



**CITY OF SOUTH PASADENA  
CITY COUNCIL  
AND  
HOUSING AUTHORITY - BOARD OF DIRECTORS**

**AGENDA**

**JOINT SPECIAL MEETING  
CLOSED SESSION**

**WEDNESDAY, NOVEMBER 15, 2023, 6:00 P.M.**

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

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

The joint special meeting of the South Pasadena City Council and the South Pasadena Housing Authority 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 only will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council/Housing Authority 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](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](mailto: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](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](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)

**CALL TO ORDER:**

Mayor/Chair

Jon Primuth

**ROLL CALL:**

Mayor/Chair

Jon Primuth

Mayor Pro Tem/Vice Chair

Evelyn G. Zneimer

Councilmember/Authority Member

Jack Donovan

Councilmember/Authority Member

Michael A. Cacciotti

Councilmember/Authority Member

Janet Braun

**PUBLIC COMMENT**

**CLOSED SESSION AGENDA ITEMS**

**A. REAL PROPERTY NEGOTIATIONS**

(Government Code Section 54956.8)

1. Property Addresses:

- a. 215 Fairview Avenue, APN 5317-007-903
- b. 302 Fairview Avenue, APN 5317-012-903
- c. 529 Prospect Avenue, APN 5317-036-904
- d. 530 Orange Grove Avenue, APN 5317-036-900
- e. 534 Orange Grove Avenue, APN 5317-036-903
- f. 535 Meridian Avenue, APN 5317-036-903
- g. 540 Prospect Avenue, APN 5317-035-901
- h. 901 Bonita Drive, APN 5310-020-903
- i. 1037 & 1039 Grevelia 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 Hope and 726 Meridian, APN 5315-013-906

City Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: California Department of Transportation

Under Negotiation: Price and Terms of Payment

2. Property Address: 1055 Lohman Lane, South Pasadena

City Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: Donovan Bros. Golf, LLC

Under Negotiation: Price and Terms of Payment

3. Property Address: 1503 and 1507 El Centro, South Pasadena

South Pasadena Housing Agency Negotiator: Arminé Chaparyan, Executive Director

Negotiating Party: Stephen Godwin and Sally Smythe

Under Negotiation: Price and Terms of Payment

4. Property Address: 913 Meridian Avenue, South Pasadena

City Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: South Pasadena Preservation Foundation, Inc.

Under Negotiation: Price and Terms of Payment

**CERTIFICATION OF POSTING**

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **November 15, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

11/8/2023

/S/

Date

Lucila Urzua, Deputy City Clerk





CITY OF SOUTH PASADENA  
CITY COUNCIL

**AMENDED AGENDA**

REGULAR MEETING  
WEDNESDAY, NOVEMBER 15, 2023, AT 7:00 P.M.

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

**South Pasadena City Council Statement of Civility**

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

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

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.

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030.
- Live Broadcast via the City website – [http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)
- Via Zoom – **Webinar ID: 825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov).
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<https://us06web.zoom.us/j/82599992830> or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via [http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)

**CALL TO ORDER:** Mayor Jon Primuth

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** Mayor Jon Primuth

**PUBLIC COMMENT GUIDELINES**

The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

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

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

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

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

**CLOSED SESSION ANNOUNCEMENTS****1. CLOSED SESSION ANNOUNCEMENTS****PUBLIC COMMENT****2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

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

**PRESENTATION****3. MERCHANT MINUTE – MOSS AND MEADOW****4. ANNUAL CHAMBER OF COMMERCE REPORT TO THE CITY COUNCIL****5. STAFF INTRODUCTION**

**Management Services Department:**  
Bryan Martinez, Management Assistant

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

**CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

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

7. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$2,681.74; GENERAL CITY WARRANTS IN THE AMOUNT OF \$452,803.65; ONLINE PAYMENTS IN THE AMOUNT OF \$153,592.80; VOIDS IN THE AMOUNT OF (\$2,821.74); PAYROLL IN THE AMOUNT OF \$831,469.49**

Recommendation

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

8. **SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING ARTICLE X (“JUST CAUSE FOR EVICTION”) OF TITLE 17 (“HEALTH AND SANITATION”) OF THE SOUTH PASADENA MUNICIPAL CODE**

**ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X (“JUST CAUSE FOR EVICTION”) OF TITLE 17 (“HEALTH AND SANITATION”) OF THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council consider the adoption of an ordinance amending Article X (“Just Cause for Eviction”) to Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code.

9. **APPROVAL OF A TASK ORDER WITH ANNEALTA GROUP FOR STREET IMPROVEMENT PROJECT, CONSTRUCTION, & INSPECTION MANAGEMENT FOR CITY’S IMPROVEMENT PROJETS**

Recommendation

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with Annealta Group to provide project management, construction management, and inspection management services for the City’s street, sidewalk, curb and gutter, and related infrastructure improvement projects in the amount of \$129,888.00, inclusive of \$118,080.00 in fees and a 10% contingency of \$11,808.00.

10. **APPROVAL OF A TASK ORDER WITH WILLDAN ENGINEERING FOR STORM DRAIN DESIGN AND CONSTRUCTION DOCUMENT PREPARATION**

Recommendation

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with Willdan Engineering to provide design and construction document services related to a City storm drain adjacent to Hanscom Drive and Las

Palmitas Street in the amount of \$57,854, inclusive of \$52,594 of fees and a 10% contingency of \$5,260.

**11. CONSIDER THE APPROPRIATION OF \$28,000 IN CALIFORNIA STATE FUNDING FROM THE OFFICER WELLNESS AND MENTAL HEALTH GRANT PROGRAM TO THE POLICE DEPARTMENT'S FISCAL YEAR 2024 OPERATING BUDGET FOR WELLNESS-RELATED PROGRAMS AND ACTIVITIES**

Recommendation

It is requested that the City Council:

1. Consider approving an appropriation of \$28,000 in California state funding to the Police Department's fiscal year 2023 – 2024 operating budget for wellness-related programs and activities into account 101-4010-4011-8020 Police Special Department Expense.
2. Authorize the City Manager or designee to execute all necessary documents related to the grant.

**12. CONSIDER AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$55,000 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM AND APPROVE THE GRANT AGREEMENT**

Recommendation

It is recommended that the City Council:

1. Accept a grant award in the amount of \$55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001 and approve the Grant Agreement;
2. Appropriate \$47,000 into 1010-4010-4011-7050-000 Overtime – DUI Checkpoint and \$8,000 into 101-4010-4011-8022 OTS Grant Expenses; and
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

**13. CONSIDERATION OF THE APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH MOORE LACOFANO GOLTSMAN, INC. FOR UPDATED PROPERTY DATA AND MAPS IN AN AMOUNT NOT-TO-EXCEED \$15,000**

Recommendation

It is recommended that the City Council consider the approval of the First Amendment to the Professional Services Agreement with Moore Iacofano Goltsman, Inc. for additional technical services for property development and zoning data, analysis, and mapping in the amount of \$15,000 for a new not-to-exceed amount of \$44,250.

**14. APPROVAL OF THE 2024 CITY COUNCIL MEETING SCHEDULE**

Recommendation

It is recommended that the City Council approve the City Council **meeting** schedule for the 2024 calendar year

**15. 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

**ACTION/DISCUSSION**

**16. CONSIDER AWARD OF A CONTRACT TO REXEL SOLUTIONS, CHARGEPOINT PARTNER, THE AMOUNT OF \$30,000 FOR THE PURCHASE OF ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES FOR THE CITY STORAGE YARD ELECTRIC VEHICLE CHARGER INSTALLATION UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM, AND APPROVAL OF A SCE CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT WITH SOUTHERN CALIFORNIA EDISON**

Recommendation

It is recommended that the City Council:

1. Award a contract and associated purchase order and quotation to Rexel Energy Solution, ChargePoint Partner, at the proposed competitive procurement price for the purchase of Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically two (2) ChargePoint CP6021B-80A-L7 Level 2 electric vehicle chargers and supporting services for \$30,000 which includes a \$24,081 purchase price and a \$5,919 contingency; and approve the use of the Sourcewell cooperative purchasing program for the procurement pursuant to Municipal Code Section 2.99-29(19) and the City’s Purchasing Policy; and
2. Re-appropriate \$30,000 from the General Fund into Fiscal Year (FY) 2023-2024 Capital Improvement Program (CIP) Account No. 400-9000-9189-9189-000, having previously appropriated \$50,000 from the General Fund into the FY 2022-2023 CIP Account No. 101-9000-9189-9189-000 to facilitate electric vehicle charger installation efforts; and
3. Approve the Program Participation Agreement with Southern California Edison (SCE) to participate in the SCE Charge Ready Transport Program.

**17. CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR JULY 27, 2022**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting of July 27, 2022

**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 5, 2023	State of the City (Senior Center)	6:00 P.M.
December 6, 2023	Regular City Council Meeting	7:00 P.M.
December 20, 2023	Regular City Council Meeting	6:00 P.M.
January 17, 2024	Regular City Council Meeting	7:00 P.M.

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

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

[www.southpasadenaca.gov/CityCouncilMeetings2023](http://www.southpasadenaca.gov/CityCouncilMeetings2023)

Regular meetings are live streamed via the internet at:

[http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)

**AGENDA NOTIFICATION SUBSCRIPTION**

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

**ACCOMMODATIONS**



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

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11/13/2023

/S/

Date

Lucy Urzua, Deputy City Clerk





# 22-23 ANNUAL REPORT

*The South Pasadena Chamber of Commerce has worked hard to keep the business community informed, supported, and connected.*



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**REPORT PREPARED BY:  
NICHOLE CLARK,  
COMMUNICATIONS MANAGER**



# A WORD FROM THE PRESIDENT

As I reflect upon the last fiscal year, I am filled with immense pride and gratitude for the resilience and unity exhibited by the South Pasadena business community. Despite the evolving challenges our world faces, our Chamber members have demonstrated unwavering commitment to not only sustaining their enterprises but also fostering a collaborative environment in which local businesses and the community at large can thrive.

The Chamber's endeavors this year, from promoting local shopping initiatives to reinvigorating our signature events, have been fueled by our collective desire to ensure South Pasadena remains a vibrant hub for commerce and culture. The progress we've made and the goals we've achieved are a testament to the strength and dedication of our members. I am confident that as we move forward, the bonds we've forged will propel us to greater heights in the coming years.

**LAURIE WHEELER**  
PRESIDENT/CEO







# ABOUT THE CHAMBER

The South Pasadena Chamber of Commerce is a nonprofit membership organization working to create a vibrant local economy, celebrate the arts, and connect the community.

We partner with businesses to support, promote and advocate for their interests; and to connect and build relationships and attract people to South Pasadena.



**Discover. Connect. Promote. Advocate**

In 2004, some very business-minded individuals realized that having a Chamber of Commerce is vital to growing and sustaining a healthy business community. Hence, the South Pasadena Chamber of Commerce was founded.

From a borrowed office in a local bank building, to a great storefront on Mission Street, the Chamber has become a collaborative, innovative and creative organization that works tirelessly for the local businesses.

We have several very active committees, and serve on several others. We utilize the unique characteristics of the South Pasadena community and work to create events and activities that encourage residents and visitors to Eat-Shop-Enjoy at South Pasadena businesses. The quarterly Arts Crawls are the very popular "neighborhood-night-on-the-town" events where businesses stay open later on a Saturday night and offer special events and activities. Our signature event, the Eclectic Music Festival & Arts Crawl, is a one-of-a-kind, grassroots event that brings arts of all genres to the streets of town. Bands, musicians, artists, food, galleries, activities for kids of all ages – bring people to the business district and they enjoy an afternoon and evening exploring and experiencing all that "is" South Pasadena.

# STAFF & BOARD OF DIRECTORS



**LAURIE WHEELER**  
PRESIDENT/CEO



**JASON MAK**  
BOARD CHAIR



**NICHOLE CLARK**  
COMMUNICATIONS  
MANAGER



**SIOE SCOTT**  
BOOKKEEPER



**ANDREW BERK**  
IMMEDIATE PAST CHAIR  
AVISON YOUNG



**KRIS MORRISH**  
TREASURER  
THE KUTZER COMPANY



**JOHN VANDERCOOK**  
SECRETARY  
SOUTH PASADENA KIWANIS



**STEVEN P DAHL, AIA**  
VP ECON DEVELOPMENT  
DAHL ARCHITECTS, INC.



**MICHELE DOWNING**  
VP MEMBERSHIP  
COMPASS



**JAMIE KHUU INZUNZA**  
VICE PRESIDENT  
MAMMA'S BRICK OVEN



**KARLA THOMPSON**  
VICE PRESIDENT  
SMILEHAUS ORTHODONTICS



**JEFFREY BURKE**  
DIRECTOR  
BURKETRIOLO STUDIO



**ED CHEN**  
DIRECTOR  
ATHENS



**CAMILLE DEPEDRINI**  
DIRECTOR  
CAMILLE DEPEDRINI



**SAM HERNANDEZ**  
DIRECTOR  
PARADISE



**ELDA MARQUEZ**  
DIRECTOR  
LOWELL & VANDERBILT



**JUSTIN PRIETTO**  
DIRECTOR  
LOST PARROT CAFE



**KARIE REYNOLDS**  
DIRECTOR  
KARIE REYNOLDS COMM.



**LAWRENCE SIN**  
DIRECTOR  
CORE BENEFITS



**GABRIEL VAZQUEZ**  
DIRECTOR  
INSTITUTE REDESIGN LEARNING





## CHAMBER COMMITTEES

### ECONOMIC DEVELOPMENT

**Objective:** *to create a vision for a healthy local economy and work to attract and retain top quality businesses in South Pasadena.*

Berk, Andrew  
 Bond, Dwight  
 Burke, Jeffrey  
 Chapman, Dollie  
 Dahl, AIA, Steven P.  
 Evans, Daniel  
 M. Hernandez, Samuel  
 Khuu Inzunza, Jamie  
 Loewel, Donald  
 Lubs, David  
 Mak, Jason  
 Megerdichian, Domenica  
 Morrish, Kris  
 Pia, Gary  
 Primuth, Jon  
 Smeaton, Mark  
 Thompson, Rebecca  
 Vandercook, John  
 Wheeler, Laurie

### LEGISLATIVE AFFAIRS

**Objective:** *to represent the business community with all levels of government in an effective, timely fashion and to provide a communications link between business and government.*

Binns, Tamara  
 Carmona, Cassandra  
 Cheng, Becky  
 Cortez, Patty  
 Daigle, Ellen  
 Gomez, Dalia  
 Johnson, Amir  
 Kwong, Kristine  
 Martinez, Margie  
 Megerdichian, Domenica  
 Moore, Savannah  
 Nam, Erica  
 Orozco, Jacqueline  
 Park, Sam  
 Primuth, Jon  
 Ramirez, Elizabeth  
 Soriano, Jeannette  
 Trevino, Charles  
 Tsai, Nathan  
 Urquhart, Mary  
 Vandercook, John  
 Wheeler, Laurie  
 Yeung, Rainbow

### AMBASSADORS

**Objective:** *welcome all new members to the Chamber, support ribbon-cuttings and other recognition events, assist in the planning and execution of all mixers, networking breakfasts and special events.*

Clark, Nichole  
 Delair, Ryan  
 Estrada, Daniel  
 Garcia, Chantal  
 Joe, Jeanie  
 Koba, Dennis  
 LaRose, Yvonne  
 Lee, Wende  
 Macrum, Tracy  
 Sabatella, Carmine  
 Smith-Biesman, Kaiy  
 Vaughan, Derek  
 Wheeler, Laurie

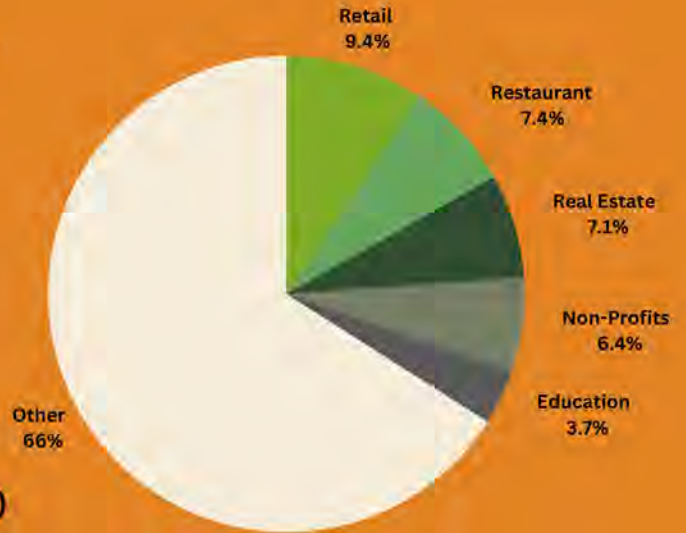
### EVENTS

**Objective:** *The objective of Events Committee is to plan and execute major annual city-wide events on behalf of the Chamber of Commerce.*

Billings, Cathy  
 Clark, Nichole  
 Colerick, Brad  
 Dussan, Ximena  
 Khuu Inzunza, Jamie  
 Marquez, Elda  
 Morrish, Kris  
 Smith, Martin  
 Stamps, Odom  
 Wheeler, Laurie  
 Wong, Maida

## TOP 5 CHAMBER MEMBER INDUSTRIES

- Retail 9.4%**
- Restaurants 7.4%**
- Real Estate 7.1%**
- Non-Profits 6.4%**
- Education 3.7%**
- Other 66%** (e.g. Services, Medical, Arts)



## MEMBERSHIP

Chamber membership is the cornerstone of our efforts to connect the community and create a vibrant local economy. The Covid-19 pandemic had a significant impact on our small businesses, and in turn, on our membership growth. We are thrilled to say that in the 22-23 fiscal year, we welcomed **49** new members, a number higher than any pre- or post-covid year! Bringing our total member count to **304**, which represents over half of the eligible licensed businesses in town.

South Pasadena is home to a diverse array of businesses, and our membership reflects that. We're proud to have so many active members from such a variety of business categories.

# 49

**New  
Members**

# 304

**Total  
Members**

# 58%

**of eligible licensed  
businesses are  
Chamber members**



# OVERVIEW: BUSINESS & COMMUNITY SERVICES

*THROUGH THE 2022-2023 YEAR, THE CHAMBER PROVIDED THE BUSINESS COMMUNITY WITH A VARIETY OF SERVICES:*

## **RETAIL PROMOTION & MARKETING:**

- Eat-Shop-Enjoy South Pasadena marketing campaign including the online 'Guide to South Pasadena,' distribution of print materials, and management of the Instagram page @eatshopenjoysouthpasadena
- Seasonal promotion of business activities and offerings for a variety of holidays (e.g. Easter, Mothers Day)
- Four quarterly arts crawls and one annual Eclectic Music Festival bringing a collective 35,000+ people onto Mission Street to eat, shop, and patronize South Pasadena businesses
- Celebrated ribbon cuttings for 4 businesses
- Local Business Booths @ weekly Farmers Market for businesses to promote their products and services

## **BUSINESS RESOURCES & ECONOMIC DEVELOPMENT**

- 10 ShopTalk Business Breakfast events, including 2 on zoom and 8 in person
- An online Learning Center where relevant webinars and business resource articles on employment services, City updates, grants and other assistance are published
- 1-on-1 guidance and assistance for businesses
- Economic Development Committee meetings on various upcoming and ongoing local projects
- Welcome letters sent to newly licensed businesses
- Advocacy for the business community at large

## **COMMUNITY OUTREACH**

- The South Pasadena Community Calendar, where any public event held in South Pasadena may be submitted
- Monthly Legislative Affairs Committee meetings bring...

# OVERVIEW: BUSINESS & COMMUNITY SERVICES

- ...(cont'd) representatives from local, county, state, and federal legislators, utility services providers, community groups, and businesses to exchange updates and news
- Community Corner @ weekly Farmers Market for non-profit organizations to promote their services and events

## 75 EVENTS

- 51 Weekly Farmers Markets
- 10 Monthly ShopTalk Business Breakfasts
- 4 Quarterly Arts Crawls
- 1 Annual Eclectic Music Festival
- 2 After-Hours Mixers (the first back in person post-covid)
- 4 Ribbon Cutting Celebrations
- 1 Job Fair
- Holidays:
  - Annual Holiday Lighting event @ Farmers Market
  - Chamber Coffee Chat @ SPTOR Float
  - Holiday Shopping Event on Small Business Saturday

## CITY SYNERGY

- Collaboration on holiday lights and decor planning

- Merchant Minute segment at City Council meetings
- Support and assistance for the We, Too, Are America presentation during July 4th week
- Attendance at first City Open House event on Mission Street
- Meet the Mayor Event at the Chamber office with Jon Primuth
- Attendance at City Business Networking events
- Inclusion of City's 135th Birthday celebration during Eclectic
- Collaboration on the 'Experience South Pas' program
- Service on the Foothill Workforce Development Board, Chair of the Youth Committee, and member of the Employment Committee

## ARTS OUTREACH

- Ongoing partnership and collaboration with SPARC to show local and regional artists in the SPARC Gallery @ Chamber of Commerce office
- Hosted exhibition events and closing receptions
- Opened office for private showings of artists work in the gallery space





## WEEKLY FARMERS' MARKET

The Chamber's weekly Farmers' Market was open every Thursday for 51 weeks out of the year, supplying the community with local, seasonal produce and a variety of delicious hot food options, and acting as a community hub for local families to recreate. The Market also hosted a number of community events including the annual Tree Lighting and Flu Vaccine Clinic. In addition to a mention in Infatuation LA, the Market was named 'Best of Pasadena' in the Pasadena Weekly readers' poll and 'Best of San Gabriel Valley' in the Hey Media readers' poll.

**51**

WEEKLY  
EVENTS

**62**

FARMERS/  
VENDORS

**3**

AWARDS/  
RECOGNITIONS

**3K+**

WEEKLY  
ATTENDEES





## SHOPTALK BUSINESS BREAKFAST

The Chamber held 10 Shoptalk business breakfast meetings, 8 of which were back in person at local favorite Mike and Anne's restaurant! Presentations included "An Invitation to Awareness" by Kathleen Barajas, Business Scams by Det. Richard Lee, and "State of the City" with Mayor Michael Cacciotti.



**1**

**RESTAURANT**

**10**

**SPEAKERS**

**194**

**GUESTS**

**342**

**COFFEES**





## QUARTERLY ARTS CRAWLS

Our quarterly Arts Crawls are free and family friendly 'Neighborhood-Night-on-the-Town' events, bringing the community together for an evening of art, music, shopping, food and friends!

We hosted 4 events this year, including a spring Crawl that supplements with our annual Eclectic Music Festival and an Arts-toberfest Crawl with a beer garden hosted by the DUDES in October. Merchant response was positive for each of these events, indicating increased sales during event hours.

**4**

EVENTS

**45**

BUSINESSES

**89**

ARTISTS

**12K+**

ATTENDEES





## ECLECTIC MUSIC FESTIVAL

The Eclectic Music Festival is a community music and art festival that is family-friendly and free to attend.

For it's 13th year, the Chamber brought the annual event back to it's former pre-covid glory, closing Mission Street from Meridian Avenue to Fair Oaks Avenue and hosting 15 stages with over 70 musical artists, 25 participating businesses and restaurants, 50 artisans, 25 vintage vendors, 3 beer and wine gardens, multiples interactive experiences, a kids zone, and more! We are proud to have brought over 20,000 people to town to eat, shop, and enjoy South Pasadena.



**1**

**EVENT**

**15**

**STAGES**

**76**

**MUSICIANS**

**22K+**

**ATTENDEES**





## MIXERS & RIBBON CUTTINGS

The Chamber attended 4 ribbon cutting ceremonies for both new businesses and those celebrating milestones including the opening of New Beginnings and Moxie Birth, the renovation of Pavillions, and Harvest Architecture's 20 year anniversary.

The Chamber also returned to in-person After-Hours Mixers, the first of which was held at Arroyo Vista Inn, followed by another at South Pas Fitness/Kafana Coffee.



**4**

**RIBBON CUTTINGS**

**32**

**FEET OF RIBBON**

**2**

**AFTER HOURS MIXERS**

**62**

**MIXER ATTENDEES**





## JOB FAIR

The Chamber partnered with the Foothill Workforce Development Board (FWDB) to coordinate another job fair at the South Pasadena Library Community Room in order to help combat the worker shortage that businesses have experienced in the wake of the Covid-19 pandemic. With over 20 participating businesses and nearly 100 job seekers in attendance, ample connections were made.

**3**

**PARTNERS**

**21**

**BUSINESSES**

**46**

**POSITIONS**

**95**

**JOB SEEKERS**

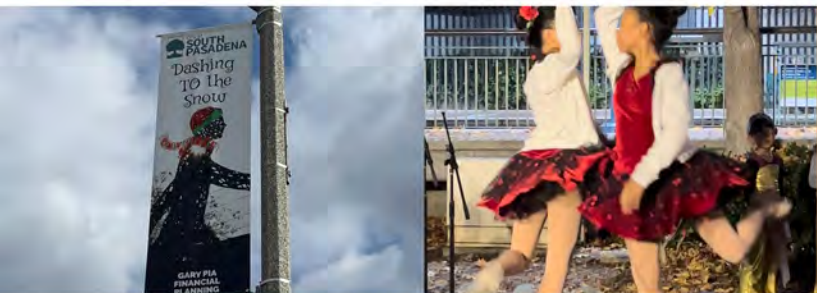




## HOLIDAYS

In addition to the Annual Tree Lighting hosted at the South Pasadena Farmers Market, the Chamber coordinated a local shopping day on Small Business Saturday, hiring the Old Fashioned Carolers to stroll the streets and visit businesses, singing holiday favorites.

Our holiday banner program continued, allowing businesses to sponsor a banner with their name hung on the light poles on Mission and Fair Oaks. The Chamber also partnered with SPTOR once again to host a Chamber Coffee Chat at the SPTOR float site.



**4**  
PROGRAMS/  
EVENTS

**32**  
HOLIDAY  
BANNERS





## WEBSITE

The Chamber website hosts a number of resources and amenities for the business community and the South Pasadena community at large. In addition to news and updates found on the homepage you'll also find our:

- **Online Learning Center**, where relevant webinars and business resource articles on employment services, City updates, grants and other assistance are published
- **The South Pasadena Community Calendar**, where any public event held in South Pasadena may be submitted
- **The Guide to South Pasadena** - a visual directory of all the places you can 'eat, shop, and enjoy' in town
- **The Member Directory** - a contact list of all Chamber member businesses.

**64**  
**WEB POSTS**  
**PUBLISHED**

**171**  
**EVENTS**  
**PUBLISHED**

**33,549**  
**IMPRESSIONS**



## EMAIL COMMUNICATIONS

The Chamber sends out a number of email communications throughout the year, including our

- **Weekly Newflash** email with upcoming events, relevant business resource information, and Eat-Shop-Enjoy-South Pas promotions
- Supplemental **'Special Edition' Newsflash** emails with time sensitive updates
- And various other event, meeting, and program reminders.

This year the Chamber sent **184** emails, with over **120,000** individual sends. Our email open rate sits at almost **50%**. We added **559** new email addresses to our mailing lists, a jump in growth from the previous year at 297 new contacts.

**121,622**  
**EMAIL**  
**SENDS**

**49%**  
**OPEN**  
**RATE**

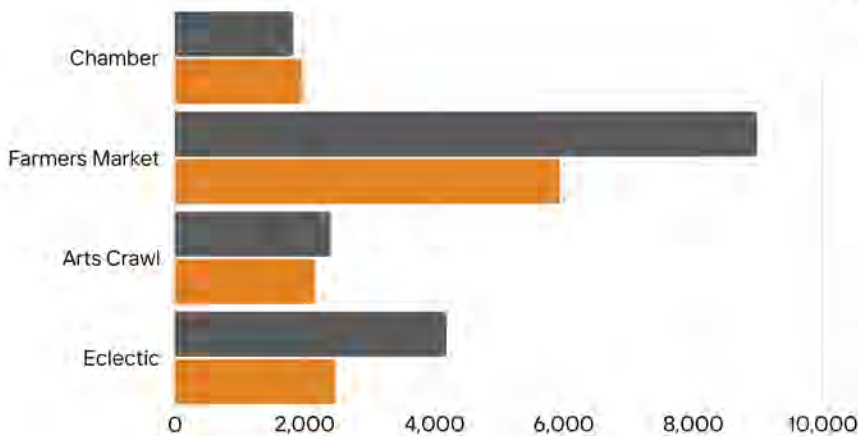
This is 8% above industry average and 7% above our previous year's open rate.



## SOCIAL MEDIA

The Chamber has spent a considerable amount of time and effort bolstering our social media outreach across each of our platforms. We partially attribute our exciting growth in membership over the last year to these efforts.

The Chamber’s Facebook and Instagram pages primarily target our business community, sharing content on chamber activities and business resources. The Eat-Shop-Enjoy Instagram page is intended for the larger South Pasadena community (and surrounding neighborhoods) and focuses on community events and business promotion. The Farmers Market, Arts Crawls, and Eclectic all have their own Facebook and Instagram pages as well, and share event-specific content.



# 369,460 ACCOUNTS REACHED

Across all Facebook and Instagram accounts

**FOLLOWERS: 30,701**

CHAMBER  
FACEBOOK: 1823

CHAMBER  
INSTAGRAM: 1966

EAT-SHOP-ENJOY  
INSTAGRAM: 756

FARMERS MARKET  
FACEBOOK: 8989

FARMERS MARKET  
INSTAGRAM: 5945

ARTS CRAWL  
FACEBOOK: 2401

ARTS CRAWL  
INSTAGRAM: 2158

ECLECTIC  
FACEBOOK: 4190

ECLECTIC  
INSTAGRAM: 2473

# MEMBER FEEDBACK



**WE DINED LOCALLY!**

"Thank you so much for the beautiful reel and the interview you did of Theresa...We really appreciate everything you did to put this together. It's been a whirlwind of a response from people that we didn't want to forget to acknowledge what you did and the work you put in. Thank you!"

**- Nicole's Market & Cafe, on the Eat-Shop-Enjoy social media**

"A successful event overall...thank you all for arranging that and including us! ...it was such a special day for so many people!"

**- South Pas Vintage, on the Eclectic Music Festival**

"OMG! The video you made was WONDERFUL ✨THANK YOU so much for your beautiful portrayal of Retreat. I can't tell you how much it means to me and the shop."

**- Retreat Lifestyle, on the Eat-Shop-Enjoy social media**



# MEMBER FEEDBACK

"[The Eclectic] was really fun, [and] really, really busy. I have a little capsule vintage collection that I was selling outside and we did really well with that too but people were just so happy... and there was a lot going on and I enjoyed that, I think everybody did. It was very, very good...One of our best!"

**- Camille DePedrini Boutique, on the Eclectic Music Festival**

"[Around the World in South Pasadena] is a fantastic initiative that encourages community members to explore and support local businesses. We are very grateful for the support provided by your team and City team. This arrangement allows us to focus on what we do best – providing a memorable experience for our customers."

**- Teamorrow, on the Around the World program**



**WE DINED LOCALLY!**

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# City Council Agenda Report

ITEM NO. 7

**DATE:** November 15, 2023

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

**PREPARED BY:** Hsiulee Tran, Deputy Finance Director

**SUBJECT:** **Approval of Prepaid Warrants in the Amount of \$2,681.74; General City Warrants in the Amount of \$452,803.65; Online Payments in the Amount of \$153,592.80; Voids in the Amount of (\$2,821.74); Payroll in the Amount of \$831,469.49**

### Recommendation

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

### Fiscal Impact

#### Prepaid Warrants:

Warrant # 317795-317796	\$	1,020.38
ACH	\$	1,661.36
Voids	\$	0

#### General City Warrants:

Warrant # 317797-317898	\$	326,288.07
ACH	\$	126,515.58
Voids	\$	(2,821.74)

Payroll Period Ending: 10/27/2023	\$	830,134.30
Payroll Period Ending: 10/28/2023	\$	1,335.19
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	\$	153,592.80
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>1,437,725.94</u>
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### **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

### **Key Performance Indicators**

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

### **Explanation of Terms**

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

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

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

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

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

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

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

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**

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

Date 11/15/2023

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	1,160.78	339,753.52
Insurance Fund	103	-	14,903.92
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	1,125.04
SLFRF Fund	206	-	7,714.79
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	-
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	35,000.46
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	22,700.00
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	2,550.00
State Gas Tax	230	-	2,125.54
County Park Bond Fund	232	-	1,250.00
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	1,992.60
Water Fund	500	1,520.96	15,125.13
Water Efficiency Fund	503	-	3,757.00
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	4,805.65
<b>Column Totals:</b>		<u>2,681.74</u>	<u>452,803.65</u>

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
<b>RSA Report Totals:</b>		<u>-</u>	<u>-</u>
<b>City Report Totals:</b>			<u>455,485.39</u>

Payroll Period Ending: 10/27/2023	830,134.30
Payroll Period Ending: 10/28/2023	1,335.19
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	153,592.80
Voids - Prepaid	-
Voids - General Warrant	(2,821.74)
<b>Grand Report Total:</b>	<u><u>1,437,725.94</u></u>

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

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**ATTACHMENT 2**  
**Prepaid Warrant List**

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# Accounts Payable

## Check Detail

User: calvarez  
Printed: 11/07/2023 - 10:35AM



Check Number	Check Date		Amount
<b>DAN0769 - Dangelo Co.</b>			
0	10/24/2023		
Inv	S1531339.001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/18/2023	Blue Street Reflectors for Fire Hydrants - Re-Issue		1,520.96
Inv S1531339.001 Total			1,520.96
0 Total:			1,520.96
<b>DAN0769 - Dangelo Co. Total:</b>			
			1,520.96
<b>CRPC7000 - Pech, Carlos</b>			
317795	10/24/2023		
Inv	11.12.2020		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/16/2020	Re-Issue Reimbursement Check # 311774		36.23
Inv 11.12.2020 Total			36.23
Inv	11.25.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/15/2020	Re-Issue Reimbursement Check # 309550		41.06
Inv 11.25.19 Total			41.06
317795 Total:			77.29
<b>CRPC7000 - Pech, Carlos Total:</b>			
			77.29
<b>TYCSTM - T.Y. Custom Design Inc.</b>			
317796	10/24/2023		
Inv	I-3440		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/15/2023	Re-Issue Lost Check # 317029 for Seal Lapel Pins		943.09
Inv I-3440 Total			943.09
317796 Total:			943.09

Check Number    Check Date

Amount

TYCSTM - T.Y. Custom Design Inc. Total:

943.09

Total:

2,541.34



# Accounts Payable

## Check Detail

User: calvarez  
Printed: 11/07/2023 - 10:39AM



Check Number	Check Date	Amount
<b>MAC1529 - Macdonald, Douglas A.</b>		
0	10/24/2023	
Inv	ScottDanceSept	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Contract Class Instructor Scottish Dance (Sep)	140.40
Inv ScottDanceSept Total		140.40
0 Total:		140.40
<b>MAC1529 - Macdonald, Douglas A. Total:</b>		140.40
Total:		140.40

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# **ATTACHMENT 3 General City Warrant List**

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# Accounts Payable

## Check Detail

User: calvarez  
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Check Number	Check Date	Amount
<b>ABD0130 - Abdalla, Anthony</b>		
317797	11/15/2023	
Inv	3000P0081684461	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	Reimbursement for Tesla charging (issues with City card)	6.72
Inv	3000P0081684461 Total	6.72
Inv	3000P0081684751	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	Reimbursement for Tesla charging (issues with City card)	11.52
Inv	3000P0081684751 Total	11.52
Inv	3000P0081873553	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	Reimbursement for Tesla charging (issues with City card)	20.58
Inv	3000P0081873553 Total	20.58
Inv	3000P0081927982	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	Reimbursement for Tesla charging (issues with City card)	10.54
Inv	3000P0081927982 Total	10.54
Inv	3000P0081938716	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	Reimbursement for Tesla charging (issues with City card)	16.92
Inv	3000P0081938716 Total	16.92
Inv	3000P0082468818	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Reimbursement for Tesla charging (issues with City card)	14.04
Inv	3000P0082468818 Total	14.04
317797 Total:		80.32
<b>ABD0130 - Abdalla, Anthony Total:</b>		80.32



Check Number	Check Date		Amount
<b>AFLA7010 - AFLAC</b>			
0	11/15/2023		
Inv	459012		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Employee Supplemental Insurance - September 2023		1,326.65
Inv 459012 Total			1,326.65
0 Total:			1,326.65
<b>AFLA7010 - AFLAC Total:</b>			1,326.65
<b>ACMT2920 - All City Management Services, Inc.</b>			
317798	11/15/2023		
Inv	88597		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/18/2023	School crossing guard services October 1-14, 2023		11,118.98
Inv 88597 Total			11,118.98
317798 Total:			11,118.98
<b>ACMT2920 - All City Management Services, Inc. Total:</b>			11,118.98
<b>ALL0197 - All Star Fire Equipment, Inc.</b>			
317799	11/15/2023		
Inv	251057		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2023	Fire Department Equipment - Fire Hooks		205.87
Inv 251057 Total			205.87
317799 Total:			205.87
<b>ALL0197 - All Star Fire Equipment, Inc. Total:</b>			205.87
<b>MRYALSON - Allison, Mary</b>			
317800	11/15/2023		
Inv	61973665		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Refund of War Memorial Building deposit - Patron Cancellation.		590.00
Inv 61973665 Total			590.00
317800 Total:			590.00

Check Number	Check Date		Amount
<b>MRYALSON - Allison, Mary Total:</b>			590.00
<b>AMAZONCP - Amazon Capital Services, Inc.</b>			
0	11/15/2023		
Inv	166G-F64F-964C		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Credit Memo for CSD		-4.93
Inv 166G-F64F-964C Total			-4.93
Inv	16V7-M6FN-C1CG		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Car battery jumpstarter		338.40
10/16/2023	Range supplies		283.51
Inv 16V7-M6FN-C1CG Total			621.91
Inv	16V7-M6FN-CRHD		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Credit Memo for CSD		-0.12
Inv 16V7-M6FN-CRHD Total			-0.12
Inv	1F3D-PJY4-7XDM		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Senior Center event supplies.		174.41
10/23/2023	Recreation Office supplies for front office staff.		226.39
Inv 1F3D-PJY4-7XDM Total			400.80
Inv	1FQ3-3QN1-9QX4		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Thermal receipt paper		168.82
Inv 1FQ3-3QN1-9QX4 Total			168.82
Inv	1GCR-MLXJ-9WRJ		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Fire Department - Garage Door Remote		172.49
Inv 1GCR-MLXJ-9WRJ Total			172.49
Inv	1WKX-9KPK-D9MG		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Credit Memo for CSD		-2.65
Inv 1WKX-9KPK-D9MG Total			-2.65
Inv	1YRD-R6DM-HGGH		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Halloween Spooktacular Event Supplies.		284.48

Check Number	Check Date	Amount
Inv 1YRD-R6DM-HGGH Total		284.48
0 Total:		1,640.80
<b>AMAZONCP - Amazon Capital Services, Inc. Total:</b>		1,640.80
<b>ARRSCINC - Arrowhead Scientific, Inc.</b>		
317801	11/15/2023	
Inv 163637		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Evidence room supplies	110.53
Inv 163637 Total		110.53
317801 Total:		110.53
<b>ARRSCINC - Arrowhead Scientific, Inc. Total:</b>		110.53
<b>ERCARRYO - Arroyo, Eric Jason</b>		
317802	11/15/2023	
Inv 3125		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/17/2023	Pre-Employment Background Investigation	1,000.00
Inv 3125 Total		1,000.00
317802 Total:		1,000.00
<b>ERCARRYO - Arroyo, Eric Jason Total:</b>		1,000.00
<b>AT&amp;T5011 - AT&amp;T</b>		
317803	11/15/2023	
Inv 33184107563432		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2023	AN 331 841-0756 343 2 Service for 10/7/23 - 11/6/23	31.65
Inv 33184107563432 Total		31.65
Inv 33184108023436		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/07/2023	AN 331 841-0802 343 6 Service for 10/7/23 - 11/6/23	31.23
Inv 33184108023436 Total		31.23
Inv 62644164973570		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
10/13/2023	AN 62644164973570 Service for 10/13/23 - 11/12/23	2,006.04
Inv 62644164973570 Total		2,006.04
317803 Total:		2,068.92
317804	11/15/2023	
Inv 000020709629		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	BAN 9391062308 Service for 9/20/23 - 10/19/23	25,729.80
Inv 000020709629 Total		25,729.80
Inv 000020709955		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	BAN 9391081369 Service for 9/20/23 - 10/19/23	88.83
Inv 000020709955 Total		88.83
317804 Total:		25,818.63
<b>ATCN9011 - AT&amp;T Total:</b>		27,887.55
<b>CIN4011 - AT&amp;T Mobility</b>		
317805	11/15/2023	
Inv 287312118886x10		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	AN 287312118886X10102023 9/3/23 - 10/2/23	2,546.10
Inv 287312118886x10 Total		2,546.10
317805 Total:		2,546.10
<b>CIN4011 - AT&amp;T Mobility Total:</b>		2,546.10
<b>BAK0369 - Baker &amp; Taylor Books</b>		
0	11/15/2023	
Inv 2037794229		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Books FY2023-24	583.98
Inv 2037794229 Total		583.98
Inv 2037797187		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Books FY2023-24	598.06
Inv 2037797187 Total		598.06

Inv 2037812087

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Books FY2023-24	258.47

Inv 2037812087 Total 258.47

Inv 2037822655

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Books FY2023-24	68.59

Inv 2037822655 Total 68.59

Inv 2037865099

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Books FY2023-24	78.53

Inv 2037865099 Total 78.53

0 Total: 1,587.63

**BAK0369 - Baker & Taylor Books Total:** 1,587.63

**BAK0366 - Baker & Taylor Entertainment**

0 11/15/2023

Inv H66380550

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	DVDs/CDs - FY 2023-24	94.96

Inv H66380550 Total 94.96

Inv H66464200

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	DVDs/CDs - FY 2023-24	65.14

Inv H66464200 Total 65.14

Inv H66487170

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	DVDs/CDs - FY 2023-24	12.23

Inv H66487170 Total 12.23

Inv T24215050

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	DVDs/CDs - FY 2023-24	86.78

Inv T24215050 Total 86.78

Check Number	Check Date	Amount
0 Total:		259.11
<b>BAK0366 - Baker &amp; Taylor Entertainment Total:</b>		259.11
<b>LEBE8032 - Betts, Lemar</b>		
317806	11/15/2023	
Inv	SkateSideOct23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Contract class Instructor - Skateboarding after school Oct'23	1,568.00
Inv SkateSideOct23 Total		1,568.00
317806 Total:		1,568.00
<b>LEBE8032 - Betts, Lemar Total:</b>		1,568.00
<b>TMBI8020 - Binns, Tamara</b>		
317807	11/15/2023	
Inv	218381722038599	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/14/2023	Reimbursement - Strategic Planning	37.98
Inv 218381722038599 Total		37.98
317807 Total:		37.98
<b>TMBI8020 - Binns, Tamara Total:</b>		37.98
<b>DABN8267 - Bohan, Diana 101-8030-8021-8267-000</b>		
0	11/15/2023	
Inv	Oct31Yoga	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	October 31 yoga-Contract Class Instructor	36.00
Inv Oct31Yoga Total		36.00
Inv	OctMo	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Monthly Yoga October-Contract Class Instructor	124.80
Inv OctMo Total		124.80
Inv	OctWalkin	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	WalkIn Yoga October-Contract Class Instructor	136.00
Inv OctWalkin Total		136.00



Check Number	Check Date	Amount
0 Total:		296.80
<b>DABN8267 - Bohan, Diana Total:</b>		296.80
<b>PMAB8021 - Budka, Pamela Avry</b>		
317808	11/15/2023	
Inv	ChairyogaMoOct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Monthly Oct Chair Yoga - Contract Class Instructor	76.80
Inv ChairyogaMoOct Total		76.80
Inv	ChairyogaWIOct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Walk-In Oct Chair Yoga - Contract Class Instructor	280.80
Inv ChairyogaWIOct Total		280.80
Inv	MeditationMoOct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Monthly Oct Meditation - Contract Class Instructor	76.80
Inv MeditationMoOct Total		76.80
Inv	MeditationWIOct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Walk-In Oct Meditation - Contract Class Instructor	48.00
Inv MeditationWIOct Total		48.00
317808 Total:		482.40
<b>PMAB8021 - Budka, Pamela Avry Total:</b>		482.40
<b>BUR4018 - Burro Canyon Shooting Park</b>		
317809	11/15/2023	
Inv	3043	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	PD range fees	40.00
Inv 3043 Total		40.00
317809 Total:		40.00
<b>BUR4018 - Burro Canyon Shooting Park Total:</b>		40.00

Check Number	Check Date		Amount
<b>CAL5236 - CA Linen Services</b>			
317810	11/15/2023		
Inv	2185315		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/19/2023	Linen Cleaning Services - FY 2023-24		143.53
Inv 2185315 Total			143.53
Inv	2188464		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Linen Cleaning Services - FY 2023-24		119.13
Inv 2188464 Total			119.13
317810 Total:			262.66
<b>CAL5236 - CA Linen Services Total:</b>			262.66
<b>CSD3014 - Ca. State Disbursement Unit</b>			
317811	11/15/2023		
Inv	PR 10.27.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2023	PR Batch 01273.10.2023 Garnishment Case # FAMSS-1406906.		322.35
10/24/2023	PR Batch 01273.10.2023 Garnishment Case # FAMSS-1406906.		903.69
Inv PR 10.27.2023 Total			1,226.04
317811 Total:			1,226.04
<b>CSD3014 - Ca. State Disbursement Unit Total:</b>			1,226.04
<b>CADPTCSC - California Department of Conservation</b>			
317812	11/15/2023		
Inv	7/01-9/31/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/30/2023	Strong Motion Instrumentation and Seismic Hazard Mapping Fee		650.65
Inv 7/01-9/31/2023 Total			650.65
317812 Total:			650.65
<b>CADPTCSC - California Department of Conservation Total:</b>			650.65
<b>CALA8010 - California Library Association</b>			
317813	11/15/2023		
Inv	300013185		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
10/27/2023		CLA Individual & Individual Voting for Olivia Radbill	140.00
		Inv 300013185 Total	140.00
317813 Total:			140.00
<b>CALA8010 - California Library Association Total:</b>			140.00
<b>CAMERPL - California Metro Patrol &amp; EMS, Inc.</b>			
317814	11/15/2023		
		Inv 4920	
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/20/2023	Security Guard Concierge Services at City Hall - 10/9 - 10/20/23		3,288.80
		Inv 4920 Total	3,288.80
317814 Total:			3,288.80
<b>CAMERPL - California Metro Patrol &amp; EMS, Inc. Total:</b>			3,288.80
<b>CAN0607 - Cantu Graphics Inc.</b>			
317815	11/15/2023		
		Inv 21571	
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2023	Traffic Safety Signs		496.13
		Inv 21571 Total	496.13
		Inv 21896	
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/18/2023	Reorder of Proclamation Paper		93.16
		Inv 21896 Total	93.16
		Inv 21906	
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2023	Business Cards for Matt Chang and Braulio Madrid		77.06
		Inv 21906 Total	77.06
		Inv 21916	
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2023	Council Headshot, District 5 Foamboard		82.69
		Inv 21916 Total	82.69
		Inv 21917	
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2023	Business Cards for Permit Technician		38.53

Check Number	Check Date	Amount
Inv 21917 Total		38.53
Inv 21933		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	11x17" Print and Foam Mounted	66.15
Inv 21933 Total		66.15
317815 Total:		853.72
<b>CAN0607 - Cantu Graphics Inc. Total:</b>		853.72
<b>CRSC2013 - Capital Research &amp; Consulting LLC</b>		
317816	11/15/2023	
Inv 3202		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Qtrly Admin Fee-Mutual Funds & Def Comp - Assets as of 9/30/23	2,932.07
Inv 3202 Total		2,932.07
317816 Total:		2,932.07
<b>CRSC2013 - Capital Research &amp; Consulting LLC Total:</b>		2,932.07
<b>CWNC2501 - Carl Warren &amp; Company</b>		
0	11/15/2023	
Inv 2034404		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/19/2023	Annual Administrative Fee - 7/1/2023 - 6/30/2024	4,800.00
Inv 2034404 Total		4,800.00
Inv 2034964-2035011		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Legal Matters - July 2023	2,351.10
Inv 2034964-2035011 Total		2,351.10
Inv 2035230		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Legal Matters - July 2023	94.50
Inv 2035230 Total		94.50
Inv 2037405-2037443		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Legal Matters - October 2023	3,549.00

Check Number	Check Date	Amount
Inv 2037405-2037443 Total		3,549.00
Inv 2038150-2038154		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Legal Matters - October 2023	567.00
Inv 2038150-2038154 Total		567.00
0 Total:		11,361.60
<b>CWNC2501 - Carl Warren &amp; Company Total:</b>		11,361.60
<b>TIM4011 - Charter Communications</b>		
0	11/15/2023	
Inv 0224964100823		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	AN 8448 30 008 0224964 Service 10/8/23 - 11/7/23	54.10
Inv 0224964100823 Total		54.10
0 Total:		54.10
<b>TIM4011 - Charter Communications Total:</b>		54.10
<b>CINTA3 - Cintas Corporation</b>		
317817	11/15/2023	
Inv 4169085797		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Sanitary Scheduled Cleaning for Public Park Restrooms.	448.20
Inv 4169085797 Total		448.20
Inv 4170466862		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Sanitary Scheduled Cleaning for Public Park Restrooms.	448.20
Inv 4170466862 Total		448.20
317817 Total:		896.40
317818	11/15/2023	
Inv 9229914665		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2023	FY 2023-24 Eye Wash Stations- 7/1/2023	441.00
Inv 9229914665 Total		441.00

Check Number	Check Date	Amount
Inv 9233667379		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	FY 2023-24 Eye Wash Stations 8/1/2023	441.00
Inv 9233667379 Total		441.00
Inv 9237904355		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	FY 2023-24 Eye Wash Stations 9/1/2023	441.00
Inv 9237904355 Total		441.00
317818 Total:		1,323.00
<b>CINTAS - Cintas Corporation Total:</b>		2,219.40
<b>CPSH2013 - CPS HR Consulting</b>		
317819	11/15/2023	
Inv TR-203479		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	Fire Engineer Exam	379.50
Inv TR-203479 Total		379.50
317819 Total:		379.50
<b>CPSH2013 - CPS HR Consulting Total:</b>		379.50
<b>CSM0727 - CSMFO</b>		
317820	11/15/2023	
Inv 200019825		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	CSMFO Luncheon	140.00
Inv 200019825 Total		140.00
Inv 300012730		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	CSMFO Membership	85.00
10/30/2023	CSMFO Membership	40.00
Inv 300012730 Total		125.00
317820 Total:		265.00
<b>CSM0727 - CSMFO Total:</b>		265.00

Check Number	Check Date		Amount
<b>DSP0755 - D &amp; S Printing</b>			
317821	11/15/2023		
Inv	1007		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2019	Window Envelopes		639.45
Inv 1007 Total			639.45
317821 Total:			639.45
<b>DSP0755 - D &amp; S Printing Total:</b>			639.45
<b>DRLL2051 - Dapeer, Rosenblit &amp; Litvak, LLP</b>			
317822	11/15/2023		
Inv	22131		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Legal Services - September 2023		88.00
Inv 22131 Total			88.00
317822 Total:			88.00
<b>DRLL2051 - Dapeer, Rosenblit &amp; Litvak, LLP Total:</b>			88.00
<b>DVVLZ - David Volz Landscape Architects, Inc.</b>			
317823	11/15/2023		
Inv	422580		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Pocket Park final construction documents.		1,992.60
Inv 422580 Total			1,992.60
317823 Total:			1,992.60
<b>DVVLZ - David Volz Landscape Architects, Inc. Total:</b>			1,992.60
<b>DIG0800 - Digital Telecommunications Corp</b>			
0	11/15/2023		
Inv	49231		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Monthly Service Contract - 10/1/23 - 10/31/23		984.00
Inv 49231 Total			984.00
0 Total:			984.00



Check Number	Check Date		Amount
<b>DIG0800 - Digital Telecommunications Corp Total:</b>			984.00
<b>DCSG - DocuSign Inc.</b>			
0	11/15/2023		
Inv	111100126637		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/30/2023	Subscription Renewal - eSign & eSignature Pro Edition 4/23-4/24		8,608.32
Inv	111100126637 Total		8,608.32
0 Total:			8,608.32
<b>DCSG - DocuSign Inc. Total:</b>			8,608.32
<b>DDL8010 - Dr. Detail Ph.D LLC</b>			
0	11/15/2023		
Inv	2940		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	Chair cleaning, antibacterial enzyme spray, spot clean carpet		405.00
Inv	2940 Total		405.00
0 Total:			405.00
<b>DDL8010 - Dr. Detail Ph.D LLC Total:</b>			405.00
<b>ELSR TIRE - El Sereno Tire Shop</b>			
317824	11/15/2023		
Inv	1877		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/17/2023	2 tire rear left #80		318.42
Inv	1877 Total		318.42
Inv	1906		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/23/2023	New tire for #81 rear right		159.21
Inv	1906 Total		159.21
317824 Total:			477.63
<b>ELSR TIRE - El Sereno Tire Shop Total:</b>			477.63
<b>EEDT3010 - Employment Development Dept.</b>			
317825	11/15/2023		

Check Number	Check Date	Amount
Inv L1797764176		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	Levy Letter L1797764176 Remaining Balanced Owed.	42.96
Inv L1797764176 Total		42.96
317825 Total:		42.96
<b>EEDT3010 - Employment Development Dept. Total:</b>		42.96
<b>LILESTDA - Estrada, Lilly</b>		
317826	11/15/2023	
Inv 10042023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2023	Reimbursement for Community Meeting on 10/07/2023.	128.30
Inv 10042023 Total		128.30
Inv 10192023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Reimbursement for Staples Cardstock Paper	82.65
Inv 10192023 Total		82.65
317826 Total:		210.95
<b>LILESTDA - Estrada, Lilly Total:</b>		210.95
<b>FED1109 - FedEx</b>		
317827	11/15/2023	
Inv 8-291-87733		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	Shipments for background investigator and lidar repair	36.08
Inv 8-291-87733 Total		36.08
317827 Total:		36.08
<b>FED1109 - FedEx Total:</b>		36.08
<b>SHFLDS - Fields, Sheila</b>		
317828	11/15/2023	
Inv SF2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2023	Property Tax Refund	63.14
10/31/2023	Property Tax Refund	40.22
Inv SF2024 Total		103.36

Check Number	Check Date	Amount
317828 Total:		103.36
<b>SHFLDS - Fields, Sheila Total:</b>		
		103.36
<b>FRSTGRP - Fireside Security Group Inc.</b>		
317829	11/15/2023	
Inv 10272		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Installation of Data Cabling at Garfield Reservoir.	5,932.79
Inv 10272 Total		5,932.79
317829 Total:		5,932.79
<b>FRSTGRP - Fireside Security Group Inc. Total:</b>		
		5,932.79
<b>FHCM5011 - Foothill Communications</b>		
317830	11/15/2023	
Inv INV6515		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Antenna for motor officer	70.26
Inv INV6515 Total		70.26
Inv INV6516		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	Mount plate for motor officer	64.92
Inv INV6516 Total		64.92
317830 Total:		135.18
<b>FHCM5011 - Foothill Communications Total:</b>		
		135.18
<b>SCFT0000 - Franchise Tax Board</b>		
317831	11/15/2023	
Inv PR 10.27.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	PR Batch 01273.10.2023 Garnishment Case # 568717589	134.98
Inv PR 10.27.2023 Total		134.98
317831 Total:		134.98
<b>SCFT0000 - Franchise Tax Board Total:</b>		
		134.98

Check Number	Check Date	Amount
<b>FUNEXPRS - Fun Express, LLC</b>		
317832	11/15/2023	
Inv	72717769801	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Halloween Spooktacular event supplies.	962.39
Inv 72717769801 Total		962.39
317832 Total:		962.39
<b>FUNEXPRS - Fun Express, LLC Total:</b>		962.39
<b>GALL5011 - Galls, LLC</b>		
317833	11/15/2023	
Inv	026020060	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Fire Department Class A Uniforms	215.62
Inv 026020060 Total		215.62
317833 Total:		215.62
<b>GALL5011 - Galls, LLC Total:</b>		215.62
<b>AMGBS - Gibbs, Aimee</b>		
317834	11/15/2023	
Inv	10/14/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/14/2023	Reimbursement - Strategic Planning	39.98
Inv 10/14/2023 Total		39.98
Inv	10/18/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	Reimbursement - Council Dinner	27.00
Inv 10/18/2023 Total		27.00
317834 Total:		66.98
<b>AMGBS - Gibbs, Aimee Total:</b>		66.98
<b>NCGY7000 - Godoy, Nicholas</b>		
317835	11/15/2023	
Inv	10/16/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
10/26/2023	Firearms Training Reimbursement for Officer Godoy 10/16/23	39.17
Inv 10/16/2023 Total		39.17
317835 Total:		39.17
<b>NCGY7000 - Godoy, Nicholas Total:</b>		39.17
<b>GOHA6711 - Goudy Honda</b>		
317836	11/15/2023	
Inv	HOCS632210	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Honda Unit 13 replaced 4 creaked tires - performed prevent maint	1,371.64
Inv HOCS632210 Total		1,371.64
317836 Total:		1,371.64
<b>GOHA6711 - Goudy Honda Total:</b>		1,371.64
<b>GOVTXSMR - Government Tax Seminars, LLC</b>		
317837	11/15/2023	
Inv	0023214	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Government Tax Seminar	1,100.00
Inv 0023214 Total		1,100.00
317837 Total:		1,100.00
<b>GOVTXSMR - Government Tax Seminars, LLC Total:</b>		1,100.00
<b>GVRNTAGN - Government Training Agency</b>		
317838	11/15/2023	
Inv	70716	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Mandatory Records Clerk Course for New Clerk Brittin	525.00
Inv 70716 Total		525.00
317838 Total:		525.00
<b>GVRNTAGN - Government Training Agency Total:</b>		525.00
<b>GUNCNTRE - Gunner Concrete</b>		
317839	11/15/2023	

Check Number	Check Date		Amount
Inv	12078		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2023	1935 Leman St Curb and Gutter Repair		1,088.16
Inv 12078 Total			1,088.16
317839 Total:			1,088.16
<b>GUNCNTRE - Gunner Concrete Total:</b>			1,088.16
<b>HIFX5011 - H.I. Fire Extinguisher Co. Inc.</b>			
317840	11/15/2023		
Inv	103812		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/16/2023	Yearly Inspection of Fire Extinguishers		277.31
Inv 103812 Total			277.31
317840 Total:			277.31
<b>HIFX5011 - H.I. Fire Extinguisher Co. Inc. Total:</b>			277.31
<b>HAKO8031 - Hakobian, Christine Lucy</b>			
317841	11/15/2023		
Inv	10/24-10/23/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/25/2023	DAR compressed Natural Gas Reimbursement paid on personal card		131.75
Inv 10/24-10/23/23 Total			131.75
317841 Total:			131.75
<b>HAKO8031 - Hakobian, Christine Lucy Total:</b>			131.75
<b>CRHY8067 - Hartney, Corey</b>			
0	11/15/2023		
Inv	BKTSOCT23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2023	Contract Class Instructor - Basketball BEG & INTER- OCT'23		672.75
Inv BKTSOCT23 Total			672.75
0 Total:			672.75
<b>CRHY8067 - Hartney, Corey Total:</b>			672.75

Check Number	Check Date	Amount
<b>RIHZ6601 - Hernandez, Ricardo</b>		
317842	11/15/2023	
Inv	10.18.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	10.18.23 Mileage	10.48
Inv 10.18.23 Total		10.48
Inv	10.20.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	10.20.23 Mileage	10.48
Inv 10.20.23 Total		10.48
317842 Total:		20.96
<b>RIHZ6601 - Hernandez, Ricardo Total:</b>		
		20.96
<b>TSUHNG - Huang, Tsu Jit</b>		
0	11/15/2023	
Inv	CardioFitOct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Cardio Fitness Oct-Contract Class Instructor	130.00
Inv CardioFitOct Total		130.00
0 Total:		130.00
<b>TSUHNG - Huang, Tsu Jit Total:</b>		
		130.00
<b>ICPS8060 - ICMA</b>		
317843	11/15/2023	
Inv	1083735	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	ICMA Membership Renewal	1,200.00
Inv 1083735 Total		1,200.00
317843 Total:		1,200.00
<b>ICPS8060 - ICMA Total:</b>		
		1,200.00
<b>ITCR2501 - Intercare Holdings Insurance Services</b>		
0	11/15/2023	
Inv	76-010648	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	Indemnity Annual Per Claim Fee - September 2023	3,542.32

Check Number	Check Date	Amount
Inv 76-010648	Total	3,542.32
0 Total:		3,542.32
<b>ITCR2501 - Intercare Holdings Insurance Services Total:</b>		3,542.32
<b>JSAR4011 - Jack's Auto Repair</b>		
317844	11/15/2023	
Inv	18585	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/08/2023	Idler pulley replacement unit #1908	153.49
Inv 18585	Total	153.49
Inv	18668	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/17/2023	Unit #1908 Left tank seal and right side fuel pump replacement	1,245.66
Inv 18668	Total	1,245.66
Inv	18678	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	Routine 45 Day Inspection # 80	66.00
Inv 18678	Total	66.00
Inv	18708	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Routine 45 Day Inspection # 78	66.00
Inv 18708	Total	66.00
Inv	18709	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	Oil change and computer repair unit #1705	233.15
Inv 18709	Total	233.15
317844 Total:		1,764.30
<b>JSAR4011 - Jack's Auto Repair Total:</b>		1,764.30
<b>KMTM4011 - Kim, Timothy</b>		
317845	11/15/2023	
Inv	KIM IACP 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Reimbursement for IACP Hotel and Parking	1,791.38
Inv KIM IACP 2023	Total	1,791.38



Check Number	Check Date	Amount
317845 Total:		1,791.38
<hr/>		
<b>KMTM4011 - Kim, Timothy Total:</b>		1,791.38
<hr/>		
<b>CUR7778 - L.N. Curtis &amp; Sons</b>		
317846	11/15/2023	
Inv	INV756506	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2023	Replacement Window Kit & Retractable lanyard.	296.84
Inv INV756506 Total		296.84
<hr/>		
317846 Total:		296.84
<hr/>		
<b>CUR7778 - L.N. Curtis &amp; Sons Total:</b>		296.84
<hr/>		
<b>LAW6711 - Lawn Mower Corner</b>		
317847	11/15/2023	
Inv	51323	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Equipment preventive Maintenance - One Portable Generator + Saw	407.35
Inv 51323 Total		407.35
<hr/>		
317847 Total:		407.35
<hr/>		
<b>LAW6711 - Lawn Mower Corner Total:</b>		407.35
<hr/>		
<b>RCLE4011 - Lee, Rachel</b>		
317848	11/15/2023	
Inv	10/23-25/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Tactical Dispatcher Training Reimbursement for P.A. Lee 10/23/23	82.56
10/26/2023	Tactical Dispatcher Training Reimbursement for P.A. Lee 10/23/23	24.52
Inv 10/23-25/23 Total		107.08
<hr/>		
317848 Total:		107.08
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<b>RCLE4011 - Lee, Rachel Total:</b>		107.08
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<b>DEBLWS - Lewis, Deborah</b>		
317849	11/15/2023	
Inv	101623	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
10/26/2023	Notary Services for Temp Worker Garcia	50.00
Inv 101623 Total		50.00
317849 Total:		50.00
<b>DEBLWS - Lewis, Deborah Total:</b>		50.00
<b>LIFE822 - Life-Assist Inc.</b>		
317850	11/15/2023	
Inv 1348108		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Annual Fire Medical Supplies - FY 2023-2024.	207.38
Inv 1348108 Total		207.38
317850 Total:		207.38
<b>LIFE822 - Life-Assist Inc. Total:</b>		207.38
<b>BLPN8267 - Lipson, Bob</b>		
317851	11/15/2023	
Inv 11152023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Thanksgiving Luncheon entertainment	500.00
Inv 11152023 Total		500.00
317851 Total:		500.00
<b>BLPN8267 - Lipson, Bob Total:</b>		500.00
<b>LBBM4010 - Long Beach BMW Motorcycles</b>		
317852	11/15/2023	
Inv 47941		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	RTP service for VIN 39604	396.44
Inv 47941 Total		396.44
317852 Total:		396.44
<b>LBBM4010 - Long Beach BMW Motorcycles Total:</b>		396.44
<b>LOS5011 - Los Angeles County Fire Department</b>		
317853	11/15/2023	

Check Number	Check Date	Amount
Inv	IN0430760	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	LA County Permit for Underground Tanks at FD/PD	3,092.00
Inv IN0430760 Total		3,092.00
Inv	IN0430762	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	LA County Permit for Underground Tanks at Service Yard	2,830.00
Inv IN0430762 Total		2,830.00
317853 Total:		5,922.00
<b>LOS5011 - Los Angeles County Fire Department Total:</b>		5,922.00
<b>LAC3010 - Los Angeles County Tax Collector</b>		
317854	11/15/2023	
Inv	532301927023000	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	ID 5323 019 270 23 000 (Property Taxes 07/01/2023-06/30/2024)	1,933.86
Inv 532301927023000 Total		1,933.86
Inv	536300227023000	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	ID 5363 002 270 23 000 (Property Taxes 07/01/2023-06/30/2024)	1,700.26
Inv 536300227023000 Total		1,700.26
Inv	536301027023000	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	ID 5363 010 270 23 000 (Property Taxes 07/01/2023-06/30/2024)	327.80
Inv 536301027023000 Total		327.80
Inv	571602127023000	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	ID 5716 021 270 23 000 (Property Taxes 07/01/2023-06/30/2024)	35.80
Inv 571602127023000 Total		35.80
Inv	571602127123000	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/07/2023	ID 5716 021 271 23 000 (Property Taxes 07/01/2023-06/30/2024)	819.56
Inv 571602127123000 Total		819.56
Inv	892085139023000	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
11/07/2023	ID 8920 851 390 23 000 (Property Taxes 07/01/2023-06/30/2024)	697.24
Inv 892085139023000 Total		697.24
317854 Total:		5,514.52
<b>LAC3010 - Los Angeles County Tax Collector Total:</b>		5,514.52
<b>MARLJN - Lujan, Mario</b>		
317855	11/15/2023	
Inv	125223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Class cancellation refund due to low enrollment	230.00
Inv 125223 Total		230.00
317855 Total:		230.00
<b>MARLJN - Lujan, Mario Total:</b>		230.00
<b>MAC1529 - Macdonald, Douglas A.</b>		
0	11/15/2023	
Inv	ScottishCD(OCT)	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Contract Class Instructor Scottish Country Dancing (OCT 23)	105.30
Inv ScottishCD(OCT) Total		105.30
0 Total:		105.30
<b>MAC1529 - Macdonald, Douglas A. Total:</b>		105.30
<b>CHRMDLA - Mandala, Chris</b>		
317856	11/15/2023	
Inv	10192023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Reimbursement for Parking (Court Case)	18.00
Inv 10192023 Total		18.00
317856 Total:		18.00
<b>CHRMDLA - Mandala, Chris Total:</b>		18.00
<b>MAVDTASY - Maverick Data Systems</b>		
317857	11/15/2023	

Check Number	Check Date	Amount
Inv 131		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Necessary Warrant Builder Software for The Detective Bureau	500.00
Inv 131 Total		500.00
317857 Total:		500.00
<b>MAVDTASY - Maverick Data Systems Total:</b>		500.00
<b>MCM2352 - McMaster Carr Supply Co</b>		
317858	11/15/2023	
Inv 16116423		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Strut mount Metal Clamps Purchased to hang PVC pipe	253.73
Inv 16116423 Total		253.73
Inv 16176193		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Credit Memo	-223.57
Inv 16176193 Total		-223.57
317858 Total:		30.16
<b>MCM2352 - McMaster Carr Supply Co Total:</b>		30.16
<b>MREG1400 - Merrimac Petroleum, Inc.</b>		
317859	11/15/2023	
Inv 2227484		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	1,771 Gallons of Unleaded Gasoline at Civic Center.	6,911.27
Inv 2227484 Total		6,911.27
317859 Total:		6,911.27
<b>MREG1400 - Merrimac Petroleum, Inc. Total:</b>		6,911.27
<b>MICTA - MiCTA</b>		
317860	11/15/2023	
Inv 0002770-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Annual Dues FY 2023-2024	100.00
Inv 0002770-IN Total		100.00



Check Number	Check Date	Amount
317860 Total:		100.00
<b>MICTA - MiCTA Total:</b>		100.00
<b>MOR2900 - Morrow &amp; Holman Plumbing Inc</b>		
317861	11/15/2023	
Inv	P10-22279	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Emergency Water Heater Replacement - 308 San Pascual.	2,550.00
Inv P10-22279 Total		2,550.00
317861 Total:		2,550.00
<b>MOR2900 - Morrow &amp; Holman Plumbing Inc Total:</b>		2,550.00
<b>MVCH3011 - MV Cheng &amp; Associates Inc.</b>		
317862	11/15/2023	
Inv	10/31/2023 A	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Temporary Staffing Services - Senior Accountant - October 2023	7,875.00
Inv 10/31/2023 A Total		7,875.00
Inv	10/31/2023 F	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2023	Temporary Staffing Services - Finance Manager - October 2023	5,985.00
Inv 10/31/2023 F Total		5,985.00
317862 Total:		13,860.00
<b>MVCH3011 - MV Cheng &amp; Associates Inc. Total:</b>		13,860.00
<b>PEG4590 - NUFIC</b>		
317863	11/15/2023	
Inv	October	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	Premium for EE Benefits AD&D Basic Coverage - October 2023	205.50
10/27/2023	Prem for EE Benefits AD&D Optional Supplemental - October 2023	837.20
Inv October Total		1,042.70
317863 Total:		1,042.70

Check Number	Check Date		Amount
<b>PEG4590 - NUFIC Total:</b>			1,042.70
<b>OVDR8011 - OverDrive Inc.</b>			
0	11/15/2023		
Inv	01148CO23374056		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2023	eBooks / eAudiobooks for FY2023-24		801.43
Inv	01148CO23374056 Total		801.43
Inv	01148CO23374057		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2023	eBooks / eAudiobooks for FY2023-24		2,154.93
Inv	01148CO23374057 Total		2,154.93
Inv	01148CO23374058		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2023	eBooks / eAudiobooks for FY2023-24		725.36
Inv	01148CO23374058 Total		725.36
0 Total:			3,681.72
<b>OVDR8011 - OverDrive Inc. Total:</b>			3,681.72
<b>PMHE6116 - Pape Material Handling Exchange</b>			
317864	11/15/2023		
Inv	63064767		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/08/2023	Service Yard Forklift - Preventive Maintenance. 10/8/2023		129.84
10/08/2023	Service Yard Forklift - Preventive Maintenance. 10/8/2023		129.83
Inv	63064767 Total		259.67
Inv	63064769		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/08/2023	Parks Division-John Deere Preventative Maintenance 10/8/2023		510.94
Inv	63064769 Total		510.94
317864 Total:			770.61
<b>PMHE6116 - Pape Material Handling Exchange Total:</b>			770.61
<b>PRCFCA - Parks Coffee California</b>			
317865	11/15/2023		

Check Number	Check Date		Amount
Inv	80021707		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/30/2023	Coffee Supplies & Monthly Servicing - FY23/24		203.54
Inv 80021707 Total			203.54
317865 Total:			203.54
<b>PRCFCA - Parks Coffee California Total:</b>			203.54
<b>PRKWOD - Parkwood Landscape Maintenance, Inc.</b>			
317866	11/15/2023		
Inv	106166		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/31/2023	Citywide Landscape Maint. Services - Park Maint.		43,512.38
10/31/2023	Citywide Landscape Maint. Services - Water Distribution		1,700.00
10/31/2023	Citywide Landscape Maint. Services - Prop "A" Maint.		1,250.00
10/31/2023	Citywide Landscape Maint. Services - Median Strips		5,431.84
Inv 106166 Total			51,894.22
317866 Total:			51,894.22
<b>PRKWOD - Parkwood Landscape Maintenance, Inc. Total:</b>			51,894.22
<b>PSLSV802 - Pasadena Live Scan Service</b>			
317867	11/15/2023		
Inv	11		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/31/2023	Pre-Employment Live Scan Services - July 2023		438.00
Inv 11 Total			438.00
Inv	23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Pre-Employment Live Scan Services - August 2023		469.00
Inv 23 Total			469.00
Inv	45		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Pre-Employment Live Scan Services - September 2023		400.00
Inv 45 Total			400.00
317867 Total:			1,307.00

Check Number	Check Date		Amount
<b>PSLSV802 - Pasadena Live Scan Service Total:</b>			1,307.00
<b>PATHVET - Pathway Vet Alliance Holding LLC</b>			
317868	11/15/2023		
Inv	546840		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Medical services for K9 (INV # 695285-695310-695316)		3,863.26
Inv 546840 Total			3,863.26
317868 Total:			3,863.26
<b>PATHVET - Pathway Vet Alliance Holding LLC Total:</b>			3,863.26
<b>CRPC7000 - Pech, Carlos</b>			
317869	11/15/2023		
Inv	10/20/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Firearms Training Reimbursement for Officer Pech 10/20/23		57.17
Inv 10/20/2023 Total			57.17
317869 Total:			57.17
<b>CRPC7000 - Pech, Carlos Total:</b>			57.17
<b>PHOE4610 - Phoenix Group Information Systems</b>			
317870	11/15/2023		
Inv	092023184		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/20/2023	Citations processed for the month of September 2023		4,904.44
Inv 092023184 Total			4,904.44
317870 Total:			4,904.44
<b>PHOE4610 - Phoenix Group Information Systems Total:</b>			4,904.44
<b>POS5265 - Post Alarm Systems</b>			
0	11/15/2023		
Inv	1627991		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/03/2023	Alarm Services for War Memorial Bldg. & Rec.		59.76
10/03/2023	Alarm Services for War Memorial Bldg. & Rec,		59.76
Inv 1627991 Total			119.52



Check Number	Check Date	Amount
0 Total:		119.52
<b>POS5265 - Post Alarm Systems Total:</b>		119.52
<b>PRINTOGH - Printograph, Inc.</b>		
317871	11/15/2023	
Inv	28068733	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/20/2023	High gloss stickers	323.94
Inv 28068733 Total		323.94
317871 Total:		323.94
<b>PRINTOGH - Printograph, Inc. Total:</b>		323.94
<b>PSOMAS - PSOMAS</b>		
317872	11/15/2023	
Inv	201495	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	General Plan & Downtown Specific Update - 08/25/23-09/28/23	25,809.75
Inv 201495 Total		25,809.75
317872 Total:		25,809.75
<b>PSOMAS - PSOMAS Total:</b>		25,809.75
<b>MCPSTI - Pusateri, Michele</b>		
0	11/15/2023	
Inv	PBALL(OCT23)	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Contract class Instructor - Pickleball October 2023	2,450.50
Inv PBALL(OCT23) Total		2,450.50
0 Total:		2,450.50
<b>MCPSTI - Pusateri, Michele Total:</b>		2,450.50
<b>QLET8032 - Quality Entertainment</b>		
317873	11/15/2023	
Inv	12.09.23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/23/2023	Remaining balance owed for Breakfast with Santa	250.00

Check Number	Check Date	Amount
Inv 12.09.23 Total		250.00
		<hr/>
317873 Total:		250.00
		<hr/>
<b>QLET8032 - Quality Entertainment Total:</b>		250.00
<b>RWGN8160 - Richards, Watson &amp; Gershon</b>		
317874	11/15/2023	
Inv 244887		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2023	September 2023 Legal Services	35,662.00
Inv 244887 Total		35,662.00
		<hr/>
317874 Total:		35,662.00
		<hr/>
<b>RWGN8160 - Richards, Watson &amp; Gershon Total:</b>		35,662.00
<b>ROWI2011 - Right of Way Inc.</b>		
317875	11/15/2023	
Inv 66005		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	On-Call Services for Traffic Control for K-Rails. Aug23	1,382.00
Inv 66005 Total		1,382.00
Inv 66356		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	On-Call Services for Traffic Control for K-Rails Sep23	1,382.00
Inv 66356 Total		1,382.00
Inv 66728		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	On-Call Services for Traffic Control for K-Rails.Oct23	1,382.00
Inv 66728 Total		1,382.00
		<hr/>
317875 Total:		4,146.00
		<hr/>
<b>ROWI2011 - Right of Way Inc. Total:</b>		4,146.00
<b>RHCC7101 - Rio Hondo College</b>		
317876	11/15/2023	
Inv F22-435-ZSPS		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Physical Agility Test for New Officer Gruenewald 12/15/22	25.00

Check Number	Check Date		Amount
		Inv F22-435-ZSPS Total	25.00
			<hr/>
		317876 Total:	25.00
			<hr/>
		<b>RHCC7101 - Rio Hondo College Total:</b>	25.00
			<hr/>
		<b>ACTM3010 - Robert Half International, Inc.</b>	
0	11/15/2023		
		Inv 0213416C	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/12/2023	Professional Services - Temporary Staffing - September 2023
			7,714.79
		Inv 0213416C Total	7,714.79
			<hr/>
		0 Total:	7,714.79
			<hr/>
		<b>ACTM3010 - Robert Half International, Inc. Total:</b>	7,714.79
			<hr/>
		<b>JERDGH - Rodriguez, Jose</b>	
317877	11/15/2023		
		Inv 4043	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/20/2023	Council Chambers Carpet Cleaning
			1,416.59
		Inv 4043 Total	1,416.59
			<hr/>
		317877 Total:	1,416.59
			<hr/>
		<b>JERDGH - Rodriguez, Jose Total:</b>	1,416.59
			<hr/>
		<b>SSW8031 - S &amp; S Worldwide, Inc.</b>	
317878	11/15/2023		
		Inv IN101223542	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/30/2023	Camp Med Supplies for School Year and Summer Camp
			196.22
		Inv IN101223542 Total	196.22
			<hr/>
		Inv IN101236684	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/30/2023	Camp Med Supplies for School Year and Summer Camp
			287.55
		Inv IN101236684 Total	287.55
			<hr/>
		Inv IN101264890	
		<u>Line Item Date</u>	<u>Line Item Description</u>

Check Number	Check Date		Amount
10/30/2023		Camp Med Supplies for School Year and Summer Camp	218.28
Inv IN101264890		Total	218.28
Inv IN101267945			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/30/2023		Camp Med Supplies for School Year and Summer Camp	24.80
Inv IN101267945		Total	24.80
Inv IN101272633			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/30/2023		Camp Med Supplies for School Year and Summer Camp	125.95
Inv IN101272633		Total	125.95
317878		Total:	852.80
<b>SSW8031 - S &amp; S Worldwide, Inc. Total:</b>			852.80
<b>SSDV2018 - Sandoval, Sheila</b>			
0	11/15/2023		
Inv PR 10.27.2023			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/24/2023		PR Batch 01273.10.2023 - Garnishment	956.03
10/24/2023		PR Batch 01273.10.2023 - Garnishment	119.25
Inv PR 10.27.2023		Total	1,075.28
0		Total:	1,075.28
<b>SSDV2018 - Sandoval, Sheila Total:</b>			1,075.28
<b>SHI5011 - Shift Calendars Inc</b>			
317879	11/15/2023		
Inv 25189			
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/23/2023		Fire Department Shift Calendars.	487.15
Inv 25189		Total	487.15
317879		Total:	487.15
<b>SHI5011 - Shift Calendars Inc Total:</b>			487.15
<b>SHO7777 - Showcases</b>			
0	11/15/2023		

Check Number	Check Date	Amount
Inv 327337		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/06/2023	Blu-Ray and DVD cases	422.55
Inv 327337 Total		422.55
0 Total:		422.55
<b>SHO7777 - Showcases Total:</b>		422.55
<b>MHSM4011 - Smith, Michael</b>		
317880	11/15/2023	
Inv 10/20/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Firearms Training Reimbursement for Officer Smith 10/20/23	39.17
Inv 10/20/2023 Total		39.17
317880 Total:		39.17
<b>MHSM4011 - Smith, Michael Total:</b>		39.17
<b>MLSN8264 - Snyder, Melissa</b>		
317881	11/15/2023	
Inv 10182023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Halloween Spooktacular Candy Reimbursement	382.50
10/26/2023	Reimbursement for Senior Center Trip to Tanaka Farms	612.00
Inv 10182023 Total		994.50
317881 Total:		994.50
<b>MLSN8264 - Snyder, Melissa Total:</b>		994.50
<b>CHA3010 - SPCC Corporation</b>		
0	11/15/2023	
Inv 8942		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	2 of 4 -Business Improvement Tax Allocation	22,700.00
Inv 8942 Total		22,700.00
0 Total:		22,700.00
<b>CHA3010 - SPCC Corporation Total:</b>		22,700.00



**SPBK - Springbrook Holding Company, LLC**

0 11/15/2023

Inv TM INV-007029

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	HR Module Setup and Training - September 2023	220.00

Inv TM INV-007029 Total 220.00

Inv TM INV-007030

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/16/2023	HR & Finance Training/Consultation - September 2023	275.00
10/16/2023	HR & Finance Training/Consultation - September 2023	275.00

Inv TM INV-007030 Total 550.00

0 Total: 770.00

**SPBK - Springbrook Holding Company, LLC Total:**

770.00

**SGMC2013 - St. George's Medical Clinic**

0 11/15/2023

Inv 143245

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/16/2023	Pre-Employment and Physical Exams	125.00

Inv 143245 Total 125.00

Inv 143753

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/14/2023	Pre-Employment and Physical Exams	250.00

Inv 143753 Total 250.00

Inv 99214

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/24/2023	Pre-Employment and Physical Exams	120.00

Inv 99214 Total 120.00

0 Total: 495.00

**SGMC2013 - St. George's Medical Clinic Total:**

495.00

**STA5219 - Staples Business Advantage**

0 11/15/2023

Inv 3549759370

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Strategic Planning Supplies	422.05

Check Number	Check Date	Amount
Inv 3549759370 Total		422.05
Inv 3549759371		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/10/2023	Strategic Planning Supplies	103.05
Inv 3549759371 Total		103.05
Inv 3550237739		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Senior Center Supplies	27.74
Inv 3550237739 Total		27.74
Inv 3550446999		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Senior Center Supplies	30.80
Inv 3550446999 Total		30.80
Inv 3550605348		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/21/2023	PD Office Supplies	35.27
Inv 3550605348 Total		35.27
Inv 3550695168		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	City Manager's Office - Supplies	120.89
Inv 3550695168 Total		120.89
Inv 3550695169		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Dial-a-Ride Supplies	341.76
Inv 3550695169 Total		341.76
Inv 3550888270		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Batteries, binders, dividers, pens, napkins, toner, notebooks	177.67
Inv 3550888270 Total		177.67
Inv 3550888272		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Dial-a-Ride Supplies	41.90
Inv 3550888272 Total		41.90

Check Number	Check Date	Amount
0 Total:		1,301.13
<b>STA5219 - Staples Business Advantage Total:</b>		1,301.13
<b>SCRR4010 - Superior Court of California, County of LA</b>		
317882	11/15/2023	
Inv	September 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Citations processed for the month of September 2023	2,924.50
Inv September 2023 Total		2,924.50
317882 Total:		2,924.50
<b>SCRR4010 - Superior Court of California, County of LA Total:</b>		2,924.50
<b>SWOR8032 - Swords Fencing Studio</b>		
317883	11/15/2023	
Inv	Fencing(OCT23)	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	Contract Class Instructor payment- Sword Fencing Class OCT'23.	384.00
Inv Fencing(OCT23) Total		384.00
317883 Total:		384.00
<b>SWOR8032 - Swords Fencing Studio Total:</b>		384.00
<b>TACTSECR - Tactical Integrated Security</b>		
317884	11/15/2023	
Inv	1245	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2023	Reconfiguration of CCTV camera network	1,397.04
Inv 1245 Total		1,397.04
317884 Total:		1,397.04
<b>TACTSECR - Tactical Integrated Security Total:</b>		1,397.04
<b>TAHZ8267 - Tahmizian, Jivan</b>		
317885	11/15/2023	
Inv	IndivPianoOct23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Contract class instructor payment for Individual Piano Oct 2023	468.00

Check Number	Check Date	Amount
Inv IndivPianoOct23 Total		468.00
317885 Total:		468.00
<b>TAHZ8267 - Tahmizian, Jivan Total:</b>		468.00
<b>COBR7131 - The Advantage Group</b>		
0	11/15/2023	
Inv 163634		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2023	HRA Administration Fees - October 2023	312.00
Inv 163634 Total		312.00
Inv November		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	HRA Retiree Reimbursement - November 2023	16,054.28
Inv November Total		16,054.28
0 Total:		16,366.28
<b>COBR7131 - The Advantage Group Total:</b>		16,366.28
<b>TRA5998 - Transtech Engineers, Inc.</b>		
317886	11/15/2023	
Inv 20235305		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Building officials and plan check services August 2023	28,037.00
Inv 20235305 Total		28,037.00
Inv 20235309		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	Building officials and plan check services September 2023.	23,446.00
Inv 20235309 Total		23,446.00
317886 Total:		51,483.00
<b>TRA5998 - Transtech Engineers, Inc. Total:</b>		51,483.00
<b>TRIEPIS - Tripepi, Smith and Associates, Inc.</b>		
317887	11/15/2023	
Inv 11079		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/24/2023	On-call strategic communication services - Caltrans Housing	1,472.50

Check Number	Check Date	Amount
Inv 11079 Total		1,472.50
317887 Total:		1,472.50
<b>TRIEPIS - Triepi, Smith and Associates, Inc. Total:</b>		1,472.50
<b>TRCKSPCT - Trukspect, Inc.</b>		
317888	11/15/2023	
Inv 231014		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Driver's Training for Public Works Field Staff	907.54
Inv 231014 Total		907.54
317888 Total:		907.54
<b>TRCKSPCT - Trukspect, Inc. Total:</b>		907.54
<b>UCL6115 - UCLA Cashiering Department</b>		
317889	11/15/2023	
Inv 3013-532		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Continuing Education & Certification of Fire - July 2023	2,281.47
Inv 3013-532 Total		2,281.47
Inv 3013-588		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/01/2023	Continuing Education & Certification of Fire - August 2023	2,281.47
Inv 3013-588 Total		2,281.47
Inv 3013-658		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/12/2023	Continuing Education & Certification of Fire - October 2023	2,349.91
Inv 3013-658 Total		2,349.91
317889 Total:		6,912.85
<b>UCL6115 - UCLA Cashiering Department Total:</b>		6,912.85
<b>POR4707 - United Site Services, Inc.</b>		
317890	11/15/2023	
Inv INV-02000046		
<u>Line Item Date</u>	<u>Line Item Description</u>	



Check Number	Check Date	Amount
10/25/2023	Portable Toilet Services for skate Park 09.05.23-10.02.23	597.41
Inv INV-02000046 Total		597.41
317890 Total:		597.41
<b>POR4707 - United Site Services, Inc. Total:</b>		597.41
<b>UPP7789 - Upper San Gabriel Valley MWD</b>		
317891	11/15/2023	
Inv 2/09-23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Water Purchased from MWD September 2023	88.33
Inv 2/09-23 Total		88.33
Inv 2023Q4		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Water Capacity Charge 4th QTR 2023	3,445.00
Inv 2023Q4 Total		3,445.00
Inv SoPas-10.11.23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2023	Co-funding for MWD water conservation rebates- Sept 2023	2,057.00
Inv SoPas-10.11.23 Total		2,057.00
317891 Total:		5,590.33
<b>UPP7789 - Upper San Gabriel Valley MWD Total:</b>		5,590.33
<b>VAR1111 - Vargas, Ruben</b>		
317892	11/15/2023	
Inv 10.13.23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/13/2023	Mileage Claim 10.13.23	17.95
Inv 10.13.23 Total		17.95
317892 Total:		17.95
<b>VAR1111 - Vargas, Ruben Total:</b>		17.95
<b>VMIS8011 - Venmill Industries</b>		
317893	11/15/2023	

Check Number	Check Date		Amount
Inv	18447		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/17/2023	2 VMI-Combo kits, 2 platen pads		247.00
Inv 18447 Total			247.00
317893 Total:			247.00
<b>VMIS8011 - Venmill Industries Total:</b>			247.00
<b>VERW6711 - Verizon Wireless</b>			
317894	11/15/2023		
Inv	9947105892		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/17/2023	Fire Dept iPads - AN 842311063-00002 Service 9/18/23 - 10/17/23		752.08
Inv 9947105892 Total			752.08
317894 Total:			752.08
<b>VERW6711 - Verizon Wireless Total:</b>			752.08
<b>STPHWNG - Wang, Stephen</b>			
317895	11/15/2023		
Inv	DI0923-02		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Residential Rebate- Sustainability Division		300.00
Inv DI0923-02 Total			300.00
Inv	DT0923-02		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Residential Rebate- Sustainability Division		1,200.00
Inv DT0923-02 Total			1,200.00
Inv	NT0923-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Residential Rebate- Sustainability Division		200.00
Inv NT0923-01 Total			200.00
317895 Total:			1,700.00
<b>STPHWNG - Wang, Stephen Total:</b>			1,700.00
<b>WES4152 - West Coast Arborists, Inc.</b>			

Check Number	Check Date		Amount
0	11/15/2023		
Inv	205721		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Citywide Urban Forestry Services - Consulting Services		1,445.00
Inv 205721 Total			1,445.00
Inv	205722		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Citywide Urban Forestry Services - Tree Removal		3,870.00
Inv 205722 Total			3,870.00
Inv	205723		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Citywide Urban Forestry Services - Park Maint.		2,700.00
Inv 205723 Total			2,700.00
Inv	205725		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Citywide Urban Forestry Services - Grid Pruning		24,410.00
Inv 205725 Total			24,410.00
Inv	206281		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/15/2023	Citywide Urban Forestry Services - Tree & Stump Removal		1,215.00
Inv 206281 Total			1,215.00
0 Total:			33,640.00
<b>WES4152 - West Coast Arborists, Inc. Total:</b>			33,640.00

**WLHD8020 - Westlake Hardware**

0	11/15/2023		
Inv	14303969		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/11/2023	Fire Department Supplies		125.62
Inv 14303969 Total			125.62
Inv	14304038		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Fire Department Supplies		125.62
Inv 14304038 Total			125.62

Check Number	Check Date		Amount
Inv	14304046		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2022	Fire Department Supplies		41.84
Inv 14304046 Total			41.84
Inv	14304065		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/05/2023	Fire Department Supplies		74.86
Inv 14304065 Total			74.86
Inv	14304119		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/19/2023	40 lb. bags of salt for water treatment		3,354.80
Inv 14304119 Total			3,354.80
Inv	14304120		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/25/2023	Water Production Supplies		28.69
Inv 14304120 Total			28.69
0 Total:			3,751.43
<b>WLHD8020 - Westlake Hardware Total:</b>			3,751.43
<b>WTWI8032 - WhenToWork Inc.</b>			
317896	11/15/2023		
Inv	40006974-301213		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/19/2023	Annual subscription to online scheduling service		220.00
Inv 40006974-301213 Total			220.00
317896 Total:			220.00
<b>WTWI8032 - WhenToWork Inc. Total:</b>			220.00
<b>PUFG8267 - Wong, Pauline Sam</b>			
0	11/15/2023		
Inv	AdultMoOct		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/26/2023	Adult Monthly Line Dance - Contract Class Instructor		13.00
Inv AdultMoOct Total			13.00

Check Number	Check Date	Amount
Inv	AdultWIOct	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Adult Walk-In Line Dance - Contract Class Instructor	211.25
Inv AdultWIOct Total		211.25
Inv	SeniorOctMo	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Senior Monthly Line Dance - Contract Class Instructor	16.00
Inv SeniorOctMo Total		16.00
Inv	SeniorOctWalkin	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Senior Walk-In Line Dance - Contract Class Instructor	180.00
Inv SeniorOctWalkin Total		180.00
0 Total:		420.25
<b>PUFG8267 - Wong, Pauline Sam Total:</b>		420.25
<b>CONYEE - Yee, Connie</b>		
0	11/15/2023	
Inv	FFOCT	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Functional Fitness October Walk-In	224.00
Inv FFOCT Total		224.00
Inv	FFOCT2730	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	Functional Fitness Oct 27 & 30-Contract Class Instructor	48.00
Inv FFOCT2730 Total		48.00
Inv	HIITMOOCT	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	HIIT Monthly October-Contract Class Instructor	29.25
Inv HIITMOOCT Total		29.25
Inv	HIITOCT28	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/30/2023	HIIT Class Oct 28-Contract Class Instructor	19.50
Inv HIITOCT28 Total		19.50
Inv	HIITWALKINOCT	
<u>Line Item Date</u>	<u>Line Item Description</u>	



Check Number	Check Date	Amount
10/26/2023	HIIT Walk In October-Contract Class Instructor	312.00
Inv HIITWALKINOCT Total		312.00
0 Total:		632.75
<b>CONYEE - Yee, Connie Total:</b>		632.75
<b>PTZM4011 - Zamora, Patrick</b>		
317897	11/15/2023	
Inv	09/24-28/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2023	Legal Update Training Reimbursement for K9 Officer Zamora	998.38
Inv 09/24-28/23 Total		998.38
Inv	2034071	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2023	Fuel reimbursement for training	34.38
Inv 2034071 Total		34.38
Inv	2369071	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Fuel reimbursement for training	41.39
Inv 2369071 Total		41.39
Inv	2440457	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Fuel reimbursement for training	50.00
Inv 2440457 Total		50.00
Inv	9032447	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Fuel reimbursement for training	20.00
Inv 9032447 Total		20.00
Inv	9052331	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Fuel reimbursement for training	28.63
Inv 9052331 Total		28.63
Inv	9064560	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Fuel reimbursement for training	75.00

Check Number	Check Date	Amount
Inv 9064560 Total		75.00
317897 Total:		1,247.78
<b>PTZM4011 - Zamora, Patrick Total:</b>		1,247.78
<b>EZNI5440 - Zneimer, Evelyn</b>		
317898	11/15/2023	
Inv 520351		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/24/2023	Reimbursement - Cal Cities Parking	81.00
Inv 520351 Total		81.00
317898 Total:		81.00
<b>EZNI5440 - Zneimer, Evelyn Total:</b>		81.00
Total:		452,803.65

# **ATTACHMENT 4**

## **Online Payments**

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City of  
**SOUTH PASADENA**

Online Payment Log			
Date	Vendor	Amount	Description
10/23/2023	UMPQUA Bank	\$29,210.12	Online Payment for September 2023 City Credit Card Expenses.
10/26/2023	Pitney Bowes	\$2,000.00	Re-load of Prepaid Postage Meter Funds at City Hall.
10/31/2023	So Cal Edison	\$121,525.12	Online Payment for Master Electric Account #11581.
11/7/2023	So Cal Gas	\$857.56	Online Payment for the City's SoCal Gas Accounts (09/13/23-10/13/23).

**Total:** **\$153,592.80**

City of  
**SOUTH PASADENA**

July 2022 Credit Card Expense Summary		
Date	Description	Amount
9/1/2023	SCAQMD FEES	\$703.14
9/1/2023	SCAQMD FEES	\$15.61
9/1/2023	HOBBY LOBBY - Center Pieces for Senior Event	\$100.14
9/3/2023	TARGET - Supplies for Senior Crafts	\$106.94
9/3/2023	COSTCO - Breakfast with Santa Decorations	\$55.11
9/3/2023	VDARA - CONDO HOTEL AD - Springbrook Conference	\$509.19
9/3/2023	VDARA - CONDO HOTEL AD - Springbrook Conference	\$509.19
9/3/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$27.69
9/3/2023	SOUTHWEST - Springbrook Conference Airfare	\$165.96
9/3/2023	SOUTHWEST - Springbrook Conference Airfare	\$165.96
9/3/2023	SOUTHWEST - Airfare for Primuth CalCities	\$352.96
9/3/2023	Southwest Airlines - Change Fee for Librarian	\$9.95
9/4/2023	Netflix.com for Senior Center	\$15.49
9/4/2023	HOBBY LOBBY #724 - Breakfast with Santa Decorations	\$99.13
9/6/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$12.92
9/6/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$7.60
9/6/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$33.21
9/6/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$14.80
9/6/2023	EXPEDIA - Lodging for Police Officer K9 Training Event	\$1,943.64
9/7/2023	ALASKA AIR - Police Officer Airfare for Conference	\$467.80
9/7/2023	ALASKA AIR - Police Officer Airfare for Conference	\$467.80
9/7/2023	TARGET.COM	\$90.12
9/7/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$26.50
9/7/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$33.74
9/7/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$21.59
9/7/2023	STARTINFINITY.COM - Infinity Training Upgrade	\$1,499.00
9/7/2023	CALPERS CVENT - CalPERS Educational Forum	\$499.00
9/7/2023	SHAKERS PASADENA - City Council Meeting Dinner 09/06/2023	\$255.20
9/8/2023	Gus's BBQ - South Pasadena - SGV Economic Partnership Lunch	\$71.30
9/8/2023	VDARA - CONDO HOTEL - Springbrook Conference	\$509.19
9/8/2023	Eco-Quality Analysis	\$685.00
9/8/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$23.50
9/8/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$23.03
9/8/2023	CalCities LA Division Luncheon (Binns, Chaparyan, Megerdichian)	\$225.00
9/8/2023	SOUTHWEST - Springbrook Conference Airfare	\$131.94
9/8/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$29.99
9/8/2023	CSMFO - Finance Staff Training	\$150.00
9/8/2023	CSMFO - Job Posting for Finance Manager Position	\$275.00
9/8/2023	CalCities LA Division Luncheon (Primuth, Zneimer, Braun)	\$225.00
9/10/2023	Tesla - Automobile & Truck Dealer - New & Used	\$275.00
9/10/2023	CONSTANTCONTACT.COM - Continuity/Subsription Merchants	\$232.00
9/10/2023	ICMA ONLINE - Job Posting for Finance Manager Position	\$75.00
9/10/2023	MIKE AND ANNES INC - Deputy City Clerk Rater Lunch	\$150.00
9/10/2023	ZOOM.US for Community Development	\$17.19
9/10/2023	WALMART.COM - Camp Med Supplies	\$37.50
9/10/2023	WALMART.COM - Camp Med Supplies	\$33.96
9/10/2023	GOVERNMENT FINANCE OFFIC - Job Posting for Finance Manager Position	\$150.00
9/10/2023	LA COUNTY POLICE CANINE ASSOCIATION - Advance K9 Seminar	\$400.00
9/10/2023	GOTPRINT.COM - Printing of Library Hours Bookmarks	\$176.97
9/11/2023	WORDPRESS - Billing for City Hall Scoop Domain	\$115.00
9/11/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$22.56
9/11/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$29.36
9/12/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$17.48
9/12/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$30.55



9/12/2023	CalCities Reception Annual Conference	\$75.00
9/12/2023	CalCities Reception Annual Conference	\$75.00
9/12/2023	CalCities Reception Annual Conference	\$75.00
9/12/2023	CalCities Reception Annual Conference	\$75.00
9/12/2023	CalCities Reception Annual Conference	\$75.00
9/12/2023	CalCities Reception Annual Conference	\$75.00
9/13/2023	FEDEX - Refund	-\$33.08
9/13/2023	FEDEX - Shipping of Former Employee Belongings	\$13.87
9/13/2023	CalCities Reception Annual Conference	\$75.00
9/13/2023	OC SHERIFFS DEPT KATELLA - Traffic Collision Investigation Training	\$350.00
9/13/2023	COSTCO - Snacks for Senior Center Healthy Aging Fair	\$112.41
9/14/2023	FEDEX - Purchase of Box	\$33.08
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$53.13
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$32.12
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$21.61
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$29.75
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$5.88
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$0.25
9/14/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$0.31
9/14/2023	LA MONARCA BAKERY - Refreshments for Community Listening Session	\$55.59
9/14/2023	THE HOME DEPOT #6610 - Halloween Decorations	\$416.75
9/14/2023	THE HOME DEPOT #6610 - Senior Center Halloween Supplies	\$416.75
9/14/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$30.07
9/14/2023	EZ CATER SUBWAY - Lunch for Senior Health Fairs	\$874.00
9/14/2023	BEE REMOVERS - Humane Bee Removal	\$545.00
9/15/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$17.86
9/15/2023	MIKE AND ANNES INC - Eating Places Restaurants	\$88.97
9/15/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$14.10
9/15/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$4.07
9/15/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$15.30
9/15/2023	USPS - Overnight of Tesla Payment	\$28.75
9/17/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$40.86
9/17/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$0.17
9/17/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$0.19
9/17/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$0.22
9/17/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$21.46
9/17/2023	WESTLAKE ACE S. PASADENA - Camp Med Program Supplies	\$135.13
9/17/2023	WESTLAKE ACE S. PASADENA - Halloween Decorations	\$55.09
9/17/2023	Gus's BBQ - South Pasadena - Arroyo Verdugo Cities Legislation Meeting	\$229.23
9/17/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$57.01
9/17/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$0.15
9/17/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$5.40
9/17/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$28.46
9/17/2023	EL SERENO TIRE SHOP - Tires for Transit	\$296.46
9/17/2023	O'REILLY AUTO PARTS 3213 - Transit Supplies	\$18.60
9/18/2023	GALES RESTAURANT - Working Lunch for CM Office	\$75.94
9/19/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$31.12
9/19/2023	Disney PLUS - Subscription for Camp Med	\$109.99
9/19/2023	CALACT - Conference for Transit	\$750.00
9/20/2023	Gus's BBQ - South Pasadena - Library Staff Appreciation Event	\$127.04
9/20/2023	SOUTHWEST - ICMA Conference Airfare	\$137.99
9/20/2023	HABIT S PASADENA 322 - City Council Meeting Refreshments 09/18/2023	\$137.20
9/20/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$65.55
9/20/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$50.03
9/20/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$25.07
9/20/2023	SPIRIT AIRLINES - Fire Department - Flight for Papadakis Recertification Training	\$420.78
9/20/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$23.50
9/20/2023	SP TESMANIAN - Automotive Parts Accessories - Floor mats for Tesla	\$157.67
9/20/2023	PANERA BREAD - Housing Working Lunch	\$187.46
9/21/2023	PAVILIONS #2228 - Grocery Stores Supermarkets	\$28.72
9/21/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$24.44

9/21/2023	CalCities Reception Annual Conference	\$75.00
9/21/2023	CAFE X2O SOUTH PASADENA - Children's Services Librarian Rater Lunch	\$18.79
9/21/2023	FIORE MARKET CAFE - Children's Services Librarian Rater Lunch	\$37.08
9/21/2023	AMAZON - Code Enforcement Vehicle Battery Jump Starter Kit	\$99.21
9/21/2023	UBER TRIP - ICMA Conference	\$31.18
9/21/2023	LYFT RIDE - CalCities Conference Transportation	\$3.00
9/21/2023	LYFT RIDE - CalCities Conference Transportation	\$14.00
9/22/2023	KRISPY KREME #910 - Refreshments for Employee Training	\$56.47
9/22/2023	ESQUIRE GRILLE SMF - CalCities Annual Conference Lunch	\$30.41
9/22/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$56.64
9/22/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$61.51
9/22/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$19.27
9/22/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$13.63
9/22/2023	WINCHELL'S DONUTS #9102A - Express Payment Services (Fast Food)	\$56.96
9/22/2023	BOB HOPE AIRPORT - Parking	\$34.00
9/22/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$32.31
9/24/2023	WESTLAKE ACE S. PASADENA - Return	-\$110.24
9/24/2023	HYATT REGENCY SACRAMENTO - CalCities Conference for Chaparyan	\$499.64
9/24/2023	HYATT REGENCY SACRAMENTO - CalCities Conference for Megerdichian	\$499.64
9/24/2023	HYATT REGENCY SACRAMENTO - CalCities Conference for Binns	\$499.64
9/24/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$58.28
9/24/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$18.13
9/24/2023	SOUTHWEST - CalCities Conference Airfare	\$137.99
9/24/2023	SOUTHWEST - CalCities Conference Airfare	\$137.99
9/24/2023	HYATT REGENCY SACRAMENTO - CalCities Conference Lunch	\$284.83
9/24/2023	PAVILIONS #2228 - Camp Med Snacks	\$31.61
9/24/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$43.32
9/24/2023	SOUTHWEST - CalCities Conference Airfare	\$157.99
9/24/2023	SOUTHWEST - CalCities Conference Airfare	\$157.99
9/24/2023	LYFT RIDE - CalCities Conference Transportation	\$32.72
9/25/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$31.11
9/25/2023	SHERATON - Sheraton	\$500.10
9/25/2023	SHERATON - Sheraton	\$500.10
9/25/2023	SHERATON - Sheraton	\$500.10
9/26/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$19.89
9/26/2023	FIORE MARKET CAFE- HR Management Assistant Rater Lunch	\$58.98
9/27/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$47.76
9/27/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$1.20
9/27/2023	CALIFORNIA PEACE OFFICERS ASSOCIATION - Copwest 2023 Expo Tuesday	\$25.00
9/27/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$8.84
9/27/2023	CAFE X2O SOUTH PASADENA - Tenant Protection Community Meeting	\$160.96
9/27/2023	CAFE X2O SOUTH PASADENA - Tenant Protection Community Meeting	\$170.89
9/27/2023	ICMA	\$65.70
9/28/2023	CONTAINERSTORE.COM - DVD Storage Containers	\$149.85
9/28/2023	AMIGOSLIBRA - Course Fee for Librarian Olivia Radbill	\$135.00
9/28/2023	AMIGOSLIBRA - Course Fee for Librarian Alexis Mendoza	\$135.00
9/28/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$34.65
9/28/2023	PORTO'S BAKERY - Public Works All Hands Meeting Expense	\$100.55
9/28/2023	CANOE HOUSE - Accounting Technician Rater Lunch	\$81.88
9/28/2023	PASADENA - SO CAL BASE - CNG Fuel for Transit	\$49.04
9/28/2023	PASADENA - SO CAL BASE - CNG Fuel for Motor Officers	\$45.91
9/28/2023	GFOA - Interactive LMS Virtual Training	\$85.00
9/28/2023	GFOA - Membership for J. Downs	\$135.00
9/28/2023	GFOA - Membership for H. Tran	\$170.00
9/28/2023	ICMA	\$135.00
9/28/2023	IACP - Membership Organizations Registration for Chief Solinsky	\$600.00
9/28/2023	TOMATO PIE PIZZA JOINT - City Council Meeting Dinner	\$290.69
9/29/2023	TRADER JOE'S #116 - Flower Arrangement Class Supplies	\$33.01
9/29/2023	TRADER JOE'S #116 - Flower Arrangement Class Supplies	\$16.50
9/29/2023	TRADER JOE'S #116 - Flower Arrangement Class Supplies	\$34.10
9/29/2023	AUSTIN MARRIOTT DOWNTOWN - ICMA Hotel	\$2,039.42

9/29/2023	HABIT S PASADENA 322 - City Council Meeting Refreshments 09/27/2023	\$49.30
9/29/2023	LA QUINTA INN HAYWARD - Library Director Conference	\$114.57
9/29/2023	LA QUINTA INN HAYWARD - Library Director Conference	\$100.00
9/29/2023	Tesla Inc Supercharger - Electric Vehicle Charging	\$18.36
9/29/2023	CHEVRON 0308292 - Fuel for Motor Officers	\$33.44
9/29/2023	SMART AND FINAL 321 - Flower Arrangement Class Supplies	\$30.86
9/29/2023	BROWN AND CALDWELL - Job Advertisement	\$200.00
<b>Total:</b>		<b>\$29,210.12</b>

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**ATTACHMENT 5**  
**Prepaid &Warrant Voids**

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# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 10/24/2023 - 5:14PM  
 Batch: 00007.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: MAC7777				Anthea Macdonald						
Check No: 317646				Check Date: 10/18/2023						
	140.40	ScottCoutDanc	09/28/2023	Contract Class Instructor payment Scottish Country Dance (SEP)					No	0
101-8030-8032-8267-000										
Check Total:	140.40									
Vendor Total:	140.40									
Report Total:	140.40									

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 10/24/2023 - 4:39PM  
 Batch: 00006.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CRPC7000	Carlos Pech									
Check No: 309550	Check Date: 01/15/2020									
	41.06	11.25.19	11/25/2019	Reimb. Training Class Ofer. Pech					No	0
101-4010-4011-8210-000										
Check Total:	41.06									
Check No: 311774	Check Date: 12/16/2020									
	36.23	11.12.2020	12/07/2020	Training Class Reimb. November 12th					No	0
101-4010-4011-8210-000										
Check Total:	36.23									
Vendor Total:	77.29									
Report Total:	77.29									

# Accounts Payable

## Void Check Proof List

User: calvarez  
Printed: 10/24/2023 - 3:41PM  
Batch: 00003.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: MARLJN	Mario Lujan									
Check No: 315292	Check Date: 10/19/2022									
	140.00	124869	09/19/2002	Class cancellation refund due to low enrollment.					No	0
101-0000-0000-5270-002										
Check Total:	140.00									
Vendor Total:	140.00									
Report Total:	140.00									

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 10/24/2023 - 4:15PM  
 Batch: 00005.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: TYCSTM				T.Y. Custom Design Inc.						
Check No: 317029				Check Date: 07/19/2023						
	943.09	I-3440	05/15/2023	City of South Pasadena Seal Pins & Die-Fee					No	0
101-2010-2011-8020-000										
Check Total:	943.09									
Vendor Total:	943.09									
Report Total:	943.09									

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 10/24/2023 - 3:45PM  
 Batch: 00004.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: DANG5011				Dangra Inc.						
Check No: 317610				Check Date: 10/18/2023						
	1,520.96	S1531339.001	09/28/2023	Blue Street Reflectors for Fire Hydrants					No	0
500-6010-6710-8020-000										
Check Total:	1,520.96									
Vendor Total:	1,520.96									
Report Total:	1,520.96									

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**ATTACHMENT 6**  
**Payroll Summary**

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# Payroll

## Payroll Summary Report



**Payroll Date:** 10/27/2023 Regular

Checks	\$	1,803.80
Direct Deposits	\$	528,432.35
IRS Payments	\$	102,688.62
EDD - State of CA	\$	32,119.51
PERS Pension	\$	136,172.40
Deferred Comp	\$	28,917.62
PERS Health	\$	-
<b>Subtotal:</b>	<b>\$</b>	<b>830,134.30</b>

**Payroll Date:** 10/28/2023 Off-Cycle

Checks	\$	-
Direct Deposits	\$	1,181.06
IRS Payments	\$	127.03
EDD - State of CA	\$	27.10
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
<b>Subtotal:</b>	<b>\$</b>	<b>1,335.19</b>

**Grand Total:** \$ **831,469.49**

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# City Council Agenda Report

ITEM NO. 8

**DATE:** November 15, 2023

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

**PREPARED BY:** Angelica Frausto-Lupo, Community Development Director  
Leah Demarest, Senior Planner for Housing Programs

**SUBJECT:** **Second Reading and Adoption of an Ordinance of the City Council of the City of South Pasadena, California Amending Article X ("Just Cause for Eviction") of Title 17 ("Health and Sanitation") of the South Pasadena Municipal Code**

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## **Recommendation**

It is recommended that the City Council consider the adoption of an ordinance amending Article X ("Just Cause for Eviction") to Title 17 ("Health and Sanitation") of the South Pasadena Municipal Code.

## **Executive Summary**

The purpose of the proposed ordinance is to address the issue of substantial remodel evictions. At the City Council Meeting on November 1, 2023, the City Council approved the introduction and first reading of a proposed just cause for eviction ordinance amending the City's Just Cause provisions.

## **Background**

On January 2021, the City Council adopted Ordinance No. 2351, which added Article X, titled "Just Cause for Eviction," to Chapter 17 of the South Pasadena Municipal Code. The City Council found this ordinance to be more protective than the state Tenant Protection Act of 2019 (commonly known as "AB 1482"), as it established additional requirements for an owner to terminate a tenancy due to the no-fault just cause of the owner's intent to substantially remodel.

On April 19, 2023, the City Council received public comments from concerned community members and affected tenants about substantial remodel evictions. In response to the comments received, the City Council unanimously voted at the April 19<sup>th</sup> City Council Meeting to direct staff to review the City's Just Cause provisions and return with an analysis of how they may be strengthened to further address concerns about substantial remodel evictions.

At the City Council Meeting on May 17, 2023, the City Council voted unanimously to adopt an Urgency Ordinance establishing a 45-day moratorium on no-fault just cause terminations of tenancy and to form an Ad Hoc Committee consisting of Mayor Primuth and Councilmember Donovan to participate in developing the ordinance.

At the City Council Meeting on June 13, 2023, staff presented a draft ordinance amending Just Cause provisions to address the specific issue of substantial remodel evictions. The City Council directed staff to further study the matter and specifically requested that staff explore the creation of a mediation program, consider the addition of a sunset clause in a revised ordinance, and analyze the economic impact of a revised ordinance.

At the City Council Meeting on June 28, 2023, the City Council extended the moratorium on terminations of tenancy for no-fault just cause, as defined in South Pasadena Municipal Code section 17.106(b)(2), to provide time to City staff to study the issue of terminations of tenancy for substantial remodels. The moratorium is set to expire on December 28, 2023. In the months since, staff has conducted additional community outreach to both tenants and landlords, research and analysis, and has worked with the City Council Ad Hoc Committee to prepare amended Just Cause provisions for the City Council's consideration.

At the City Council Meeting on November 1, 2023, staff presented a proposed ordinance containing the following amendments to the City's Just Cause provisions (Section 17.106 of South Pasadena Municipal Code):

1. Removal of "substantially remodel" as a "no-fault just cause," as defined in South Pasadena Municipal Code section 17.106(b)(2), for terminating a tenancy. (See, New Section 17.111(a)). Retain "intent to demolish the residential real property" as a "no-fault just cause." (See, New Section 17.108(d))
2. Addition of a "Tenant Protections During Temporary Untenantable Conditions Resulting from Necessary and Substantial Repairs" section. (See, New Section 17.111). This new section will:
  - a. Provide a definition of "Necessary and Substantial Repairs;"
  - b. State that "Necessary and Substantial Repairs" are not a valid basis for a "no-fault just cause" termination of a tenancy;
  - c. Establish requirements for a landlord to mitigate temporary untenable conditions resulting from Necessary and Substantial Repairs, including provision of temporary relocation assistance; and
  - d. Establish a tenant's option to voluntarily terminate tenancy under specified circumstances pursuant to a tenant buyout agreement.
3. Addition of a "Tenant Buyout Agreements" section. This new section will set forth provisions to ensure the protection of tenants in the negotiation and execution of a proposed buyout agreement.

The provisions of current Section 17.106 have also been reorganized with additional headings and section numbers to break up the text so that the ordinance is easier to read

and follow. Last, a new section (Section 17.116) was added to allow the City Manager to adopt administrative procedures, regulations, and guidelines for the implementation of the provisions. This is typical in cities where tenant protection ordinances have been adopted.

The City Council unanimously approved the introduction and first reading of the proposed ordinance with the following minor corrections that were noted in staff's presentation:

1. On page 3 of 11 in Section 17.108(c)(2): Change "clause (i)" to "clause (1).
2. On page 7 of 11 and page 8 of 11 in Section 17.112: Change "subsection b," "Requirement for Buyout Agreements" to "subsection c" and re-letter the subsequent subsections accordingly.
3. On page 8 of 11 in Section 17.112(f) (as revised per the above): Change "along with proof of service to the tenant of the disclosure notice" to "along with proof of service to the tenant of the buyout agreement."

The City Council also indicated that they would like a review of the ordinance three months after it takes effect.

## **Analysis**

### Strengthening Local Substantial Remodel Provisions

In the 2021-2029 Housing Element, the City commits to the expansion of tenant protections, making the following statement:

*South Pasadena renters are important members of the community and make up about 53.5% of the city's population. The City's efforts to advance housing that is affordable to people of all income levels must include not only longer-term strategies like facilitating housing production, but also policies and programs that help South Pasadena's existing renters remain in (or return to) their homes and their broader community.*

The City has the authority under Civil Code Section 1946.2(g)(1)(B) to adopt a local ordinance regulating just cause evictions, as long as findings are made that the ordinance is consistent with the terms of AB 1482 and that the provisions of the local ordinance are more protective than AB 1482 in (i) limiting the reasons for just cause eviction, (ii) requiring higher relocation assistance amounts, or (iii) imposing additional tenant protections not prohibited by other provisions of law. These findings are included in Section 1 of the proposed ordinance.

Over the last few months, staff has carried out several community engagement efforts to gather input from South Pasadena renters, rental property owners, and interested community members about potential changes to the City's Just Cause provisions on substantial remodel evictions. Such efforts included the following:

- Rental property owner survey (92 responses)



## Second Reading and Adoption of Just Cause for Eviction Ordinance

November 15, 2023

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- Renter survey (184 responses)
- Individual staff meetings with renters (23) and property owners (13)
- Rental property owner focus group (8 participants)
- Renter focus group (9 participants)
- Hybrid (in-person and virtual) community meeting (about 45 attendees)

The proposed ordinance addresses input from tenants and rental property owners and achieves the City Council's direction to develop an ordinance that addresses the issue of substantial remodel evictions in South Pasadena.



### **Fiscal Impact**

The adoption of an ordinance will have a minimal fiscal impact in terms of staff time to develop informational content on the City's website and to field any questions from members of the public.

### **Key Performance Indicators and Strategic Plan**

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

### **Commission Review and Recommendation**

This item was not reviewed by a commission or board.

Attachments:

1. Proposed Ordinance

# **ATTACHMENT**

Proposed Ordinance

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## ORDINANCE NO. 23XX

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X (“JUST CAUSE FOR EVICTION”) OF TITLE 17 (“HEALTH AND SANITATION”) OF THE SOUTH PASADENA MUNICIPAL CODE

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

**Section 1.** Findings. In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this just cause eviction provisions set forth in this Ordinance are more protective than those required under the Tenant Protection Act of 2019, Assembly Bill 1482 (“AB 1482”), in that the protections set forth under this Ordinance are consistent with the just cause eviction provisions under AB 1482 and this Ordinance limits the reasons for termination of a residential tenancy and provides additional tenant protections that are not prohibited by any other provision of law.

**Section 2.** Code Amendment. Article X (“Just Cause for Eviction”) of Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

**“17.106 Termination of Tenancy and Applicability.** Notwithstanding any other law, if a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy, as described in Section 17.109(b) below. For purposes of this Article X, “just cause” includes either “at-fault just cause” or “no-fault just cause” as defined in Section 17.107 and Section 17.108.

If any additional adult tenant has been added to the lease before an existing tenant had continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more. (2) At least one tenant of multiple tenants has continuously and lawfully occupied the residential real property for 24 months or more.

#### **17.107 At-Fault Just Cause.**

For purposes of this Article, “at-fault just cause” includes any of the following:

(a) Default in the payment of rent.

(b) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to,

violation of a provision of the lease after being issued a written notice to correct the violation.

(c) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(d) Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(e) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(f) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(g) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

(h) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(i) The employee, agent, or licensee's failure to vacate after being terminated as an employee, agent, or a licensee, as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(j) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in California Civil Code section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

#### **17.108 No-Fault Just Cause.**

For purposes of this Article, "no-fault just cause" includes any of the following:

(a) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents.

(b) Withdrawal of the residential real property from the rental market.

(c) (1) The owner complying with any of the following:

(A) An order issued by a government agency that red tags the residential real property or a rental unit on such property that necessitates vacating the property or unit or a court order relating to habitability that necessitates vacating the residential real property or a rental unit on such property.

(B) An order issued by a court to vacate the residential real property.

(C) A local ordinance that necessitates vacating the residential real property.

(2) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (1), the tenant shall not be entitled to relocation assistance as outlined in Section 17.110.

(d) Intent to demolish the residential real property.

### **17.109 Just Cause Curable Lease Violation.**

Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

### **17.110 No-Fault Just Cause Tenant Relocation Assistance.**

(a) (1) For a tenancy for which just cause is required to terminate the tenancy under this Article, if an owner of residential real property issues a termination notice based on a “no-fault just cause” described in Section 17.108, the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3) herein.

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for “no-fault just cause”, the owner shall notify the tenant of the tenant’s right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided herein, the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant’s rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

#### **17.111 Tenant Protections for Necessary and Substantial Repairs.**

(a) Necessary and Substantial Repairs ("Necessary and Substantial Repairs") shall not be a valid basis for a "no-fault just cause" termination of tenancy under Section 17.108 of this Article. Necessary and Substantial Repairs include an owner's undertaking in good faith of substantial repairs that are necessary to bring the residential real property and/or rental unit into compliance with housing, health, building or other applicable codes and laws and/or codes and laws affecting the health and safety of tenants of the building; replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a governmental agency; and the abatement of hazardous materials, including lead-based paint, mold or asbestos, in accordance with federal, state and local laws. Necessary and Substantial Repairs do not include cosmetic improvements.

(1) If the Necessary and Substantial Repairs result in untenable conditions in the residential real property that require the tenant to temporarily vacate, the owner shall provide the tenant with relocation benefits as set forth in paragraph (5) herein. Untenable conditions include the conditions described in California Civil Code Section 1941.1 and any other condition that renders the residential real property in violation of health, safety, and habitability codes and laws, including exposure of the tenant to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos or any other condition that makes the rental unit incapable of being safely occupied.

(2) The owner shall not commence Necessary and Substantial Repairs unless the owner has obtained all necessary building permits from the City of South Pasadena and has provided written notice to the tenant that includes the tenant's right to temporary relocation benefits pursuant to this section; a description of the repairs to be completed, the expected duration of the repairs, the expected duration of the temporary untenable conditions, and mitigation measures to be taken; and a copy of the permits necessary to undertake the repairs. Notice shall be provided in the primary language of the tenant. If the abatement of hazardous materials does not require any permit, the owner shall provide with the written notice a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials. Written notice should be provided to the tenant at least thirty (30) days prior to commencement of the Necessary and Substantial Repairs. If the Necessary and Substantial Repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(3) The owner shall mitigate untenable conditions resulting from Necessary and Substantial Repairs either through actions to ensure that the tenant can safely remain in their rental unit as set forth in paragraph (4) below or by providing relocation benefits as set forth in paragraph (5) below. These two mitigation measures



should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the Necessary and Substantial Repairs.

(4) In order to mitigate temporary untenable conditions, if the tenant remains in their rental unit and in accordance with paragraph (3), the owner shall:

(A) Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

(B) Provide the tenant with notice of the scheduled construction hours;

(C) Provide for protection of tenant's personal property during construction;

(D) Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

(E) Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

(F) Take reasonable steps to prevent the disruption of major systems during construction;

(G) Take reasonable steps to limit noise and dust within the unit from construction;

(H) Provide for the safe storage of construction equipment and materials;

(I) Provide for the safe ingress and egress of tenant and tenant's guests;

(J) Conform to permitted construction hours under this code or project permits; and

(K) Post a notification to tenants 30 days prior to commencement of Necessary and Substantial Repair activities in an easily observable location at or near tenant entrances, which notice shall state the expected duration of the construction work and briefly describe the nature of the work and mitigation measures to be taken, and shall remain posted throughout the course of construction. Such notice shall be in the primary language(s) of all tenants of the residential real property. If the Necessary and Substantial Repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(5) When the Necessary and Substantial Repairs necessitate that the tenant temporarily vacate the rental unit as described in paragraphs (1) and (3), the

owner shall provide the tenant with the following temporary relocation benefits during the temporary displacement period:

(A) Owner shall advance to the tenant at the time that they vacate, based on a reasonable estimate of the displacement duration, and every 15 days thereafter as needed:

(i) A per-diem payment in an amount based on a daily rate equal to two (2) times the daily pro-rata portion of the rental rate of the tenant's rental unit plus an amount based on the most recent Federal General Services Administration per-diem rates for Los Angeles County for meals and incidentals per tenant or occupant who is 12 years of age or older and is listed on the most current lease agreement.

(B) Owner shall have the option, in lieu of providing relocation assistance in accordance with paragraph (A), of providing the tenant with comparable housing owned by the owner within the same building or in another building owned by Owner at any time during the period of displacement, subject to the following:

(i) If the owner provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at the same comparable housing during the period of displacement.

(C) Owner shall pay the actual costs of moving and storage if tenant is required to remove personal property from the rental unit. Owner may provide a storage facility within a five (5) mile radius of tenant's rental unit.

(D) The displacement and relocation of a tenant pursuant to this paragraph (5) shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his/her/their rental unit upon the completion of the Substantial and Necessary Repairs necessitating the tenant to temporarily vacate the rental unit.

(b) Option to voluntarily terminate tenancy.

(1) If the temporary untenable conditions of a rental unit are projected to persist for thirty (30) days or more, the tenant of the rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of section 17.112 below, and the return of any security deposit that cannot be retained by the owner under applicable law.

(2) If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by Section 17.111(a)(2), the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of section 17.112 below shall be renewed.

### **17.112 Tenant Buyout Agreements.**

(a) Notice of Buyout Agreement. At the time Owner provides notice to the tenant of the commencement of the Necessary and Substantial Repairs as set forth in

Section 17.111(a)(2), Owner shall provide notice of tenant's option to voluntarily terminate their tenancy pursuant to a tenant buyout agreement. The notice shall be in the form approved by the Housing Division and Owner shall include the exact manner in which owner should be contacted by tenant in order to receive a buyout agreement. Notice shall be provided in the primary language of the tenant.

(b) Owner's Disclosure Prior to Buyout Offer. At the same time a proposed buyout agreement is provided, the owner shall provide each tenant in the rental unit a written disclosure in the primary language of the tenant, on a form approved by the Housing Division, translated at the owner's expense, that shall include all of the following:

(1) A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;

(2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

(3) A statement that the tenant may rescind the buyout agreement for up to five (5) days after it is fully executed;

(4) A statement that the tenant may contact the Housing Division for information about other buyout agreements in the tenant's neighborhood and other relevant information;

(5) Any other information required by the Housing Division consistent with the purpose and provisions of this Section; and

(6) A space for each tenant to sign and write the date the owner provided the tenant with the disclosure notice.

(c) Requirement for Buyout Agreements. A buyout agreement that does not satisfy all the requirements of this Section shall be deemed void and of no force or effect. In such case, the owner shall be required to provide the tenant temporary relocation assistance as set forth in Section 17.111.

(1) The buyout agreement shall be in writing in the primary language of the tenant, translated at the owner's expense.

(2) The buyout agreement shall include the following statement in bold letters in at least 12-point in close proximity to the space reserved for the signature of the tenant:

(A) "You, the tenant, may cancel this buyout agreement in writing at any time on or before the fifth (5th) day after all parties have signed this buyout agreement."

(B) "You have a right not to enter into a buyout agreement."

(C) "You may choose to consult with an attorney before signing this buyout agreement. The City of South Pasadena Housing Division may also have information about other buyout agreements in your neighborhood."

(3) The owner shall specify in the buyout agreement the exact manner in which the tenant shall contact the landlord should the tenant decide to cancel or rescind the buyout agreement.

(d) The owner shall provide to the tenant a copy of the fully executed buyout agreement with proof of personal service within one day of owner's receipt of the fully executed buyout agreement.

(e) Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to five (5) days after the fully executed buyout agreement with a proof of service is provided to the tenant. In order to rescind a Buyout Agreement, the tenant must hand-deliver, email, or send by certified mail, return receipt requested, as specified in the buyout agreement, a statement to the owner indicating that the tenant has rescinded the buyout agreement. Owner shall provide written notice to the Housing Division within ten (10) days if the tenant has rescinded the buyout agreement.

(f) Filing of Buyout Agreement and Disclosure Notice. The owner shall file with the Housing Division a copy of the executed buyout agreement and disclosure notice, along with proof of service to the tenant of the buyout agreement as required in this Section, within ten (10) days after the buyout agreement is executed by all parties.

### **17.113 Exemptions**

(a) This Article X shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the U.S. Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) The tenants have been provided written notice that the residential property is exempt from this section.

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

#### **17.114 Notices Related to Existence of Provisions; Waiver and Remedies.**

(a) An owner of residential real property, with a tenancy existing prior to December 31, 2019, and subject to this section, shall provide written notice to the tenant as follows:

“South Pasadena law provides that after a tenant has continuously and lawfully occupied a property for 12 months or more, or at least one tenant of multiple tenants has continuously and lawfully occupied the property for 24 months or more, the landlord must provide a statement of cause in any notice to terminate a tenancy.”

The provision of the notice shall be subject to Section 1632 of the California Civil Code.

(b) Any waiver of the rights under this section shall be void as contrary to public policy.

(c) An owner's failure to strictly comply with this Article X shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action.

**17.115 Definitions.**

For the purposes of this section, the following definitions shall apply:

(a) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

(b) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

**17.116 Administrative Regulations**

To implement and enforce this Article X, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Article X. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City’s website or made available by the City when so adopted.

**Section 3.** CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guideline section 15183 (“Action Consistent with General Plan and Zoning”); section 15378 (“No Project”), and section 15061(b)(3) (“No Significant Environmental Impact”).

**Section 4.** Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

**Section 5.** Effective Date. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED, and ADOPTED ON this 15th day of November, 2023.**

\_\_\_\_\_  
Jon Primuth, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark Perez, Deputy City Clerk  
(seal)

\_\_\_\_\_  
Roxanne Diaz, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of November 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Mark Perez, Deputy City Clerk



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# City Council Agenda Report

ITEM NO. 9

**DATE:** November 15, 2023

**FROM:** Arminé Chaparyan, City Manager *Ac*

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

**SUBJECT:** **Approval of a Task Order with Annealta Group for Street Improvement Project, Construction, & Inspection Management for City's Improvement Projects**

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## **Recommendation**

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with Annealta Group to provide project management, construction management, and inspection management services for the City's street, sidewalk, curb and gutter, and related infrastructure improvement projects in the amount of \$129,888.00, inclusive of \$118,080.00 in fees and a 10% contingency of \$11,808.00.

## **Background**

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure. City Council recently awarded a street improvement construction contract, and additional construction contracts are planned for 2024. Project, construction, and inspection management professional services are needed to implement the street improvements.

## **Analysis**

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. Annealta Group is one of the consultants approved by the City Council, having submitted a proposal to provide program, project & grant management services, construction management and inspection services. Annealta is well qualified to complete the scope of work required. Annealta's scope of work, under this task order, includes providing project, construction, and inspection management professional services utilizing two dedicated staff, a Senior Project Manager and an Assistant Construction Manager.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follows City Council's adopted

procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to Council for approval.

**Fiscal Impact**

Adequate funding for this project has been adopted in the FY 2023-2024 Budget under the Street Repairs CIP Project, with \$3,886,103 appropriated to CIP Account No. 400-9000-9203-9203-000. This account includes a \$2,298,445 transfer from the Fund 104 Street Improvement Program Account. The recently awarded street improvement contract construction contract will encumber \$1,270,500 of this \$2,298,445, leaving \$1,027,945 of Fund 104 project budget, from which this \$129,888 task order will be sourced.

**Environmental Analysis**

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

**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.

**Attachment**

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

**ATTACHMENT**

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

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**TASK ORDER NO. ANTLAGRP-002**

**TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-107)**

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

**RECITAL**

- A.** City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **September 28, 2022** by which the Consultant agreed to perform **Program, Project & Grant Management Services, Construction Management Services, and Inspection 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:

**Street Improvement Project, Construction, and Inspection Management**

Provide project management, construction management, and inspection management services for the City’s street, sidewalk, curb and gutter, and related infrastructure improvement projects.

**Task 001 – Street Improvement Project, Construction, and Inspection Management:**

- a. Provide project management services under the direction of the City's Director of Public Works/City Engineer. Provide services from a construction manager, including construction of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, and other components.
- b. Provide complete construction management, construction administration, inspection services and labor compliance for street improvement projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor’s labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.
- c. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of

- requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.
- d. Maintain compliance of project records in compliance with the Standard Specifications for Public Works, Caltrans manual, City standards and construction documents, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, and compliance with NPDES and Caltrans encroachment permit requirements, if required.
  - e. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner. Assist City in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.
  - f. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval. Review, negotiate, process and monitor contract change orders with the City's approval. Review extra work invoices. Review and respond to RFIs in a timely manner.
  - g. Develop solutions to problems identified in the field with City approval.
  - h. Maintain all records and meet reporting requirements.
  - i. Provide community outreach and public outreach services as required. Identify and issue notice to contractor of safety concerns and violations.
  - j. Provide project status and overall condition of construction projects, including cost, budget, and schedule.
  - k. Review and approve punch lists. Participate and assist in conducting final inspection, testing and release of facilities. Review and approve record drawings at project completion.
  - l. Assist in preparation of daily pay estimates in accordance with the inspection daily report, and assist in preparation of contractors monthly pay estimates.
  - m. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.
  - n. Provide inspection services, including construction inspection of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, and other components.



- o. Review plans and specifications, and provide construction inspection / observations. Observe construction of improvements by contractors and make recommendations regarding completion and acceptance of the work. Provide construction observations associated with work performed by contractors on City streets, medians, sidewalks, parkways, right-of-ways curbs, gutter, curb ramps, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.
- p. Ensure that materials and completed work comply with plans, specifications, and design criteria.
- q. Inspect street and storm drain improvement for compliance with approved plans.
- r. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

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

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

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

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

**5. 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 Twenty-Nine Thousand and Eight Hundred and Eighty-Eight Dollars (\$129,888.00)**, including a **\$118,080.00** fee, based on the rates in the Fee Schedule set forth below, and a 10% contingency of **\$11,808.00**. Payments shall be made on an hourly basis, and shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

<b>Table 1: Annealta Tasks and Assigned Personnel with Hourly Rates (\$ / hr)</b>			
<b>Task</b>	<b>Senior Project Manager</b> <b>\$185</b>	<b>Assistant Construction Manager</b> <b>\$150</b>	<b>Task Fee</b>
001.a-r	288 hrs \$ 53,280.00	432 hrs \$ 64,800.00	<b>\$ 118,080.00</b>
<b>Total</b>	<b>\$ 53,280.00</b>	<b>\$ 64,800.00</b>	<b>\$ 118,080.00</b>

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

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“Consultant”  
**Annealta Group**

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Perez, Deputy City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

Date: \_\_\_\_\_

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

**(City of South Pasadena / Annealta Group)**

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

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

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

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

#### **4. TERM**

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

#### **5. IDENTIFICATION OF PROJECTS**

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

#### **6. CONSULTANT’S DUTIES**

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

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

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

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



- 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) 403-\*\*\*\*  
Facsimile: (626) 403-7241

If to Consultant

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

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.

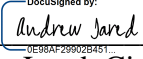
**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of South Pasadena  
By:   
Signature  
Printed: Armine Chaparyan  
Title: City Manager  
Date: 11/8/2022

“Consultant”  
**Annealta Group**  
By:   
Signature  
Printed: PAUL TIMOTHY DEMURO  
Title: PRESIDENT  
Date: 10/3/22

**Attest:**  
By:   
Desiree Jimenez, CMC, 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: Annealta Group

Scope:

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

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

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

**Program, Project, & Grant Management Services**

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

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

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

**Construction Management, Administration, and Monitoring Services**

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

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

### **Inspection Services**

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



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

#### **Administrative Support Services**

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

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

**EXHIBIT B**

*“Approved Fee Schedule”*

**STATEMENT OF QUALIFICATIONS FOR  
PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES**

**Fee Schedule**

**ANNEAL TA GROUP**

**HOURLY RATES FOR PUBLIC WORKS ON-CALL SERVICES**

**July 1, 2022 to June 30, 2025**

<b>Classification</b>	<b>Rate</b>
Principal .....	\$205
Senior Project Manager .....	185
Project Manager .....	175
Assistant Project Manager .....	165
Senior Construction Manager .....	170
Construction Manager .....	160
Assistant Construction Manager .....	150
Resident Engineer .....	175
Map Check Surveyor .....	190
Plan Check Engineer III .....	180
Plan Checker Engineer II .....	165
Plan Check Engineer I .....	150
Senior Engineer .....	155
Associate Engineer .....	145
Assistant Engineer .....	135
Engineering Technician II .....	105
Engineering Technician I .....	90
Senior Public Works Inspector (or prevailing wage) .....	150
Public Works Inspector IV .....	140
Public Works Inspector III .....	130
Public Works Inspector II .....	120
Public Works Inspector I .....	110
Administrative Support II .....	70
Administrative Support I .....	60

Consultation in connection with litigation and court appearances will be quoted separately. Overtime will be billed at 1.5 times, and Sundays and holidays 2.0 times the standard rate.

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

**EXHIBIT C**

**TASK ORDER NO. [NUMBER]**

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

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

**RECITAL**

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

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **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

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

“Consultant”  
[COMPANY]

By:  \_\_\_\_\_  
*Signature*

Printed: PAUL TIMOTHY DEMURA

Title: PRESIDENT

Date: 10/3/22

**Approved as to form:**

By: \_\_\_\_\_  
Andrew Jared, City Attorney

Date: \_\_\_\_\_

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# City Council Agenda Report

ITEM NO. 10

**DATE:** November 15, 2023  
**FROM:** Arminé Chaparyan, City Manager *Ac*  
**PREPARED BY:** H. Ted Gerber, Director of Public Works  
**SUBJECT:** **Approval of a Task Order with Willdan Engineering for Storm Drain Design and Construction Document Preparation**

---

## **Recommendation**

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with Willdan Engineering to provide design and construction document services related to a City storm drain adjacent to Hanscom Drive and Las Palmitas Street in the amount of \$57,854, inclusive of \$52,594 of fees and a 10% contingency of \$5,260.

## **Background**

The City's Public Works Department is responsible for maintain stormwater drainage facilities in certain areas of the City where such facilities are not owned and operated by Los Angeles County Public Works (LACPW) or the Los Angeles County Flood Control District (LACFCD). A storm drain system between Hanscom Drive and Las Palmitas Street in the Southwest Monterey Hills area of the City has experienced overflow issues during rain events. This task order contracts a design engineering firm to evaluate the drain, propose a design, and assist the City in procuring a construction contract to install improvements, if necessary.

## **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. Willdan Engineering (Willdan) is one of the consultants approved by the City Council, having submitted a proposal to provide civil design engineering services and stormwater, flood plain, and hydrogeological engineering services, among other services. Willdan is well qualified to complete the scope of work required, which under this task order, includes evaluation and design, project administration and coordination, and development of construction documents in a bid package – utilizing three dedicated staff, a Project Manager Level IV, a Senior Designer Level II, and a Senior Designer Level I.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project.

To ensure that use of these on-call professional services follows City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to Council for approval.

**Fiscal Impact**

Adequate funding for this project has been adopted in the FY 2023-2024 Budget under Measure W Safe Clean Water Act Professional Services Account No. 239-6010-6011-8170, which has a total budget of \$135,000. This \$57,854 scope of work will be sourced from the \$75,000 account line item for professional and technical services for stormwater projects.

**Environmental Analysis**

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

**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.

**Attachment**

Task Order and Executed Master On-Call Professional Services Agreement with Willdan Engineering



**ATTACHMENT**

Task Order and Executed Master On-Call Professional  
Services Agreement with Willdan Engineering

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## TASK ORDER NO. WIL2010-003

### TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-108)

This Task Order No. **WIL2010-003** (“Task Order”) is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **Willdan Engineering** ("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 **Civil Design Engineering Services** and **Stormwater, Flood Plain, and Hydrogeological Engineering Services** 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:

#### **Hanscom Drive & Las Palmitas Street Drainage Improvements**

Evaluation, design, and construction document preparation for stormwater drainage improvements for the storm catch basins, drain pipe, and appurtenances adjacent to 1730 & 1734 Hanscom and 1719 & 1725 Las Palmitas Street.

#### **Task 001 – Evaluation and Design**

- a. **Determination of the Drainage Tributary area:** Consultant shall analyze the topography/hydrology of the area and determine the tributary area draining into the existing City owned catch basin in front 1730 & 1734 Hanscom Drive. Consultant to provide a map of the drainage tributary area and calculate/model the total surface contributing runoff to the catch basin.
- b. **Catch Basin Design Capacity:** Consultant shall evaluate the appropriate size of the catch basin. Pending the evaluation of the catch basin design capacity, Consultant shall design and size dimensions of a proposed new catch basin. Consultant shall analyze the curb to curb capacity of Hanscom Drive, and recommend improvements to the depression at the inlet, such as modifying curb and gutter, increasing the size of the catch basin, and/or increasing the cross slopes to the inlet depression. Consultant shall provide the City a 50-year storm hydrology and hydraulics study. Consultant shall follow best practices and applicable standards in the design, including a trash capture device, and allowances for silt and debris accumulation in the catch basin and pipe.

- c. Existing Drain Analysis and Survey: Consultant to research and analyze the condition of the existing drain which collects the runoff from the catch basin in front of 1730 & 1734 Hanscom, flows eastward, and discharges runoff adjacent to 1719 & 1725 Las Palmitas Street. Consultant to conduct Close-Circuit Television Video (CCTV) surveying of the existing drain, to determine the properties of the pipe, including diameter, condition, approximate alignment, etc. The Consultant shall utilize this information in proposing a drainage design improvement/realignment.
- d. Design: Consultant shall propose a drainage design improvement to collect and discharge stormwater from Hanscom to Las Palmitas. This drain pipe to be designed to a capacity recommended by the Consultant, and shall have adequate slope to clear any debris deposits and deleterious materials which may accumulate in pipe. This drain shall have the capacity to carry the runoff from the tributary areas on Hanscom and runoff from property owners adjacent to the drain pipe which presently discharge into the existing pipe. Consultant to prepare a plan and profile with details of the proposed drain pipe, its connections to the catch basins/connection points on Hanscom Drive and Las Palmitas Street. Consultant to provide a vertical and horizontal control survey. Consultant to design this pipe taking into consideration the presence of large trees, concrete improvements, planters, and other features along the proposed alignment. In addition, the pipe design should provide accessibility for maintenance and emergency clearance, through cleanouts access points. Consultant may consider the design of a closed concrete conduit/culvert. Consultants proposed design shall include details of the connection of private drain pipes from adjacent properties to the new proposed pipe.

#### **Task 002 – Project Administration, Coordination, and Meetings**

- a. Consultant shall conduct a kick-off meeting with City staff, conduct one site meeting with staff and property owners, and at least three (3) meetings with City staff, to coordinate the design. Consultant shall provide weekly updates to City staff on the progress of the work. Consultant shall have two (2) community meetings with property owners, one meeting prior to the start of the design, and the second meeting upon design completion.

#### **Task 003 – Construction Documents**

- a. Preparation of Construction Documents & Bid Package: Consultant shall prepare a bid package Plans, Specifications, & Estimates (PS&E) for the drainage improvements, utilizing the City's Public Works Bid Package template.
- b. Private Drainage Concepts & Cost Estimates: Consultant shall prepare concepts and cost estimates for the reconstruction and connection of private drainage piping systems from adjacent properties to the drain pipe. Presently homeowners have private drainage piping from their properties connected to the City stormwater drain

which runs along/between the properties. Consultant to research all types of materials available in the industry and establish availability of these materials prior to making recommendations in the project specifications.

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

Rafael Casillas  
 Project Manager  
 Willdan Engineering  
 13191 Crossroads Pkwy N., #405,  
 Industry, CA 91746-3443  
 Office Telephone: (562) 364-8480  
 Email: rcasillas@willdan.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) weeks from the execution of this task order and upon receiving requested information from the City.

- 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 **Fifty-Seven Thousand, Eight-Hundred and Fifty-Four Dollars (\$57,854)**, including a **\$52,594.00 fee**, based on the rates in the Fee Schedule set forth below, and a **10% contingency of \$5,260.00**. 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.

<b>Table 1 of 2: Willdan Tasks and Assigned Personnel with Hourly Rates (\$ / hr)</b>					
<b>Task</b>	<b>Project Manager IV</b> <b>\$212</b>	<b>Senior Designer II</b> <b>\$184</b>	<b>Senior Designer I</b> <b>\$175</b>	<b>Sub-consultants</b>  (See Table 2)	<b>Task Fee</b>
001.a-d	12 hrs \$2,544.00	80 hrs \$14,270.00	80 hrs \$14,000.00	\$6,500	<b>\$37,314.00</b>
002.a	16 hrs \$3,392.00	28 hrs \$5,152.00	-	-	<b>\$8,544.00</b>
003.a-b	4 hrs \$848.00	32 hrs \$5,888.00	-	-	<b>\$6,736.00</b>
<b>Total</b>	<b>\$6,784.00</b>	<b>\$25,310.00</b>	<b>\$14,000.00</b>	<b>\$6,500.00</b>	<b>\$52,594.00</b>

<b>Table 2 of 2: Sub-Consultant Tasks and Assigned Personnel with Hourly Rates (\$ / hr)</b>		
<b>Task</b>	<b>US3, Inc.</b>	<b>Sub-consultant Subtotal</b>
001.c	\$6,500.00	<b>\$6,500.00</b>
<b>Total</b>	<b>\$6,500.00</b>	<b>\$6,500.00</b>

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”  
**Willdan Engineering**

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: \_\_\_\_\_

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

**(City of South Pasadena/ Willdan Engineering)**

**1. IDENTIFICATION**

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

**2. RECITALS**

2.1. City has determined that it requires the following professional services from a consultant:

- **Civil Design Engineering Services**
- **Landscape and Irrigation Design Services**
- **Public Works and Development Land Use, Subdivision Control, Map and Plan**
- **Traffic/Transportation Engineering Services**
- **Pavement Management Services**
- **Geographic Information System (GIS) Support Services**
- **Computer Aided Drafting (CAD) Design Services**
- **Program, Project & Grant Management Services**
- **Environmental Consulting and Document Services**
- **Sustainability, Electrical, Solar, and Energy Design and Assessment Services**
- **Construction Management Services**
- **Inspection Services**
- **Labor Compliance Services**
- **Material Testing and Geotechnical Engineering Services**
- **Stormwater, Flood Plain, and Hydrogeological Engineering Services**
- **Building and Facility Assessment Services**
- **Assessment District Services**
- **Administrative Support Services**

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable

law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

### 3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. "Commencement Date": **September 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. **Chris Baca** 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

If to Consultant

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

Chris Baca  
Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746-3443  
Telephone: 562-908-6200  
Facsimile: 562-659-2120

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

By: Armine Chaparyan  
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 11/8/2022

“Consultant”

**Willdan Engineering**

By: Vanessa Munoz  
Signature

Printed: Vanessa Munoz

Title: President

Date: 10/19/2022

**Attest:**

By: Desiree Jimenez, CMC  
Desiree Jimenez, Chief City Clerk

Date: 11/8/2022

**Approved as to form:**

By: Andrew Jared  
Andrew Jared, City Attorney

Date: 11/7/2022

## EXHIBIT A

### *“Scope of Services”*

Consultant: Willdan Engineering

#### Scope

##### **Civil Design Engineering Services**

- a. Perform civil engineering services signed and stamped by a registered Professional Civil Engineer in the State of California, for the stated services on an “on-call as needed” basis for various civil engineering projects in the public right-of-way such as street, water, sewer, storm drain, streetlight, buildings and facilities, parks or other projects as assigned by the City.
- b. Perform design work for repair, rehabilitation, or other related street improvements, including plan preparation, geometric design, drainage design, pavement delineation, surveying, stormwater pollution prevention plan (SWPPP), and signage and striping plans for street, highways, minor structures, and other public infrastructure.
- c. Provide design services for City projects to prepare plans and specifications for City projects, including but not limited to streets, buildings and facilities, trails, landscaping, park design, traffic signal installations or modifications, water systems, storm drain and sewer improvements, upgrades, modifications, extensions, repair or rehabilitation, and other related improvements.
- d. Prepare project technical provisions and detailed cost estimates.
- e. Provide engineering support services construction assistance.
- f. See also: (5) Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services, (6) Traffic/Transportation Engineering Services, (9) Computer Aided Drafting (CAD) Design Services, and (11) Program & Project Management Services.

##### **Landscape and Irrigation Design Services**

- a. Perform landscape design services including planting, irrigation and hardscape design and cost estimation, inspection, and project management, as well as synthetic turf design, along streets, highways, public parks, and recreation areas, in accordance with City's Water Efficiency/Conservation ordinances and other applicable laws.



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

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

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

#### **Traffic/Transportation Engineering Services**

- a. Provide consulting services related to parking management, traffic counts, traffic modeling, signal timing, development and review of traffic studies, development and review of traffic impact analysis reports (utilizing City's traffic impact analysis methodology), and preparation of reports and/or scopes of work.
- b. Provide consulting services related to development and review of level of service (LOS) analyses and vehicle miles traveled (VMT) analyses.
- c. Provide consulting services related to engineering studies of traffic conditions, pedestrian characteristics, and physical characteristics related to the installation of a traffic control signals or other traffic/pedestrian devices.
- d. Provide traffic engineering and transportation design support for the preparation of preliminary and final plans and specifications for all types of traffic and intelligent transportation system (ITS) projects, signed and stamped by a registered Professional Traffic Engineer or Civil Engineer in the State of California, including but not limited to: traffic signals (LED displays, mast arm designs, etc.), vehicle detection system (video, loop, microwave, radar, ultrasonic, etc.), interconnect systems (hardware, phone, cellular phone, spread spectrum, radio, etc.), pavement markings (tape, thermoplastic, water based, etc.), sign and sign support systems (wood, metal and composite systems), intelligent transportation systems devices (variable message boards, closed circuit television, fiber optics and other communications media etc.), intersection designs (simple lane additions, signalizations, continuous flow

intersections, diverging diamonds, and round-a-bouts), preliminary surveys for designs, sign layouts, guardrail designs, roadway re-striping and roadway design, calculation of quantities and estimates for plans, fiber optic networking drawings and fiber optics splicing plans, ITS Network plans for interconnection to Traffic Management Centers, and ITS Network Support Plans.

- e. Prepare construction and maintenance related signing plans and schedules.
- f. Conduct accident analyses needed for consideration of safety measures in the designs and planning of transportation projects.
- g. Perform individual signal timing plans, corridor signal timing progression plans and optimization plans.
- h. Provide miscellaneous services regarding traffic operations to assist with the City's day to day operations, including advisement and recommendations on traffic and transportation related matters.
- i. Develop conceptual phased construction plans considering geometric design, capacity analysis, construction signing, temporary guide signing, temporary pavement markings, temporary signal design, and optimization of traffic flow.
- j. Prepare freeway guide signing plans consistent with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and the City's policies. Prepare sign bridge plans, specialized sign support details, sign plans and sign layouts.
- k. Provide railroad crossing design and coordination services.
- l. Provide technical assistance and reports related to traffic engineering and ITS issues, including assisting the City in procuring ITS telecommunications/network related hardware, software and pertinent materials.
- m. Develop plans and specifications for City ITS and telecommunications/network related projects or tasks including developing network, software and hardware design and procurement, fiber assignments, fiber design and all pertinent studies, reports, drawings, diagrams, specifications, and manuals both in hard and electronic formats.
- n. Provide corridor-planning analysis for future fiber optic backbone implementations including determining future node points for ITS elements, number of fiber strands required for future implementations, and best practices to facilitate private/public partnerships to build the fiber backbone.

- o. Train City personnel on use of specialized traffic, transportation engineering and telecommunications/network related software in addition to any training requested.
- p. Provide structural inspection and report of Traffic Signal poles and mast arms, ITS structures and sign structures.
- q. Provide construction management, inspection and completion of appropriate City documents as required, including ITS construction and field management.
- r. Conduct traffic signal and traffic device needs studies and develop reports, related to speed, progression, congestion, incidents, removal of vehicles, etc.
- s. Conduct vehicular and pedestrian/bicyclist traffic volume count studies and develop reports as needed for design and operations analysis.
- t. Collect, analyze, and summarize transportation related field observations and data from reporting sources, including but not limited to City collision/incident data, California Statewide Integrated Traffic Records System (SWITRS), etc.
- u. Conduct traffic signal warrant analyses and develop reports.
- v. Provide technical support and training on various travel demand and traffic operations models including, but not limited to VISSIM, CORSIM, SYNCHRO, and HCS.
- w. Provide Active Transportation Program consulting and design services that promote pedestrian, biking/cycling, and transit travel, placemaking, sustainability, community economic benefits, and promote healthy lifestyles.
- x. Provide transportation modeling services, including level of service (LOS), vehicle miles traveled (VMT), and other progressive modeling techniques.
- y. Provide consulting service on street and transportation design, transportation networks, placemaking, modeling, transit, and other transportation related concepts.
- z. Provide traffic and transportation public engagement and outreach services. Attend meetings as instructed, prepare visual aids for meetings as needed, and prepare letters of correspondence and meeting minutes.

#### **Pavement, Sidewalk, and Curb & Gutter Management**

- a. Provide pavement, sidewalk, and curb & gutter assessment and data verification services, including data review, surveying, and observation of condition, distress and defects, and physical characteristics.

- b. Provide field data collection services and reporting, including but not limited to pavement, sidewalk, and curb & gutter section limits, sample test areas, street names, street ranking (local, arterial, collector, etc.), lanes numbers, surface type, current and historical Pavement Condition Index (PCI), PCI variance, segment dimensions, and observations of standing water, inverted crowns, steep streets, or other observed environmental issues, as well as associated transportation data from supporting documentation (e.g. average daily trip volumes, etc.).
- c. Provide consulting services for pavement, sidewalk, and curb & gutter database software application integration and database development.
- d. Provide assistance in the implementation of pavement, sidewalk, and curb & gutter asset management systems, geographic information systems (GIS), and training.
- e. Provide pavement, sidewalk, and curb & gutter program maintenance and budgeting recommendations, including development of cost-effective preventative maintenance, repair and rehabilitation strategies, forecasted costs, assessment and review of the City's pavement, sidewalk, and curb & gutter Capital Improvement Program (CIP), pavement, sidewalk, and curb & gutter service level, cost vs. benefit scenarios, utility project CIP synchronization (water, sewer, etc.), budgetary recommendations related to LA County Metro guidelines, and future routine maintenance needs based on projected deterioration rates.

#### **Geographic Information Systems (GIS) Support Services**

- a. Maintain and edit GIS datasets/layers.
- b. Create new datasets and GIS maps.
- c. Create, update, and print GIS maps
- d. Assist City with in house production of map documents.
- e. Advise the City on matters relating to GIS projects and software.
- f. Maintain and keep records of GIS-related software and software licenses.
- g. Create, customize, and maintain GIS related web pages.
- h. Create, customize, and maintain databases.
- i. Work with Los Angeles County to acquire GIS and Assessor updates.
- j. Print large format maps.
- k. Obtain GIS data as needed from other sources.

- l. Provide customized solutions for special projects as requested.
- m. Providing GIS technical assistance and training to staff.

**Computer Aided Drafting (CAD) Design Services**

- a. Develop concept designs.
- b. Prepare construction documents including plans, specifications, and estimates.
- c. Assist with required state and federal documentation for design work associated with state or federal funded construction projects.
- d. Provide plan check and/or peer review per City standard details and specifications.
- e. Prepare project drawings in CAD.
- f. Provide constructability reviews.
- g. Provide construction services.
- h. Anticipated project types include, but not limited to: street improvement projects, bike and pedestrian facilities (bike lanes, pedestrian paths, multipurpose trails), preliminary engineering in support of grant applications, traffic related projects including traffic signal design, signage and marking, MUTCD compliance, street light design, drainage Improvement projects: alternate drainage, reclaimed water pipeline, recycled water related planning and design, etc., intersection modifications, and sidewalk improvement projects (ADA compliance).

**Program, Project, & Grant Management Services**

- a. Assist City staff in scoping, developing, and scheduling capital projects.
- b. Assist City staff in selecting design consultants using the City's quality based selection process.
- c. Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.
- d. Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.
- e. Perform constructability reviews.

- f. Coordinate the preparation of final plans specifications, cost estimate and bid package.
- g. Attend City Council and Commission meetings.
- h. Attend staff and community meetings.
- i. Analyze City's needs and prepare short and long-term CIP recommendations.
- j. Review and comment on planning programs and land development controls.
- k. Recommend regulations and ordinances pertaining to engineering matters.
- l. Provide advice and recommendations regarding public works activities.
- m. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.
- n. Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.
- o. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer.
- p. Coordinate with other agencies, the public, and utility companies on engineering matters.
- q. Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating in audits, if required.
- r. Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications, including but not limited to funding sources from: Federal Emergency Management Agency (FEMA), U.S. Department of Transportation (DOT), Infrastructure for Rebuilding America (INFRA), CA Senate Bill 1 (SB1), Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Active Transportation Program (ATP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Highway Safety Improvement Program (HSIP), Bicycle Transportation Account (BTA), Community Development Block Grant (CDBG), Mobile Source Reduction Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water District (MWD), and San Gabriel Valley Council of Governments (SGVCOG).
- s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City's goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies

and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.

- t. Author and submit grant applications, and provide other grant administration and management tasks as required by the City.
- u. Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.
- v. Provide consulting services and support associated with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Procedures (LPPs).
- w. Provide consulting and advisement services on state and federal prevailing wage regulations and requirements and regulations associated with Equal Employment Opportunity, Affirmative Action, Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Section 3 Programs.
- x. Perform Disadvantage Business Enterprise (DBE) calculations and reporting.

#### **Environmental Consulting and Document Services**

- a. Provide consulting and document development services for environmental feasibility studies, CEQA & NEPA documents, development applications, mitigation monitoring preparation and compliance.
- b. Provide agency coordination, team management, quality assurance reviews, and public engagement and outreach.
- c. Provide complete environmental planning and document preparation in accordance with CEQA and NEPA requirements, special studies such as but not limited to noise, socioeconomic, biological, cultural, air quality, Phase I site assessments, hazardous waste, archaeological, historical, and tribal consultation, as needed on a project specific basis as required by the City and/or Caltrans. Typical project to include CIP projects, road widening, new construction, rehabilitation projects, storm drain, signal installations, reservoirs, booster stations, projects in Caltrans right-of-way, and water and sewer installations.
- d. Provide environmental document development services including but not limited to preparation of: maps for environmental evaluation, public and agency scoping, noise studies, noise abatement reports, air quality studies and reports,



initial site assessments, natural environmental study reports, cultural resource studies, potential effect identification reports, Native American consultation reports, visual/aesthetic evaluation reports, community impacts assessment reports, climate change analysis/assessment reports, cumulative impacts analysis reports, location hydraulic/flood plain reports, paleontology studies, draft environmental documents, responses to review comments, final environmental documents, and environmental commitments records.

### **Sustainability, Electrical, Solar, and Energy Design and Assessment Services**

- a. Provide consulting services in energy conservation measures.
- b. Provide consulting services on heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement.
- c. Provide consulting services on interior and exterior lighting retrofit or replacement.
- d. Provide consulting services on outside, street, and area lighting retrofit or replacement.
- e. Provide consulting services on open standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investments, and enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.
- f. Provide consulting services Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology.
- g. Provide consulting services building envelope upgrades.
- h. Provide consulting services infrastructure improvements that reduce energy and/or reduce operating costs.
- i. Provide consulting services on project, design, installation, purchase, and construction financing sources and solutions.
- j. Provide consulting services on electrical vehicle (EV) and EV charging solutions, including, but not limited to, use and site assessment, rebate and financial planning, owner agreements, EV purchase and use, EV supply equipment (EVSE) purchase and installation.
- k. Provide consulting services on EV charging infrastructure design, equipment selection, installation, construction, operation, maintenance, network infrastructure, equipment applications, mobile applications, payment gateways, administration, power management, energy rate requirements and selection, station management, customer management, site management, driver management, radio-frequency identification (RFID) fob management, access control roles, pricing management, and EV fleet management.
- l. Analyze energy interval data, examine load profiles and seasonal variations to

identify potential storage capacity and energy values.

- m. Analyze potential load impacts from EV charging, and provide recommendations.
- n. Develop solar modeling and rendering using a software (e.g. Helioscope), and build energy model to test and evaluate scenarios, pricing, storage amounts, and rate options.
- o. Provide site assessment services verifying solar array, meter, and backup battery storage locations, assessing shading construction impacts, switchgear and other solar, electrical and/or battery backup equipment.
- p. Provide other training, remote monitoring services, or other related support services.
- q. Perform comprehensive investment-grade audits of City facilities and infrastructure, identifying and analyzing all opportunities for water and energy cost savings, including, but not limited to, buildings, parks, water facilities, and city-owned streetlights.
- r. Perform comprehensive feasibility analyses of distributed generation opportunities for City facilities, including solar photovoltaics (PV) and solar arrays, and any other economically and environmentally viable distributed generation (DG) solutions.
- s. Analyze and report on energy efficiency (electricity and natural gas) and water usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments: existing equipment; equipment replacement, repair, or rehabilitation; potential alternative processes; proposed energy and water efficiency and conservation projects; equipment controls; lighting (internal/external for buildings/parks and remaining non-LED street lights); HVAC equipment; well equipment; automation; space utilization and programming; pumps; non-computerized irrigation systems controllers; building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage, and solar potential, alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use.
- t. Review historical data of existing energy usage, meet with the facilities' staff, tour the facilities, and identify all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.
- u. Prepare reports, present findings and address questions for City and at public meetings.

### **Construction Management, Administration, and Monitoring Services**

- a. Provide services from a construction manager with a minimum of five (5) years of experience managing public works construction and private construction, including construction of streets, sidewalks, curb and gutter, underground and

aboveground utilities, storm drains, buildings, and other projects.

- b. Provide services from a resident engineer by a registered Professional Civil Engineer in the State of California, for the stated services on an “on-call as needed” basis for various civil engineering projects as assigned by the City.
- c. Provide complete construction management, construction administration, inspection services and labor compliance for Capital Improvement Program (CIP) projects and private land development projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor’s labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.
- d. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.
- e. Maintain compliance of project records in compliance with the Caltrans manual, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, , and compliance with NPDES and Caltrans encroachment permit requirements, if required
- f. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner.
- g. Assist City in conducting and coordinating field meetings with contractors and act as the City’s liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.
- h. Review project contract documents and perform constructability reviews.
- i. Review contractor’s submittals in accordance with the requirements of project specifications and the City’s requirements prior to final approval.
- j. Review, negotiate, process and monitor contract change orders with the City’s approval. Review extra work invoices.
- k. Review and respond to RFIs in a timely manner.
- l. Comply with grant requirements for local, state, and federal funded projects.
- m. Provide labor compliance monitoring.
- n. Provide construction inspection and quality control services.

- o. Provide construction material testing and compaction testing.
- p. Developing solutions to problems identified in the field with City approval.
- q. Maintain all records and meet reporting requirements.
- r. Provide community outreach and public outreach services as required.
- s. Provide project status and overall condition of construction projects, including cost, budget, and schedule.
- t. Identify and issue notice to contractor of safety concerns and violations.
- u. Review and approve punch lists.
- v. Participate and assist in conducting final inspection, testing and release of facilities.
- w. Review and approve record drawings at project completion.
- x. Assist in preparation of daily pay estimates in accordance with the inspection daily report, and assist in preparation of contractors monthly pay estimates.
- y. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.
- z. Other construction management duties as necessary to support City projects in construction.

### **Inspection Services**

- a. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public works construction and private construction, including construction inspection of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.
- b. Review plans and specifications, and provide construction inspection/observations for development projects related to the public right-of-way.
- c. Observe construction of improvements by developers and/or contractors and make recommendations regarding completion and acceptance of the work.
- d. Provide construction observations associated with work performed by developers on City streets, medians, slopes, parks, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.
- e. Inspect plants and trees and make recommendations on acceptance of the plant materials.
- f. Inspect landscape and irrigation improvements for compliance with approved plans.
- g. Ensure that materials and completed work comply with plans, specifications, and design criteria.

- h. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public and private construction, and certification as a Qualified Stormwater Practitioner (QSP).
- i. Inspect and provide recommendations for the installed Best Management Practices (BMP) for water quality.
- j. Inspect street and storm drain improvement for compliance with approved plans.
- k. Inspect approved work and installed water quality measures.
- l. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

### **Labor Compliance Services**

- a. Conduct meetings with project team members to review and discuss the agreement implementation, project details and schedule, and requirements including but not limited to the specific labor standards and parameters for the project.
- b. Review construction contract and bid specifications for compliance with state or federal requirements to ensure that all appropriate forms are included in bid package.
- c. Provide contract and labor compliance documents and Federal Prevailing Wage Decision for the construction bid document.
- d. Prepare the Request for Construction Bid Document Review, Bid Document Checklist and Matrix Roles and Responsibilities for submission to the Los Angeles County Community Development Commission (LACDC). Submit construction bid document to LACDC prior to advertisement of bid.
- e. Implement the Equal Employment Opportunity (EEO) and Section 3 Programs, if necessary.
- f. Ensure that the most current Federal Wage Decision is used for the project by verifying the wage decisions and modifications prior to Bid Opening.
- g. Report any wage modifications, or other changes in requirements as they are issued. Provide City with revised Wage Decision to bid holders prior to Bid Opening as an Addendum, if necessary, and attend the Bid Opening.
- h. Verify contractor and subcontractor eligibility through the Federal System for Award Management, California State Contractors License Board, and California Department of Industrial Relations Public Works Contractor Registration.
- i. Review Bid Proposal for contract and labor compliance documents and forms to be completed, signed and submitted by prime contractor.
- j. Prepare Notice of Contract Award to the U.S. Department of Labor (DOL) and

Agency Report of Contract Award (ARCA) for the LACDC.

- k. Notify LACDC of pre-construction meeting at least ten (10) days prior to the meeting.
- l. Prepare contract and labor compliance packets including posting requirements to distribute at the pre-construction meeting.
- m. Participate in pre-construction conference to provide packets to prime contractor and subcontractors and inform prime contractor of prevailing wage and project reporting requirements.
- n. Review Weekly Certified Payroll Reports including Statement of Compliance, Federal Apprenticeship Certifications, and Employee Authorization for Deductions.
- o. Provide technical assistance to prime contractor for inquiries regarding Weekly Certified Payroll Reports and contract and labor compliance documents.
- p. Upon review of the Certified Payroll Reports, notify prime contractor of any labor discrepancies or suspected violations and issue corrective actions in writing, if necessary.
- q. Conduct and/or coordinate with City's construction management team/inspector to perform employee interviews for ten percent (10%) of the workforce and verifying posting requirements at project site.
- r. Upon conducting employee interviews, identify violations and investigate complaints of employee underpayments, if necessary.
- s. Prepare underpayment report and letter to contractor for all underpayments and corrective action, if necessary. Ensure employee restitution is paid. Prepare and submit the United States Department of Housing and Urban Development (HUD) 5.7 Labor Violations Report to LACDC.
- t. Prepare and maintain contract and labor compliance files for LACDC and HUD monitoring.
- u. Coordinate and participate in LACDC labor compliance in-progress monitoring of the project.
- v. Prepare and submit the Request for Final Project Review and Contractor Project File Review Checklist to LACDC. Prepare Subcontractor Project File Review Checklist, if necessary, and schedule and attend the Final Project Review.
- w. Prepare responses to LACDC monitoring letters and/or correspondence.
- x. Prepare Contract and Subcontractor Activity Report, Semi-Annual Labor Standards Enforcement Report and other LACDC and HUD reporting documents.
- y. Obtain copies of the Progress Payment and Final Payment Waiver and Release of Forms for contract and compliance files, if necessary.
- z. Complete the Labor Standards Administration and Enforcement File.

### **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.

### **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.

**Building and Facility Assessment Services**

- g. Prepare comprehensive facility assessment studies that include survey, inspection, inventory of building components, assessment of the existing conditions, corrective recommendations, preventative maintenance recommendations, budget estimates and timeline for all corrective work and preventative maintenance for all City Facilities.
- h. Assess and provide recommendations on building envelopes, including condition of the outer shell of the building including walls, doors, windows and roofs.
- i. Assess and provide recommendations on structural integrity, including walls and foundations.
- j. Assess and provide recommendations on interior walls, ceilings, signage, paint, wall coverings, flooring and casework.
- k. Assess and provide recommendations on mechanical systems, HVAC, exhaust, ventilation and controls.
- l. Assess and provide recommendations on electrical systems, both interior and exterior, including distribution and lighting.
- m. Assess and provide recommendations on plumbing systems, both interior and exterior.
- n. Assess and provide recommendations on elevator systems.
- o. Assess and provide recommendations on life safety and security systems, including adequacy of security for intended uses.
- p. Assess and provide recommendations on Americans with Disabilities Act (ADA) Accessibility, both interior and exterior.
- q. Assess and provide recommendations on preventative maintenance programs, requirements, or recommendations.
- r. Assess and provide recommendations on sustainability components such as solar and alternative energy.
- s. Assess and provide recommendations on space planning and present/future functional use of facilities.
- t. Assess and provide recommendations on energy usage, perform energy audits.
- u. Provide recommendations for environmental abatement, including, but not limited to lead/asbestos.
- v. Assess and provide recommendations on in accordance with the latest versions of the California Building Standards Code.
- w. Assess and provide recommendations on in accordance with the requirements

of the Secretary of the Interior Design Standards and local Historic Preservation Guidelines.

#### **Assessment District Services**

- a. Obtain all available information from the City regarding the district, including the current assessment databases, electronic map files from the City, a listing of projected expenditures and revenues and any additional information. Update the current database files with the latest Assessor's parcel numbers and land use information.
- b. Review district budgets and confirm schedule; attend the City Council meetings considering the Resolutions of Intention and the public hearing, and provide technical support and answer questions.
- c. Prepare the assessment report setting the annual assessment rates for the next fiscal year based on budget estimates from City. Furnish electronic copies of the draft reports and preliminary assessment rolls for review and comment.
- d. Prepare assessment Rolls in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the rolls to the County and, after receipt of the County's exception report, make any required corrections.

#### **Administrative Support Services**

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

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



**FEE SCHEDULE**  
**Geotechnical & Material Inspection & Testing**  
**Effective July 1, 2021 through June 30, 2022**  
**Personnel – Prevailing Wage**

**Special Inspection Services**

Concrete Inspection .....	\$ 115	per	Hour
Post-Tension Concrete Inspection .....	\$ 115	per	Hour
Shotcrete Inspection .....	\$ 115	per	Hour
Masonry Inspection .....	\$ 115	per	Hour
Epoxy Injection & Anchors Inspection .....	\$ 115	per	Hour
Fireproofing Inspection .....	\$ 115	per	Hour
Welding Inspection .....	\$ 115	per	Hour
Building Inspection .....	\$ 115	per	Hour
Shear Wall / Seismic Hardware Inspection .....	\$ 115	per	Hour
Concrete Batch Plant Inspection .....	\$ 115	per	Hour
Structural Steel / Welding / Bolting Shop Inspection (Local) .....	\$ 115	per	Hour
Structural Steel / Welding / Bolting Shop Inspection (Outside Local Area) .....			per Quote
Fireproofing Inspection .....	\$ 115	per	Hour

**Technician Services**

Soil / Asphalt Technician .....	\$ 115	per	Hour
Asphalt Batch Plant Technician .....	\$ 115	per	Hour
Material Technician .....	\$ 115	per	Hour
Pachometer Technician .....	\$ 115	per	Hour
Moisture Testing Technician .....	\$ 115	per	Hour
Pull-out Test on Embedded Bolts, Anchors, Dowels, Splay Wires .....	\$ 115	per	Hour
Coring and Sizing .....	\$ 115	per	Hour
Laboratory Technician .....	\$ 90	per	Hour
Field Vehicle Usage (by Soil/Asphalt Technician) .....	\$ 5	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician) .....	\$ 50	per	Shift

**Non-Destructive Testing (NDT)**

Dye Penetrant Testing .....	\$ 120	per	Hour
Ultrasonic Testing .....	\$ 120	per	Hour
Magnetic Particle Testing .....	\$ 120	per	Hour
Radiographic Testing .....			per Quote

**Professional Services**

Scheduling / Supervision .....	\$ 120	per	Hour
Staff Engineer / Geologist .....	\$ 130	per	Hour
Sr. Staff Engineer / Geologist .....	\$ 155	per	Hour
Project Engineer / Geologist .....	\$ 195	per	Hour
Senior Geotechnical Engineer / Geologist .....	\$ 210	per	Hour
Principal Engineer / Geologist .....	\$ 210	per	Hour
Expert Witness by Principal Engineer / Geologist .....	\$ 350	per	Hour

**Administrative**

Clerical .....	\$ 80	per	Hour
Computer Data Entry .....	\$ 80	per	Hour
Word Processing .....	\$ 80	per	Hour
Computer Time .....	\$ 25	per	Hour
CAD Operator .....	\$ 100	per	Hour

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Please refer to "Basis of Charges" for terms and conditions of charges.

**FEE SCHEDULE**  
**Geotechnical & Material Inspection & Testing**  
**Effective July 1, 2021 through June 30, 2022**  
**Laboratory Testing – Geotechnical**

**Identification and Index Properties**

In-situ Moisture and Density (ASTM D2937) .....	\$ 25	per	Test
Grain Size Analysis – Sieve Only (ASTM D422) .....	\$ 120	per	Test
Grain Size Analysis – Sieve and Hydrometer (ASTM D422) .....	\$ 200	per	Test
Percent Passive #200 Sieve (ASTM D1140) .....	\$ 70	per	Test
Atterberg Limits – Multi Point (ASTM D4318) .....	\$ 130	per	Test
Atterberg Limits – One Point (ASTM D4318) .....	\$ 90	per	Test
Specific Gravity (ASTM D854) .....	\$ 90	per	Test
Sand Equivalent (ASTM D2419) .....	\$ 80	per	Test

**Compaction and Bearing Strength**

Modified Proctor Compaction – Method A or B (ASTM D1557) .....	\$ 195	per	Test
Modified Proctor Compaction – Method C (ASTM D1557) .....	\$ 195	per	Test
Compaction (CT 216) .....	\$ 210	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883) .....	\$ 500	per	Test
R-Value .....	\$ 280	per	Test

**Shear Strength**

Torvane / Pocket Penetrometer .....	\$ 25	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080) .....	\$ 90	per	Test
Direct Shear, Residual – per Point (ASTM D3080) .....	\$ 120	per	Test
Unconfined Compression (ASTM D2166) .....	\$ 140	per	Test
Unconsolidated-Undrained (UU) .....	\$ 165	per	Test

**Consolidation, Collapse and Swell**

Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435) .....	\$ 185	per	Test
Consolidation – Additional Load Increment (ASTM D2435) .....	\$ 35	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435) .....	\$ 65	per	Test
Collapse Test – Single Point .....	\$ 75	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546) .....	\$ 85	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546) .....	\$ 85	per	Test
Remolded Sample per Specimen .....	\$ 65	per	Test
Expansion Index (ASTM D4829 / UBC 29-2) .....	\$ 140	per	Test

**Laboratory Permeability**

Constant Head (ASTM D2434) .....	\$ 250	per	Test
Falling Head Flexible Wall (ASTM D5084) .....	\$ 310	per	Test
Triaxial Permeability (EPA 9100) .....	\$ 370	per	Test

**Chemical Tests**

Corrosivity (pH, Resistivity, Sulfates, Chlorides) .....	\$ 190	per	Test
Organic Contents (ASTM D2974) .....	\$ 95	per	Test

**Asphalt Tests**

Extraction / Asphalt (CTM 382) .....	\$ 215	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308) .....	\$ 370	per	Test
Wash Gradation (CTM 202) .....	\$ 120	per	Test

**FEE SCHEDULE**  
**Geotechnical & Material Inspection & Testing**  
**Effective July 1, 2021 through June 30, 2022**  
**Laboratory Testing – Material**

**Concrete**

6" x 12" Cylinder Compression Test (ASTM C39) .....	\$	25	per	Test
2", 4" and 6" Diameter Cores Compression Test .....	\$	25	per	Test
3" x 6" Cylinder Lightweight Concrete Compression Test (ASTM C495) .....	\$	25	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42) .....	\$	50	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567) .....	\$	40	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684) .....	\$	45	per	Test

**Masonry**

2" x 4" Mortar Cylinder Compression Test (ASTM C780) .....	\$	25	per	Test
2" x 2" Mortar Cube Compression Test (ASTM C109) .....	\$	25	per	Test
3" x 6" Grout Prism Compression Test (ASTM C1019) .....	\$	25	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447) .....	\$	155	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447) .....	\$	180	per	Test

**Steel Reinforcement**

Tensile or Bend Test, up to #8 (ASTM A370) .....	\$	55	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370) .....	\$	70	per	Test
Tensile or Bend Test, #14 (ASTM A370) .....	\$	90	per	Test

**Fireproofing**

Unit Weight (UBC 7-6) .....	\$	50	per	Test
Cohesion / Adhesion (UBC 7-6) .....	\$	60	per	Test

**Administrative Services**

Sample Pickup from Field .....	\$	65	per	Trip
Mix Design Review .....	\$	300	per	Mix
Lab Test Report .....	\$	25	per	Report

**BASIS OF CHARGES – PREVAILING WAGE**

**REGULAR WORK HOURS:** First 8 hours Monday through Friday. The hourly billing rate is one time of the contract's regular work hourly billing rate.

**TIME AND ONE HALF:** After 8 hours and up to 12 hours Monday through Friday, and first 12 hours Saturday. The hourly billing rate is 1.5 times of the contract's regular work hourly billing rate.

**DOUBLE TIME:** After 12 hours Monday through Saturday, and all hours worked Sunday and holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. The hourly billing rate is 2.0 times of the contract's regular work hourly billing rate.

**SHIFT DIFFERENTIAL:** Swing Shift: +10% for first 8 hours worked. Graveyard Shift: +15% for first 8 hours worked.

**MINIMUM HOURLY CHARGES:** Special Inspector / Field Technician (Field Time Only)

- A. Cancellation of inspections not canceled by 4:00 p.m. on preceding day: 2 hours
- B. One-half working day or less: 4 hours
- C. Over one-half working day: 8 hours

**CANCELLATIONS:** No charge if made before 4:00 p.m. of the preceding day. See Minimum Charge.

**CYLINDER HOLDS:** All hold cylinders will be disposed of after the 28-day break meets the required strength, unless specified in writing by the client prior to the 28-day break. Long term or large amounts of hold cylinders may be subject to storage fees.

**OUTSIDE SERVICES:** Outside services requested by client performed by others and direct costs expended on the client's behalf are charged at cost plus 15%. These expenses include equipment rental, parking, subsistence, photographs, co-insurance endorsement, blueprinting, reproduction, messenger services, printing, etc. A sub-consultant management fee of 15% will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination.

**MILEAGE CHARGES:** If applicable, mileage for inspection / technician between 40 miles and 100 miles from Willdan's nearest office will be charged per effective federal rate or per agreed rate for vehicle usage. Any mileage over 100 is per quote basis.

**REPORT CHARGES AND SECRETARY TIME:** See fee schedule. A maximum of 5 copies will be issued for each report. Reissuing of reports is per quote basis.

**REPORTING:** All reports will be considered confidential information and be distributed to the client and those designated by Chapter 17 of CBC, Chapter 4 of CAC, and/or authorized in writing by client.

**PAYMENT TERMS:** Payment will be due on receipt of invoice. Interest will be added to accounts 30 days in arrears for each month of delinquency; the maximum rate allowed by law will be added to the unpaid balance until paid in full. Any Attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

**PARKING:** When not furnished for the inspector/technician, parking charges will be reimbursed by the client.

**SUBSISTENCE:** When applicable, subsistence will be charged to the client / project by quotation.

**INSURANCE:** Willdan's employees carry all insurance required by law. Any additional cost for special insurance required by the client, including increased policy limits, adding additional insured parties, and waivers of subrogation will be billed at cost plus 20 percent.

**LICENSES & PERMITS:** Any additional cost for special licenses or permits for a project will be billed at cost.

**PREVAILING WAGE:** The hourly rates provided are in compliance with prevailing wage requirements. As the rates for California Prevailing Wage increase, our hourly rates will increase accordingly.



**Willdan Financial Services**

<b>Title</b>	<b>Hourly Rate</b>
Group Director	\$210
Principal Consultant / Assistant Director	\$200
Senior Project Manager	\$165
Project Manager / Program Director	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Property Owner Service Representative	\$55
Support Staff	\$50

**Willdan Energy Solutions**

<b>Personnel</b>	<b>Labor Classification</b>	<b>Hourly Rate</b>
Lance Kincaid, PE	Principal Engineer	\$250.00
Ben Laboy, PE	Senior Engineer	\$185.00
Patrick Burgess, PE	Senior Engineer	\$185.00
Casey Smith, PE	Senior Engineer	\$185.00
Andrew Davis	Senior Engineer	\$185.00
Edgar Palacios	Energy Engineer	\$155.00
Sripad Kamdadai	Energy Engineer	\$155.00
Jamie Gustafson	Energy Engineer	\$155.00
Taylor Briglio	Project Manager	\$150.00

**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: \_\_\_\_\_

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# City Council Agenda Report

ITEM NO. 11

**DATE:** November 15, 2023

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

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

**SUBJECT:** **Consider the Appropriation of \$28,000 in California State Funding from the Officer Wellness and Mental Health Grant Program to the Police Department's Fiscal Year 2024 Operating Budget for Wellness-Related Programs and Activities**

## Recommendation

It is requested that the City Council:

1. Consider approving an appropriation of \$28,000 in California state funding to the Police Department's fiscal year 2023-2024 operating budget for wellness-related programs and activities into account 101-4010-4011-8020 Police Special Department Expense.
2. Authorize the City Manager or designee to execute all necessary documents related to the grant.

## Background

The state of California established the Officer Wellness and Mental Health Grant Program was established in 2022 and was set up to provide \$50 million for city and county law enforcement agencies with the goal of improving officer wellness and expanding access to mental health resources. Funding amount was determined by the state, based on law enforcement agency size. In December 2022, South Pasadena Police Department staff was notified by the Board of State and Community Corrections (BSCC) that all law enforcement agencies as described within Section 830.1 of the Penal Code will be receiving an officer wellness and mental health grant award. The South Pasadena Police Department was selected to receive \$28,000. Per the program, funding may be used for any of the following three focus areas:

- Physical Health: fitness programs, purchase of exercise equipment, and nutrition programs;
- Emotional and/or Mental Health: peer support programs, a mental health counselor or psychologist, coping skills education, mindfulness training;
- Other: financial literacy program, any other program which does not fall under physical health or emotional and/or mental health.

### **Analysis**

The Police Department consists of sworn officers, dispatchers, and other operations support staff that may be exposed to highly stressful situations on a daily basis that the average civilian may never experience during their lifetime. Due to the stressful and traumatic nature of the work, law enforcement personnel may experience anxiety, depression, post-traumatic stress disorder (PTSD), substance abuse, and other related disorders.

South Pasadena Police Department staff has been reviewing case studies from across the station to understand what other agencies have been implementing to improve access to mental health and wellness services for law enforcement personnel. While no specific service or program has been selected at this time, there are a wide variety of examples from around the country, including refurbishment of gym equipment, on-site or remote access to mental health professionals, nutritional advice from a registered dietician, etc.

This grant program aims to improve officer wellness and increase access to tools and programs to reduce stress for law enforcement personnel. The Final Impact Report, including expenditures, is due December 1, 2025.

### **Fiscal Impact**

The South Pasadena Police Department will receive an award in the amount of \$28,000 from the California Board of State and Community Corrections for officer wellness spending. No local matching funds are required. The Finance Department has received the check for the funds, and currently has the funds placed in the Miscellaneous Grants account within the General Fund. Staff is requesting acceptance of the grant and appropriation of \$28,000 into 101-4010-4011-8020 Police Special Department Expense, for wellness related programs.

### **Key Performance Indicators and Strategic Plan**

This item is in line with Strategic Plan priority 6h City Workforce – pursuing a healthy workplace culture.

### **Commission Review and Recommendation**

This item was/was not reviewed by a Commission.

Attachment: Officer Wellness and Mental Health Grant Program Reporting Guide

**ATTACHMENT 1**  
Officer Wellness and Mental Health Grant Program

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A photograph of the California State Capitol dome, featuring a large, dark, ribbed dome with a white base and columns. The dome is set against a clear blue sky with a few wispy clouds. Green trees are visible on the left and right sides of the frame. The image is partially obscured by a white curved graphic element at the bottom.

# **Officer Wellness and Mental Health Grant Program**

## ***Reporting Guide***

**Instructions for Annual Report  
and Final Impact Report**

**May 2023**



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## INTRODUCTION

Law enforcement agencies that receive Officer Wellness and Mental Health Grant funds are required to submit a final impact of funding report and expenditure report to the Board of State and Community Corrections (BSCC) by **December 1, 2025**<sup>1</sup>. The purpose of collecting this information is to demonstrate the impact these funds made on improving officer wellness. These reports will be shared with the California Commission on Peace Officer Standards and Training (POST).

This document provides instructions and descriptions about the types of information you will need to submit in the final impact report and expenditure report.

## BSCC CONTACT INFORMATION

Direct any questions regarding the Officer Wellness and Mental Health Grant program to data collection procedures to [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov).

## SECURITY INFORMATION

The impact report and expenditure report will be submitted via a form in Smartsheet. Information on Smartsheet security measures can be found at: <https://www.smartsheet.com/trust/security>.

## DUE DATES

The Annual Reports must be submitted by **December 1, 2023** and **December 1, 2024**.

The Final Impact Report, which includes the expenditure report, must be submitted by **December 1, 2025**.

## GENERAL INSTRUCTIONS

Both the Annual Reports and the Final Impact Report will be submitted via a form in Smartsheet. You will not need a Smartsheet account, special software or licenses to submit any of these reports. The forms must be completed and submitted in its entirety in a single session. With this in mind, it is recommended that the narrative responses first be drafted in Word format and pasted into the form, as you will be unable to save your responses in the form and return at a later time. Each text box is limited to 4,000 characters, including spaces, or approximately one single-spaced page.

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<sup>1</sup> Established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022)

The expenditure report will be completed in a pre-formatted Excel file, which will be submitted via Smartsheet by using the attach file feature at the end of the Final Impact Report form.

## **COMPLETING THE ANNUAL REPORTS**

The annual reports are a brief status report on spending the Officer Wellness and Mental Health Grant program funds. Each of the fields which comprise the Annual Reports are described in detail below.

### **SECTION 1: GRANTEE INFORMATION**

#### **Agency**

Identify the law enforcement agency that is the recipient of the grant funds.

#### **Reporting Year**

Select the year for which you are reporting, either

Year 1: January 1, 2023 – October 31, 2023 (Due December 1, 2023)

Year 2: November 1, 2023 – October 31, 2024 (Due December 1, 2024)

#### **Preparer's Information**

Complete four fields (Prepared by, Preparer's Title, Phone Number, and Email Address) to provide the name, title and contact information for the individual completing the report. This information is necessary so we can reach out to this individual if we have any follow-up questions.

#### **Do you require any technical assistance?**

If technical assistance is needed, select "yes". A text box will appear requesting you to describe your technical assistance needs. If no technical assistance is needed, select "no" and no additional information is required.

### **SECTION 2: GRANT IMPLEMENTATION**

Please report the total amount of Officer Wellness and Mental Health Grant Program funds spent in the reporting year?

For this question, only report the amount of funds spent during the reporting period selected in Section 1.

Please report the total amount of Officer Wellness and Mental Health Grant Program funds spent.

This question will only be asked in the second annual report. It should be the total amount of grant funds spent since the beginning of the grant (i.e., the total amount in the previous question for year 1 and year 2).

Please select the category or categories which best describe how the money was spent. For this response, the categories include: Physical health, Mental and/or Emotional Health, or Other. More than one category may be selected. For each category selected you will be asked to provide a brief description of the activity(ies) or project(s) implemented.

Please report the number of officers who benefited from the use of these funds during the reporting year.

For this response, you should include the total number of officers who participated in an activity or program, had access to equipment, or directly benefited another way from the Officer Wellness and Mental Health grant funds.

This number should be an unduplicated count, in that if an officer attended three times, they are only reported once, not three times. If 45 officers attended peer support programs across the period of the grant, then report 45, not the number of support meetings they attended.

### **SECTION 3: PRE-OFFICER WELLNESS GRANT INFORMATION**

This section requests information about any officer wellness programs that were implemented within the agency prior to receiving the Officer Wellness and Mental Health Grant funds. As such, this section will only appear in the Year 1 Annual Report.

**Did your agency have an officer wellness program established prior to this funding?**

This question requires a yes/no response. If the response is “No”, no additional information is required for Section 2. If the response is “Yes”, you will be asked a few follow-up questions about the officer wellness program established prior to receiving these funds.

**Please provide a brief synopsis of the program contents.**

For this question, provide a brief description of components of officer wellness program that were established prior to receiving this funding. For example, a mental health professional was employed part-time by the agency to meet with officers.

**In your previous officer wellness program, how has your agency measured success or areas needing improvement?**

Provide any measures that were used to evaluate the effectiveness of the previous officer wellness program. For example, increased positive community engagement, reduction in: work related injuries, sick days used, citizen complaints, days needed to recover from work related injuries, etc.).

**Did your agency expand an existing officer wellness program with this funding?**

This question requires a yes/no response. If the response is “No”, no additional information is required for Section 2. If the response is “Yes”, you will be asked to describe the expansion.

## COMPLETING THE FINAL IMPACT REPORT

Each of the fields which comprise the Final Impact Report are described in detail below.

### SECTION 1: GENERAL INFORMATION

#### Agency Information

In this section, complete each field to identify the law enforcement agency that was the recipient of the grant funds, the individual, and their contact information, who is submitting the report. The name and contact information of the individual who prepared and submitted the report must be included, as this will be the individual the BSCC will reach out to if there are any questions about the final impact report.

#### Program Focus

For the purposes of the impact report, BSCC divided Officer Wellness into the following three areas of Program Focus:

- Physical Health: fitness programs, purchase of exercise equipment, and nutrition programs
- Emotional and/or Mental Health: peer support programs, a mental health counselor or psychologist, coping skills education, mindfulness training.
- Other: financial literacy program, any other program which does not fall under physical health or emotional and/or mental health.

In this section, identify the area(s) of Program Focus in which the grant funds were applied. If funds were distributed across more than one area of Program Focus, select all that apply.

For each Program Focus area selected, three distinct types of information will be requested. These are:

- Program Description (Section 2)
- Wellness Measures (Section 3)
- Program Impact (Section 4)

You will need to complete Sections 2 – 4 for each Program Focus area identified in the item above. For example, if Physical Health and Other are selected as areas of Program Focus, the form will include fields to request information related to:

- 1) Program Description, Wellness Measures, and Program Impact for the “Physical Health” Program Focus area.
- 2) Program Description, Wellness Measures, and Program Impact for the “Other” Program Focus area.

If only one Program Focus area is selected, Sections 2 – 4 will only appear once which corresponds to the Program Focus area selected.

## **SECTION 2: PROGRAM DESCRIPTION**

The two questions under this section give you the opportunity to describe the program(s) implemented and corresponding goal(s) using the grant funds.

Provide a detailed description of how the grant program funds were used to improve officers' [Physical Health; Mental and/or Emotional Health; Other].

When providing a description of the program(s) implemented, provide as much detail as possible including how it was designed to improve officer wellness, the duration of the program, and how it was implemented.

Identify at least one specific goal you planned to achieve with the use of the funds to improve officers' [Physical Health; Mental and/or Emotional Health; Other].

Identify at least one goal for each program implemented. For example, if a peer support program was implemented, one goal could have been to reduce officer stress levels.

## **SECTION 3: WELLNESS MEASURES**

The items in this section ask about how program effectiveness and impact were measured.

Selecting measures used to assess program effectiveness and impact

This field provides a list of possible measures to assess the effectiveness and impact of the program(s). These are not required measures. Many of the measures listed are ones that are already collected by law enforcement agencies (e.g., sick days used, retention and recruiting rates). The measures selected should be ones that would be expected to change as a result of the wellness program and tie back to the goal(s) identified in the previous section. For example, if a peer support program was implemented, physical fitness measures, such as number of push-ups, would not be expected to change. However, it would be reasonable to expect that self-reported measures of stress would change after participating in the program. These measures are program/agency defined and measured.

Keep in mind, it is best practice to have multiple measures for each program; if you only select one, it may not be sensitive enough to detect the impact (e.g., if you implement a program to reduce stress, number of sick days used may not detect the effect, but self-reported levels of stress might, or vice versa). As such, agencies are encouraged to select and report more than one measure per program.

Indicating whether a pre-post assessment or control group was used to evaluate program effectiveness and impact

When evaluating program effectiveness, there are two common approaches: pre-post assessments and control groups. A different approach can be used for each measure

identified in the previous item. Identify which approach or approaches were used to evaluate possible differences in the measures. Below is a summary of the two approaches, including advantages and disadvantages of each.

Pre-post-assessment: measures are taken before the program starts and at least one more time either during the program or after program completion. The pre- and post-measures are compared.

- Example: A mindfulness training program was implemented to reduce anxiety in officers. Officers completed an anxiety assessment before the program started and again after completing the mindfulness training. If mindfulness was effective, anxiety levels should be lower after completing the training compared to before the training.
- Advantages
  - Easy to implement, especially if using a measure that is already tracked, such as number of sick days used.
  - Since it is the same individuals, there is no need to worry about differences in the measures due to individual variation (e.g., individuals who participate in the mindfulness program may have higher levels of anxiety than those who do not participate which is why they wanted to participate in the program).
- Disadvantages
  - If measures are not collected or available before the program started, this approach cannot be used.
  - Something unrelated to the program can happen after the training starts that can affect scores (e.g., an officer is shot on the job after the mindfulness program starts, it may lead to increased anxiety).

Control group: measures are taken at the end of the program for those who participated in the program, and those who did not enroll in the program. The two measures are compared.

- Example: a fitness program is implemented for some officers to increase strength. At the end of the fitness program, the number of sit-ups, push-ups, and pull-ups for each officer who participated is recorded. The number of sit-ups, push-ups, and pull-ups for officers who did not participate is recorded and compared to the numbers of those who did participate. If the fitness program was effective at increasing officers' strength, those who participated should be able to do more sit-ups, push-ups, and pull-ups when compared to the officers who did not participate.
- Advantages
  - Useful if unable or did not collect measures before program implementation
  - Useful if the individuals in the two groups have similar characteristics



- Do not have to worry about an outside event occurring during the program that could affect the outcome because all measures are taken at the end of the program.
- Disadvantage
  - Any differences between groups could be due to individual variation in the two groups (e.g., the officers who participated in the fitness program were already stronger than the officers who did not participate).

If using a pre-post assessment, indicate the time periods/duration being compared.

When using a pre-post assessment, measures need to be obtained, at a minimum, before the program starts and at the conclusion of the program. However, additional measures may be made throughout the duration of the program. Additional measures during the program may help to separate effects of an unrelated event, should that occur, from the effects of the program.

If using a control group method, describe the relevant characteristics of the individuals in the control group and those participating in the program.

To minimize the effect that individual variation may have on your group that participates and those in the control group, it can be beneficial to ensure that those individuals in the control group have similar characteristics to those participating in the program. For example, if a fitness program is being offered and the participants are more likely to work out regularly before the program starts, it may be beneficial to seek out individuals who regularly work out in the control group. Age and gender may be other factors that you want to be similar in your control group.

Describe how the above selected measures were expected to change based on the project implemented and the goal(s).

For this section, include a description of the measure, if it is not something commonly understood (e.g., if officers are asked to complete a stress assessment before and after the program, explain what the scores mean, such as a higher score indicates higher levels of stress). Below is an example of what a response may look like in this section.

“The funds were spent to develop an exercise program within the department. The goal of this program was to improve the strength and physical fitness of officers. By having officers participate in the 6-month exercise program, it is expected that officers will be stronger and more physically fit. It is expected that the number of sit-ups, push-ups, and pull-ups will be higher after completing the exercise program when compared to the number of sit-ups, push-ups, and pull-ups before the program was implemented. It is also expected that officers will be able to run a mile more quickly at the end of the program relative to before the program was implemented.”

#### **SECTION 4: PROGRAM IMPACT**

This section focuses on demonstrating the effectiveness and impact of the Officer Wellness and Mental Health Grant funds.

Report the total number of officers who benefited from the [Physical Health; Mental and/or Emotional Health; Other] program.

This number should be an unduplicated count, in that if an officer attended three times, they are only reported once, not three times. If 45 officers attended peer support programs across the period of the grant, then report 45, not the number of support meetings they attended.

Report pre- and post- measures and/or treatment and control group measures.

For each of the measures selected above, report the pre- and post- measures or treatment group and control group measures in summary format. This could be:

- A total count, examples include
  - The total number of new recruits in the year before and the year after the officer wellness program was implemented.
- An average, examples include
  - The average number of sick days used in the year before and the year after the officer wellness program was implemented.
  - The average level of stress on a standardized stress assessment before the officer wellness program was implemented and again six months after the program was implemented.
- A difference, examples include
  - The difference between the number of sit-ups, pull-ups and push-ups officers can do after implementing a physical fitness program relative to before it started.
- A rate/percentage
  - The retention rate increased 50% after implementing the officer wellness program.
- Any other metric(s) that you measured to assess the impact of the Officer Wellness and Mental Health Grant funds.

Describe what you found (changes in measures), whether they demonstrate progress made towards goal(s).

Provide a written summary of what you reported in the previous item. Additionally, describe whether they demonstrate progress made towards the goal(s) identified. For example, if you found that the average stress level of officers was lower after a mindfulness training relative to before, you may conclude that the goal to reduce stress levels in officers was achieved by implementing the mindfulness program.

Provide possible explanations as to why progress was/was not made towards goal(s).

Based on the responses in the previous two questions, provide possible explanations for the finding(s). If progress was made toward achieving the goal(s), provide an explanation as to why (i.e., how did the Officer Wellness and Mental Health Grant funds lead to the finding(s)).

If progress was not made toward achieving the goal(s), provide an explanation as to why the expected findings were not observed. Are there other factors that may have influenced the findings? For example, if the program was designed to reduce on-the-job stress levels, and there was an officer involved shooting shortly before stress levels were assessed the second time, it may affect the findings. Are there factors related to the evaluation of the program that may have impacted the findings, such as not enough time to fully assess the program impact or the measures selected may not have been sensitive enough to detect the change.

Describe any additional impacts beyond the measures identified that were observed, either formally or informally, as a result of the use of these funds.

These can be both positive and negative impacts. It is important to note both positive and negative impacts so positive impacts can be enhanced, and negative impacts can be addressed/eliminated in future iterations of the program.

## **SECTION 5: OVERALL IMPLEMENTATION EXPERIENCE**

In this section, describe your overall experience with implementing the Officer Wellness and Mental Health Grant program, regardless of the area(s) of Program Focus. Provide as much detail as possible. This information may be beneficial to other law enforcement agencies who are interested in implementing similar Officer Wellness programs.

**Did your agency spend all of the Officer Wellness and Mental Health Grant funds?**

This question requires a yes/no response. If you respond “No”, you will be asked to describe the challenges encountered that prevented your agency from spending the funds.

**Did you have enough funds to implement the program you wish you could have?**

This question requires a yes/no response. Regardless of response, please provide a brief explanation of your answer to the question.

**Describe the challenges encountered while implementing the Officer Wellness and Mental Health Grant program, and how you overcame these challenges.**

The response to this question should focus on the implementation challenges. Any challenges related to funding should be described in the previous two questions.

**Provide any recommendations and lessons learned for other agencies who may consider implementing this type of program in the future.**

Provide a detailed description of any recommendations and lessons learned through the implementation process of your officer wellness grant program, so that it can be shared with others who may implement similar programs. What do you wish someone had told you before you started this officer wellness program?

Describe your plans to continue to optimize the physical, emotional, and mental health of officers. Do these plans include working with the California Commission on Peace Officers Standards and Training (POST)?

Provide a detailed description of how your agency plans to continue to ensure the physical, emotional, and mental health wellness of your officers.

## **SECTION 6: EXPENDITURE REPORT**

As part of the Final Impact Report, agencies are required to submit an expenditure report detailing how the funding was used. An Expenditure Report Excel file will be provided to each agency which must be completed and attached to the Final Impact Report form. The form cannot be submitted without the Excel file attached. The Excel file contains two tabs; instructions for each of the tabs are provided below.

### **Advance Payment**

This first tab is a summary page which includes the agency name, address, and the amount of grant funds received. Review this information to ensure its accuracy. The funds will be distributed in one advance payment, so the Grant Award Balance should be \$0.

### **Invoice 1**

The Invoice 1 tab allows grantees to enter data into the green-shaded fields. Only complete the green fields. For all fields reporting a dollar amount, round to the nearest whole dollar; do not enter decimals.

While there is no requirement to submit the proposed budget to the BSCC, it is best practice to establish a budget for a project prior to implementation. As such, the Budget column should be completed prior to implementing the Officer Wellness and Mental Health Grant program. Include the dollar amount budgeted for each of the Line Items listed in the first column. If the Line Items are not relevant to your program, enter \$0. As the dollar amounts are entered in the Budget column, a total should auto-calculate at the bottom of the budget column. The total amount budgeted should not exceed your grant award amount (except in instances where interest is earned on grant funds, see below). Additionally, Budget Line Item amounts should carry over to the Balance column, including the total.

At the conclusion of the project, the Expenditures for Reporting Period column should be completed. For each of the line items in the first column, report the actual amount spent in the Expenditures for Reporting Period column. These values will be subtracted from the Budget column and reflected in the Balance column. If all of the funds were used, the Total at the bottom of the Balance column should be zero, which will be reflected by a “-“ in that cell.

In instances where grant funds were placed into an interest-bearing account, any interest earned must be reported as Project Income on line 22. This will create a new total amount available for use which will be reflected in the far-right column of line 20.

The use of these funds must then be reported within the respective budget line item(s) for the Budget column and the Expenditures for Reporting Period column. If no interest was earned on grant funds, enter \$0 for Project income on line 22.

Beginning on line 29 is the Expenditure Description section. For each dollar amount entered as an expenditure, enter a brief but detailed description. Your expenditures should correlate to the activities described in the Final Impact Report. You may provide additional information in the Comments field, if needed.

Beginning on line 39, the individual who prepared the invoice should be listed. The Authorized Financial Officer cannot prepare invoices. The individual who prepares invoices will provide their contact information and the date the invoice was prepared under the PERSON PREPARING REPORT section. Then, forward the Expenditure Report to the Authorized Financial Officer for review and approval.

The Authorized Financial Officer must review each line item expenditure and description. Then, approve the invoice by checking the certification box and providing their contact information and the date of approval.

Once the Expenditure Report has been approved by the Authorized Financial Officer, it should be attached to the Final Impact Report form and submitted with the completed form.

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# City Council Agenda Report

ITEM NO. 12

**DATE:** November 15, 2023

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

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

**SUBJECT:** **Consider Authorizing the Acceptance of a Grant Award in the Amount of \$55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program and Approve the Grant Agreement**

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## Recommendation

It is recommended that the City Council:

1. Accept a grant award in the amount of \$55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001 and approve the Grant Agreement;
2. Appropriate \$47,000 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$8,000 into 101-4010-4011-8022 OTS Grant Expenses; and
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

## Background

In January 2023, the South Pasadena Police Department applied for and received a Strategic Traffic Enforcement Program (STEP) grant award from the California Office of Traffic Safety in the amount of \$55,000 to provide additional traffic safety efforts to the City at no net cost. The STEP grant would provide funding for an array of best practice strategies to impact traffic safety including training, community education, and strategic enforcement to promote bicycle, pedestrian, and motorist safety for all ages. In order to access funding, the South Pasadena Police Department was required to submit an application and proposed scope of work outlining the anticipated activities, approach, and budget. The fiscal year for the grant award is from October 1, 2023 through September 30, 2024.

## Analysis

The California Office of Traffic Safety's STEP grant funding is specifically directed toward law enforcement traffic safety operations. Safe movement through cities is an ongoing high priority at both the state and local levels, particularly as South Pasadena has experienced a substantial impact as a result of increased local traffic. Following the construction of the Gold

Line and several Safe Routes to School initiatives, there has been a significant increase in the number of community members and visitors opting to use bicycles and trains in lieu of vehicular travel. This grant award would support and enhance the South Pasadena Police Department's efforts to promote safe movement throughout the City. The STEP grant program would be implemented and administered by the South Pasadena Police Department in three phases:

- Phase one consists of the creation of operational plans, training, and a press release announcing the grant award.
- Under phase two, the South Pasadena Police Department would begin conducting various traffic safety operations, including bicycle and pedestrian enforcement operations, Driving Under the Influence (DUI) saturation patrols, DUI check points, distracted driving operations, traffic enforcement operations, and motorcycle safety operations.
- Phase three would consist of data collection, analysis, and comparison of the grant performance measures against actual grant enforcement and educational goals.

Additionally, the grant funding would support two DUI checkpoints, nine DUI saturation patrols, and two presentations regarding traffic safety, along with other traffic enforcement efforts. Campaigns include participation in the National Highway Traffic Safety Administration Summer and Winter Mobilization to effectively address DUI drivers; participation in the annual National Distracted Driving Awareness Month in April 2024; and participation in the annual Click It or Ticket mobilization period in May 2024. With this grant, the goal is to utilize education and enforcement strategies to provide enhanced roadway safety for residents and visitors to the City of South Pasadena while ultimately reducing the number of persons killed or injured in all categories of traffic collisions.

#### **Fiscal Impact**

The City of South Pasadena will receive an award in the amount of \$55,000 from the Office of Traffic Safety for the Strategic Traffic Enforcement Program. No local matching funds are required. Staff is requesting an appropriation of \$47,000 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and \$8,000 into 101-4010-4011-8022 OTS Grant Expenses.

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

This matter was not reviewed by a Commission.

Attachments: Grant Agreement between the City of South Pasadena and the Office of Traffic Safety for the Strategic Traffic Enforcement Program



# **ATTACHMENT**

Grant Agreement between the City of South Pasadena and the Office of  
Traffic Safety for the Strategic Traffic Enforcement Program

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<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu</p> <p>ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p><b>9. SAM INFORMATION</b></p> <p>SAM #: WB8MAY5ZZTK4</p> <p>REGISTERED ADDRESS: 1422 Mission Street, South Pasadena Ca. CITY: 91030 ZIP+4: South Pasadena 91030-3214</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				<b>AGREEMENT TOTAL</b>		<b>\$55,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$55,000.00</b>
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$55,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

### 1. PROBLEM STATEMENT

The City of South Pasadena is located in the west San Gabriel Valley in Los Angeles County. The city encompasses 3.4 square miles and is home to approximately 26,000 residents. Though predominately a residential city, South Pasadena lies in between several major freeway systems, including Highway 134, Highway 60, 110 Parkway, and the 210, 710, and 10 freeways. There are multiple major surface arterial streets that bisect the city and connect these freeway systems together, increasing the volume of commuter traffic. A 2014 traffic flow study conducted by Minagar and Associates showed that the daytime population increased to approximately 138,000, a population increase of over 112,000 members (See attached daily traffic flow map).

Though there are minor fluctuations in the volume of reported incidents between 2016-2022, there is a persistent trend that indicates that traffic-related incidents continue to pose a significant issue within the City. The number of non-injury crashes, DUI arrests, and citations issued shows that traffic enforcement, education, and engineering are areas that need to be continuously addressed. In 2020, officers issued 3,599 citations and made 34 DUI arrests; comparatively, in 2021, officers issued 2,833 citations and made 33 DUI arrests. Citation and DUI arrest numbers for 2022 are temporarily unavailable due to an upgrade in the CAD/RMS system

Between 2020-2021, there was an average of one fatal traffic crash a year. In 2020, there were three fatal traffic crashes, and two involved motorcyclists exceeding the speed limit. In 2022, there was one fatal crash between a vehicle and a pedestrian. Two other pedestrians were injured during this crash. Commercial trucks utilize the main corridors in South Pasadena to conduct business, which can add additional enforcement needs. Even though the City of South Pasadena has adequate signage designating truck routes, the need for more enforcement is present to preserve the integrity of our roadways. The South Pasadena Police Department intends to educate commuters through enforcement within the geographic areas and time frames shown to have the highest volume of reported incidents. By focusing on these areas, the city hopes to reduce injury crashes and increase driver safety awareness. In 2021, The South Pasadena Police Department handled 28,010 calls for service. Our average staffing levels at the time consisted of three patrol officers and one supervisor.

### 2. PERFORMANCE MEASURES

#### A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

#### B. Objectives:

**Target Number**

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	
7. Send law enforcement personnel to the DRE Recertification training.	
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	8
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
<b>3. METHOD OF PROCEDURE</b> <b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b> <ul style="list-style-type: none"> <li>• The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.</li> <li>• All training needed to implement the program should be conducted in the first quarter.</li> <li>• All grant related purchases needed to implement the program should be made in the first quarter.</li> <li>• In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.</li> </ul>	

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

N/A

## **B. Phase 2 – Program Operations (Throughout Grant Year)**

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

### Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid

media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

N/A

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

N/A

### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.



FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00
402PT-24	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-24	\$7,500.00	2	\$15,000.00
DUI Saturation Patrols	164AL-24	\$1,500.00	8	\$12,000.00
Traffic Enforcement	402PT-24	\$1,200.00	8	\$9,600.00
Distracted Driving	402PT-24	\$1,200.00	3	\$3,600.00
Pedestrian and Bicycle Enforcement	402PT-24	\$1,200.00	3	\$3,600.00
Collaborative Traffic Enforcement	402PT-24	\$1,100.00	2	\$2,200.00
Traffic Safety Education	402PT-24	\$500.00	2	\$1,000.00
Category Sub-Total				\$47,000.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-24	\$5,000.00	1	\$5,000.00
				\$0.00
Category Sub-Total				\$5,000.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-24	\$3,000.00	1	\$3,000.00
Category Sub-Total				\$3,000.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$55,000.00</b>

<b>BUDGET NARRATIVE</b>
<p><b>PERSONNEL COSTS</b>                      DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p>
<p>Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel</p>
<p>Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.</p>
<p><b>TRAVEL EXPENSES</b>                      In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.</p>
<p><b>CONTRACTUAL SERVICES</b>                      -</p>
<p><b>EQUIPMENT</b>                      -</p>
<p><b>OTHER DIRECT COSTS</b>                      DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).</p>
<p><b>INDIRECT COSTS</b>                      -</p>
<p><b>STATEMENTS/DISCLAIMERS</b>                      There will be no program income generated from this grant.</p> <p>Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.</p>

**Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to all subrecipients as well as States)**

**The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to all subrecipients as well as States)**

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)**

#### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or



otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA (applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)**

#### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.



## **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

## **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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# City Council Agenda Report

ITEM NO. 13

**DATE:** November 15, 2023

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

**PREPARED BY:** Angelica Frausto-Lupo, Community Development Director

**SUBJECT:** **Consideration of the Approval of the First Amendment to the Professional Services Agreement with Moore Iacofano Goltsman, Inc. for Updated Property Data and Maps in an Amount not-to-Exceed \$15,000**

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## **Recommendation**

It is recommended that the City Council consider the approval of the First Amendment to the Professional Services Agreement with Moore Iacofano Goltsman, Inc. for additional technical services for property development and zoning data, analysis, and mapping in the amount of \$15,000 for a new not-to-exceed amount of \$44,250.

## **Executive Summary**

The City entered into a Professional Services Agreement (PSA) with Moore Iacofano Goltsman, Inc. (MIG) for zoning text amendments and mapping related to the rezoning programs required as part of the 6<sup>th</sup> Cycle Housing Element implementation. The initial contract amount was \$29,250. However, on September 27, 2023, City Council opted not to move forward with the proposed density increases in the residential medium density (RM) and residential high density (RH) zones in order to further review available development capacity of the City's residential zones. Consequently, additional technical support is needed to conduct a detailed analysis of the existing development characteristics and densities and analyze available development capacity of all of the City's residential zones. This information will assist with the implementation of the Housing Element.

## **Background**

The City's 6<sup>th</sup> Cycle 2021-2029 Housing Element was adopted by the City Council on May 30, 2023. As part of the Housing Element implementation, Zoning Code and Zoning Map amendments were needed to implement Housing Element policy related to the sites inventory and creating capacity to satisfy the City's Regional Housing Needs Assessment (RHNA) allocation. The City's rezoning efforts were required to be completed within 120 days of adoption of the Housing Element and MIG successfully completed their assignments enabling the City to meet its deadline. MIG will continue its engagement to provide technical data and mapping support.

**Analysis**

As stated above, MIG will be engaged to provide additional technical data and mapping support. MIG is a consulting firm with offices throughout the United States, a majority of which are in California. They are technical experts in community planning and other related disciplines. As such, they have in-house planners, GIS technicians, and data analysts that are available to model and test development standards, write technical zoning codes, and determine what needs adjusting (zoning code and zoning map) and to what degree to accommodate identified densities.

**Fiscal Impact**

The First Amendment to the MIG, Inc. PSA includes a contract amount of \$15,000 for a new not-to-exceed amount of \$44,250. Funding for zoning data and maps was included in the Fiscal Year 2023-2024 Community Development Department Budget under Professional Services Account Number 101-7010-7011-8170-000.

**Key Performance Indicators and Strategic Plan**

The re-zoning program is a critical component of the City's adopted Housing Element and new General Plan. Housing is foundational to the implementation of most of the City's 2021-2026 Strategic Plan goals: 2) Economic Development, 3) Public Safety, 4) Infrastructure, and 5) Housing.

**Commission Review and Recommendation**

This matter was not reviewed by a commission or board.

**Attachments:**

1. MIG, Inc. PSA
2. Proposed MIG, Inc. PSA First Amendment

**ATTACHMENT 1**

MIG, Inc. PCA

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**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Moore Iacofano Goltsman, 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 Moore Iacofano Goltsman, Inc. (“Consultant”).

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: technical writing and GIS mapping for re-zoning related to Housing Element implementation.
- 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”: Focused Zoning Code and Zoning Map Updates, Exhibit A
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Alison Becker, AICP, Deputy Community Development 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. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty Nine Thousand, Two Hundred and Fifty Dollars (\$29,250).
- 3.5. “Commencement Date”: June 15, 2023.
- 3.6. “Termination Date”: Upon completion of the work but no later than December 31, 2023.

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

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

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shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

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

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

**8. INTENTIONALLY OMITTED**

**9. OWNERSHIP OF WRITTEN PRODUCTS**

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

**10. RELATIONSHIP OF PARTIES**

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social

security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, 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 active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.7 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

**12. INSURANCE**

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

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

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Focused Zoning Code and Zoning Map Updates.
- 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.

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

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

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a 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.

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

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

### 13. MUTUAL COOPERATION

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

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

### 14. NOTICES

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



If to City:

Alison Becker, AICP  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7222

If to Consultant:

Lisa Brownfield, Principal  
MIG, Inc.  
537 S. Raymond Avenue  
Pasadena, CA 91105  
Telephone: (626) 744-9872

With courtesy copy to:

Roxanne M. Diaz  
Richards, Watson & Gershon  
350 South Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: (213) 626-8484

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

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

## 17. INTERPRETATION OF AGREEMENT

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

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employce of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

By: Armine Chaparyan  
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 6/15/2023

“Consultant”

Daniel Iacofano, MIG, Inc.

By: Daniel Iacofano  
Signature

Printed: DANIEL S IACOFANO

Title: CEO/PRESIDENT

Date: 6/12/23

**Attest:**

By: Mark Perez  
Deputy City Clerk

Date: 6/26/2023

**Approved as to form:**

By: Roxanne Diaz  
Roxanne Diaz, City Attorney

Date: 6/20/2023

## EXHIBIT A

### *Scope of Services*

MIG will provide the following scope of services. Please note that each task identified may not occur in the order presented in this scope, as tasks may occur simultaneously. This scope reflects our discussion with you regarding the anticipated Zoning Code and Zoning Map amendments needed to implement Housing Element policy related to the sites inventory and creating capacity to satisfy the Regional Housing Needs Assessment (RHNA). Based on our discussions, these assumptions are:

- Any rezoning required within the Downtown Specific Plan area will not be part of MIG's work scope; it will be undertaken in a parallel process by others.
- In 1998, the City significantly reduced allowable densities in the multi-family residential zones (RM and RH). This amendment effort will reverse that action and restore densities to 35 units/acre for RM and 45 units/acre for RH.
- MIG will need to adjust the development standards for the RM and RH zones to implement the target densities and make sure they work to produce quality projects.
- Through a contract with SCAG, AECOM is preparing objective design standards (ODS) that will apply in South Pasadena. MIG will need to ensure that the ODS and new development standards work in tandem to implement Housing Element policy. We assume that the ODS materials will be available when the work gets started.
- Commercial nodes outside of the Downtown Specific Plan will need to allow for mixed-use developments at a density of up to 70 units/acre. The standards will mirror those in the specific plan, which have already been prepared. However, the standards may need to be slightly adjusted to reflect any unique conditions in the Focus Areas where they apply.
- Parking standards may require adjusting; however, because many of the areas affected by the rezoning lie within one-half mile of the L Line light rail station, the provisions of AB 2097 will limit the City's ability to impose parking requirements.
- The City does not have GIS shapefiles for the Zoning Map. MIG will create the map based on parcel data we acquire from Los Angeles County and then code with the appropriate zoning districts shown on the official paper Zoning Map. Alternatively, the City's General Plan consultant may be able to provide the GIS shapefiles.

While the Housing Element contains other policies that will be implemented through Zoning Code updates, this effort will focus only on the above. Other policy directives, for example, includes repealing the 45-foot-height limit (requires a voter referendum), revising the inclusionary housing ordinance, and streamlining administrative procedures.

## **Task 1: Project Management and Coordination**

### **1.1: Kick-Off Meeting**

MIG Principal Lisa Brownfield, Jose Rodriguez, and Allison Cook will conduct a teleconference with City staff to clarify available information and your expectations regarding the amendments and schedule.

Objectives for the call include:

- Understand the City's expectations and requirements
- Establish primary contact and preferred methods for communication
- Discuss the work scope and schedule
- Identify GIS resources

### **1.2: Project Coordination Meetings (allowance)**

This task involves strategic planning meetings/phone calls between MIG and City staff as needed. The budget provides an allowance for coordination meetings.

### **1.3: Project Management**

This subtask provides for contract administration, invoicing, scheduling, coordination with the project team, and quality control/assurance.

---

#### ***Task 1 Meetings and Deliverables***

*Kick-off meeting*

*Project coordination meetings (budgeted allowance)*

*Monthly invoices*

---

## **Task 2: Prepare Administrative Draft and Hearing Draft Zoning Code Amendments**

The Housing Element establishes the densities to be achieved in the RM, RH, and mixed-use zoning districts. The mixed-use zoning will be implemented via an overlay district or corresponding zone within Focus Areas (outside of the Downtown Specific Plan area). Thus, our effort will focus on drafting development standards that work to achieve these densities and work in concert with the ODS to be provided by the City (prepared by AECOM).

Using the version of the South Pasadena Zoning Code available online from Code Publishing, the ODS, and the draft Downtown Specific Plan mixed-use standards, MIG will prepare administrative draft Zoning Code amendments for Division 36.220 (Residential Zoning Districts), Division 36.230 (Commercial Zoning Districts), and Division 36.250 (Overlay Zoning Districts).

To accommodate the new RM and RH densities, changes may be needed to the following development standards:

- Minimum lot area
- Setbacks

- Floor area ratio
- Multiple story exception
- Height limit adjacent to street
- Open space
- Parking

MIG’s planners will work with our in-house designers and architects to model and test what standards need adjusting and to what degree to accommodate the densities and reflect the ODS. Options will be shared with City staff to assist with selecting the appropriate new standards.

Regarding the mixed-use standards, City staff has indicated that those standards should mirror those that have been drafted for the Downtown Specific Plan. We will want to test those to ensure they work for the housing sites identified in the Housing Element outside of the specific plan area. If needed, we will tweak those standards to reflect any conditions unique to the Focus Areas.

We will prepare complete administrative drafts of the code sections using Word’s track changes function to clearly identify the draft changes. City staff will review and edit the administrative draft, also using track changes and comments to indicate edits. All City comments will be consolidated and resolved in a single document to be provided to MIG.

Following receipt of City staff comments, MIG will revise the administrative draft to produce a public hearing draft. Given the short time frame available to complete this work program, we have not included an interim draft to be shared with the Planning Commission in a study session format.

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***Task 2 Deliverables***

*One electronic copy (Word and pdf) of the Administrative Draft code amendments for City review*

*One electronic copy (Word and pdf) of the Public Hearing Draft code amendments for City review*

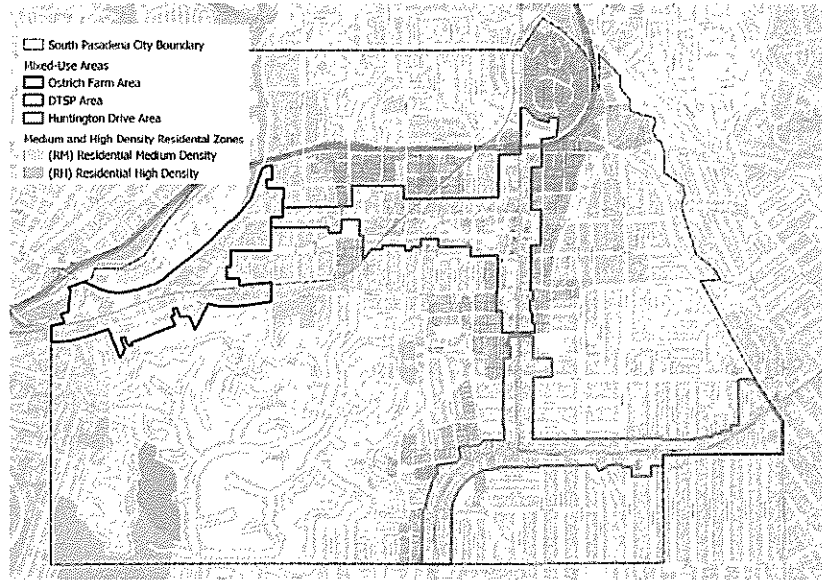
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**Task 3: Prepare Administrative Draft and Hearing Draft Zoning Map Amendments**

The Zoning Map will need to be amended to accommodate the RHNA commitment. The map below identifies the required rezoning areas.



The new Zoning Map must be parcel specific. The City has indicated that it does not have a GIS-based Zoning Map, so we will need to prepare one to identify zoning at the parcel level and allow for easier identification (by APN) of the parcels to be rezoned. MIG will either obtain the necessary GIS layers from Los Angeles County or the City's GIS consultant to build the base map and create the



current Zoning Map from paper map data. We will then prepare the new map and provide an exhibit showing which parcels will be rezoned.

The level of effort to create the existing Zoning Map can be eased and costs reduced if the City's prior Housing Element consultant prepared a GIS-based Zoning Map and can provide that GIS data to the City.

MIG will prepare an administrative draft Zoning Map to City staff for review. We will make revisions per staff direction and create the public hearing draft Zoning Map.

The City will need to identify property owners whose properties are planned to be rezoned. We will provide the City the list of affected APNs, indicating the existing and proposed zoning districts.

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#### **Task 3 Deliverables**

*Administrative Draft Zoning Map (pdf for review)*

*Public hearing Draft Zoning Map (pdf)*

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#### **Task 4: Public Hearings – Optional**

If requested by City staff, MIG can attend public hearings to present materials and respond to questions. Other optional tasks include preparing hearing resolutions, ordinances, and staff reports. For cost control purposes, we have not included these tasks in the budget.

---

#### **Task 4 Deliverables**

*Optional – Prepare presentation for hearings*

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## **Task 5: Final Zoning Code and Zoning Map Changes**

### **5.1: Final Code and Map**

We have budgeted an allowance of MIG staff time to prepare any revisions to the Code and Map amendments to reflect Planning Commission recommendations to the City Council for the first reading of the ordinance. We assume that City staff will make any final changes in response to City Council action.

---

#### ***Task 5 Deliverables***

*Code and Map amendments with Planning Commission revisions/recommendations (Word and pdf)*

*Final Zoning Map GIS layers (ArcGIS)*

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## EXHIBIT B

### Fee Schedule

The table below identifies the estimated costs associated with each work scope task. All work and direct costs will be billed on a time-and-materials basis using the following hourly billing rates:

Principal:	\$215-\$240
GIS Director	\$175
Senior Planner	\$170
Designer	\$160
Administrative	\$120

Task	Estimated Cost
1.0 Project Management and Coordination	\$5,000
2.0 Administrative Draft Zoning Code	\$15,000
3.0 Administrative Draft Zoning Map	\$8,000
4.0 Public Hearings - OPTIONAL	--
5.0 Final Code and Map - allowance	\$1,000
Direct Costs	\$250
<b>Total</b>	<b>\$29,250</b>

### Schedule

Per the City's settlement agreement, the rezoning must be complete within 120 days of Housing Element adoption, which occurred May 30, 2023. We have assumed that the Council's first reading of the ordinance will constitute completion. Based on these assumptions, we propose to adhere to the following schedule, subject to receiving all materials needed to prepare the Code and Map amendments and timely City review of draft materials.

Task	Timeline
1.0 Project Management and Coordination	Kick-off meeting week of June 12, 2023. Coordination meetings as scheduled.
2.0 Administrative Draft Zoning Code Deliver to City City Comments to MIG Hearing Draft	July 21, 2023 August 4, 2023 August 18, 2023
3.0 Administrative Draft Zoning Map Deliver to City City Comments to MIG Hearing Draft	July 14, 2023 July 31, 2023 August 11, 2023
4.0 Public Hearings - OPTIONAL	September 2023
5.0 Final Code and Map	September 2023

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# **ATTACHMENT 1**

Proposed MIG, Inc. PSA First Amendment

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FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT (“Amendment”) is made and entered into on the 15<sup>th</sup> day of November, 2023 by and between the CITY OF SOUTH PASADENA (“City”) and Moore Iacofano Goltsman, Inc. (MIG) (“Consultant”).

RECITALS

WHEREAS, on June 15th, 2023, the City entered into an agreement with MIG, which was executed by the City Manager, for MIG to prepare zoning text amendments and maps related to the General Plan Update (“Agreement”), and;

WHEREAS, the City and Consultant desire to amend the scope of the Agreement to assist with the development of detailed data analysis of existing density and available development capacity within the City’s residential zones.

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

Section 1. Section 3.1 of the Agreement entitled “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated herein by this First Amendment.

Section 2. Section 3.4 of the Agreement entitled “Maximum Amount” is amended to read as follows: “The highest total compensation and costs payable to Consultant by the City under this Agreement. The Maximum Amount under this agreement is Forty-Four Thousand and Two Hundred Fifty Dollars (\$44,250), which is comprised of Twenty-Nine Thousand, Two Hundred and Fifty Dollars (\$29,250) for the original Scope of Services and Fifteen Thousand Dollars (\$15,000) to support additional activities necessary to finalize the residential capacity and rezoning program for the General Plan Update as described in the First Amendment.

Section 3. Section 3.6 of the Agreement entitled “Termination Date” shall be revised to read as follows: “Upon completion of the work.”

Section 4. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Second Amendment, shall remain in full force and effect.

**TO EFFECTUATE THIS FIRST AMENDMENT**, the parties have caused their duly authorized representatives to execute this Amendment on the dates set forth below.

“CITY”  
City of South Pasadena

“Consultant”  
Moore Iacofano Goltsman, Inc.

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: Arminé Chaparyan

Printed: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Mark Perez, Deputy City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

Date: \_\_\_\_\_



**Exhibit 1**

**Amended Scope of Services**

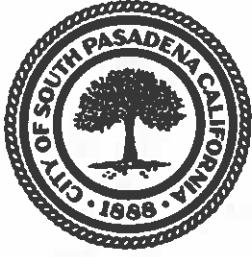
<p><b>TASK 6. (NEW)</b></p> <p><b>Data Analysis</b></p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <b>Data Tables</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Secure most recent County Assessor Data for all residential parcels in South Pasadena. Desired information includes, but not limited to, total parcels in each zoning designation, parcel sizes per designation, existing units per parcel, existing units per zoning designation, existing density in each zoning designation, parcels where existing units exceeds allowable density.</b></li> <li>• <b>Analyze existing unit distribution within zoning designations to determine what percentage of parcels are developed at a level that exceeds existing density. Analyze the impact of proposed density changes in terms of additional capacity per zoning designation.</b></li> </ul>
<p><b>TASK 7. (NEW)</b></p> <p><b>Mapping</b></p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <b>Draft Maps</b></li> <li>• <b>Final Maps</b></li> </ul>	<p><b>Illustrate data with maps. Identify areas where upzoning is desirable given proposed density, existing units, transit orientation, parcel sizes. Heat map of over-built/under-built existing environments. Maps illustrating predominant lot size locations.</b></p>

**Fee Schedule**

All work and direct costs will be billed on a time-and-materials basis using the following hourly billing rates:

Principal:	\$215-\$240
GIS Director	\$175
Senior Planner	\$170
Designer	\$160
Administrative	\$120

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# City Council Agenda Report

ITEM NO. 14

**DATE:** November 15, 2023

**FROM:** Arminé Chaparyan, City Manager *Ac*

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

**SUBJECT:** **Approval of the 2024 City Council Meeting Schedule**

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## **Recommendation**

It is recommended that the City Council approve the City Council meeting schedule for the 2024 calendar year.

## **Executive Summary**

The South Pasadena City Council adheres to a bi-monthly meeting schedule as established by Resolution No. 7716, with provisions for schedule adjustments as needed. For 2024, tentative meeting cancellations are identified for January 3, July 3, and August 7 to accommodate city breaks and significant events, with special sessions to be arranged if required. The most recent amendments to the 2023 schedule were adopted on July 19, 2023, after consultation with the Mayor and City Council, ensuring that any future changes will undergo a similar process of consideration and approval by the Council.

## **Background**

In accordance with Resolution No. 7716 of South Pasadena, the City Council convenes on the first and third Wednesday of each month. The Closed Session commences at 6:00 p.m., followed by the Open Session at 7:00 p.m. This routine scheduling facilitates forward planning for the City Council, municipal staff, and our residents throughout the year. Nonetheless, the City Council retains the discretion to modify this schedule, including the cancellation or addition of meetings as circumstances warrant.

Looking ahead to 2024, we have identified a preliminary schedule of meetings that may be subject to cancellation:

- January 3, 2024: Due to the City's winter recess beginning on Friday, December 23, 2022, and extending until Tuesday, January 3, 2023, there will be insufficient time to prepare and disseminate a complete agenda. Should there be a pressing requirement for a meeting, the staff is prepared to organize a special session during the second week of January.

- July 3, 2024: The City staff will be fully engaged in the lead-up to the Fourth of July festivities, leaving inadequate time to arrange for the customary City Council Meeting on July 3rd. However, we will be poised to convene a special City Council meeting on Wednesday, July 10, 2024, if it becomes necessary.
- August 7, 2024: Following the guidance issued at the City Council meeting on June 19, 2013, the first meeting in August is slated for cancellation, barring a specific requirement for addressing City matters.

The proposed cancellations ensure that City operations are conducted efficiently while accommodating significant local events and observances. Any updates or changes to this schedule will be communicated promptly to ensure all stakeholders are informed.

### **Analysis**

The latest revisions to the 2023 City Council meeting schedule were ratified on July 19, 2023, following consultations with the Mayor and City Council members. Should there be a need for further adjustments to the meeting calendar, such proposals will be presented to the City Council for review and decision-making at the appropriate time.

### **Fiscal Impact**

There is no fiscal impact associated with this item.

Attachment: 2024 Regular City Council Meeting Schedule

**ATTACHMENT**  
2024 Regular City Council Meeting Schedule



CITY OF SOUTH PASADENA  
2024 REGULAR CITY COUNCIL MEETING SCHEDULE

City Council Meeting Date	Notes
<b>January 3, 2024</b>	<b>CANCELLED Due to Winter Holiday Closure</b>
January 17, 2024	
February 7, 2024	
February 21, 2024	
March 6, 2024	
March 20, 2024	
<b>April 3, 2024</b>	<b>CANCELLED Due to Spring Break</b>
April 17, 2024	
May 1, 2024	
May 22, 2024	
June 5, 2024	
June 19, 2024	
<b>July 3, 2024</b>	<b>CANCELLED Due to Fourth of July Holiday</b>
July 17, 2024	
<b>August 7, 2024</b>	<b>CANCELLED Due to Council Directive from 6/19/2013 City Council Meeting: No Council Meeting the First Week of August</b>
August 21, 2024	
September 4, 2024	
September 18, 2024	
October 2, 2024	
October 16, 2024	
November 6, 2024	
November 20, 2024	
December 4, 2024	
December 18, 2024	



# City Council Agenda Report

ITEM NO. 15

**DATE:** November 15, 2023

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

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

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

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## **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
2. October 04, 2023 Regular City Council Meeting Minutes

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# **ATTACHMENT**

September 27, 2023 Special City Council Meeting Minutes

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**CITY OF SOUTH PASADENA  
SPECIAL MEETING OF THE CITY  
COUNCIL**

**MINUTES**

**WEDNESDAY, SEPTEMBER 27, 2023, AT 7:00 P.M.**

**CALL TO ORDER:**

The Special Meeting of the South Pasadena City Council was called to order by Mayor Primuth on Wednesday, September 27, 2023, at 7:30 P.M. in the City Council Chambers, 1424 Mission Street, South Pasadena, California 91030 and the Teleconference Location, Copenhagen Marriott Hotel, Kalvebod Brygge 5, 1560 Copenhagen V, Denmark.

**ROLL CALL:**

**PRESENT**

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

**ABSENT**

None

Mark Perez, Deputy City Clerk, announced a quorum.

**CITY STAFF PRESENT:**

Arminé Chaparyan, City Manager; David Snow, City Attorney; and Roxanne Diaz, City Attorney were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

Mayor Primuth led the Flag Salute.

<b>CLOSED SESSION ANNOUNCEMENTS</b>
-------------------------------------

**1. CLOSED SESSION ANNOUNCEMENT****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: 913 Meridian Avenue

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: South Pasadena Preservation 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: 3

**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)

**In Person Public Comment:**

Jennifer Trotoux spoke on the South Pasadena Preservation Foundation property negotiations.

City Attorney Roxanne Diaz stated that no reportable action was taken regarding any of the items.

**PUBLIC COMMENT**

**2. PUBLIC COMMENT**

In Person Public Comment:

Steve Gavinas spoke regarding the current agreement with Athen's Services.

Harry Knapp spoke regarding the Evictions and the Eviction Moratorium.

Zoom Public Comment:

Alan Ehrlich spoke regarding the Electrification project and the Tesla vehicles.

**PRESENTATION**

**3. SOUTH PASADENA LITTLE LEAGUE RECOGNITION**

Mayor Primuth presented a certificate of recognition to the South Pasadena Little League, 2023 Junior Baseball Team for winning a Southern California Baseball Title and advancing to the West Region Tournament.

**4. MERCHANT MINUTE – Twohey's Restaurant**

President of the Chamber of Commerce Laurie Wheeler introduced Twohey's owner Tania Cristos, who gave a presentation on the restaurant.

**5. STAFF INTRODUCTION**

**Fire Department:**

Kevin Tiet, Management Assistant  
Edward Meza, Firefighter Paramedic  
Alex Khachatoorian, Firefighter Paramedic  
Gavin Boger, Firefighter Paramedic  
Fire Chief Riddle introduced the new staff.

**CHANGES TO THE AGENDA**

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

Item No. 3 was heard prior to item no. 2 by direction of the Mayor.

**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.

**COUNCIL MOTION AND ACTION:**

Mayor Pro Tem Zneimer requested to pull item nos. 9, 13, and 14 for separate discussion. A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item Nos. 7, 8, 11, 12, and 15 of the consent calendar as modified by the additional documents. The motion carried 5-0, by the following vote:

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

**7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$150,880.02; GENERAL CITY WARRANTS IN THE AMOUNT OF \$2,111,576.34; ONLINE PAYMENTS IN THE AMOUNT OF \$178,990.21; TRANSFERS IN THE AMOUNT OF \$72,500.00; VOIDS IN THE AMOUNT OF (\$2,161.06); PAYROLL IN THE AMOUNT OF \$842,990.36**

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. MONTHLY INVESTMENT REPORTS FOR JULY 2023**

Recommendation

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

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

**9. CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO AN AGREEMENT WITH HDL SOFTWARE, LLC FOR BUSINESS LICENSE PROCESSING SERVICES AND APPROPRIATION OF FUNDS**

Recommendation

It is recommended that the City Council:

1. Approve the Second Amendment to the Professional Services Agreement with HdL Software, LC (HdL) for business license processing services through October 31, 2024, in the amount of \$75,000 and authorize the City Manager to execute the amendment.
2. Appropriate an additional \$45,850 from General Fund to cover excess.

This item was pulled for separate discussion by Mayor Pro Tem Zneimer.

Finance Director John Downs gave a presentation.

**COUNCIL MOTION AND ACTION:**

**Mayor Pro Tem Zneimer requested to pull item no. 9 for separate discussion. A motion was made by Mayor Pro Tem Zneimer and seconded by Councilmember Braun to approve Item No. 9 of the consent calendar. The motion carried 5-0, by the following vote:**

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

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

**Recommendation**

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

**This item was continued to the October 4, 2023 City Council Meeting.**

**11. CONSIDERATION OF APPROVAL OF THE MEMORIAL BENCH DONATION REQUESTS AND APPROVAL OF THE APPROPRIATION OF DONATED FUNDS TO THE COMMUNITY SERVICES BUDGET**

Recommendation

It is recommended that the City Council consider:

1. Approval of a memorial bench donation of \$2,573.23 from Nancy Shires;
2. Approval of a memorial bench donation of \$1,481.13 from Kerri Maines; and
3. Approval of an appropriation of \$4,054.36 to Account No. 101-8030-8031-8020

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

**12. CONSIDERATION OF APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE 626 GOLDEN STREETS ARROYOFEST 2023 EVENT**

Recommendation

It is recommended that the City Council consider approval of a Memorandum of Understanding (MOU) between with the San Gabriel Valley Council of Governments (SGVCOG) and the City of South Pasadena for the 626 Golden Streets ArroyoFest 2023 Event.

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

**13. CONSIDERATION OF APPROVAL OF FUND ALLOCATION AND APPROPRIATION TO COMPLETE THE ENVIRONMENTAL REVIEW DOCUMENTS FOR THE 2021-2029 HOUSING ELEMENT AND GENERAL PLAN/DOWNTOWN SPECIFIC PLAN IN THE AMOUNT OF \$78,606**

Recommendation

It is recommended that the City Council allocate and appropriate \$78,606.10 from General Fund Account Number 101-0000-0000-3200-000 to the Community Development Department Professional Services Account Number 101-7010-7011-8170-000.

Mayor Pro Tem Zneimer pulled the item for separate discussion.

Director of Community Development Angelica Frausto-Lupo gave a presentation.

**COUNCIL MOTION AND ACTION:**

**Mayor Pro Tem Zneimer requested to pull item no. 13 for separate discussion. A motion was made by Mayor Pro Tem Zneimer and seconded by Councilmember**



**Cacciotti to approve Item No. 13 of the consent calendar. The motion carried 5-0, by the following vote:**

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

**14. CONSIDERATION OF APPROVAL OF A FIVE-YEAR AGREEMENT WITH QUESTICA FOR BUDGET SOFTWARE SERVICES, WITH A FIRST-YEAR AMOUNT OF \$24,625 AND A TOTAL NOT-TO-EXCEED \$112,875**

Recommendation

It is recommended that the City Council:

1. Approve a five-year agreement with Questica for Budget Software in the amount of \$24,625 for the first year and a not to exceed \$112,875 over the term and authorize the City Manager to execute the agreement; and
2. Appropriate \$12,312 from the General Fund and \$12,313 from the Water Fund to support the implementation and first year annual licensing for the Questica Budget software for a total of \$24,625.

Mayor Pro Tem Zneimer pulled the item for separate discussion.

Finance Director John Downs gave a presentation.

**COUNCIL MOTION AND ACTION:**

**Mayor Pro Tem Zneimer requested to pull item no. 14 for separate discussion. A motion was made by Mayor Pro Tem Zneimer and seconded by Councilmember Braun to approve Item No. 14 of the consent calendar. The motion carried 5-0, by the following vote:**

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

**15. CONSIDERATION OF THE APPROVAL OF CITY COUNCIL MEETING MINUTES FOR AUGUST 29, 2023 AND SEPTEMBER 6, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting of September 6, 2023, Special Meetings of August 29, 2023 and September 6, 2023, Special Joint Meeting of September 6, 2023, and Special Housing Authority Meeting of September 6, 2023.

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

**PUBLIC HEARING**

**16. CONCURRENT CONTINUED HEARINGS – CONSIDERATION OF ADOPTION OF A RESOLUTION CERTIFYING THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT, ADOPTION OF A RESOLUTION ADOPTING A NEW GENERAL PLAN, NEW DOWNTOWN SPECIFIC PLAN, AND RESCISSION OF MISSION STREET SPECIFIC PLAN. INTRODUCTION AND FIRST READING OF AN ORDINANCE TO AMEND THE SOUTH PASADENA MUNICIPAL CODE CHAPTER 36 (ZONING CODE) AND ZONING MAP PERTAINING TO REZONING THE EXISTING FOCUS AREA OVERLAY DISTRICT TO MIXED-USE OVERLAY DISTRICT AND INCREASE DENSITY IN CERTAIN RESIDENTIAL ZONING DISTRICTS IN COMPLIANCE WITH THE NEW GENERAL PLAN AND THE 2021-2029 HOUSING ELEMENT. INTRODUCTION AND FIRST READING OF ORDINANCES TO AMEND THE ZONING CODE PERTAINING TO 120-DAY IMPLEMENTATION PROGRAMS IN THE 2021-2029 HOUSING ELEMENT (PROJECT)**

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA CERTIFYING THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT, ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE GENERAL PLAN UPDATE, DOWNTOWN SPECIFIC PLAN, AND HOUSING ELEMENT IMPLEMENTATION PROJECT

**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING THE 2023 GENERAL PLAN AND THE DOWNTOWN SPECIFIC PLAN AS SHOWN IN EXHIBIT A, EXHIBIT B, EXHIBIT C, AND EXHIBIT D, AND RESCIND THE MISSION STREET SPECIFIC PLAN.

**ORDINANCE**

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

**ORDINANCE**

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 INCREASING DENSITY IN THE RESIDENTIAL ZONING DISTRICTS, AND AMENDING THE ZONING MAP IN COMPLIANCE WITH THE UPDATED GENERAL PLAN AND THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT

**ORDINANCE**

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)

**ORDINANCE**

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

**ORDINANCE**

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

Recommendation

It is recommended that the City Council hold and conclude the continued hearings and consider the approval of the resolutions and introduce first reading of ordinances as follows:

- 1. Adopt a Resolution to certify and adopt the Program Environmental Impact Report (PEIR) prepared for the Project, make required findings, adopt Mitigation Monitoring and Reporting Program (MMRP), and adopt a Statement of Overriding Considerations;
- 2. Adopt a Resolution to adopt the General Plan and the Downtown Specific Plan (DTSP), inclusive of Planning Commission direction and errata revisions to both the General Plan and DTSP;
- 3. Introduce first reading of an Ordinance to rescind the Mission Street Specific Plan (MSSP) upon the effective date of the DTSP;
- 4. Introduce first reading of an Ordinance to amend the South Pasadena Municipal Code (SPMC) pertaining to rezoning of properties consistent with the new General Plan and the 2021-2029 (6th Cycle) Housing Element which will do the following:

- a. Add Section 36.230.050 (Mixed-Use Overlay Development Standards) for the newly established Mixed-Use Overlay District;
- b. Amend Section 36.250.340 (Focus Area Overlay District), to eliminate the Focus Area Overlay District and replace it with the newly established Mixed-Use Overlay District;
- c. Increase density in the RM (Residential Medium Density), RH (Residential High Density), and Mixed-Use Overlay District in compliance with the Housing Element Programs;
- d. Amend other Code Sections relating to ancillary changes to the SPMC regarding reference to the new DTSP, adoption of the new Zoning Map, and minor changes to the residential and commercial zoning district standards in relation to the rezoning; and,
- e. Amend the Zoning Map to eliminate the Focus Area Overlay District and the MSSP boundary, and replace them with the Mixed-Use Overlay District and the DTSP boundary, respectively.

- 5. Introduce first reading of an Ordinance to amend the South Pasadena Municipal Code Division 36.370 (Affordable Housing Incentives) to revise regulations to conform to State Density Bonus law (California Government Code Section 65915);

6. Introduce first reading of an Ordinance to amend the South Pasadena Municipal Code Division 36.220 (Residential Zoning Districts), Division 36.350 (Standards for Specific Land Uses), and Division 36.700 (Definitions / Glossary), relating to Employee Housing; and,
7. Introduce first reading of an Ordinance to amend the South Pasadena Municipal Code Division 36.375 (Inclusionary Housing Requirements) relating to inclusionary housing requirements.

Planning Manager Matt Chang introduced Community Development Department staff: Director Frausto-Lupo, Deputy Director Alison Becker, Senior Planner Dean Flores and consultants Julian Niery and Kaiser Rangwala.

Planning Manager Chang presented on the item.

Senior Planner Dean Flores presented on the item.

**City Attorney Roxanne Diaz joined the meeting.**

Mayor Primuth opened the public hearing at 9:31 P.M.

In Person Comments:

Ed Elsner spoke regarding the data presented by the consultant.

Clarise Knapp spoke regarding the data presented by staff.

Mayor Primuth closed the public hearing at 9:37 P.M.

**Break at 9:50 PM**

**Returned at 10:07 PM**

**COUNCIL MOTION AND ACTION:**

**A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to adopt a resolution to certify and adopt the Program Environmental Impact Report prepared for the project, make required findings, adopt a mitigation monitoring reporting program, and adopt a statement of overriding consideration. The motion carried 4-1, by the following vote:**

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

**ABSTAINED:** None.

**Resolution No. 7832 was adopted.**

**A motion was made by Councilmember Braun and seconded by Mayor Primuth to adopt a resolution to adopt the General Plan and Downtown Specific Plan inclusive of Rada as identified in the staff report with the exclusion of Table B3.2 and with provisions to remove any references to increased densities in the RM and RH designations. The motion carried 4-1, by the following vote:**

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

**Resolution No. 7833 was adopted.**

**A motion was made by Mayor Pro Tem Zneimer and seconded by Councilmember Braun to direct staff to work with HCD regarding revision to table 6-51, the commitment of density increases in the medium and high density residential zones, and amendments to the Housing Element as appropriate. The City Attorney's is directed to reach out to Californian's for Homeownership with regards the changes tonight. The motion carried 5-0, by the following vote:**

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

**A motion was made by Mayor Primuth and seconded by Mayor Pro Tem Zneimer to introduce an ordinance rescinding the Mission Street Specific Plan. The motion carried 5-0, by the following vote:**

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

**A motion was made by Councilmember Cacciotti and seconded by Councilmember Donovan to introduce an ordinance amending Chapter 26 of the South Pasadena Municipal Code related to rezoning an existing focus area zoning to the mixed use overlay zone and making other ancillary changes and amending the zoning map excluding the proposed increases in the RM and RH designations. Section 36.220.020 C and D, and Section 36.220.040 Table 2-3 and authorization for staff to make any other conforming changes and amending the zoning map but**

not in respect to the RM RH densities. The motion carried 5-0, by the following vote:

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

A motion was made by Mayor Primuth and seconded by Councilmember Braun to introduce an Ordinance Amending Division 36.370 of the City’s Municipal Code Related to Affordable Housing Incentives to Revise the Regulations to Conform to the State Density Bonus Law; an Ordinance to Amend Divisions 36.220, 36.350 and 36.700 of the City’s Municipal Code Related to Employee Housing; and an Ordinance to Amend Division 36.375 of the City’s Municipal Code Related to Inclusionary Housing Requirements and waive full reading.

The motion carried 5-0, by the following vote:

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

A motion was made by Mayor Primuth and seconded by Councilmember Donovan to waive the full reading of all the ordinances previously introduced for first reading. The motion carried 5-0, by the following vote:

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

**INFORMATIONAL REPORT**

**17. REVIEW AND DISCUSSION OF AN INFORMATIONAL REPORT ON SENATE BILL 329 AND SURVEY RELATED TO COUNCILMEMBER SALARIES**

Recommendation

It is recommended that the City Council discuss the informational report on councilmember salaries in light of Senate Bill 329 (SB 329) and receive and file the report and survey.

Management Analyst Mary Jerejian introduced Management Intern Sophia Conchas to present the item.

**Councilmember Cacciotti motioned to agendize this item for consideration**

following January 1, 2024.

**18. PUBLIC SAFETY ANNUAL REPORTS**

Fire Chief Riddle presented the Fire Annual Report.

**Councilmember Cacciotti stated as we do this assessment and evolve into a 21<sup>st</sup> Century Fire Department that we look at this for efficiencies and efforts to save money while keeping the same outstanding service.**

**Councilmember Donovan thanked the Fire Department for their recent help at his home and appreciated they not only help with fire but educated us on how to clean up.**

Police Chief Solinsky presented the Police Dept Annual Report.

**Councilmember Braun directed staff to provide a report on the electrification project and the plan for the replacement of the fleet.**

**PUBLIC COMMENT – CONTINUED**

**19. CONTINUED PUBLIC COMMENT – GENERAL**

None.

**COMMUNICATIONS**

**20. COUNCILMEMBER COMMUNICATIONS**

Councilmember Donovan had no comments.

Councilmember Braun had no comments.

Mayor Pro Tem Zneimer had no comments.

Mayor Primuth had no comments.

**Councilmember Cacciotti gave a presentation on his recently attended events and meetings. He went on to highlight the negative effects of volatile organic compounds (VOCs) and particulate matter’s effects our kids, families, people that have compromised immune systems or breathing issues. He announced upcoming launch of the tesla police vehicles, which the public can expect to see in the next coming days or weeks. He highlighted his attendance at a local**



farmers market and a recent event held by Congresswoman Judy Chu. He highlighted Wells Fargo's adherence to the Gas-Powered Lear Blower Ban. Lastly, he highlighted his travels to Denmark with AQMD to investigate the most advance Marine Ports in the world with the hopes that we can implement their features here.

**21. CITY MANAGER COMMUNICATIONS**

Assistant to the City Manager Tamara Binns announced the revisiting of the Strategic Plan for public input.

**ADJOURNMENT**

There being no further matters, Mayor Primuth adjourned the Special Meeting of the City Council at 11:45 P.M. The City Council reconvened into closed session.

Respectfully submitted:

\_\_\_\_\_  
Mark Perez  
Deputy City Clerk

APPROVED:

\_\_\_\_\_  
Jon Primuth  
Mayor

ATTEST:

\_\_\_\_\_  
Mark Perez  
Deputy City Clerk

*Approved at City Council Meeting:*

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# **ATTACHMENT**

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 CROSSTOWN ELECTRICAL AND DATA, INC. IN THE AMOUNT OF \$27,368.57**

Recommendation

It is recommended that the City Council consider:

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

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 (6<sup>TH</sup> 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 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:*

DRAFT





# City Council Agenda Report

ITEM NO. 16

**DATE:** November 15, 2023

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

**PREPARED BY:** H. Ted Gerber

**SUBJECT:** Consider Award of a Contract to Rexel Energy Solutions, ChargePoint Partner, in the Amount of \$30,000 for the Purchase of Electric Vehicle Supply Equipment and Related Services for the City Storage Yard Electric Vehicle Charger Installation Utilizing the Sourcewell Cooperative Purchasing Program, and Approval of a SCE Charge Ready Transport Program Participation Agreement with Southern California Edison

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## Recommendation

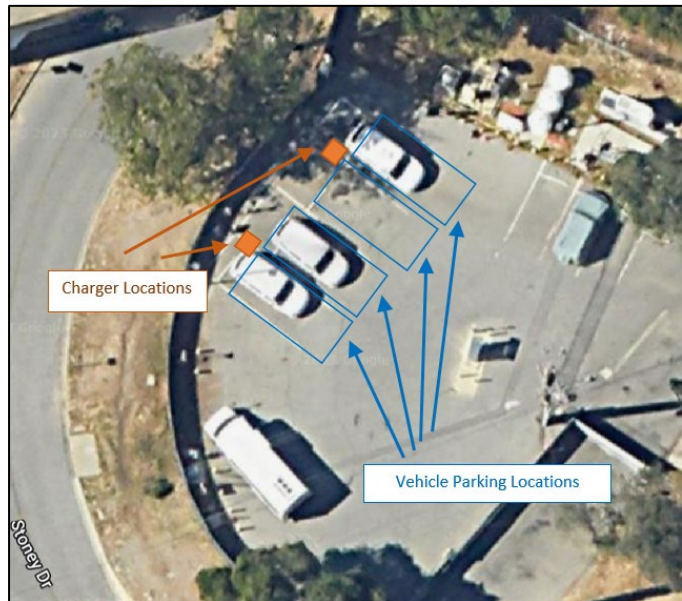
It is recommended that the City Council:

1. Award a contract and associated purchase order and quotation to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price for the purchase of Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically two (2) ChargePoint CP6021B-80A-L7 Level 2 electric vehicle chargers and supporting services for \$30,000 which includes a \$24,081 purchase price and a \$5,919 contingency; and approve the use of the Sourcewell cooperative purchasing program for the procurement pursuant to Municipal Code Section 2.99-29(19) and the City's Purchasing Policy; and
2. Re-appropriate \$30,000 from the General Fund into Fiscal Year (FY) 2023-2024 Capital Improvement Program (CIP) Account No. 400-9000-9189-9189-000, having previously appropriated \$50,000 from the General Fund into the FY 2022-2023 CIP Account No. 101-9000-9189-9189-000 to facilitate electric vehicle charger installation efforts; and
3. Approve the Program Participation Agreement with Southern California Edison (SCE) to participate in the SCE Charge Ready Transport Program.

## Executive Summary

At the May 3, 2023 City Council Meeting, City staff proposed the installation of electric vehicle charger stations through the SCE Charge Ready Program in the Arroyo Park parking lot south of Burke, Clarich, and Nelson Baseball Fields. The Council decided to not proceed with the charger installation, largely due to the lack of protection of the devices in the open space. The Council recommended that City staff reconsider the approach of the project. City staff is now proposing the installation of two (2) electric

vehicle chargers at the secure City Storage Yard, also referred to as the Compressed Natural Gas (CNG) Station, exclusively for the purpose of charging City electric vehicles, including utility trucks, buses/vans, and other vehicles. If the Council decides to move forward with this opportunity, the SCE Charge Ready program requires the City to enter into a 10-year agreement, where the City procures, installs, and maintains the chargers, while SCE funds and installs the electrical infrastructure (transformers, service wiring/conduits, panels and wiring, and meters) along with Americans with Disabilities Act (ADA) improvements to support the chargers. The agreement also requires that the City purchase five (5) medium-to-heavy duty electric vehicles over the next ten years, of which several vehicles are already budgeted by the City for purchase this year. The infrastructure would be owned and maintained by SCE, and the City would grant SCE an easement through the yard area. In order to meet SCE's minimum cost-benefit of electrical support infrastructure, the City's commitment to install two (2) chargers and purchase five (5) electric vehicles (over ten years) is required. The chargers must be powered from SCE's electrical system (not solar or battery) and must be selected from SCE's approved product list. The SCE agreement (Attachment 1) includes certain indemnification, liability, early termination costs, demand response, data collection/reporting, and network service provider requirements. The accepted conceptual installation plan for the City Storage Yard is included as Attachment 3.



*Location of proposed Level 2 chargers, in the City Storage Yard / CNG Station near Stoney Drive & Lohman Lane*

The total purchase price for the EVSE and related services for the City Storage Yard is \$24,081, including estimated tax and shipping, but not including applicable SCE ChargeReady rebates in the amount of \$3,400 intended to offset the maintenance, networking, and warranty costs associated with owning and operating Level 2 charging equipment, that will applied after installation. The proposed EVSE includes two (2) ChargePoint CP6021B-80A electric vehicle dual output chargers and two (2) bollard concrete mounting kits. The EVSE are bollard mounted with installed gateways, 208/240 Volt at 80 Amperes with 23-foot cords per port.

The related services include an initial one-year Commercial Cloud management plan, initial one-year Assure warranty and technical support plan, and activation, configuration, and validation charges. The quotation and purchase order is included as Attachment 2.

## **Background**

The Climate Action Plan identifies electric vehicle conversion initiatives as 'high cost' goals due to the significant infrastructure investments required. Therefore, in 2021, City staff began pursuing project and funding opportunities to implement electrification infrastructure at various locations in the City. In this effort, City staff worked with Southern California Edison (SCE) to identify assistance programs to implement electrical infrastructure at relatively low cost and substantial benefit to the City. The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and \$436 million in funding, comprised of approximately \$417.5 million for charging infrastructure, \$14.5 million for marketing, education, and outreach, and \$4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. The Charge Ready program supports both local air-quality requirements and California greenhouse gas (GHG) reduction goals, including a 40% reduction of GHG emissions from 1990 levels by 2030 and an 80% reduction by 2050. The program provides financial and technical assistance to expand the charging infrastructure available for electric vehicles, where SCE non-residential customers apply for EV charger installation assistance for specific sites with SCE accounts. SCE is generally responsible for designing and installing the supporting infrastructure (transformers, service wiring/conduits, and meters), and participants are generally responsible for the selection, purchase, and installation of the charging equipment.

For the City Storage Yard installations, the City has selected a 'Make-Ready SCE-Built' program option where SCE, at their cost, installs the customer-side equipment including charger electrical panels, conduits, and wires, in lieu of the City procuring its own contractor to install equipment. At present, the program does not support the installation of DC Fast Charging (DCFC) or Level 3 chargers, and only Level 2 chargers are being considered.

## **Analysis**

SCE has prepared a participation agreement for the City to review (Attachment 1). If approved, the City must procure the necessary chargers and two of the vehicles and provide proof of procurement to SCE. SCE will then develop the preliminary design and site plans for the project, which the City must accept – then permitting, design, and construction may begin. To participate, the City must grant SCE an easement and install the charging equipment. Once the systems are installed as proposed, the City would then request applicable incentive rebates offered by SCE. From agreement execution, the process is expected to take about 12 months.

The most significant cost benefit available to the City is the funding and installation of the necessary transformers, electrical panels, meters, and service wiring/conduits for Level 2 charging infrastructure by Southern California Edison, if the City agrees to operate and maintain the system for ten (10) years, with monthly monitoring, and purchase five (5) medium-to-heavy duty vehicles over the ten (10) years. The value of this SCE-funded design and construction work is estimated around \$50,000. The City is responsible for installing the chargers and charger pedestals. This initial investment is priced at approximately \$30,000, which is within the \$50,000 that has been appropriated from the General Fund by the City Council in the adoption of the annual Fiscal Year (FY) 2023-2024 Capital Improvement Program (CIP) budget. Each charger port would require network services for monitoring purposes which is included in this cost. SCE offers a rebate program for these chargers at \$1,700 per charger, which would reduce the total cost by \$3,400 for the initial purchase and installation.

**City Storage Yard EV Charger Installation Costs**

	City Costs	Estimated SCE Contribution
City Budgeted CIP	\$ 50,000	
Contract Value	\$ 30,000	\$ 50,000
SCE Provided Rebate	\$ (3,400)	
<b>Total</b>	<b>\$ 26,600</b>	<b>\$ 50,000</b>
<b>Estimated Cost of \$76,600</b>		

**Charger Selection**

In accordance with the proposed SCE Charge Ready Transport Program Participation Agreement, the City must select qualifying charging equipment from SCE’s Charge Ready Transport Program Approved Product List (APL). The APL includes equipment that meets SCE’s technical requirements to operate within the specifications of SCE installed equipment and the Charge Ready Program monitoring protocols. The APL includes over 170 EVSE models, and therefore, in partnership with SCE staff’s technical advisement and the City’s electrification consultant, the City established evaluation criteria to select the appropriate equipment. In addition to the APL listing, the City desires manufacturer and model consistency across its other installation sites, meaning the system should include similar equipment to the Police, Fire, and City/Public lot locations. The devices must be equipped with a gateway modem for interconnectivity, for which an integrated gateway device is preferred, and meet the electrical specifications identified in the accepted



*Example ChargePoint dual port EV charger shown with conceptual City branding*

conceptual installation plans (Attachment 3). The evaluation also considered other factors associated with the installation, including the use and functionality in the planned locations, such as ruggedness, cable management, energy management, and operating temperature, as well as factors affecting operation and maintenance, such as the manufacturer's established performance and customer support. The primary factor in the selection of the Storage Yard charging devices was maintaining consistency of equipment manufacturer and support services across City EV charger installations. The proposed ChargePoint CP6021B-80A dual port EVSE meet the required criteria for the project. An added benefit of the proposed devices is the ability to customize the device with City specific branding on the top of the bollard pedestal, and upload City video content, such as employee announcements, to the digital video screen (see image above).

#### City's Procurement Process

In accordance with the City's Purchasing Policy, procurement of the EVSE and related services is in the 'Goods and/or General Services' purchase category. In this category, at a value of \$30,000, sealed bidding is required and City Council is the awarding authority. Notwithstanding, along with other cities and agencies across the country, the City utilizes a cooperative purchasing organization for public sector procurement, Sourcewell. Cooperative purchasing provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. Sourcewell facilitates the procurement of goods and services in an open, fair, transparent, and economically competitive environment. South Pasadena Municipal Code Section 2.99-29(19) and the City's Purchasing Policy (Attachment 4) 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.

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

ChargePoint sells its manufactured equipment and services through participating vendors, like Rexel Energy Solutions, utilizing the Sourcewell contracted pricing (Sourcewell & ChargePoint Contract #042221-CPI). In accordance with South Pasadena Municipal Code Section 2.99-29(19) and the City's Purchasing Policy, staff is recommending that the City Council approve an award to Rexel Energy Solutions, ChargePoint partner, in the amount of \$30,000 for City Storage Yard project, respectively, which provides up to 23% savings from manufacturer's suggested retail pricing (MSRP) for this equipment and services.

### **Fiscal Impact**

Previously, a budget of \$50,000 had been appropriated from the General Fund by the City Council in the annual FY 2022-2023 Capital Improvement Program (CIP) budget into CIP Account No. 101-9000-9189-9189-000 to facilitate electric vehicle charger installation efforts. For this revised project, staff is recommending the \$30,000 for this purchase of EVSE be appropriated from the General Fund into the corresponding FY 23-24 CIP Project Account No. 400-9000-9189-9189-000. The account will be renamed from "Arroyo Park EV Charging System" to "City Storage Yard Charging System." The \$30,000 procurement of the EVSE and related services includes a \$24,081 purchase price and a \$5,919 contingency. In addition, in accordance with the executed SCE Charge Ready Transport Program Participation Agreement, the City will receive a \$3,400 rebate after installation of the EVSE (\$1,700 per charger for 2 chargers). The rebate is intended to offset the maintenance, networking, and warranty costs associated with owning and operating Level 2 charging equipment.

### **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 was discussed with the Natural Resources and Environmental Commission during a regular commission meeting on October 24, 2023.

### **Environmental Analysis**

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

### **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. SCE Charge Ready Transport Program Participation Agreement
2. ChargePoint / Rexel Energy Solutions Quotation and Purchase Order
3. Accepted Charge Ready Transport Charging Infrastructure Conceptual Plan
4. Municipal Code Section 2.99-29(19) and Section of the City's Purchasing Policy

**ATTACHMENT 1**

Proposed SCE Charge Ready Transport Program  
Participation Agreement

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## CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT

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

All Program Participants are eligible for no-cost installation of the utility-side and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

- (1) Program Participant is installing Charging Equipment listed on the Approved Product List (APL) to service transit or school buses; or
- (2) Program Participant is installing Charging Equipment listed on the APL at a project site that is located in a designated Disadvantaged Community (DAC) and the Program Participant is NOT listed on the Fortune 1000 list.

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

### APPROVED CHARGING EQUIPMENT

Total Number of Approved Charging Equipment:

The commitment to procure and install the approved Electric Vehicle Supply Equipment (EVSE) applies whether or not the Program Participant is eligible for the Charging Equipment Rebate, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the approved EVSE Count set forth in this Agreement. Failure to procure and install the agreed upon EVSE Count will constitute a breach of this Agreement, which may result in termination by SCE, at SCE's discretion, and a requirement for the Program Participant to reimburse SCE for certain costs (see Section 10 of Agreement).

1.

Approved EVSE Count:

EVSE Count	Power Output Level
2	0 - 19.2 kW

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets will determine the EVSE count and power output level.

**Charging Equipment Rebate Amount (if applicable):**

If Program Participant is eligible for the Charging Equipment Rebate, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate Charging Equipment Rebate.

The following table provides the current charging equipment rebate amount categorized by power output level. These values will be used when calculating incentives for rebate eligible participants.

2.	Power Output Rebate Category	Eligible Rebate Amount*
	0 kW - 19.2 kW	50% of the cost of EVSE, up to \$1,700
	19.3 kW - 49.9 kW	50% of the cost of EVSE, up to \$6,800
	50 kW - 149.9 kW	50% of the cost of EVSE, up to \$20,100
	150+ kW	50% of the cost of EVSE, up to \$37,000
*Rebate only covers hardware cost--no other costs such as installation or networking		

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets will determine the EVSE count and power output rebate category. SCE will include the total cost of the power cabinet and dispensers in rebate calculation.

## APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site: **Chargers located in the western parking spaces on the lot.**
4. Conceptual Design of the Charge Ready Transport deployment on Program Participant's Site: **Attached**

## MAKE-READY INFRASTRUCTURE WORK

5. The Make-Ready infrastructure:
- self-installed customer-side make-ready
  - SCE-installed make-ready

## APPROVED VEHICLE ACQUISITION PLAN

The Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan as described below. The Plan may only be modified with consent of SCE, in SCE’s sole discretion. For Transport Refrigeration Units (TRUs), the Vehicle Acquisition Plan is a commitment that the stated number of unique TRUs will use the infrastructure within the estimated delivery date. These TRUs may be owned/leased by the customer or owned/leased by others using the site. For Truck Stop Electrification (TSE), the Vehicle Acquisition Plan is a commitment that the stated number of unique vehicles will use the infrastructure within the estimated delivery date. These vehicles may be owned/leased by the customer or owned/leased by others using the site.

### Vehicle Acquisition Plan:

Delivery Date	Vehicle Class	Vehicle Count
December 2027	Medium duty on-road vehicle	1
September 2024	Medium duty on-road vehicle	2
December 2029	Medium duty on-road vehicle	1
December 2026	Medium duty on-road vehicle	1

## PROGRAM PARTICIPATION TERMS AND CONDITIONS

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

6. Definitions: Any capitalized terms used in this Agreement not otherwise defined herein shall have the meaning set forth in the Program Handbook, which is incorporated into this Agreement by reference.

**AHJ – Authority Having Jurisdiction:**

The responsible government entity having geographically-based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

**Approved Product List:**

The list of Charging Equipment qualified by SCE and meeting SCE’s technical requirements. Program Participant must select Charging Equipment from the Approved Product List in order to receive a Charging Equipment Rebate (if available).

**CalEnviroScreen:**

The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. For more information, please visit <https://oehha.ca.gov/calenviroscreen>.

**Charge Ready Portal:**

The website where Program Participants can apply for the Program, check application status, and upload most required documents (<https://chargereadytransport.sce.com>).

**Charging Equipment:**

Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found through the Program’s web portal (<https://chargereadytransport.sce.com>).

**Charging Equipment Supplier:**

The entity from which the Charging Equipment is purchased.

**Charging Equipment Rebate:**

Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

**Charging Station:**

An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports the unit is equipped with.

**Commitment Period:**

The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

**Conceptual Design:**

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.

**California Public Utilities Commission (CPUC):**

The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

**CPUC's Transportation Electrification Safety Requirements Checklist:**

The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: [www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882](http://www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882).

**Customer-Side of the Meter Infrastructure:**

See "Make-Ready Infrastructure".

**Disadvantaged Communities (DACs):**

Census tracts in SCE's service territory with a top quartile score according to the latest version of California Environmental Protection Agency's CalEnviroScreen tool.

**Electric Vehicle Infrastructure Training Program (EVITP) Certification:**

The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>.

**Electric Vehicle Supply Equipment (EVSE):**

For most sites, the EVSE consists of a charging station. For modular DC systems, the EVSE consists of a power cabinet and dispensers.

**Eligible TOU Rates:**

All SCE TOU rate plans, which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information, please visit <https://www.sce.com/business/rates/time-of-use>", or <https://www.sce.com/business/rates/electric-car-business-rates>.



**Final Design:**

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

**Final Invoice:**

Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase of Charging Equipment.

**Grant of Easement:**

A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

**In-Service Date:**

The date in which a Charging Equipment is installed and operational.

**Infrastructure:**

The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., “make-ready”) that SCE will design, purchase, construct, and install at no cost to the Program Participant pursuant to this Agreement. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the make-ready infrastructure, if the Program Participant elects the self-installed customer-side make-ready option.

**Make-Ready Infrastructure:**

Infrastructure located on both the utility side and customer side of the meter is also referred to as the make-ready infrastructure. The utility-side make-ready infrastructure includes all infrastructure work from SCE’s distribution system to a new circuit panel that will be installed to support EV charging. SCE will ALWAYS be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter. The customer-side make-ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant’s Charging Equipment.

**Make-Ready Rebate:**

The rebate intended to offset a portion of the Participant’s costs if Participant elects to perform the customer-side make-ready infrastructure work, following the completed installation of the make-ready infrastructure and submission of required documentation.

**Network Service Provider:**

The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Handbook.

**Preliminary Design:**

The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.

**Program:**

Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

**Program Handbook:**

The Charge Ready Transport Program Handbook is a document that provides a description of the Program offering, Program Participant obligations and related activities. The Program Handbook is incorporated into this Agreement by reference, and the Program Participant and SCE are required to follow the [current Program Handbook](#), as such document may be amended or supplemented from time to time.

**Program Participant:**

The SCE non-residential customer that enters into this Agreement.

**Property Owner/Site Owner:**

Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

**Rebate Payment:**

The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment or meets the requirements of the Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion. The Rebate Payment may include the Charging Equipment Rebate, the Make-Ready Rebate, or both as applicable.

**Reservation Approved Date:**

Date on which the Agreement is executed by SCE, which will be after the Program Participant executes the Agreement. The Reservation Approved Date is set forth in Section 24 hereof.

**Site:**

The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.

**Utility-side Infrastructure:**

See "Make-Ready Infrastructure".

## 7. Eligibility:

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

- a. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Stations, the models and their charging level cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- b. Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan.
- c. Program Participant is a non-residential SCE customer with at least one active service account with SCE.
- d. The Site is located in SCE's service territory.
- e. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.
- f. Program Participant will comply with all Program requirements outlined in the Program Handbook.

## 8. Program Participant Obligations and Representations and Warranties:

- a. Agrees that any Charging Equipment installed will either be listed on SCE's Approved Product List or, if not listed, meets SCE's requirements as outlined in the Program Handbook. Program Participant will ensure that ALL Charging Equipment selected for installation under this Program, and during the commitment period, is first approved by SCE.
- b. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for not less than ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").
- c. Agrees that if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Program Participant.

- d. Agrees to adhere to its Electric Vehicle (EV) Acquisition Plan. The Plan included in this Agreement may only be modified with consent of SCE, in SCE's sole discretion. Program Participant understands and agrees that it is responsible to pay a pro rata share of SCE's costs of the Infrastructure constructed to accommodate the EV Acquisition Plan, and, if applicable, to pay back a pro rata share of the Charging Equipment Rebate and Make-Ready Rebate paid by SCE to Program Participant or its designated assignee, if applicable, to the extent that Program Participant does not acquire all of the EVs set forth in the EV Acquisition Plan.
- e. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage data supporting on-road vehicles for not less than five (5) years from the In-Service Date of the Charging Equipment.
- f. Agree to obtain the consent of its qualified Network Service Provider to provide SCE, or SCE's designated agent or vendor, with access to certain information required by the CPUC, including, but not limited to, the duration of each charge, rate, cost, and load.
- g. Agrees that SCE, or SCE's designated agent or vendor, may collect or receive this data directly from the Program Participant's contracted EV Network Service Provider.
- h. Authorizes SCE to act on Program Participant's behalf to share Program Participant's billing records, billing history and all meter usage data used for bill calculation for all meters participating in the Charge Ready Transport program with third-party program evaluators. This authorization expires five (5) years from the date Program Participant turns on service for the EVSE installed as part of Charge Ready Transport.
- i. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- j. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement, including, but not limited to, failing to follow the EV Acquisition Plan or failing to construct and install the customer-side make-ready infrastructure, if Program Participant elects the self-install option.
- k. Agrees to comply with all requirements, including providing the required documentation in the established timelines, set forth in the Charge Ready Transport Program Handbook.
- l. Represents and warrants, to the best of Program Participant's knowledge after reasonable investigation, that the Site is free of hazardous contamination, other safety hazards, and other environmental or physical conditions impacting the ability to perform work on or at the Site.
- m. Represents and warrants that in the event that Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the Charging Equipment Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment, SCE shall decrease the Charging Equipment Rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the cost of the Charging Equipment.
- n. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SCE to process any Rebate Payment. If the Program Participant does not qualify to receive any rebates under this program, these forms will not be required.



- o. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- p. Agrees to ensure state-licensed and insured general contractors and installers of any self-installed customer-side make-ready infrastructure are IBEW-signatory and EVITP certified.
- q. Represents and warrants that it has, or will, contract with a licensed Charging Equipment installer that meets all requirements of the Program.
- r. Agrees to participate in Customer Satisfaction Surveys following completion of the Project, upon request of SCE.
- s. Agrees to ensure information of newly installed and accessible to the general public Charging Equipment are registered with the US Department of Energy's Alternative Fuel Data Center (<https://afdc.energy.gov/stations/#/analyze>) and only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- t. Agrees to comply with all requirements included in the CPUC's Transportation Electrification Safety Requirements Checklist for customer-side make-ready infrastructure work.
- u. Agrees to report any charging equipment that is publicly-accessible to the US Department of Energy's EV Charging Station Locations mapping tool, accessible at: [https://www.afdc.energy.gov/fuels/electricity\\_locations.html#/find/nearest?fuel=ELEC](https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC).

## 9. SCE Obligations:

- a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement, except as otherwise specifically set forth herein. Notwithstanding the foregoing, SCE is not responsible for any costs to remedy any environmental or safety conditions at the Site. To that end, before commencing any work, SCE may require the Program Participant to fully complete, to the best of its ability, an SCE questionnaire regarding the relevant condition and history of the Site; and SCE and/or its contractors shall have the right to visually inspect all of the Site. Based on the questionnaire and Site visual inspection and any other available information, SCE, in its reasonable discretion: (i) may decline to proceed with any further work at the Site; or (ii) may decline to proceed with any further work at the Site except with Program Participant's agreement to additional reasonable environmental and other review and investigation of the Site, at Program Participant's expense, and reasonable remediation or mitigation of any such identified environmental or safety conditions, at Program Participant's expense. If SCE at any time discovers any such environmental or safety conditions during the performance of work at the Site, then SCE in its reasonable discretion may decline to proceed with any further work at the Site, unless and until such conditions are remediated to SCE's reasonable satisfaction, at Program Participant's expense.
- b. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, as set forth in the Final Invoice and consistent with the Program Participant's contract with the Charging Equipment Supplier(s).
- c. SCE will pay the Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement and the Customer-Side Make-Ready Infrastructure Installation Addendum.

## 10. Term and Termination:

- a. **Term:** The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement (“Term”).
- b. **Termination by SCE:** SCE, in its sole discretion, may terminate this Agreement, if (1) the Program Participant fails to comply with any terms and conditions of this Agreement, including the Program Handbook, and does not cure such default within five (5) business days after receiving notice, or (2) SCE determines, in its sole discretion, that the costs of designing and installing the Infrastructure will exceed the maximum allowable costs for such Infrastructure pursuant to the CPUC’s guidance (3) if any hazardous environmental conditions, safety, and/or security concerns exist. In the event of a safety or security concern, SCE may cease work under the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE’s sole discretion, to cure such safety or security violation(s).
- c. **Termination Costs:** If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program for any reason, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement pursuant to Section 5.b.1 (Termination by SCE; Program Participant’s Failure to Comply) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In Service Date of the Charging Equipment. SCE will invoice the Program Participant for such-costs, and Program Participant shall pay such invoice within 60 days of receipt.

## 11. Indemnification and Liability; No Representations or Warranties:

- a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, hold harmless and release SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys’ fees (a “Claim”), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant’s negligence, strict liability, or otherwise, in connection with the performance of this Agreement, (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant’s performance or nonperformance under this this Agreement; or (d) from any harm or cost, known or unknown, associated with any hazardous materials, conditions, or site contamination, including, but not limited to, harm to SCE personnel, third parties, or customer applicant’s employees, contractors, agents, and assigns. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties’ defense costs through separate counsel of the Indemnified Parties’ choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

## 12. Miscellaneous:

- a. Applicability of Tariffs and Program Handbook and Precedence. This Agreement incorporates, by reference, the Program Handbook and any applicable SCE Tariff, including but not limited to SCE's Tariff Schedule CRTP. No provision of this Agreement is intended to contradict or supersede any applicable SCE Tariff, or applicable laws, each of which shall control in the event of an apparent contradiction with this Agreement, except that the applicant payment responsibilities set forth in Rules 15 and 16 (Distribution Line and Service Extensions) do not apply to the Program. Other applicable provisions of Rules 15 and 16 are not waived.
- b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- c. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- d. This Agreement is subject to the jurisdiction of the California Public Utilities Commission (CPUC). This Agreement shall, at all times, be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- e. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. The payee must submit a completed W-9 for tax purposes. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.



This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

## AGREEMENT BY PROGRAM PARTICIPANT

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

13.	Does your organization own the property on which the site is located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14.	Name of Property Owner Representative authorized to sign this Agreement (only required if your organization is not the property owner):
15.	Email address of Property Owner Representative authorized to sign this Agreement (only required if your organization is not the property owner):
16.	Are you the individual authorized to sign the Agreement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	Authorized signer's email address:
18.	Name of Program Participant Representative: <del>Israel Suarez</del> H. Ted Gerber
19.	Title of Program Participant Representative: <del>Management Analyst</del> Public Works Director
20.	<input type="checkbox"/> I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.
21.	Date:

## AGREEMENT BY PROPERTY OWNER

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

22.	Name of Property Owner Representative:
23.	Title of Property Owner Representative:
24.	<input type="checkbox"/> I certify that I have authority to sign this Agreement on behalf of the Property Owner.
25.	Date:

## APPROVAL BY SCE AND RESERVATION OF FUNDS

26. Name of SCE Representative:

27. Title of SCE Representative:

28.  I certify that I have authority to sign this Agreement on behalf of SCE.

29. Reservation Approved Date:

# SYMBOL LEGEND:


- BO EXISTING BOLLARD
- ▬ EXISTING WHEELSTOP
- EXISTING SIGN
- ⊛LP EXISTING LIGHT POLE
- PB EXISTING PULL BOX
- ⊙PP EXISTING POWER POLE
- Ⓜ EXISTING MANHOLE
- SEB PROPOSED SERVICE EQUIPMENT BOLLARD
- ▬ PROPOSED WHEELSTOP
- ⊠ PROPOSED SERVICE CT METER AND MAIN PANELBOARD
- EVSE DUAL PORT EVSE (QTY. 2)
- PP SCE POWER POLE, BY T&D
- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D
- ▬ LIMITS OF WORK
- ELECTRICAL CONDUIT
- PROPOSED STRIPING
- ▨ PROPOSED CONCRETE

CUSTOMER INFRASTRUCTURE IMPROVEMENTS		E.Q.
CONSTRUCTION NOTES		
A	REMOVAL OF HARDENED SURFACING	80 SF
D	2' WIDE UTILITY TRENCH	40 LF
E	PROPOSED ASPHALT CONCRETE PAVEMENT	80 LF
F	PROPOSED CONCRETE	75 SF
I	INSTALL 400 AMP 100% RATED CT SERVICE METER AND MAIN PANELBOARD	1 UNIT
R	INSTALL BELOW GRADE PVC CONDUIT +2"	90 LF
U	#1 WIRE CONDUCTOR	485 LF
AF	INSTALL SITE BOLLARDS	3 UNITS
AG	INSTALL 6 FEET LONG WHEELSTOPS	2 UNITS

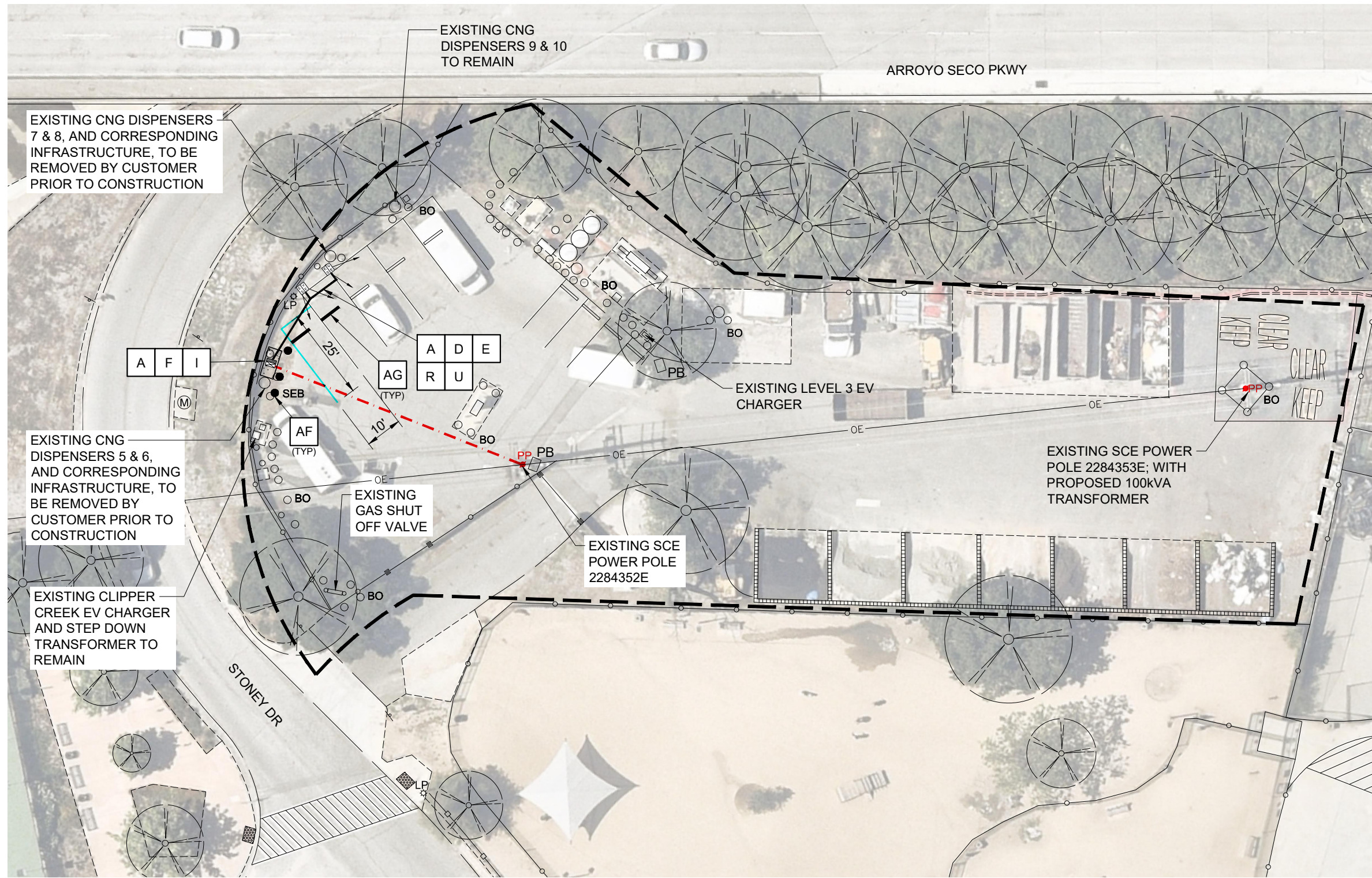
## NOTES:

1. UTILITY DISTRIBUTION INFRASTRUCTURE SHOWN IN RED BUILT BY OTHERS AND SHOWN ONLY FOR PROJECT CLARITY AND COORDINATION.
2. IMPACTED EXISTING PARKING = 4 TOTAL FLEET SPACES
3. PROPOSED CHARGING = 4 TOTAL FLEET SPACES
4. EVSE LAYOUT BASED ON USE OF DUAL PORT STYLE CHARGERS: (2) CHARGEPOINT CP6021X-80A-L7 WITH 23FT CABLE AND STANDARD J1772 CONNECTOR
5. PROPOSED SERVICE PANEL MAY BE STANDARD OR 100% RATED. SEE SINGLE LINE FOR CLARIFICATION.
6. PER NEC514, EQUIPMENT TO MAINTAIN 20FT CLEAR SPACE FROM CNG STORAGE TANKS AND DISPENSERS. PVC CONDUIT TO BE ENCASED IN CONCRETE AND BURIED 48 INCHES MINIMUM.
7. DESIGN ASSUMES "STANDARD" ELECTRICAL INPUT PER SCE FEASIBILITY STUDY CHARGING EQUIPMENT. NOTE: IF CUSTOMER PREFERS TO PROCEED WITH THE "POWER SHARE" OPTION, SCE TO PROVIDE CONFIRMATION AT NOTICE PROCEED TO BASEMAP/ PRELIMINARY DESIGN.

\*LINEAR FOOTAGE QUANTITIES INCLUDE VERTICAL TRAVEL

	CONSULTANT Blair, Church & Flynn Consulting Engineers 481 Civic Avenue, Suite 200 Clovis, California 93225 Tel (509) 326-1400 Fax (509) 326-1800	SCE CHARGE READY TRANSPORT PROGRAM		DR. BY SW CH. BY CR DATE 07/20/2023 SCALE: AS NOTED	SHEET NO. 1 OF 3 SHEETS
	2022-0121 CITY OF SOUTH PASADENA EVSE SITE IMPROVEMENTS CONCEPTUAL PLAN				





EXISTING CNG DISPENSERS 7 & 8, AND CORRESPONDING INFRASTRUCTURE, TO BE REMOVED BY CUSTOMER PRIOR TO CONSTRUCTION

EXISTING CNG DISPENSERS 5 & 6, AND CORRESPONDING INFRASTRUCTURE, TO BE REMOVED BY CUSTOMER PRIOR TO CONSTRUCTION

EXISTING CLIPPER CREEK EV CHARGER AND STEP DOWN TRANSFORMER TO REMAIN

EXISTING CNG DISPENSERS 9 & 10 TO REMAIN

ARROYO SECO PKWY

A F I

A D E  
R U

AG (TYP)

AF (TYP)

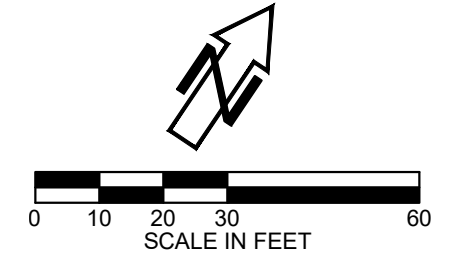
EXISTING GAS SHUT OFF VALVE


EXISTING SCE POWER POLE 2284352E

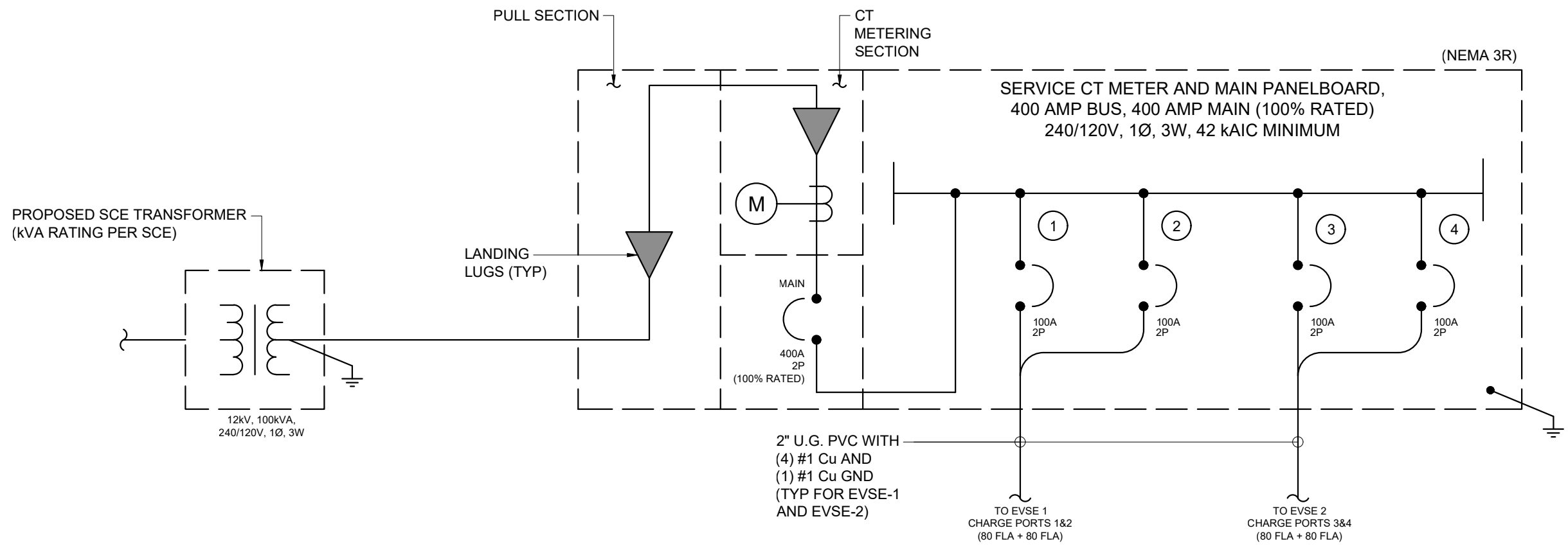
EXISTING LEVEL 3 EV CHARGER

EXISTING SCE POWER POLE 2284353E; WITH PROPOSED 100kVA TRANSFORMER

STONEY DR



	CONSULTANT Blair, Church & Flynn Consulting Engineers 4811 Cleve Avenue, Suite 200 Clovis, California 93612 Tel (509) 326-1400 Fax (509) 326-1200	<b>SCE CHARGE READY TRANSPORT PROGRAM</b>	
		2022-0121 CITY OF SOUTH PASADENA EVSE SITE IMPROVEMENTS CONCEPTUAL PLAN	



## NOTES:

1. TOTAL CONNECTED 1-PH KVA: 80.84 KVA AT 0.95PF
2. STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/NEC REQUIREMENTS AT 125% CONTINUOUS LOAD. 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/NEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
3. TRANSFORMER LOADING BASED ON KVA REQUIREMENTS OF CHARGER AT 0.95 PF PER SCE (19.2 KVA/CHARGER).
4. (#), INDIVIDUAL CHARGE PORT NUMBER. THIS IS NOT BREAKER SPACE OR EVSE NUMBER.
6. PER NEC 210.19 (A) INFORMATIONAL NOTE #4, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST OUTLET OF POWER, HEATING, AND LIGHTING LOADS, OR COMBINATION OF SUCH LOADS, AND WHERE THE MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED 5%."
7. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) CAN BE DUAL CHARGE OR SINGLE CHARGE PORT DEPENDENT ON LOCATION SEE DEFINED PLAN AND SINGLE LINE FOR NUMBER OF CHARGE PORTS.
8. MAXIMUM VOLTAGE DROP FOR CONDUCTORS: #1 WIRE = 0.6%
9. DIAGRAM ASSUMES CHARGER AND CONTROLLER ARE ONE (1) SELF CONTAINED UNIT.

**Blair, Church & Flynn**  
CONSULTING ENGINEERS

Blair, Church & Flynn  
Consulting Engineers  
4811 Cleve Avenue,  
Suite 200  
Cleve, California 90612  
Tel (562) 326-1400  
Fax (562) 326-1200

<b>SCE CHARGE READY TRANSPORT PROGRAM</b>		
2022-0121 CITY OF SOUTH PASADENA EVSE SITE IMPROVEMENTS SINGLE LINE DIAGRAM		DR. BY SW CH. BY CR DATE 07/20/2023 SCALE: AS NOTED
		SHEET NO. <b>3</b> OF <b>3</b> SHEETS

**ATTACHMENT 2**  
ChargePoint / Rexel Energy Solutions Quotation and  
Purchase Order

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**Bill To Address:**  
 City of South Pasadena

**Ship To Address:**  
 CNG Station / Storage Yard



QTY	Item #	Description	MSRP	Buy Price	EXT MSRP	Ext Buy Price	
<b>CP6021 (Level 2 - 19.2kW)</b>							
2	CP6021B-80A-L7	CP6021, NA, AC Station, Dual Port, Type 1 Cable, 80A, 1-Phase, 23' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$ 11,735	\$ 9,388	\$ 23,470	\$ 18,776	
2	CP6K-CMT	CP6K Concrete Mounting Kit	\$ 125	\$ 100	\$ 250	\$ 200	
4	CPCLD-COMMERCIAL-1	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing, Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$ 345	\$ 311	\$ 1,380	\$ 1,242	
2	CP6000-ASSURE-1	1 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 530	\$ 477	\$ 1,060	\$ 954	
2	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349	\$ 332	\$ 698	\$ 663	
<b>This pricing is in compliance with Sourcewell Contract #CFPI-042221</b>			<b>TOTAL</b>		\$ 26,858	\$ 21,835	
					<b>ESTIMATED SHIPPING</b>	\$ 300	\$ 300
					<b>GRAND TOTAL (EXCLUDING TAX)</b>	\$ 27,158	<b>\$ 22,135</b>

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

Signature :

Title :

Name (Print) :

Date:

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact Email :

Requested Ship Date:

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

All product returns subject to Manufacturers Terms & Conditions

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

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

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

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

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

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

- 15.1. Fair Labor Standards Act. Seller represents that the Goods were produced in compliance with the Fair Labor Standards Act of 1938, as amended.
- 15.2. Use of Workers/Subcontractors. Unless exempt, Seller shall comply with the Equal Opportunity Clause in 41 CFR 60-1.4; the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era in 41 CFR 60-250-4; the Affirmative Action Clause regarding Handicapped Workers in 41 CFR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60; and any other applicable Executive Orders.
- 15.3. Environmental Safety. Seller represents and warrants that each chemical substance listed or contained in an item listed in the Order is on the list of chemical substances published by the Administrator of the Environmental Protection Administration under the Toxic Substances Control Act as amended. Seller also warrants that the Goods comply with the Federal Hazardous Substances Act as amended.
- 15.4. Labor Force. Seller certifies that no Goods supplied under this Order have been produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age laws in the country of manufacture. In the event Buyer determines that Seller's certification is untrue, Buyer shall have the right to immediately terminate this Order without further compensation to Seller.
- 15.5. Material Safety Data Sheets ("MSDS"). Seller shall provide MSDS sheets, as required by law with each shipment or on Seller's website.
- 15.6. Prohibition on Products Containing Any Conflict Mineral from Democratic Republic of the Congo or an Adjoining Country. Reference is made to Section 1502 (the "CM Provision") of the Dodd-Frank Wall Street Regulation and Consumer Protection Act and regulations (the "Regulations") implementing the CM Provision issued by the Securities and Exchange Commission addressing disclosures relating to any conflict mineral from the Democratic Republic of the Congo or any adjoining country. Seller represents, covenants, agrees and certifies for the benefit of Buyer and its customers that (a) the Goods sold to Buyer pursuant to this Order do not contain any conflict mineral from the Democratic Republic of the Congo or any adjoining country or, if any Goods covered by this Order do contain a conflict mineral, such Goods are DRC conflict free, (b) Seller shall be solely responsible and liable for assessing, ensuring and monitoring its supply chain and Seller's suppliers' and sub-suppliers' compliance with the preceding clause (a), and (c) Seller shall execute such written documentation, including certifications, as Buyer or its customers may reasonably request to confirm and certify the foregoing. Seller shall further defend, indemnify and hold harmless Buyer and its customers from any breach of Seller's obligations under this Section or arising from any inaccurate or untruthful written documentation provided to Buyer or its customers. The terms "conflict mineral," "adjoining country," and "DRC conflict free" as used in this section shall have the meaning assigned such terms in the Regulations. This Section of the Order cannot be waived or modified except pursuant to a written instrument that expressly waives or modifies this Section and which is executed by a corporate officer of Buyer.
- 15.7. California Proposition 65 Compliance. Seller acknowledges and agrees that the Goods may be sold in the state of California notwithstanding the fact that they may be manufactured or delivered outside of the State of California. Accordingly, Seller certifies that all Goods shall be delivered in strict compliance with the requirements of the California Safe Drinking Water and Toxic Enforcement Act of 1986, as amended from time to time and commonly referred to as Proposition 65.

**16. ENVIRONMENT, HEALTH, and SAFETY COMPLIANCE:** Seller shall comply with all regulatory requirements as applicable to the Order when the Materials are delivered or Services are performed, including without limitation:

- 16.1. Material Suitability Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer is suitable for use and/or transport in any jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur and is listed on or in:
  - (i) the list of chemical substances compiled and published by the Administrator of the U.S. Environmental Protection Agency pursuant to the U.S. Toxic Substances Control Act ("TSCA") (15 U.S.C. § 2601), otherwise known as the TSCA Inventory, or exempted from such list under 40 CFR 720.30 38;
  - (ii) the Federal Hazardous Substances Act (P.L. 92 516) as amended;
  - (iii) the European Inventory of Existing Commercial Chemical Substances ("EINECS") as amended;
  - (iv) the European List of Notified Chemical Substances ("ELINCS") and lawful standards and regulations thereunder; or
  - (v) any equivalent or similar lists in any other jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur.
- 16.2. Material Registration and Other Documentation. Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer:
  - (i) is properly documented and/or registered as required in the jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that



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

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

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

16.4. Take back of Electrical and Electronic Components, Including Batteries or Accumulators. Seller Covenants that, except as specifically listed on the face of this Order or in an applicable addendum, none of the Goods supplied under this Order are electrical or electronic equipment or batteries or accumulators as defined by laws, codes or regulations of a jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to EU Directive 2012/19/EU (24 July 2012) (the "Recast WEEE Directive"), as amended and EU Directive 2006/66/EC (26 September 2006) (the "Batteries Directive") and/or any other legislation providing for the taking back of such electrical or electronic equipment or batteries or accumulators (collectively, "Take Back Legislation"). For any Goods specifically listed on the face of this Order or in such addendum as electrical or electronic equipment or batteries or accumulators that are covered by any Take Back Legislation and purchased by Buyer hereunder, Seller agrees to: (i) assume responsibility for taking back such Goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the applicable Take Back Legislation; (ii) take back as of the date of this Order any used Goods currently owned by Buyer of the same class of such Goods purchased by Buyer hereunder up to the number of new units being purchased by Buyer or to arrange with a third party to do so in accordance with all applicable requirements; and (iii) appropriately mark and/or label the Goods as required by any applicable Take Back Legislation. Seller will not charge Buyer any additional amounts, and no additional payments will be due from Buyer for Seller's agreement to undertake these responsibilities.

16.5. CE Marking. Seller Covenants that all Goods conform with applicable Conformité Européenne ("CE") directives for Goods intended for use in the EU, including those regarding electrical/electronic devices, machinery and pressure vessels/equipment. Seller will affix the CE mark on Goods as required. Seller will provide all documentation required by the applicable CE directives, including, but not limited to, Declarations of Conformity, Declarations of Incorporation, technical files and any documentation regarding interpretations of limitations or exclusions.

16.6. Nanoscale Material. With respect to any Goods sold or otherwise transferred to Buyer hereunder, Seller shall notify Buyer in writing of the presence of any engineered nanoscale material (defined for these purposes as any substance with at least one dimension of such substance known to be less than one hundred (100) nanometers in length). With respect to all such nanoscale material(s), Seller shall provide a description of its regulatory status and any safety data or other notifications that are appropriate in the EU, U.S. and any other jurisdictions to which Buyer informs Seller the Goods will be shipped or to which the Seller otherwise has knowledge that shipment will likely occur.

17. **CONFIDENTIAL INFORMATION:** Seller shall keep confidential any technical, process, proprietary or economic information derived from drawings, 3D or other models, specifications and any other data and/or information furnished by Buyer in connection with this Order (the "Confidential Information") and shall not divulge, disseminate, communicate or publish, directly or indirectly, the

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

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

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

those entities on their implementation of such recommendations, unless Seller is using such supplier and transportation provider at Buyer's request.

- 20. **BUYER'S PROPERTY:** All tangible and intangible property, including but not limited to tools, tool drawings, materials, sample parts, processes, procedures, process parameters, drawings, computer software, documents, information or data of every description furnished to Seller by Buyer, or by Buyer's affiliates, subsidiaries or contractors, or paid for in whole or in part by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer, and, unless otherwise agreed to in writing by Buyer shall be used by Seller solely to render Services or provide Materials to Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Buyer or Buyer's designee, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's Orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be insured by Seller for replacement cost with loss payable to Buyer. Such property shall be subject to prompt removal or return at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. Buyer shall have the right to audit all pertinent books and records of Seller, and to make reasonable inspections of Seller's facilities to verify compliance with this Article.
- 21. **BUYER PARTIES:** For the purposes of these Terms & Conditions Buyer shall mean the Buyer party set forth on the request for quotation, quotation or other sales agreement to which these Terms & Conditions are attached which may include but is not limited to Rexel USA, Inc. or any of its subsidiaries, affiliates, business units or divisions including but not limited to (i) Rexel Automation, (ii) Rexel Construction and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Rexel Energy Solutions, (vi) Capitol Light, (vii) Parts Super Center, and (viii) Brohl & Appell.
- 22. **SURVIVAL OF PROVISIONS:** In order that the parties hereto may fully exercise their rights and perform their obligations under this Order, any provisions of this Order that are required to ensure such exercise or performance shall survive the termination of this Order.
- 23. **LAW AND JURISDICTION:** This agreement will be governed by, and construed and enforced in accordance with, the internal laws of the state of Texas, USA without regard to the conflict of laws principals thereof. The parties agree to exclude this agreement from the application of the United Nations convention on contracts for the international sale of Goods.  
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ADDITIONAL TERMS AND CONDITIONS FOR SERVICES  
TO THE EXTENT THAT SELLER IS PROVIDING ANY SERVICES  
THE ADDITIONAL TERMS AND CONDITIONS IN SECTIONS 24 THROUGH 29 SHALL APPLY  
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- 24. **STATEMENT OF WORK.** Seller shall perform, at its sole expense, the Services described in any Statement[s] of Work ("SOW[s]") which are referenced in the body of the Order and which is incorporated by reference into the Order. Buyer shall pay Seller the Fees set forth in the applicable SOW in accordance with the agreed to payment terms. Buyer anticipates that the milestones set forth in SOW will be completed within the periods specified. Seller shall deliver to Buyer the specified deliverables on or before the specified dates. Seller will notify Buyer immediately in the event that at any time it appears to Seller that completion of any milestone will be delayed. Seller shall, at Seller's expense, obtain and maintain all permits, licenses and government approvals needed to perform its obligations under the Order. Seller shall determine the specific time and manner in which the Services are performed pursuant to the Order, and the resources that are used to perform such Services. Buyer shall have no authority to direct the day-to-day activities of Seller or any of Seller's employees, agents, or independent contractors (together with Seller, the "Staff").
- 25. **EXPERIENCE, QUALIFICATIONS AND BACKGROUND CHECK.** (a) Prior to assigning any Staff to perform Services for Buyer, Seller shall require that such Staff present to Seller a federal- or state-issued form of identification. Seller will verify all employment information and educational background information and all other pertinent information provided by the Seller's Staff. In addition, prior to assigning any Staff to perform Services for Buyer, seller shall perform a complete criminal background check. Buyer at its sole expense and discretion, may require a drug test or driving record; (b) Seller represents that any Staff assigned to perform Services for Buyer has never been convicted of or agreed to enter into a pretrial diversion or similar program in connection with a prosecution for any criminal offense involving dishonesty, breach of trust, money laundering or violence; (c) Seller guarantees that any Staff assigned to perform Services for Buyer is a citizen of the United States, is a legal resident of the United States, or is otherwise legally authorized to work in the United States according to U.S. Citizenship and Immigration Services regulations; (d) Seller understands and agrees that failure to comply with the above subsections constitutes a breach of the Order that could result in immediate termination of the Order. Seller further agrees to indemnify Buyer for any losses, claims, fines or other costs incurred by Buyer as a result of Seller's failure to comply with the above sub-sections; (e) Seller warrants that the information provided to Buyer regarding any of Seller's staff will be true, correct and complete to the best of Seller's knowledge, and such staff will meet or exceed the qualifications, skill level and experience requested by Buyer; and (f) Buyer may, in its sole discretion, conduct a background check, drug screen, and identity verification on those of Seller's Staff who are who will perform work for Buyer. Upon such election Seller shall require such designated Staff to present two (2) recognized forms of identification to Buyer for each Staff, provide a copy of each Staff Member's resume, curriculum vitae or other documentation of Seller's education, work history and other

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

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

# ChargePoint® AC Commercial Station

## Specifications and Ordering Information



Dual port, pedestal mount, 18 ft cable

## Ordering Information

The order codes below represent specific product configurations. Please contact ChargePoint Sales for additional information.

Specify model number followed by the applicable code(s).

The order code sequence is **Model-Options. Software, Services** and **Other** are ordered as separate line items.

### Hardware

Description	Order Code		
Model	80A Dual port, pedestal mount, 18 ft cable	CP6021B-80A-L5.5	
	80A Single port, pedestal mount, 23 ft cable	CP6011B-80A-L5.5	
	80A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-80A-L5.5-CHIP	
	80A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-80A-L5.5-CHIP	
	50A Dual port, pedestal mount, 18 ft cable	CP6021B-50A-L5.5	
	50A Single port, pedestal mount, 23 ft cable	CP6011B-50A-L5.5	
	50A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-50A-L5.5-CHIP	
	50A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-50A-L5.5-CHIP	
	80A Dual port, wall mount, 23 ft cable	CP6023B-80A-L5.5	
	80A Single port, wall mount, 23 ft cable	CP6013B-80A-L5.5	
	80A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-80A-L5.5-CHIP	
	80A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-80A-L5.5-CHIP	
	50A Dual port, wall mount, 23 ft cable	CP6023B-50A-L5.5	
	50A Single port, wall mount, 23 ft cable	CP6013B-50A-L5.5	
	50A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-50A-L5.5-CHIP	
	50A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-50A-L5.5-CHIP	
	Other	Bollard Concrete Mounting Kit	CP6K-CMT-NA

## Software and Services

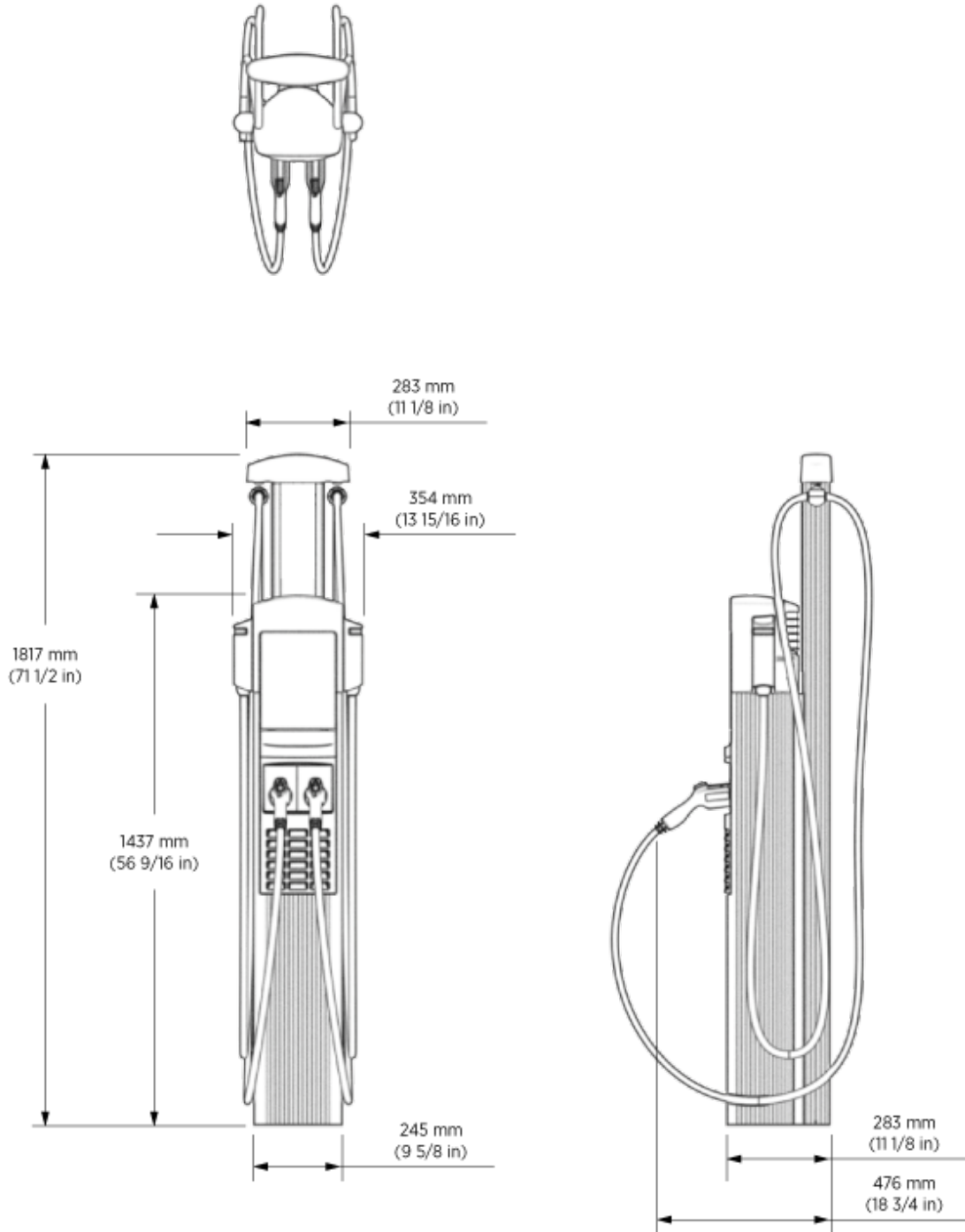
Description	Order Code
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Fleet Commercial	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Assure	CP6000-ASSURE- <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Site Validation	CPSUPPORT-SITEVALID
ChargePoint Installation and Validation	CP6000-INSTALLVALID

Note: All CP6000 stations require a network service plan per port.

\*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

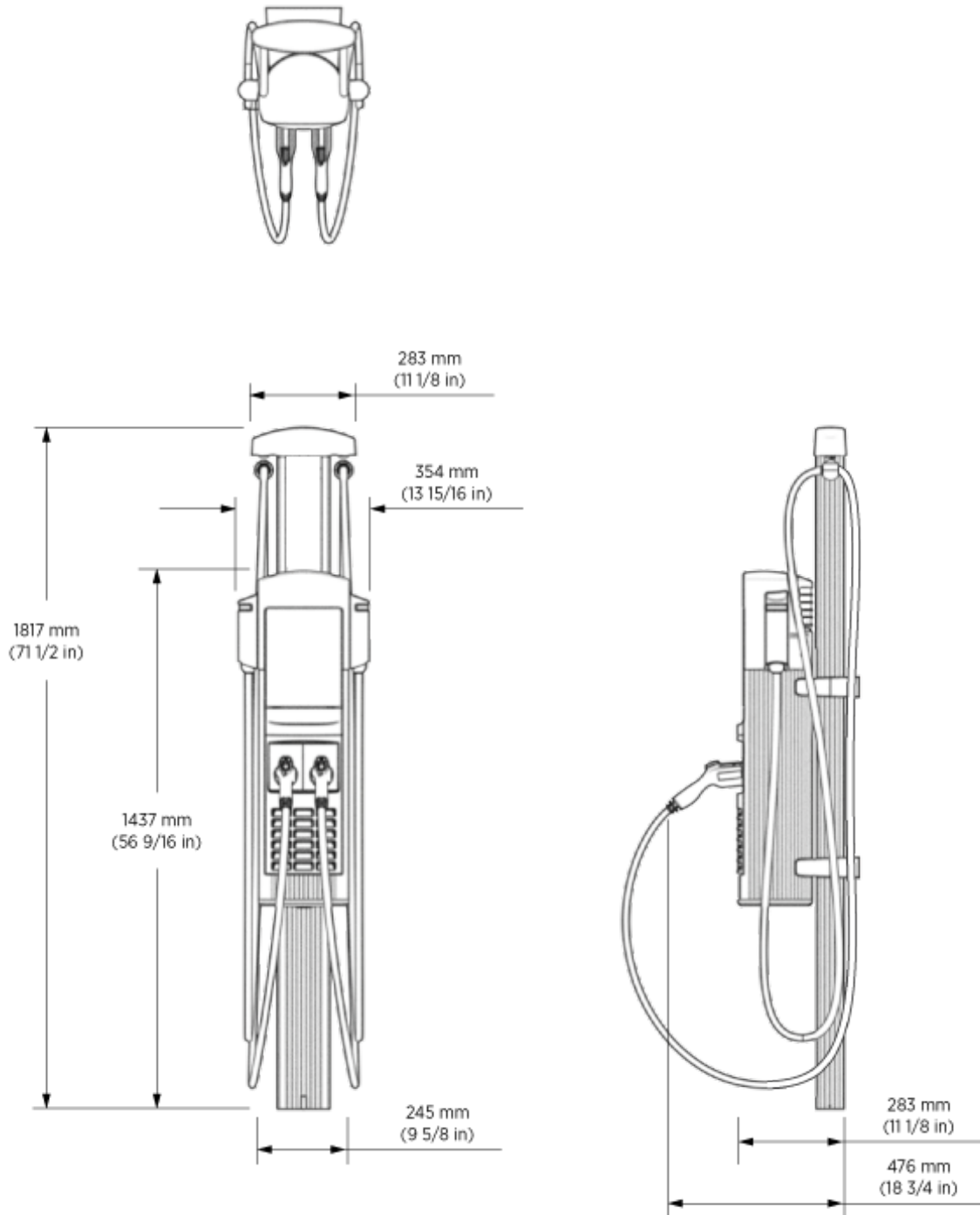
## Architectural Drawings and Dimensions

### Pedestal Mount





Wall Mount



## General Specifications

### Electrical Input

The CP6000 AC Commercial Station supports flexible electrical input/output settings up to 80A to fit your fueling needs, whether for a workplace, multi-family dwelling, or other application.

Power Select allows stations to be installed and configured for current lower than the maximum 80A. Power Select current options include 16A, 24A, 32A, 40A, 48A, 56A, 64A, and 72A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Station	Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
		Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
80A	Maximum 80A (Standard)	80A	One 100A branch circuit	100A dual pole (non-GFCI)	80A x 2	Two independent 100A branch circuits	100A dual pole (non-GFCI) x 2
	Maximum 80A (Power Share*)	N/A	N/A	N/A	80A	One 100A branch circuit	100A dual pole (non-GFCI)
	Power Select** 16A - 72A (Standard)	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A)	16A - 72A x 2	Two independent branch circuits rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A) x 2
	Power Select 16A - 72A	N/A	N/A	N/A	16A - 72A	One branch circuit rated 125% of	Dual pole (non-GFCI)

CP6000 AC Commercial Station Specifications

	(Power Share)					input current (20A - 90A)	rated 125% of input current (20A - 90A)
50A	Maximum 50A (Standard)	50A	One 70A branch circuit	70A dual pole (non-GFCI)	50A x 2	Two independent 70A branch circuits	70A dual pole (non GFCI) x 2
	Maximum 50A (Power Share*)	N/A	N/A	N/A	80A	One 70A branch circuit	70A dual pole (non GFCI)
	Power Select** 16A - 48A (Standard)	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A-60A)	16A - 48A x 2	Two independent branch circuits rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A) x 2
	Power Select 16A - 48A (Power Share)	N/A	N/A	N/A	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A)
<b>Service Panel/Breaker GFCI</b>		Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
<b>Wiring – Standard</b>		3-wire (L1, L2, Earth) No neutral			5-wire (L1, L1, L2, L2, Earth)		
<b>Wiring – Power Share</b>		N/A			3-wire (L1, L2, Earth)		
<b>Station Power</b>		8 W typical (standby), 15 W maximum (operation)					
<b>Line to Ground Voltage</b>		120V +/- 10%					

### Electrical Output for 80A Station

<b>Electrical Output</b>	<b>Single Port (AC Voltage 208 / 240V AC)</b>	<b>Dual Port (AC Voltage 208 / 240V AC)</b>
Maximum 80A (Standard)	19.2 kW (240V AC @ 80A)	19.2 kW (240V AC @ 80A)
Maximum 80A (Power Share)	N/A	19.2 kW (240V AC @ 80A) x 1 or 9.6 kW (240V AC @ 40A) x 2
Power Select 16A - 72A (Standard)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 2
Power Select 16A - 72A (Power Share)	N/A	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 1 or 1.9 kW - 8.6 kW (240V AC @ 8A - 36A) x 2

### Electrical Output for 50A Station

<b>Electrical Output</b>	<b>Single Port (AC Voltage 208 / 240V AC)</b>	<b>Dual Port (AC Voltage 208 / 240V AC)</b>
Maximum 50A (Standard)	12.0 kW (240V AC @ 50A)	12.0 kW (240V AC @ 50A)
Maximum 50A (Power Share)	N/A	12.0 kW (240V AC @ 50A) x 1 or 6.0 kW (240V AC @ 25A) x 2
Power Select 16A - 48A (Standard)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 2
Power Select 16A - 48A (Power Share)	N/A	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 1 or 1.9 kW - 5.8 kW (240V AC @ 8A - 24A) x 2

## Mounting and Functional Interfaces

Connector Type	SAE J1772™
Number of Ports	Single, dual
Mounting	Pedestal, wall
Cable Length	18 ft (5.5 m)
Cable Management	Yes
Authentication and Payment	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) NFC (Tap to Charge) Remote: mobile and in vehicle (if supported by vehicle) Contactless credit card EMV chip credit card (for -CHIP models only)
Locking Holster	Yes
ISO 15118 Protocol	Supported by hardware
Display	Full color 8-inch interactive display with full motion video, UV protection, gesture touch controls, and multi-language support

## Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Energy Measurement	Meter accuracy 1% Accuracy class 2.0 Acceptance tolerance 1.0%
Power Report/Store Interval	15-minute interval aligned to hour. Responsive to load management signals.
Local Area Network	Wi-Fi 2.4 GHz and 5GHz (802.11 a/n/b/g)
Wide Area Network	LTE Category 4
Network Communication Protocol	OCPP 2.0.1
Ethernet connection	Capable with accessory

## Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class B
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

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



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**ATTACHMENT 3**  
Accepted Charge Ready Transport Conceptual Plan

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# SYMBOL LEGEND:


- BO EXISTING BOLLARD
- ▬ EXISTING WHEELSTOP
- EXISTING SIGN
- ⊛ LP EXISTING LIGHT POLE
- PB EXISTING PULL BOX
- ⊙ PP EXISTING POWER POLE
- Ⓜ EXISTING MANHOLE
- SEB PROPOSED SERVICE EQUIPMENT BOLLARD
- ▬ PROPOSED WHEELSTOP
- ⊠ PROPOSED SERVICE CT METER AND MAIN PANELBOARD
- EVSE DUAL PORT EVSE (QTY. 2)
- PP SCE POWER POLE, BY T&D
- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D
- ▬ LIMITS OF WORK
- ELECTRICAL CONDUIT
- PROPOSED STRIPING
- ▨ PROPOSED CONCRETE

CUSTOMER INFRASTRUCTURE IMPROVEMENTS		E.Q.
CONSTRUCTION NOTES		
A	REMOVAL OF HARDENED SURFACING	80 SF
D	2' WIDE UTILITY TRENCH	40 LF
E	PROPOSED ASPHALT CONCRETE PAVEMENT	80 LF
F	PROPOSED CONCRETE	75 SF
I	INSTALL 400 AMP 100% RATED CT SERVICE METER AND MAIN PANELBOARD	1 UNIT
R	INSTALL BELOW GRADE PVC CONDUIT +2"	90 LF
U	#1 WIRE CONDUCTOR	485 LF
AF	INSTALL SITE BOLLARDS	3 UNITS
AG	INSTALL 6 FEET LONG WHEELSTOPS	2 UNITS

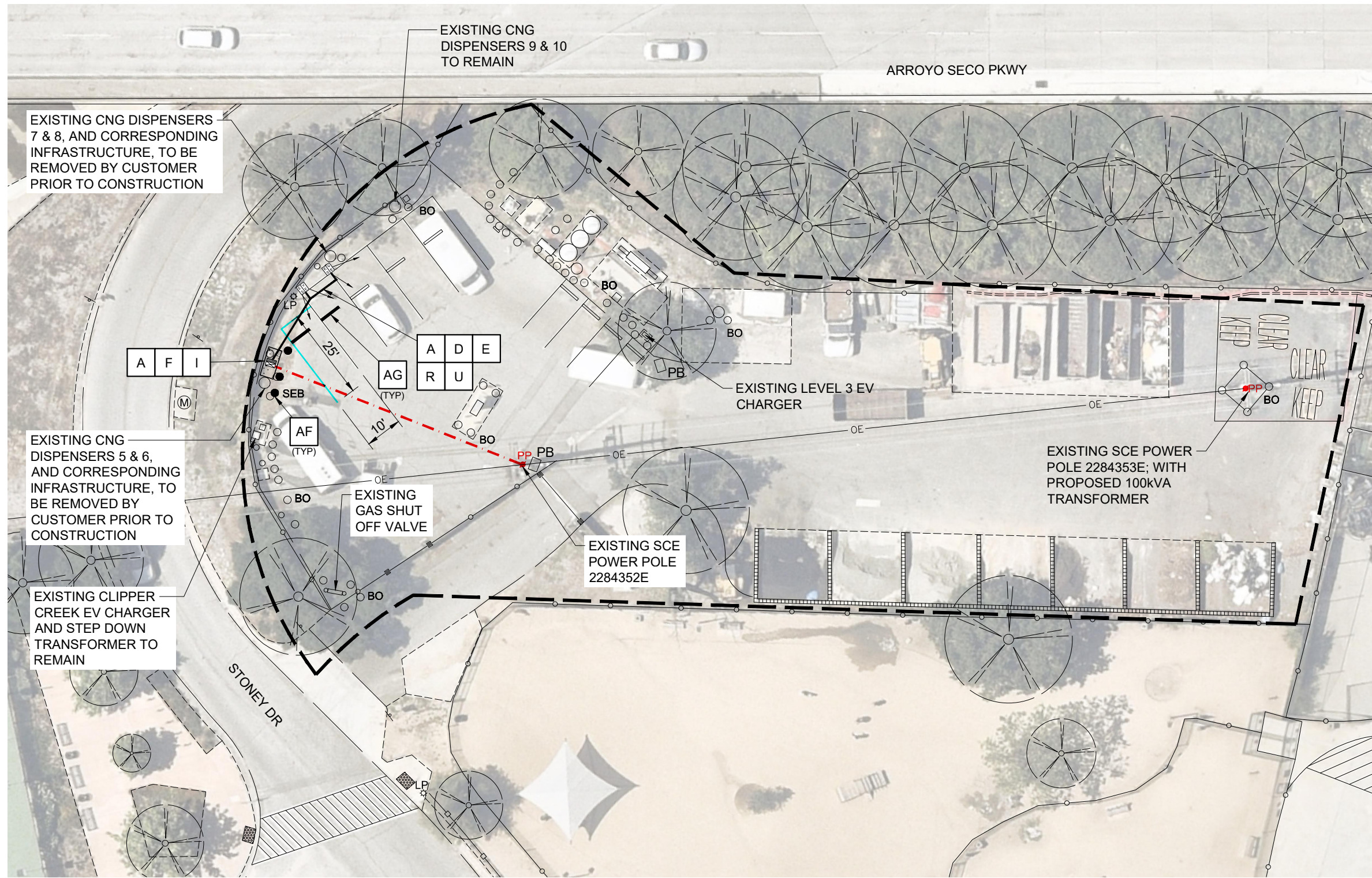
# NOTES:

1. UTILITY DISTRIBUTION INFRASTRUCTURE SHOWN IN RED BUILT BY OTHERS AND SHOWN ONLY FOR PROJECT CLARITY AND COORDINATION.
2. IMPACTED EXISTING PARKING = 4 TOTAL FLEET SPACES
3. PROPOSED CHARGING = 4 TOTAL FLEET SPACES
4. EVSE LAYOUT BASED ON USE OF DUAL PORT STYLE CHARGERS: (2) CHARGEPOINT CP6021X-80A-L7 WITH 23FT CABLE AND STANDARD J1772 CONNECTOR
5. PROPOSED SERVICE PANEL MAY BE STANDARD OR 100% RATED. SEE SINGLE LINE FOR CLARIFICATION.
6. PER NEC514, EQUIPMENT TO MAINTAIN 20FT CLEAR SPACE FROM CNG STORAGE TANKS AND DISPENSERS. PVC CONDUIT TO BE ENCASED IN CONCRETE AND BURIED 48 INCHES MINIMUM.
7. DESIGN ASSUMES "STANDARD" ELECTRICAL INPUT PER SCE FEASIBILITY STUDY CHARGING EQUIPMENT. NOTE: IF CUSTOMER PREFERS TO PROCEED WITH THE "POWER SHARE" OPTION, SCE TO PROVIDE CONFIRMATION AT NOTICE PROCEED TO BASEMAP/ PRELIMINARY DESIGN.

\*LINEAR FOOTAGE QUANTITIES INCLUDE VERTICAL TRAVEL

	CONSULTANT Blair, Church & Flynn Consulting Engineers 481 Civic Avenue, Suite 200 Clovis, California 93225 Tel (509) 326-1400 Fax (509) 326-1800	SCE CHARGE READY TRANSPORT PROGRAM	
	2022-0121 CITY OF SOUTH PASADENA EVSE SITE IMPROVEMENTS CONCEPTUAL PLAN		DR. BY SW CH. BY CR DATE 07/20/2023 SCALE: AS NOTED
			SHEET NO. 1 OF 3 SHEETS





EXISTING CNG DISPENSERS 7 & 8, AND CORRESPONDING INFRASTRUCTURE, TO BE REMOVED BY CUSTOMER PRIOR TO CONSTRUCTION

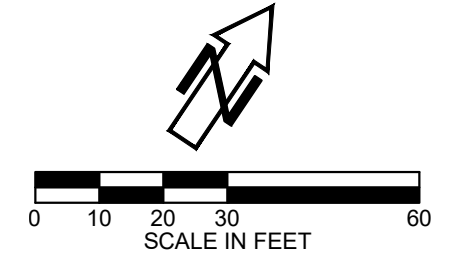
EXISTING CNG DISPENSERS 5 & 6, AND CORRESPONDING INFRASTRUCTURE, TO BE REMOVED BY CUSTOMER PRIOR TO CONSTRUCTION


EXISTING CLIPPER CREEK EV CHARGER AND STEP DOWN TRANSFORMER TO REMAIN

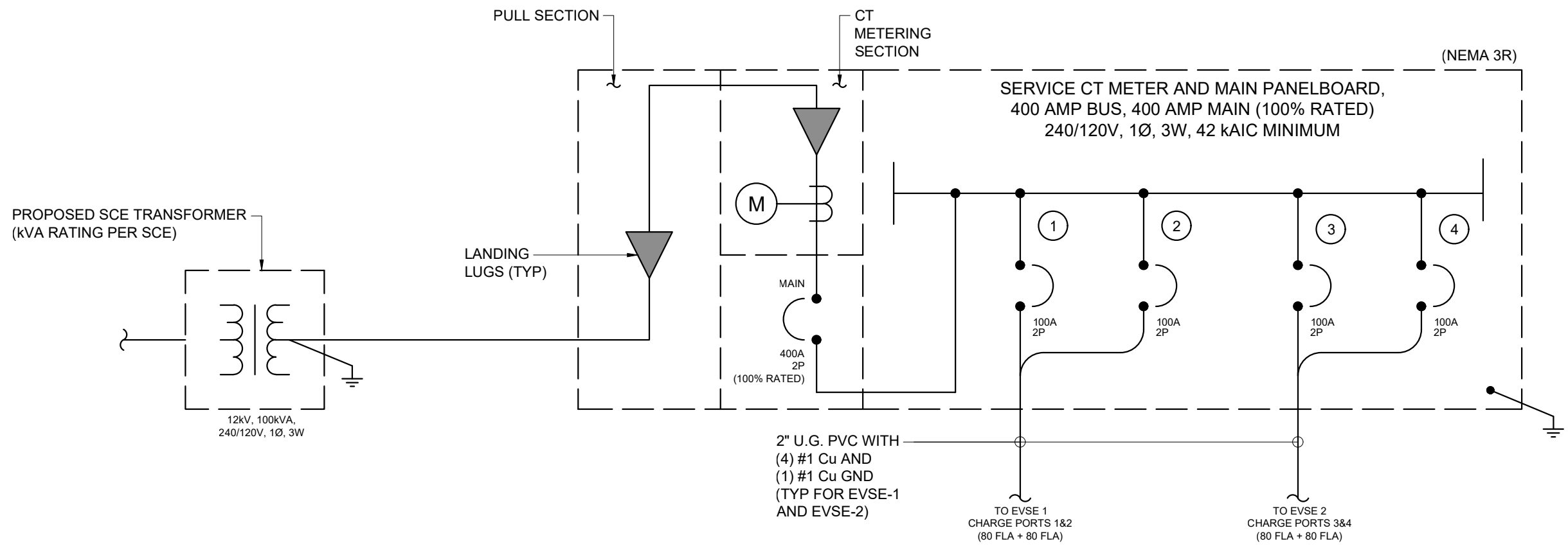
EXISTING CNG DISPENSERS 9 & 10 TO REMAIN

ARROYO SECO PKWY

STONEY DR



	<b>CONSULTANT</b> Blair, Church & Flynn Consulting Engineers 4811 Cleve Avenue, Suite 200 Clovis, California 93612 Tel (559) 326-1400 Fax (559) 326-1200	<b>SCE CHARGE READY TRANSPORT PROGRAM</b>	
		2022-0121 CITY OF SOUTH PASADENA EVSE SITE IMPROVEMENTS CONCEPTUAL PLAN	
		DR. BY SW CH. BY CR DATE 07/20/2023 SCALE: AS NOTED	SHEET NO. 2 OF 3 SHEETS



**NOTES:**

1. TOTAL CONNECTED 1-PH KVA: 80.84 KVA AT 0.95PF
2. STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/NEC REQUIREMENTS AT 125% CONTINUOUS LOAD. 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/NEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
3. TRANSFORMER LOADING BASED ON KVA REQUIREMENTS OF CHARGER AT 0.95 PF PER SCE (19.2 KVA/CHARGER).
4. (#), INDIVIDUAL CHARGE PORT NUMBER. THIS IS NOT BREAKER SPACE OR EVSE NUMBER.
6. PER NEC 210.19 (A) INFORMATIONAL NOTE #4, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST OUTLET OF POWER, HEATING, AND LIGHTING LOADS, OR COMBINATION OF SUCH LOADS, AND WHERE THE MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED 5%."
7. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) CAN BE DUAL CHARGE OR SINGLE CHARGE PORT DEPENDENT ON LOCATION SEE DEFINED PLAN AND SINGLE LINE FOR NUMBER OF CHARGE PORTS.
8. MAXIMUM VOLTAGE DROP FOR CONDUCTORS: #1 WIRE = 0.6%
9. DIAGRAM ASSUMES CHARGER AND CONTROLLER ARE ONE (1) SELF CONTAINED UNIT.

	CONSULTANT Blair, Church & Flynn Consulting Engineers 4811 Cleve Avenue, Suite 200 Cleve, California 90612 Tel (562) 326-1400 Fax (562) 326-1200	<b>SCE CHARGE READY TRANSPORT PROGRAM</b>		
		2022-0121 CITY OF SOUTH PASADENA EVSE SITE IMPROVEMENTS SINGLE LINE DIAGRAM		DR. BY SW CH. BY CR DATE 07/20/2023 SCALE: AS NOTED

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**ATTACHMENT 4**

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



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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:

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# City Council Agenda Report

ITEM NO. 17

**DATE:** November 15, 2023

**FROM:** Arminé Chaparyan, City Manager *Ac*

**PREPARED BY:** Luis Frausto, Management Services Director  
Lucila Urzua, Deputy City Clerk

**SUBJECT:** **Consideration of Approval of City Council Meeting Minutes for July 27, 2022**

---

## **Recommendation**

It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting of July 27, 2022.

## **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.

Attachment: July 27, 2022 - Special City Council Meeting Minutes

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# **ATTACHMENT**

September 27, 2023 Special City Council Meeting Minutes

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**CITY OF SOUTH PASADENA  
SPECIAL MEETING OF THE CITY  
COUNCIL**

**MINUTES  
WEDNESDAY, JULY 27, 2022, AT 7:00 P.M.**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, July 27, 2022, at 7:04 P.M., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL:**

**PRESENT**

Mayor	Michael A. Cacciotti
Mayor Pro Tem	Jon Primuth
Councilmember	Evelyn G. Zneimer
Councilmember	Diana Mahmud

**ABSENT**

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

Christina Muñoz, Deputy City Clerk, announced a quorum.

**CITY STAFF PRESENT:**

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

**Deputy City Manager Domenica Megerdichian requested to reorder Item 6 under Action/Discussion.**

**PUBLIC COMMENT**

In Person Public Comment:

None.

**CONSENT CALENDAR**

**1. APPROVAL OF MOBILE CRISIS PILOT PROGRAM AGREEMENT LETTER**

**Recommendation**

It is recommended that the City Council approve the San Gabriel Valley Council of Government (SGVCOG) Mobile Crisis Pilot Program Agreement Letter, in coordination with the adopted 2022 Legislative Platform.

**COUNCIL ACTION AND MOTION**

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

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

**ACTION/DISCUSSION**

**2. REVIEW OF RESIDENT REQUEST FOR ADDITION OF A SECOND CROSSING GUARD AT THE INTERSECTION OF HUNTINGTON DRIVE AND MARENGO AVENUE DURING THE 2022-2023 SCHOOL YEAR**

**Recommendation**

It is recommended that the City Council provide direction regarding the request for the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue during the 2022-2023 school year

Management Analyst, Alison Wehrle presented a PowerPoint on the Request for Addition of a Second Crossing Guard at Huntington Drive and Marengo Avenue.

Councilmember Zneimer recommended to hire a crossing guard in the meantime while they administered the engineering study at the intersection of Huntington Drive and Marengo Avenue and to engage with the PTA from the school to educate students about pedestrian safety.

Mayor Cacciotti recommended a Pilot Project.

Councilmember Mahmud is in favor of the Pilot Program. As part of the Mayor’s motion, she requested a development of policy recommendations from the Police Department.

Councilmember Primuth is in favor of establishing an additional cross guard to enforce traffic behavior and supports the Mayor’s recommendation on the Pilot Project.

Councilmember Zneimer supports the Mayor’s recommendation of a Pilot Program.

**In Person Public Comment:**

Alan Ehrlich is in support of the traffic study and advised Council to consider the High School’s start time change in regards to foot traffic.



Zoom Public Comment:

Ella Hushagen is in favor for the request of an additional crossing guard.

**COUNCIL ACTION AND MOTION**

A motion was made by Mayor Cacciotti, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 2, as a Pilot Project which would expire at the end of the 2022 – 2023 school year and it will be reviewed by public safety commission and/or Mobility and Infrastructure Commission (MTIC) with City Manager’s direction to make an informed decision prior to the next school year and to return with a Draft Crossing Guard Policy to establish criteria for replacement of crossing guards to all the surrounding schools along with traffic counts conducted. To qualify traffic engineering firm review and potential traffic engineering changes as noted by Council. The motion carried 4-0-1, by the following vote:

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

**3. CONTINUED DISCUSSION OF HOUSING ELEMENT COMMENT LETTER FROM THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND DIRECTION TO STAFF ON STRATEGIES**

**Recommendation**

It is recommended that the City Council receive a summary from staff on the Planning Commission’s discussion of strategies to address HCD’s comments and provide direction to staff.

Interim Deputy Director of Community Development, Liz Barro presented a PowerPoint on the Discussion of Housing Element HCD review letter and strategy direction (continued from 7/20/22).

Amy from Placeworks presented a PowerPoint on the strategy to address HCD Letter, sites inventory and constraints analysis.

Julie Cooper from Economics & Planning Systems, Inc. presented a PowerPoint on IHO Feasibility Studies

Councilmember Mahmud addressed the importance of community outreach and her concern about raising the height limit because there was insufficient information. Requested staff to potentially schedule a Special Election for this particular item.

Councilmember Zneimer requested to have a Community Meeting on the Housing Element. She echoed Councilmember Mahmud on conducting a Special Election in 2022 and 2024.

Both Mayor Cacciotti and Councilmember Primuth are in favor of revising it to 15%.

City Attorney, Andrew Jared stated that the issue about raising the 45-foot height limit back in 1983 by voter’s approval and it was revisited in 2020. Recommended Council to move forward with the program because if they do not increase the height limit then they would have to increase the one-zone community to multi-family.

In Person Public Comment:

Josh Albretkson spoke regarding his support with revisiting this item due to insufficient evidence.

Alan Ehrlich recommended Council to change the height limits for residential purposes and to conduct community outreach.

**Council is in support of the HCD. An action to eliminate the height limit and an environmental analysis to be provided.**

**4. CALTRANS SR 710 UNOCCUPIED SURPLUS PROPERTIES PRIORITIES 3 AND 4SP SOLICITATION LETTER**

**Recommendation**

It is recommended that the City Council:

1. Review the Caltrans SR 710 Unoccupied Surplus Properties Priorities 3 and 4SP Solicitation Letter received June 30, 2022 (Attachment 1); and
2. Direct City Manager to send response letters regarding the City’s interest to purchase unoccupied surplus properties listed as Priorities 3 and 4SP in the solicitation letter.

Planning Manager, Matt Chang introduces City Consultant Greg Honegger. Greg presented a PowerPoint on Caltrans Surplus Properties Priorities 3& 4SP.

In Person Public Comment:

None.

**COUNCIL ACTION AND MOTION**

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

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

**5. AWARD OF CONTRACTS TO MULTIPLE CONSULTANTS TO PROVIDE ON-CALL PROFESSIONAL SERVICES FOR PUBLIC WORKS PROJECTS & PROGRAMS**

**Recommendation**

It is recommended that the City Council:

1. Accept proposals from multiple vendors (consultants) to provide on-call professional services across twenty-nine (29) disciplines for Public Works projects and programs, and
2. Authorize the City Manager to execute Master Service Agreements with the Consultants.

Director of Public Works, Ted Gerber presented a PowerPoint of Public Works On-call Professional Services.

Councilmember Mahmud recommended to add standard provisions on the Master Agreement and to specify an Agreement Administrator for each task order and time performance.

Deputy City Manager, Domenica Megerdichian recently conducted an assessment in the Public Work’s department and it was presented and reviewed by the Council back in October 2021. There was a number of recruitments in process and growth opportunities.

In Person Public Comment:

Alan Ehrlich spoke in regarding his support for Public Works projects.

**COUNCIL ACTION AND MOTION**

**A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 5, as presented. The motion carried 4-0-1, by the following vote:**

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

**ACTION/DISCUSSION**

**6. UPDATE ON HUNTINGTON DRIVE GREEN STREET STORMWATER PROJECT**

**Recommendation**

It is recommended that the City Council and file a staff update on the Huntington Drive Green Street Stormwater Project.

Director of Public Works, Ted Gerber gave a presentation on Huntington Dr. Green Street Stormwater Project.

In Person Public Comment:

None

**Council’s direction was to initiate a public review process before submitting to Funding Application.**

**PUBLIC COMMENT – CONTINUED**

**7. CONTINUED PUBLIC COMMENT**

None.

**CLOSED SESSION ITEMS**

**A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION**

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

1. *City of South Pasadena v. California Department of Transportation* (LASC Case No. 21STCP01779)
2. *Californians for Homeownership, Inc. v. City of South Pasadena*, (LASC Case No. 22STCP01388)
3. *Californians for Homeownership, Inc. v. City of South Pasadena*, (LASC Case No. 22STCP01161)
4. *James Cheung v. South Pasadena* (Case No. 2:22-cv-01756-SVW-GJS)

**ADJOURNMENT**

There being no further matters, Mayor Cacciotti adjourned the Special Meeting of the City Council at 11:51 P.M. The City Council reconvened into closed session.

Respectfully submitted:

\_\_\_\_\_  
 Lucila Urzua  
 Deputy City Clerk

APPROVED:

\_\_\_\_\_  
 Jon Primuth  
 Mayor

ATTEST:

\_\_\_\_\_  
 Lucila Urzua  
 Deputy City Clerk

*Approved at City Council Meeting:*