B. LABOR W/ \$/HR OVERHEAD AND PROFIT

Category	Rate (\$/hr)	Overhead Rate (\$/hr)	Profit (\$/hr)	Billing Rate (\$/hr)
Project Manager/ Technical Lead	75.00	101.25	17.63	193.88
Senior Engineer	65.00	87.75	15.28	168.03
Staff Engineer	35.00	47.25	8.23	90.48
Administrative Assistant	30.00	40.50	7.05	77.55
CAD	50.00	67.50	11.75	129.25

C. TRAVEL

2 HOURS MINIMUM TRIP CHARGE

TIME BILLED AT BILLING RATE OF ACTUAL RESOURCES INVOLVED

MILEAGE PER IRS RULES

D. REIMBURSABLE EXPENSES*

BILLED AT COST PLUS 20% ADMINISTRATIVE FEE

* PRINTING, COPIES, ELECTRONIC SUPPLIES, ALL OTHER DIRECT COSTS

E. SUBCONSULTANT MANAGEMENT FEE

5% ADMINISTRATIVE FEE UNLESS BUDGETED FOR IN THE TASK ORDER

b URBAN WATER GROUP, Inc.

Principal: \$175 per hour
Staff: \$95 per hour
Minimum trip charge: 2 hours
Travel time: \$45 per hour
Mileage: per IRS rules
Reimbursable expenses include printing, copies, billed at cost plus 20% administration fee.

c CORNERSTONE STUDIOS, Inc.



2022 Billing Rate Schedule

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal	\$ 140
Project Manager	\$ 125
Landscape Inspector	\$ 110
Landscape Architect	\$ 105
Senior Landscape Designer	\$ 95
Junior Landscape Designer	\$ 85
Administrative	\$ 70

REIMBURSABLE EXPENSES

- Mileage Prevailing Federal Rate
- Delivery, Freight, Courier At Cost
- Agency Fees At Cost
- Reproduction At Cost
- Presentation materials At Cost
- In House Computer Plotting \$1.50/SF

d GREEN PARTNERS, Inc.

GREENPRINT PARTNERS

WBE | WOSB | B-Corporation

2022 Billing Rates

April Mendez, CEO	\$250.00
Nicole Chavas, COO	\$250.00
Jim Sparber, VP-Engineering	\$250.00
Rose Jordan, VP-Marketing	\$250.00
Kristin Ihnchak, Dir of Equitable Planning	\$250.00
Laura Kenney, Senior Project Manager	\$155.00
Hannah Kacprzak, P.E., Senior Project Manager	\$155.00
Alex Heidtke, P.E., Project Manager	\$155.00
Haley Cannon, Project Manager	\$155.00
Kristen Patino, Senior Associate	\$110.00
Anna Jentz, Associate	\$110.00
Peter Bornhoff, Associate Engineer	\$110.00
Kabir Fakoya, Associate Engineer	\$110.00

e HUSHMAND ASSOCIATES, Inc.

**FEE SCHEDULE**

CLASSIFICATION TITLE	UNBURDENED HOURLY RATE	INDIRECT %	PROFIT %	TOTALLY BURDENED RATE
Principal Engineer	\$83.02	141.13	10.00	\$220
Principal Geologist	\$83.02	141.13	10.00	\$220
Project Manager	\$71.70	141.13	10.00	\$190
Sr. Geotechnical Engineer	\$64.15	141.13	10.00	\$170
Sr. Project Engineer	\$56.60	141.13	10.00	\$150
Project Engineer	\$49.06	141.13	10.00	\$130
Sr. Staff Engineer	\$43.40	141.13	10.00	\$115
Sr. Field Tech (Prev. Wage)	\$47.17	141.13	10.00	\$125
Administrative Staff	\$30.19	141.13	10.00	\$80

LIST OTHER DIRECT COSTS AND EXPENSES BELOW:

ITEMS/EXPENSES	
1. Reproduction	\$0.07/page
2. Copying	\$0.06/page
3. Plotting	\$3.75/sheet B&W; \$5/sheet color
4. Transportation / Travel	\$0.585/mile, Field Truck Charge: \$8.00/hr
5. Special Deliveries	
6. Subcontractors/Subconsultants	Actual Cost + 10% Markup
7. Field Testing Equipment (Nuclear Gage, Sand Cone)	\$6.00/hr

d SPIRO LAND SURVEYING, Inc.

Rates

Professional Land Surveyor	\$175
Survey Mapping	\$100
Drafting / Research	\$70
Administrative / Clerical	\$40
Expert Witness / Court Appearance	\$250
One-Person Survey Crew	\$150
Two-Person Survey Crew	\$200
Prevailing wage Two Person Survey Crew	\$350

e WABER CONSULTANTS Inc.

Standard Charge Rate Schedule

Billing Rates as of March 2022

Principal.....	\$195/hour
Project Manager	\$175/hour
Senior Engineer.....	\$150/hour
Project Engineer.....	\$145/hour
Project Designer.....	\$110/hour
CAD Technician	\$95/hour
Survey Manager	\$140/hour
2-Man Survey Party.....	\$240/hour
3-Man Survey Party.....	\$285/hour
Reimbursables	cost + 15%
Mileage.....	\$0.58/mile
Reproduction	\$0.65/sf

f LEE AND RO

City of South Pasadena

LEE + RO's
Hourly Billing Rate Schedule
(Effective From August 1, 2022 to July 31, 2025)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$325
Engineer 7	E7	Supervising Engineer	\$296
Engineer 6	E6	Principal Engineer	\$274
Engineer 5	E5	Senior Engineer	\$246
Engineer 4	E4	Engineer	\$229
Engineer 3	E3	Associate Engineer	\$206
Engineer 2	E2	Assistant Engineer	\$178
Engineer 1	E1	Junior Engineer	\$159
CAD / DESIGNERS			
Designer 6	T6	Principal Designer	\$229
Designer 5	T5	Senior Designer	\$206
Designer 4	T4	Designer	\$178
Designer 3	T3	Associate Designer	\$159
Designer 2	T2	Assistant Designer	\$133
Designer 1	T1	Junior Designer	\$112
FIELD PROFESSIONALS			
Field Professional 5	F5	Senior Resident Engineer	\$246
Field Professional 4	F4	Resident Engineer	\$229
Field Professional 3	F3	Senior Inspector	\$206
Field Professional 2	F2	Inspector	\$178
Field Professional 1	F1	Assistant Inspector	\$159
ADMINISTRATIVE			
Administrative 4	A4	Senior Contract Manager	\$175
Administrative 3	A3	Contract Manager	\$162
Administrative 2	A2	Senior Word Processor	\$156
Administrative 1	A1	Word Processor / Admin. Assistant	\$139



g PAUL HANSEN ENGINEERING, LLC

Firm: Paul Hansen Engineering, LLC		
Labor Category	Staff	Hourly Rate
Principal	Paul Hansen, PE	\$ 187.00
Project Manager	Patricia McCarthy, PE	\$ 175.00
Master Scheduler / P6 Integrator	Jaymin Shah	\$ 169.00
Senior Scheduler	Ali Davoodi	\$ 165.00
Senior Cost Estimator	Ken Becker	\$ 165.00
BIM	Vishal Bora	\$ 145.00
Contract Coordinator	Tannaz Zandi	\$ 119.00

g PAUL HANSEN ENGINEERING, LLC

Firm: Paul Hansen Engineering, LLC		
Labor Category	Staff	Hourly Rate
Principal	Paul Hansen, PE	\$ 187.00
Project Manager	Patricia McCarthy, PE	\$ 175.00
Master Scheduler / P6 Integrator	Jaymin Shah	\$ 169.00
Senior Scheduler	Ali Davoodi	\$ 165.00
Senior Cost Estimator	Ken Becker	\$ 165.00
BIM	Vishal Bora	\$ 145.00
Contract Coordinator	Tannaz Zandi	\$ 119.00

h MGE ENGINEERING, Inc.



STANDARD HOURLY BILLING RATES

MGE ENGINEERING, INC.	HOURLY RATES
PROFESSIONAL	
Principal Engineer	\$315
Project Manager	\$273
Supervising Engineer	\$273
Geologist/Geotechnical Engineer	\$252
Senior Engineer	\$236
Associate Engineer	\$189
TECHNICAL	
CADD Technician III	\$173
CADD Technician II	\$137
CADD Technician I	\$121
Assistant Engineer	\$179
Junior Engineer	\$126
CONSTRUCTION	
Resident Engineer/Structures Rep.	\$221
Construction Inspector	\$205
ADMINISTRATION	
Admin Assistant	\$121
DIRECT COSTS:	
Reproduction and Delivery	At Cost
Auto Mileage	Federal Rate (\$0.58/mile)
Per Diem	CT Travel Guide
NOTE: ABOVE RATES ARE SUBJECT TO UP TO 5% ESCALATION PER YEAR OVER THE NEXT 5 YEARS	

I ULTRASYSTEMS



STANDARD RATE SCHEDULE

Effective January 2022

PROFESSIONAL STAFF	Hourly
Principal	\$185
Director	\$175
Senior Project Manager	\$165
Project Manager	\$160
Senior Principal Engineer	\$175
Senior Scientist/Engineer	\$165
Scientist/Engineer	\$150
Staff Scientist/Engineer	\$140
Senior Planner	\$125
Associate Planner	\$120
Planner/Environmental Analyst	\$110
Senior Biologist II	\$130
Senior Biologist I	\$125
Staff Biologist II	\$120
Staff Biologist I	\$110
Associate Biologist	\$100
Cultural Specialist	\$135
Archaeologist	\$120
Cultural Monitor	\$85
Senior GIS Analyst	\$110
GIS Technician	\$100
Word Processor	\$75
Intern	\$50

Building Services

Field Management	\$145
ACM Air Monitor/Lead Inspector/Sampling	\$88

Note: ACM/LBP Removal quoted per job basis

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.

EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

“City”
City of South Pasadena

“Consultant”
[COMPANY]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____



City Council Agenda Report

ITEM NO. 16

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: H. Ted Gerber, Director of Public Works
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **Consideration of Authorizing the City's Participation in the San Gabriel Valley Council of Government's Regional Application for the CalRecycle SB 1383 Local Assistance Grant Program**

Recommendation

It is recommended that the City Council:

1. Provide direction on the use of funds from the first round of the CalRecycle Senate Bill 1383 Local Assistance Grant Program; and
2. Authorize the City Manager to execute a Letter of Authorization to allow the San Gabriel Valley Council of Governments to apply for the second round of the CalRecycle Senate Bill 1383 Local Assistance Grant Program on behalf of the City.

Executive Summary

To assist with the implementation of Senate Bill (SB) 1383 requirements, the Department of Resources Recycling and Recovery (CalRecycle) offered the SB 1383 Local Assistance Grant Program in 2022 (for which the City was awarded \$37,204) and has released the application for Round Two funding for this non-competitive grant (for which the City's award amount is estimated to be \$75,000). City staff recommend using Round One funds to purchase and distribute kitchen food waste pails to assist residents (especially those in multifamily properties) in separating and collecting food waste as the City implements and enforces organics recycling citywide.

In addition, City staff intends to join the San Gabriel Valley Council of Government's ("SGVCOG") regional application for Round Two funding. The application will include funding for extending the City's participation in the SGVCOG Regional Food Recovery Program to 2026, and for SGVCOG staff and consultants to administer the program and provide technical assistance. Funding can also be used for City-specific programs such as the purchase and distribution of kitchen food waste pails, assistance to the City's local food bank, procurement of recovered organic waste material, and other requirements of SB 1383.

Background

In September 2016, the passage of SB 1383 established statewide targets to reduce the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption. To recover 20 percent of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks. In addition, jurisdictions are mandated to provide organics collection services, provide education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement.

The City is working with Athens Waste Management, our refuse provider, to implement SB 1383 programs into the City's services under a contract amendment.

To assist with the implementation of regulation requirements, the Department of Resources Recycling and Recovery (CalRecycle) offered the SB 1383 Local Assistance Grant Program in 2022 (for which the City was awarded \$37,204) and has released the application for Round Two funding for this non-competitive grant (for which the City's award amount is estimated to be \$75,000). These funds can be used to assist the jurisdiction in the various components of SB 1383 including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping.

In November 2021, the City joined the SGVCOG's Regional Food Recovery Program which was established to help member agencies comply with SB 1383's food recovery mandates and reduce food waste in the San Gabriel Valley. Known as one of the largest regional food recovery programs in California, this program assesses commercial edible food waste generators, identifies, and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements inspection protocols. Seventeen cities, including the City of South Pasadena, are currently participating in the Regional Food Recovery Program. The program, which includes inspections and compliance assistance for Tier 1 and Tier 2 Edible Food Generators and Food Recovery Organizations, is set to conclude in Spring 2024.

Analysis

Round One Grant Funds

City staff have deferred spending Round One of the grant funds considering negotiations for the Athens Services Agreement amendment are currently in progress. With City Council's recent direction to maintain Backyard Service, staff can now seek direction on the use of the grant funds. City staff recommend using the funds for kitchen food waste pails which would assist residents (especially those in multi-family dwellings) with food scrap separation and collection. Kitchen food waste pails are typically 2 gallons in size and can range from \$18 to \$40 depending on their material and features. Users place their food scraps such as fruit and vegetable trimmings, eggshells, bones,

coffee grinds, etc. in their kitchen pail throughout the week and then empty the contents into their organics containers prior to their trash collection day. Kitchen food waste pails are made from sturdy materials with tight lids to reduce any odors. The pails the City would distribute would be labeled with information on what is and is not acceptable in the organics container with a QR code for more information on the City's organics recycling program. Kitchen food waste pails are a popular item and have been distributed by several other cities including Glendale, Monrovia, Monterey Park, La Verne, San Dimas, Los Angeles, Azusa, etc. As the City implements and begins enforcement of citywide organics recycling, kitchen food waste pails can serve as a tool for residents to effectively comply with the changes in waste collection.

Round Two Grant Funds and Regional Application

CalRecycle recently released the guidelines and application for Round Two of the SB 1383 Local Assistance Grant Program. Round Two eligible projects are similar to those of the Round One grant, such as edible food recovery, inspection and enforcement, and education and outreach. The City's anticipated grant allocation for Round Two is \$75,000. CalRecycle also made several significant changes to the guidelines, many of which better support joint applications and allow cities to designate an administering body to provide regional solutions.

City staff, along with other participating cities, intends to join the SGVCOG's regional application for Round Two funding. Participating cities cannot submit separate applications upon joining the regional application. The application will include funding for extending the City's participation in the SGVCOG Regional Food Recovery Program to 2026 and include city-specific programs such as the purchase and distribution of kitchen food waste pails. Funding will also be included for SGVCOG staff and consultants to administer the program and provide technical assistance. Participating cities need to submit a Letter of Authorization to SGVCOG by December 15, 2023 allowing the SGVCOG to apply on their behalf.

Submitting a regional application for a regional program allows for simplified administration of the grant. The City will work with the SGVCOG to establish specific budget requests for the grant award. Cities may undertake their own activities and will receive a lump sum payment from the SGVCOG or invoice the SGVCOG for reimbursement. Grants are anticipated to be awarded in March of 2024 with the grant term ending in April 2026.

In addition to the City of South Pasadena, to date, the following 15 cities have expressed an interest in participating in the regional application:

- Arcadia
- Azusa
- Baldwin Park
- Covina
- Duarte
- Glendora
- Irwindale
- La Cañada Flintridge
- Monrovia
- Monterey Park
- San Marino
- Sierra Madre
- South El Monte
- Temple City
- Walnut

Staff recommends the City sign a Letter of Authorization to allow the SGVCOG to submit a regional application for the Round Two 1383 Local Assistance Grant Program. This will enable both reducing the administrative burden on the City and streamlining implementation of the Regional Food Recovery Program.

Alternatives

Round One funding can also be used for other items such as recordkeeping software, procurement of recyclable and recovered organic waste products, and personnel costs.

Fiscal Impact

The grant revenue will be reflected in the City's CalRecycle Local Assistance Grant Fund 219 Account. The Cal Recycle Grants program does not require a match. The award amount is estimated to be \$75,000. Funds must be placed into an interest-bearing account. Tracking and reporting of interest earned (if any) on the funds is not required. All interest accrued and received from the funds shall be used only for eligible expenses as indicated in the grant guidelines.

Key Performance Indicators and Strategic Plan

This item is in line with Task 4a of the City's Strategic Plan: Implement Climate Action Plan for environmental initiatives. It also aligns with the City's Green Action Plan, Goal III, to divert organics from landfill and to implement the requirements of SB 1383.

Commission Review and Recommendation

This item was not reviewed by a commission; however, the Athens' Contract Ad Hoc Committee have previously discussed options for the use of the grant funds.

Attachment:

1. Letter of Authorization

ATTACHMENT
Letter of Authorization

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CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: (626) 403-7210 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

December 6, 2023

CalRecycle
SB1383 Local Assistance Grant Program
PO Box 4025
Sacramento, CA 95812-4025

RE: CalRecycle SB 1383 Local Assistance Grant Regional Application - Letter of Authorization

I am the City Manager of the City of South Pasadena. I am authorized to contractually bind the City of South Pasadena. Pursuant to this authority, I hereby authorize San Gabriel Valley Council of Governments to submit a JPA application and act as Lead Agency on behalf of the City of South Pasadena. The San Gabriel Valley Council of Governments is hereby authorized to execute all documents necessary to implement the project under the SB 1383 Local Assistance Grant.

This authorization is effective until June 30, 2026.

Arminè Chaparyan
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
www.southpasadenaca.gov
626-403-7212
achaparyan@southpasadenaca.gov



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City Council Agenda Report

ITEM NO. 17

DATE: December 6, 2023

FROM: Arminé Chaparyan, City Manager *Ae*

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **Consider the Acceptance of the Transformative Transportation Strategies & Mobility Solutions Program Opportunity Grant Award from the South Coast AQMD in the amount of \$499,789 for the City Electrification Project**

Recommendation

It is recommended that the City Council consider authorizing the City Manager to accept the Transformative Transportation Strategies & Mobility Solutions Program Opportunity Grant Award from the South Coast Air Quality Management District (AQMD) as supported by the Mobile Source Air Pollution Reduction Review Committee (MSRC) in the amount of \$499,789 and authorize the City Manager or designee to execute all necessary documents to accept the grant.

Executive Summary

After a comprehensive and competitive application, review, and approval process, the City of South Pasadena was awarded a \$499,789 Transformative Transportation Strategies & Mobility Solutions Grant from the South Coast AQMD, facilitated and recommended by the Mobile Source Air Pollution Reduction Review Committee (MSRC). The grant was proposed to fund the implementation of electric police patrol vehicles and related charging infrastructure. If approved, this item would accept the grant funding, which is already programmed into the City's operational budget and Capital Improvement Program.

Background

In September 1990, Assembly Bill 2766 was signed into law (Health & Safety Code Sections 44220-44247) authorizing an annual \$4 motor vehicle registration fee to fund the implementation of programs exclusively to reduce air pollution from motor vehicles. AB 2766 provides that 30 percent of the annual \$4 vehicle registration fee subvented to South Coast AQMD be placed into an account to be allocated pursuant to a work program developed and adopted by the MSRC and approved by the AQMD Board.

In May 2022, the MSRC approved release of a Program Opportunity Notice (PON) 2022-01 for the Transformative Transportation Strategies & Mobility Solutions Program under the Fiscal Years 2021-2024 Work Program. The May 6, 2022 PON sought proposal submittals that demonstrated new and innovative transportation strategies

above and beyond traditional transportation demand strategies. The closing date for submissions was August 5, 2022, at which point nineteen (19) responses were received.

The MSRC-TAC Innovative Transportation Subcommittee reviewed the submittals and engaged in substantive discussions regarding their merits. Based on the submittal of a number of responses which shared similar characteristics, the Subcommittee recommended the development and issuance of an RFP for micro-transit operations. The Subcommittee further recommended that the MSRC seek a full proposal from the City of South Pasadena for zero-emission police patrol vehicles and their supporting infrastructure, in an amount not to exceed \$500,000. The City of South Pasadena submitted the requested proposal on November 8, 2022. The proposal requested \$499,789 in MSRC Clean Transportation Funding for the implementation of the South Pasadena Police Patrol Electrification Program. The proposal was reviewed by the MSRC-TAC Innovative Transportation Subcommittee and was recommended for approval to the MSRC. The MSRC approved an award of \$499,789 to the City for this project. On May 5, 2023, the MSRC requested the South Coast AQMD Board approve the contract award as part of approval of the FYs 2016-18 and 2021-24 AB 2766 Discretionary Fund Work Programs.

Analysis

To accept and utilize this funding, the grant agreement (attached to this staff report) requires the City to procure and place into service ten (10) Model Y police patrol vehicles and ten (10) Model 3 police administrative, cadet, or detective vehicles. The grant contributes \$81,009 to the initial up-front payments of the patrol vehicles, and \$316,080 towards the monthly lease payments in ten equal installments of \$31,608 to be paid over five (5) years semi-annually; expecting a corresponding match of \$81,009 and \$316,080, respectively from the City (50% match). In addition, the grant lists expected expenditures for police patrol vehicle upfitting at \$505,299 and procurement of administrative vehicles at \$630,522. The grant also requires the already in-progress installation of seventeen (17) Level 2 chargers at City Hall, including nine (9) chargers with sixteen (16) total ports in the Police Department parking lot, and a single Level 3 charger dedicated to emergency response. The grant provides a total of \$102,700 to these efforts, with a required 50% match of \$102,700, though the grant listed costs for the City and its project partner, Southern California Edison are expected at \$681,201.

The agreement includes terms for reimbursement if the requirements over the program's five (5) year implementation are not met. In addition, the agreement includes a 25-month implementation plan to place the vehicles and infrastructure into service, submit reports to MSRC, and conduct outreach to the community on the project and its benefits. For reference, a project status memo and financials to-date are included with this report (Attachment 2) to provide an update on the implementation efforts to date.

Fiscal Impact

The grant contributes \$81,009 to the initial up-front payments of the patrol vehicles, and \$316,080 towards the monthly lease payments in ten equal installments of \$31,608 to be paid over five (5) years semi-annually. It is anticipated that the first of these payment

will be applied in FY 23-24, payments two and three applied in FY 24-25, and payments four through ten so forth through FY 28-29.

The grant funding is already included in the Fiscal Year (FY) 2023-2024 adopted Operations and Capital Improvement Program (CIP) budgets considering revenue, transfers, and expenditures. The Police Department Facilities and Maintenance Equipment Account No. 105-4010-4011-8101, which funds the patrol vehicle leasing, includes a transfer of \$144,225 from MSRC Grant (Fund 238). The grant also contributes \$2,700 to the installation of Police Department Level 2 charging stations and \$100,000 towards the installation of the emergency-response-dedicated Level 3 charging station, and the City/Civic Center Charging System Project Account No. 400-9000-9188-9188-000 includes a transfer of \$102,700 from MSRC Grant (Fund 238) to purchase and install these electric vehicle charging systems.

If, at the completion of the implementation, the expenditures are less than the expected costs, the actual amount of grant funds reimbursed to the City shall be adjusted on a prorated basis so that the amount of grant funds reimbursed to the City shall not exceed 50% of actual vehicle or infrastructure costs, including delivery and taxes.

Key Performance Indicators and Strategic Plan

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

Commission Review and Recommendation

This project has been discussed at length at multiple Public Safety Commission, Natural Resources & Environmental Commission, and Public Works Commission meetings.

Environmental Analysis

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

Public Notification

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

Attachments:

1. Proposed Grant Agreement No. MS24002
2. Project Status Memo

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ATTACHMENT 1
Proposed Grant Agreement No. MS24002

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**AB 2766/MSRC TRANSFORMATIVE TRANSPORTATION STRATEGIES & MOBILITY SOLUTIONS PROGRAM
GRANT AGREEMENT**

1. **PARTIES**

The parties to this Grant Agreement ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of South Pasadena (referred to here as "RECIPIENT") whose address is 1414 Mission Street, South Pasadena, California 91030.

2. **RECITALS**

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State).
- B. Under State Health & Safety Code Sections 44225, *et seq.* (AB 2766), SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee for the purpose of reducing air pollution from motor vehicles and to implement the California Clean Air Act. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
- C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
- D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Agreement with RECIPIENT for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Agreement.
- E. RECIPIENT met the requirements for receipt of AB 2766 Discretionary Funds as set forth in RECIPIENT's Transformative Transportation Strategies & Mobility Solutions Program Proposal dated November 8, 2022 and was awarded a grant under the work program.
- F. RECIPIENT is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- G. All parties to this Agreement have had the opportunity to have this Agreement reviewed by their attorney.

3. **DMV FEES**

RECIPIENT acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Agreement. RECIPIENT further acknowledges that payment under this Agreement is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. **AUDIT AND RECORDS RETENTION**

- A. RECIPIENT shall, at least once every two years, or within two years of the termination of the Agreement if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by RECIPIENT were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.

- B. RECIPIENT agrees to maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of two years beyond the Agreement term, except that in no case shall RECIPIENT be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through RECIPIENT'S audit staff.
- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from RECIPIENT in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve RECIPIENT of its obligation to perform under the terms of this Agreement.

5. TERM

The term of this Agreement is for seventy six (76) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Agreement or the EARLY TERMINATION clause, or the term is extended by amendment of this Agreement in writing. No work shall commence prior to the Agreement start date, except at RECIPIENT's cost and risk, and no charges are authorized until this Agreement is fully executed, subject to the provisions stated in the PRE-AGREEMENT COSTS clause of this Agreement.

6. SUCCESSORS-IN-INTEREST

This Agreement, and the obligations arising under the Agreement, shall be binding on and inure to the benefit of RECIPIENT and their executors, administrators, successors, and assigns.

7. REPORTING

RECIPIENT shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.

8. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Agreement or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Agreement. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this Agreement. Notification shall be provided in the manner set forth in the NOTICES clause of this Agreement. The non-breaching party reserves all rights under law and equity to enforce this Agreement and recover damages.
- B. SCAQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall use all reasonable efforts to mitigate its expenses and obligations. RECIPIENT will be paid in accordance with this Agreement for tasks performed and costs incurred that could not be mitigated before the effective date of termination.
- C. RECIPIENT shall be paid in accordance with this Agreement for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Agreement. Before expiration of the thirty (30) days' written notice, RECIPIENT shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by RECIPIENT under this Agreement with the exception of a record copy of such materials, which may be retained by RECIPIENT.

9. EARLY TERMINATION

This Agreement may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by RECIPIENT's negligence, misuse, or malfeasance.

10. INSURANCE

RECIPIENT represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Agreement. RECIPIENT shall provide evidence of sufficient coverage annually during the term of this Agreement and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Agreements Administrator and sent by email to SCAQMD Risk Management (insurancecertificate@aqmd.gov). **The SCAQMD Agreement Number must be included on the face of the certificate.** If RECIPIENT fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Agreement or purchase such additional insurance and bill RECIPIENT or deduct the cost thereof from any payments owed to RECIPIENT. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

11. INDEMNIFICATION

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its officers, its employees, contractors, agents or representatives in the performance of this Agreement. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

12. DISCLAIMER OF WARRANTY

The purchase or lease of funded vehicles/equipment is the RECIPIENT's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

13. PAYMENT

- A. SCAQMD shall reimburse RECIPIENT up to a total amount of Four Hundred Ninety-Nine Thousand Seven Hundred Eighty-Nine Dollars (\$499,789) in accordance with Attachment 2 - Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Agreement.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, RECIPIENT's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

- C. Any funds not expended upon early Agreement termination or Agreement completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to RECIPIENT within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by RECIPIENT.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, contractor, and other charges, as applicable, must be itemized by RECIPIENT. Reimbursement for equipment, material, supplies, contractor, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by RECIPIENT).
 - 2. SCAQMD shall pay RECIPIENT for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Agreement or pre-authorized by SCAQMD in writing.
 - 3. RECIPIENT's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. SCAQMD may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. RECIPIENT must submit final invoice no later than ninety (90) days after the termination date of this Agreement or invoice may not be paid.
14. COMPLIANCE WITH APPLICABLE LAWS, LICENSES, PERMITS
RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement, including complying with all licensing and permitting requirements and obtaining all clearances from appropriate agencies applicable to the project. RECIPIENT must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all contracts and subcontracts.
15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. RECIPIENT has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based

upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. RECIPIENT would then receive the balance of the MSERCs not associated with AB 2766 funding.

16. NOTICES

All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

RECIPIENT:
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: H. Ted Gerber, email: tgerber@southpasadenaca.gov

17. INDEPENDENT CONTRACTOR

RECIPIENT, its officers, employees, agents, or representatives shall act in an independent capacity, and shall in no sense be considered employees or agents of SCAQMD, nor shall RECIPIENT, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for RECIPIENT's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

18. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Agreement shall at all times remain with RECIPIENT.

19. SECURITY INTEREST

RECIPIENT hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Agreement. RECIPIENT acknowledges and agrees

that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the RECIPIENT, under this Agreement or any amendments thereto. The SCAQMD shall have lien rights in effect until the RECIPIENT satisfies all terms under the Agreement, including but not limited to, the use and reporting requirements. **Accordingly, RECIPIENT further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Agreement.** In the event RECIPIENT files for bankruptcy protection, RECIPIENT shall notify SCAQMD within 10 business days of such filing.

20. NON-DISCRIMINATION

In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

21. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by RECIPIENT without the prior written consent of SCAQMD, and any attempt by RECIPIENT to do so shall be void upon inception.
- B. RECIPIENT agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. RECIPIENT shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Agreement. RECIPIENT is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Agreement's terms and conditions to the Buyer. **RECIPIENT will not be relieved of the legal obligation to fulfill the terms and conditions of this Agreement until and unless the Buyer has assumed responsibility of this Agreement's terms and conditions through an executed Agreement with SCAQMD.**

22. NON-EFFECT OF WAIVER

The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

23. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS

RECIPIENT is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

24. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party in said action shall pay its own attorneys' fees and costs.

25. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority,

acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

26. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

27. HEADINGS

Headings on the clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

28. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

29. GOVERNING LAW

This Agreement shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

30. PRE-AGREEMENT COSTS

Any costs incurred by RECIPIENT prior to RECIPIENT receipt of a fully executed Agreement shall be incurred solely at the risk of the RECIPIENT. In the event that this Agreement is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Agreement. If this Agreement is fully executed, pre-Agreement cost expenditures authorized by the Agreement will be reimbursed in accordance with the Payment Schedule and payment provision of the Agreement.

31. CHANGE TERMS

Changes to any part of this Agreement must be requested in writing by RECIPIENT and approved by MSRC in accordance with MSRC policies and procedures. RECIPIENT must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Agreement shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

32. PUBLIC WORKS PROJECTS

RECIPIENT agrees to comply with all of the applicable provisions of the California Labor Code pertaining to public works projects (Labor Code Sections 1720 – 1861). RECIPIENT shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, registering the public works project with the Department of Industrial Relations, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying the applicable prevailing rates, posting copies thereof at the job site and flowing all applicable

requirements to its contractors. Proof of compliance must be provided to SCAQMD upon request. RECIPIENT shall indemnify, defend and hold harmless the SCAQMD against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

33. ENTIRE AGREEMENT

This Agreement represents the entire agreement between RECIPIENT and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

34. AUTHORITY

The signatory hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.

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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF SOUTH PASADENA

By: _____
Vanessa Delgado, Chair, Governing Board

By: _____
Name:
Title:

Date: _____

Date: _____

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: Barbara Baird



*/MSRC Master Boilerplate
Revised March 15, 2023*

**Attachment 1
Statement of Work
City of South Pasadena
Agreement Number MS24002**

1. Project

The City of South Pasadena (hereinafter referred to as "RECIPIENT") is to procure and place into regular service the following vehicles:

Vehicle Type	Vehicle Vocation	Quantity
Tesla Model Y*	Police patrol	10
Tesla Model 3	Police administration, cadet or detective	10

RECIPIENT is also to procure and install at their Civic Center at 1414 Mission Street, South Pasadena, California:

Infrastructure Type	Quantity
Police-dedicated dual-port Level II charging stations. Stations shall meet current Society of Automotive Engineers J1772 standards.*	7
Police-dedicated single-port Level II charging stations. Stations shall meet current Society of Automotive Engineers J1772 standards.*	2
Other emergency-response-dedicated dual-port Level III charging stations*	1
Staff/public dual-port Level II charging stations. Stations shall meet current Society of Automotive Engineers J1772 standards.	6
Staff/public single-port Level II charging stations. Stations shall meet current Society of Automotive Engineers J1772 standards.	2

*MSRC co-funded

RECIPIENT shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Vehicle Operation Requirements and Reimbursement for Noncompliance

MSRC co-funded vehicles are required to operate for a minimum of five years. RECIPIENT is obligated to comply with the geographical restriction requirements as follows:

- A. Each of the vehicles funded under this Agreement must accrue at least 85% of its annual mileage within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than five (5) years from the date the vehicle enters service. Should RECIPIENT deviate from or fail to comply with this obligation, RECIPIENT shall

**Attachment 1
Statement of Work
City of South Pasadena
Agreement Number MS24002**

reimburse SCAQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

5 year Operations Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	80%
Between Years 2-3	60%
Between Years 3-4	40%
Between Years 4-5	20%
After Year 5	0%

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restrictions.
- C. Should RECIPIENT sell, lease, transfer, assign or otherwise divest itself of the vehicles during the five-year period referred to above, notice shall be provided to SCAQMD no less than 30 days preceding the day the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the SCAQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the five year operation period. This obligation shall be passed down to and bind any subsequent purchaser, lessee or transferee during this five-year term and SCAQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, SCAQMD may elect to either require the reimbursement specified above, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than five (5) years from the date the vehicle entered service. Notice of SCAQMD's election of remedies shall be provided to RECIPIENT and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

3. Infrastructure Operation Requirements and Reimbursement for Noncompliance

For MSRC co-funded infrastructure, RECIPIENT is obligated to comply with the charging infrastructure operational availability requirements set forth as follows:

- A. RECIPIENT shall maintain operation of this infrastructure at the specified location for a minimum of five years from the date the infrastructure enters service.
- B. Should RECIPIENT deviate from the obligations set forth in Paragraph 1 above, for reasons other than those stated in the EARLY TERMINATION clause of this Agreement, RECIPIENT

**Attachment 1
Statement of Work
City of South Pasadena
Agreement Number MS24002**

shall reimburse SCAQMD for a prorated share of the funds provided for charging facilities as indicated in the table below:

5 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Within Year 2	80%
Within Year 3	60%
Within Year 4	40%
Within Year 5	20%
After Year 5	0%

- C. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. RECIPIENT shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result from one or more reasons set forth in the EARLY TERMINATION clause of this Agreement.

4. Promotion

RECIPIENT shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the vehicles and infrastructure. Acceptable outreach may include, but is not limited to, notices in RECIPIENT mailings to residents, newspaper notices, flyers, and information items at RECIPIENT Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify RECIPIENT in writing of a Public Outreach Plan deficiency. RECIPIENT shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

5. Reports and Records

- a. Quarterly Reports - Until vehicles and infrastructure commence operation, RECIPIENT shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the RECIPIENT as inadequate.
- b. Annual Reports - On an annual basis for a period of five years following commencement of co-funded vehicle and infrastructure operation, RECIPIENT shall report: annual mileage and percent of operation within geographical boundaries of South Coast Air Quality Management District.
- c. Records - RECIPIENT shall maintain records of mileage of MSRC-co-funded vehicles, geographical area of operations, and the energy costs for charging said vehicles.

**Attachment 1
Statement of Work
City of South Pasadena
Agreement Number MS24002**

- d. Final Report – One year following the last of the co-funded vehicles and infrastructure being placed into service, a Final Report shall be submitted by the RECIPIENT in the format provided by SCAQMD staff. The Final Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions about this project. RECIPIENT will identify any barriers encountered and solutions developed to overcome the barriers, and the impact of the project on future electric vehicle projects.

6. Project Schedule

RECIPIENT shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Agreement execution.

Task	Completion
Order vehicles	Month 4
Order charging stations	Month 4
Submit Public Outreach Plan	Month 7
Take delivery and place vehicles into service	Month 13
Place charging stations into service	Month 13
Implement Public Outreach Plan	Month 16
Quarterly reports	Quarterly beginning with Month 4
Final Report	Month 25
Annual Reports	Annually beginning with Month 25

**Attachment 2
Payment Schedule
City of South Pasadena
Agreement Number MS24002**

Cost Breakdown

Procurement Category	Maximum AB2766 Discretionary Funds payable under this Agreement	Other Funds Applied to Match	Total Cost
Tesla Model Y police patrol vehicles (If less than 10 vehicles are procured, payments shall be pro-rated)	\$81,009 (down payment)	\$81,009	\$162,018
	\$316,080 (in ten equal installments of \$31,608 to be paid semi-annually)	\$316,080	\$632,160
Police patrol vehicle aftermarket upfitting	\$0	\$96,129 (down payment)	\$96,129
	\$0	\$409,170 (over life of lease)	\$409,170
Tesla Model 3 police administration vehicles	\$0	\$630,522	\$630,522
Police-dedicated Level II charging stations	\$2,700 (installation costs)	\$260,495 (all other costs)	\$263,195
Emergency-response-dedicated Level III charging station	\$100,000	\$125,000	\$225,000
Staff/public Level II charging stations	\$0	\$295,706	\$295,706
Totals	\$499,789	\$2,214,111	\$2,713,900

Following reimbursement of \$81,009 for down payment, reimbursement for police patrol vehicles will be made in ten equal semi-annual installments as follows: \$31,608 payable upon placement into service of patrol vehicles, with the nine semi-annual payments of \$31,608 each due at six-month intervals thereafter. Payment is contingent upon the continued operation of the patrol vehicles at the original location as required by this Agreement. If RECIPIENT ceases operation at the original location, no further payments are due and payable to RECIPIENT. Payment of the final eight semi-annual installments is also contingent upon submission and acceptance of the Final Report.

For the infrastructure elements, reimbursement shall be made upon completion and placement into service.

For vehicles, proof of completion shall include:

- Proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service; and

**Attachment 2
Payment Schedule
City of South Pasadena
Agreement Number MS24002**

- Documentation of the specific vehicle purchased, including the year, manufacturer, and model

For charging infrastructure, proof of completion shall include:

- Photos of completed installations;
- A report(s) signed by a responsible official certifying that the station installation has been completed as described in Attachment 1; and
- Receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to RECIPIENT shall be adjusted on a prorated basis, so that the amount of AB 2766 Discretionary Funds reimbursed to RECIPIENT shall not exceed 50% of actual vehicle or infrastructure costs, including delivery and taxes.

Additional AB 2766 Discretionary Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

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ATTACHMENT 2
Project Status Memo

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City of South Pasadena City Manager's Office

Memo

Date: December 6, 2023

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Ted Gerber, Public Works Director
Brian Solinsky, Chief of Police Chief

Subject: **Status Update and Financials on Tesla Vehicle Fleet Project**

On September 21, 2022, the City Council approved an item related to the Electrification of City Hall and the transition of the entire Police vehicle fleet to electric vehicles. The approved transition included procuring 20 Tesla vehicles (10 Model Y vehicles for patrol operations and 10 Model 3 vehicles for administrative and detective use) through a five-year leasing program with Enterprise Fleet Management (EFM). Additionally, charging infrastructure to support an all-EV fleet was also approved including procuring, installing, and maintaining 34 level 2 chargers in partnership with the Southern California Edison (SCE) Charge Ready Program for the City Hall internal and external parking lots, as well as a solar array and battery back-up project with Clean Power Alliance (CPA) at the parking lot located at Hope and Mound.

The following provides a high-level summary of implementation efforts, timelines and costs, and the attached spreadsheets provide more detailed cost figures for the electrification and EV transition projects:

- On October 25, 2022, EFM placed an order with Tesla's Fleet Team for 10 Model 3 vehicles. Since Tesla prioritizes fleet orders over retail orders, all 10 Model 3's were delivered earlier than anticipated on December 22, 2022. All 10 Model 3's for administrative and detective use were placed into service almost immediately.
- On December 22, 2022, EFM placed an order for ten Model Y vehicles. Once again due to Tesla's prioritization, all 10 Model Y vehicles (of which being the

new 2023 model year) were delivered earlier than anticipated on January 23, 2023. Between the time of order placement and delivery, Tesla had reduced the MSRP of the Model Y by a significant amount. Staff immediately reached out to EFM to inquire about either receiving a price adjustment for the reduction or canceling and re-placing the purchase in order to receive the updated pricing. On February 22, 2023, staff was notified that Tesla would honor the price reduction, as the vehicles had been ordered but not yet delivered. EFM has let staff know they will be reducing the monthly lease expenses related to the Model Y vehicles once the credit is received from Tesla. EFM is working with Tesla regarding the refunded amount due, but do not yet have a definitive date for the completion of the refund. **[Table 1]**

- On February 3, 2023, the city was awarded \$499,789 by the South Coast Air Quality Management District under the Mobile Source Air Pollution Reduction Committee's Transformative Strategies & Mobility Solutions Program. The award is targeted to reduce the annual lease expense of the Model Y vehicles by half and to also pay for a portion of the infrastructure.
- On February 7, 2023, one Model Y and one Model 3 were transported to the selected vehicle upfitter, Unplugged Performance in the City of Hawthorne in order to start the upfitting process. The upfitting process includes, but is not limited to, research and development, procuring parts from multiple vendors, installation of equipment, and programming of computer-based systems. Supply chain issues have proved to be a challenge while procuring necessary equipment, though the challenges do seem to be easing as the project moves forward.
- On March 1, 2023, staff went before the City Council to provide an update on the City's electrification project which included revised financials estimating a reduction in the annual lease expense by approximately \$8,400 per year, and an approximate \$9,400 increase in the one-time down payment related to inflationary upfitting expenses.
- On August 16, 2023, staff presented an additional quarterly update to the City Council. This item included a progress update regarding the charging infrastructure with SCE, final approval by the AQMD/MSRC of their contract award, additional vehicles being delivered to Unplugged Performance to start the upfitting process, and a notification of increased lease payments pending auction of existing fleet vehicles. **[Tables 2 & 3]**

- On September 27, 2023, the first Model Y patrol vehicle was delivered to the police department from Unplugged Performance and entered a pilot phase for testing and validation. Currently, five additional Model Y vehicles and two Model 3 vehicles are in various stages of the upfitting process, and the City's upfitting partner, Unplugged Performance, is committed to expediting supply chain and labor timelines to meet the agency's revised timelines. The current goal is to have the remaining vehicles in the fleet upfitted and delivered to the police department by the end of the year.
- On October 5, 2023, staff had an initial meeting with representatives from EFM to start the auction process on existing fleet vehicles. As vehicles are down-fitted and usable equipment is removed in order to be repurposed on the new vehicles, EFM will arrange for transportation of the older vehicles to auction. Staff anticipates releasing the first administrative vehicles to EFM for auction in November/December 2023 and patrol vehicles as the Tesla replacement vehicles are upfitted and placed into service along with the construction and installation of the City Hall charging infrastructure.

Staff is working closely with SCE in order to move the infrastructure portion of the project forward. Staff, the City's Electrification consultant, and SCE will present an update on infrastructure timelines and next steps, as well as an update on the beginning of construction for the City Hall parking lot chargers installations, in coordination with the acceptance of the MSRC grant. Per the City's agreement and on-going work with SCE on this project, the City has upkept timely deliverables: chargers have been procured, project design has been approved, and an easement which permits SCE's portion of the project to move forward has been granted. A time estimate for SCE for ground-breaking will be provided as soon as it is available.

Table 1. Vehicle Lease Costs with Model Y Discount

VEHICLE	TERM	VEHICLE PURCHASE PRICE	AFTERMARKET COST FROM UNPLUGGED (INCLUDED IN CAPITALIZED COST)	25% CAPITALIZED PRICE REDUCTION (MONEY DOWN: MSRP + AFTERMARKET)	AVERAGE GAIN ON PRIOR FROM SELLING 20 CITY-OWNED VEHICLES*	MONTHLY LEASE PAYMENT WITH TAX	QUANTITY	TOTAL MONTHLY COST x QTY	ANNUAL COST x QTY	TOTAL MONEY DOWN x QTY
2022 TESLA MODEL Y PATROL	60	\$56,696	\$47,005	\$26,734.56	\$6,970	\$1,655.57	9	\$14,900.13	\$178,801.56	\$240,611.04
2022 TESLA MODEL Y K9	60	\$56,696	\$49,986	\$27,556.14	\$6,970	\$1,679.69	1	\$1,679.69	\$20,156.28	\$27,556.14
2022 TESLA MODEL 3 DETECTIVE	60	\$49,940	\$6,324	\$12,439.75	\$6,970	\$825.67	9	\$7,431.03	\$89,172.36	\$111,957.75
2022 TESLA MODEL 3 CADET	60	\$49,940	\$8,559	\$12,998.50	\$6,970	\$862.24	1	\$862.24	\$10,346.88	\$12,998.50
							20	\$24,873.09	\$298,477.08	\$393,123.43

*Added proceeds of sale from auction of old vehicles, dependent on infrastructure completion

YEAR 1 COST \$691,601
 YEAR 2 COST \$298,477
 YEAR 3 COST \$298,477
 YEAR 4 COST \$298,477
 YEAR 5 COST \$298,477
\$1,885,509

Estimated Wholesale Value	Reduced Book Value at Term	Estimated Equity at	Estimated Equity x QTY
\$19,000.00	\$7,744.65	\$11,255.35	\$101,298.15
\$19,000.00	\$7,939.05	\$11,060.95	\$11,060.95
\$16,000.00	\$3,731.85	\$12,268.15	\$110,413.35
\$16,000.00	\$3,899.70	\$12,100.30	\$12,100.30

Estimated Equity at 60-Month Term (2027) **\$234,872.75**

Table 2. Infrastructure

	One-Time	Annual	Sub-total	Total
Infrastructure				\$ 477,538
Level 2 Infrastructure & 1-Year Maintenance			\$ 197,063	
Police	\$ 80,734	\$ 11,278		
Fire	\$ 19,509	\$ 2,506		
Public	\$ 73,010	\$ 10,025		
Level 2 Rebates			\$ (24,650)	
Police	\$ (11,600)	\$ -		
Fire	\$ (2,900)	\$ -		
Public	\$ (10,150)	\$ -		
Level 3 Infrastructure & 1-Year Maintenance (Police)			\$ 251,500	
Design Engineering & Support	\$ 50,000	\$ -		
Device Purchase	\$ 100,000	\$ -		
Device Installation & Electrical Infrastructure	\$ 100,000	\$ -		
Network	\$ -	\$ 500		
Maintenance	\$ -	\$ 1,000		
Project Administrative Costs			\$ 53,625	
Police Coordination Consulting (est. 75%)	\$ 40,219	\$ -		
Other Coordination Consulting (est. 25%)	\$ 13,406	\$ -		

Table 3. Annual Savings, New Revenue, and Grant Offsets

	One-Time	Annual	Sub-total	Total
Annual Savings & New Revenue <i>(approximations based on operating assumptions)</i>				\$ (65,867)
Gasoline Costs v. Electricity Savings	\$ -	\$ (28,663)	\$ (28,663)	
Maintenance Savings	\$ -	\$ (16,500)	\$ (16,500)	
Low Carbon Fuel Standard Credits	\$ -	\$ (20,705)	\$ (20,705)	
Charging Revenue	\$ -	\$ (22,075)	\$ (22,075)	\$ (22,075)
				\$ (499,789)
MSRC Grant			\$ (499,789)	
MSRC Grant Level 2 Contribution	\$ (2,700)	\$ -		
MSRC Grant Level 3 Contribution	\$ (100,000)	\$ -		
MSRC Grant Patrol Down Payment Contribution	\$ (81,009)	\$ -		
MSRC Grant Patrol Lease Contribution	\$ (316,080)	\$ -		