



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AMENDED AGENDA

**SPECIAL MEETING
CLOSED SESSION**

**WEDNESDAY, JULY 19, 2023
5:30 P.M.**

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

Public Comment regarding items on the Closed Session Meeting agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council may convene Closed Session discussion of items allowed under the Government Code. Any reportable action taken in Closed Session will be reported by the City Attorney during the next Open Session meeting. A separate Zoom link will be provided for the Open Session for the public to attend.

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: <https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemoTms0RTIVUT09>; or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

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

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: 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)

B. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code Section 54945.9(d)(1))

- 1. Claimant: Shahid Abbas; Agency Claimed Against: City of South Pasadena

C. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

- 1. 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
- 2. 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. 773 Bonita Drive, APN 5310-021-902
 - i. 901 Bonita Drive, APN 5310-020-903
 - j. 885 Oneonta Drive, APN 5310-022-902; 5310-022-901; 5310-022-903
 - k. 1037 & 1039 Grevalia Avenue, APN 5315-012-903
 - l. 808 Valley View Road, APN 5310-020-901
 - m. 822 Valley View Road, APN 5310-020-902
 Agency Negotiator: Arminé Chaparyan, City Manager
 Negotiating Party: California Department of Transportation
 Under Negotiation: Price and Terms of Payment
- 3. Property Address: 913 Meridian Avenue
Agency 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 **July 19, 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.*

07/18/2023

/S/

Date

Mark Perez, Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**REGULAR MEETING
WEDNESDAY, JULY 19, 2023, AT 7:00 P.M.**

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

South Pasadena City Council Statement of Civility

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

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

CALL TO ORDER: Mayor Jon Primuth

ROLL CALL:

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

PLEDGE OF ALLEGIANCE: 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 – GROCERY OUTLET****4. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF JULY AS “PARK AND RECREATION MONTH” IN THE CITY OF SOUTH PASADENA****5. PRESENTATION OF AN UPDATE FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT BY GOVERNING BOARD VICE CHAIR MICHAEL CACCIOTTI****6. INSURANCE OVERVIEW PRESENTATION****CHANGES TO THE AGENDA****7. 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.

8. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$335,218.27; GENERAL CITY WARRANTS IN THE AMOUNT OF \$3,117,683.60; ONLINE PAYMENTS IN THE AMOUNT OF \$113,011.52; TRANSFERS IN THE AMOUNT OF \$180,000.00; PAYROLL IN THE AMOUNT OF \$813,134.81**

Recommendation

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

9. **MONTHLY INVESTMENT REPORTS FOR MAY 2023**

Recommendation

The Agenda Report has been prepared and will be provided next week pending review and approval.

10. **JULY 2022 – MAY 2023 BUDGET UPDATE**

Recommendation

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

11. **APPROVAL OF CITY COUNCIL MEETING MINUTES FOR JUNE 21, 2023 AND JUNE 28, 2023**

Recommendation

It is recommended that the City Council approve the minutes for the June 21, 2023, Regular City Council Meeting, June 21, 2023, Special Joint Meeting with the Finance Commission, June 28, 2023 Special Meeting, and the June 28, 2023 Special Joint Meeting with all City Commissions.

12. **APPROVAL OF THE REVISED 2023 CITY COUNCIL MEETING SCHEDULE**

Recommendation

It is recommended that the City Council approve the revised City Council meeting schedule for the 2023 calendar year.

13. **APPROVAL OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR VIDEO PRODUCTION SERVICES WITH STUDIO SPECTRUM, INC. FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$90,000 ANNUALLY.**

Recommendation

It is recommended that the City Council approve the Second Amendment to the Professional Services Agreement with Studio Spectrum, Inc., to increase the contract amount by \$4,000 for a total amount not to exceed \$90,000 annually and authorize the City Manager to execute the Second Amendment.

14. **ADOPT A RESOLUTION APPROVING A PURCHASE ORDER WITH DELL MARKETING, LP., IN THE AMOUNT NOT-TO-EXCEED OF \$75,000 FOR THE FIRST PHASE OF THE THREE-YEAR WORKSTATION REPLACEMENT PROGRAM, UTILIZING THE NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING A PURCHASE ORDER WITH DELL MARKETING, L.P., IN THE AMOUNT NOT TO EXCEED OF \$75,000 FOR THE FIRST PHASE OF THE THREE-YEAR WORKSTATION REPLACEMENT PROGRAM, UTILIZING THE NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM

Recommendation

It is recommended that the City Council adopt a resolution approving a purchase order with Dell Marketing, LP. in the amount not to exceed \$75,000, authorizing the use of the NASPO ValuePoint Cooperative Purchasing Program for the purchase and authorizing the City Manager to effectuate the purchase.

15. **APPROVAL OF A FIVE-YEAR AGREEMENT WITH SIRSIDYNIX FOR INTEGRATED LIBRARY SYSTEM SOFTWARE AND SERVICES FOR A TOTAL OF \$240,255.07, WITH OPTIONS TO EXTEND.**

Recommendation

It is recommended that the City Council approve a Master Agreement ("Agreement") with SirsiDynix to license Integrated Library System (ILS) software products and to provide related specialized professional services for an initial term of five (5) years in the amount of \$240,255.07.

16. **APPROVAL OF THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CITY MANAGER ARMINE CHAPARYAN**

Recommendation

It is recommended that the City Council approve the Third Amendment to the Employment Agreement and authorize the Mayor to sign the amendment.

17. **APPROVE THE MEMORANDUM OF AGREEMENT WITH PARTICIPATING AGENCIES REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA**

Recommendation

It is recommended that the City Council approve the Memorandum of Agreement with participating agencies regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program for the Upper Los Angeles River (ULAR) Watershed Management Area and authorize the City Manager to execute the agreement.

18. **RESOLUTION AUTHORIZING THE APPROVAL OF PLANS, DESIGNS AND SPECIFICATIONS WITH WORKING DETAILS FOR PUBLIC WORKS PROJECTS**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE APPROVAL OF PLANS, DESIGNS AND SPECIFICATIONS AND WORKING DETAILS FOR PUBLIC WORKS PROJECTS

Recommendation

It is recommended that the City Council adopt the Resolution authorizing the approval of plans, designs and specifications and working details for public works projects.

19. **APPROVAL OF AN AGREEMENT FOR LEGAL SERVICES WITH COLANTUONO, HIGHSMITH & WHATLEY, PC IN AN AMOUNT NOT TO EXCEED \$15,000 FOR SERVICES RELATED TO THE CITY ATTORNEY TRANSITION**

Recommendation

It is recommended that the City Council approve the Agreement for Legal Services and authorize the City Manager to execute the Agreement.

20. **APPROVAL OF AGREEMENT WITH MAVERICK NETWORKS INC., FOR THE INSTALLATION OF THE VOICE OVER INTERNET PROTOCOL (VOIP) SOFTWARE TELEPHONE SYSTEM RINGCENTRAL, FOR A FIVE-YEAR TERM**

Recommendation

It is recommended that the City Council:

1. Approve the Professional Services Statement of Work for Professional Services with Maverick Networks Inc., for the installation and implementation of the Voice Over Internet Protocol (VoIP) software telephone system RingCentral, in the amount not to exceed of \$40,000;
2. Authorize the use of the OMNIA Partners Purchasing Program pursuant to South Pasadena Municipal Code Section 2. 99-29(21) for the purchase of the Ring Central software telephone system finding that the purchase meets the requirements set forth therein;
3. Approve the agreement with RingCentral in the amount not to exceed, \$216,015, for a five-year term; and
4. Authorize the City Manager to execute the agreements and any other documents to effectuate the purchase.

21. **APPROVE THE THIRD AMENDMENT TO THE CONTRACT WITH RIGHT OF WAY, INC. TO EXTEND THE CONTRACT TERM TO JANUARY 31, 2024 AND INCREASE THE TOTAL NOT TO EXCEED AMOUNT TO \$115,000**

Recommendation

It is recommended that the City Council:

1. Approve the Third Amendment to the contract with Right of Way, Inc. to extend the term to January 31, 2024 and increase the maximum compensation by \$15,000, for a new not to exceed amount of \$115,000; and
2. Appropriate \$15,000 from Measure M Fund 236 into Public Works Measure M Contract Services Account No. 236-6010-6011-8180-000 for the rental of the K-rail equipment; and
3. Authorize the City Manager to execute the amendment.

22. **APPROVAL OF A TASK ORDER WITH AGA ENGINEERS, INC. FOR A TRAFFIC SAFETY ASSESSMENT OF MARENGO AVENUE**

Recommendation

It is recommended that the City Council:

1. Approve the Task Order with AGA Engineers, Inc. for a traffic safety assessment in the amount of \$43,900; and
2. Authorize the expenditure from the City's Public Works Measure R Professional Services Account No. 233-6010-6011-8170-000; and
3. Authorize the City Manager to execute the Task Order and any related documents.

23. ADOPT A RESOLUTION TO APPROVE PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PROGRAM

Recommendation

It is recommended that the City Council:

- 1. Adopt a Resolution to approve participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program;
- 2. Approve the Cooperation Agreement with the Los Angeles County Development Authority (LACDA); and
- 3. Authorize the Mayor or City Manager to execute the agreement.

24. APPROVE A FIRST AMENDMENT TO THE AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE POLICE DEPARTMENT ASSESSMENT AND ALLOCATE AND APPROPRIATE FUNDS IN THE AMOUNT OF \$10,000

Recommendation

It is recommended that the City Council:

- 1. Allocate and appropriate \$10,000 from the General Fund Account 101-0000- 0000-3200-000 to the Police Department Contract Services Account number 101-4010-4011-8180-000; and
- 2. Approve the First Amendment to the Professional Services Agreement with Raftelis Finance Consultants, Inc. and
- 3. Authorize the City Manager to execute the amendment.

25. APPROVAL OF AN AGREEMENT WITH GRANICUS, LLC FOR THE WEBSITE SYSTEM AND DESIGN PROJECT, INCLUDING LICENSES AND MAINTENANCE IN THE AMOUNT OF \$39,867.26

Recommendation

Staff recommends that the City Council approve the agreement with Granicus, LLC for Website Redesign services, and associated licensing and maintenance for a term of five (5) years, in the amount of \$39,867.26 with the option to extend for one additional year.

PUBLIC HEARING

26. PUBLIC HEARING TO CONFIRM CHARGES ASSESSED BY THE COUNTY OF LOS ANGELES DEPARTMENT OF AGRICULTURAL COMMISSIONER WEIGHTS AND MEASURES FOR THE ABATEMENT OF HAZARDOUS VEGETATION ON RESPECTIVE PARCELS OF UNIMPROVED PRIVATE PROPERTIES CONSTITUTING A FIRE HAZARD

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to object or receive an explanation of pending charges, confirm the charges set forth in the 2023 Los Angeles County Report on the Cost of Weed Abatement.

ACTION/DISCUSSION**27. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR JUNE 22, 2022, AND JULY 20, 2022**Recommendation

It is recommended that the City Council:

1. Approve the minutes for the June 22, 2022, Special Joint City Council Meeting (Commissioner Congress); and
2. Approve the minutes for the July 20, 2022, Regular City Council Meeting.

28. REVIEW OF THE HUNTINGTON DRIVE AND MARENGO AVENUE INTERSECTION SECOND CROSSING GUARD PILOT PROGRAM AND APPROVAL OF A CONTRACT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES IN AN AMOUNT NOT-TO-EXCEED \$330,008.40 FOR FISCAL YEAR 2023-2024Recommendation

It is recommended that the City Council:

1. Approve the continuation of a second crossing guard at Huntington Drive and Marengo Avenue;
2. Approve the contract with All City Management Services, Inc. for crossing guard services in an amount not to exceed \$330,008.40 for Fiscal Year 2023-2024 and authorize the City Manager to execute the contract; and
3. Approve the transfer of \$101,366.40 from General Fund reserves to the Account No. 101-4010-4011-8180 (Police Department-Contract Services) to fund the vendor's quoted "split shift" difference in cost for the crossing guard contract for FY 2023-2024.

29. APPROVAL OF A TASK ORDER WITH TOOLE DESIGN GROUP, LLC FOR TRANSPORTATION PLANNING SERVICES AS IT RELATES TO THE FREMONT AVENUE, HUNTINGTON DRIVE, AND FAIR OAKS AVENUE CORRIDORSRecommendation

It is recommended that the City Council:

1. Approve the Task Order with Toole Design Group, LLC, to conduct a comprehensive community transportation planning charrette design process in the amount of four hundred and thirty thousand, and four hundred seventy-three dollars. (\$430,473.00);
2. Appropriate \$300,000.00 from the City's Measure M Local Return Fund 236 into Public Works Measure M Professional Services Account No. 236-6010-6011- 8170-000, and appropriate \$130,473.00 from City's Measure R Local Return Fund 233 into Public Works Measure R Professional Services Account No. 233-6010- 6011-8170-000 for a total authorized expenditure of \$430,473.00 for this work; and
3. Authorize the City Manager to execute the Task Order and any related documents.

30. RESIDENTIAL SLOW STREETS INSTALLATIONRecommendation

It is recommended that the City Council review the Slow Streets Program as presented in the report and authorize City Staff to move forward with the installation of temporary Slow Streets Program equipment along the pre-selected residential streets, Hermosa Street, Grand Avenue, and Oak Street.

INFORMATIONAL REPORTS

31. FISCAL YEAR 2023 ECONOMIC DEVELOPMENT STRATEGY

Recommendation

It is recommended that the City Council receive and file the City's Fiscal Year 2023 Economic Development Strategy.

PUBLIC COMMENT – CONTINUED

32. 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

33. 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.

34. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

August 16, 2023	Regular City Council Meeting	7:00 P.M.
September 6, 2023	Special Joint City Council Meeting with Ad Hoc Facilities	7:00 P.M.
September 27, 2023	Special City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

www.southpasadenaca.gov/CityCouncilMeetings2023

Regular meetings are live streamed via the internet at:

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or cityclerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the

meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CERTIFICATION OF POSTING

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07/13/2023

/S/

Date

Mark Perez, Deputy City Clerk

PROCLAMATION



Proclamation Declaring the Month of July as "Park and Recreation Month" in the City of South Pasadena

- WHEREAS, Parks and recreation is an integral part of communities throughout this country, including the City of South Pasadena; and
- WHEREAS, Parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and
- WHEREAS, Parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's Disease; and
- WHEREAS, Parks and recreation encourages physical activities by providing space for popular sports, trails, and many other activities designed to promote active lifestyles; and
- WHEREAS, Parks and recreation is a leading provider of healthy meals, nutrition services and education; and
- WHEREAS, Parks and recreation programming and education activities, such as after school programming, youth sports, and environmental education, are critical to childhood development; and
- WHEREAS, Parks and recreation increases a community's economic prosperity through increased property values, expansion of local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- WHEREAS, Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and
- WHEREAS, The City of South Pasadena recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Jon Primuth, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim July as Parks and Recreation Month and in doing so, ask that residents use and enjoy its parks, trails, open space, facilities and recreational opportunities.

Jon Primuth, Mayor

7/19/2023
Date

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City Council Agenda Report

ITEM NO. 8

DATE: July 19, 2023

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

PREPARED BY: Hsiulee Tran, Deputy Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$335,218.27; General City Warrants in the Amount of \$3,117,683.60; Online Payments in the Amount of \$113,011.52; Transfers in the Amount of \$180,000.00; Payroll in the Amount of \$813,134.81**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 316845-316860	\$	44,052.00
ACH	\$	291,166.27
Voids	\$	0

General City Warrants:

Warrant # 316861-317059	\$	691,608.66
ACH	\$	2,426,074.94
Voids	\$	0

Payroll Period Ending: 06/15/2023 \$ 1,016.69

Payroll Period Ending: 06/23/2023 \$ 812,118.12

Wire Transfers Out – To (LAIF) \$ 0

Wire Transfers In – From (LAIF) \$ 0

Wire Transfers (RSA) \$ 0

Wire Transfers Out – To (Acct # 2413) \$ 180,000.00

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

Online Payments \$ 113,011.52

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total \$ 4,559,048.20

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Key Performance Indicators

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

Explanation of Terms

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

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

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

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

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

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

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

Approval of Warrants

July 19, 2023

Page 3 of 3

Attachments:

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

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ATTACHMENT 1
Warrant Summary

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

Fund No.	Date	7/19/2023	
		Amounts	
		Prepaid	Written
General Fund	101	49,962.07	713,502.41
Insurance Fund	103	-	1,530,413.16
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	38,268.13
Programs and Projects	107	-	12,057.76
Local Transit Return "A"	205	-	13,640.05
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	3,855.04
TEA/Metro	208	-	-
Sewer Fund	210	-	1,553.42
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	9,172.50
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	203,751.36
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	4,824.78
Housing Authority Fund	228	-	-
State Gas Tax	230	-	18,416.59
County Park Bond Fund	232	-	3,250.00
Measure R	233	-	-
Measure M	236	-	18,389.50
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	12,820.10
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	-	5,000.00
Sewer Capital Projects Fund	310	-	425,808.19
Water Fund	500	3,050.00	96,666.51
Water Efficiency Fund	503	-	4,967.45
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	266,265.60	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	14,190.60	1,326.65
			-
Column Totals:		<u>333,468.27</u>	<u>3,117,683.60</u>

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	1,750.00	-
RSA Report Totals:		<u>1,750.00</u>	<u>-</u>
City Report Totals:			<u>3,452,901.87</u>

Payroll Period Ending: 06/15/2023	1,016.69
Payroll Period Ending: 06/23/2023	812,118.12
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	180,000.00
Wire Transfer Out - To Acct. # 1936	-
Online Payments	113,011.52
Voids - Prepaid	-
Voids - General Warrant	-

Grand Report Total: 4,559,048.20

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: 07/13/2023 - 7:52AM



Check Number	Check Date	Amount
CSD3014 - Ca. State Disbursement Unit		
316845	06/14/2023	
Inv	PR 05.26.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2023	PR Batch 52623.05.2023 Garnishment Case # FAMSS-1406906	814.15
Inv PR 05.26.2023 Total		814.15
316845 Total:		814.15
CSD3014 - Ca. State Disbursement Unit Total:		
		814.15
CYNCLYTN - Clayton-Hyland, Cynthia		
316846	06/14/2023	
Inv	000776	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Summer Camp Med - Petting Zoo and Ponies	1,050.00
Inv 000776 Total		1,050.00
316846 Total:		1,050.00
CYNCLYTN - Clayton-Hyland, Cynthia Total:		
		1,050.00
LGNDHSPT - Legends Hospitality LLC		
316847	06/14/2023	
Inv	150	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	SC Tour to SOFi stadium	1,144.00
Inv 150 Total		1,144.00
316847 Total:		1,144.00
LGNDHSPT - Legends Hospitality LLC Total:		
		1,144.00
SSDV2018 - Sandoval, Sheila		
0	06/14/2023	

Check Number Check Date **Amount**

Inv PR 05.26.2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2023	PR Batch 52623.05.2023 - Garnishment	956.03
05/24/2023	PR Batch 52623.05.2023 - Garnishment	110.63

Inv PR 05.26.2023 Total 1,066.66

0 Total: 1,066.66

SSDV2018 - Sandoval, Sheila Total: 1,066.66

Total: 4,074.81

Accounts Payable

Check Detail

User: calvarez
 Printed: 07/13/2023 - 7:54AM



Check Number	Check Date	Amount
AMAZONCP - Amazon Capital Services, Inc.		
0	06/22/2023	
Inv	1N4T-WCK4-HVXQ	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Commission Congress Supplies	113.26
06/20/2023	Fourth Of July Event Supplies	3,032.77
06/20/2023	Recreation Supplies	157.27
Inv	1N4T-WCK4-HVXQ Total	3,303.30
0 Total:		3,303.30
AMAZONCP - Amazon Capital Services, Inc. Total:		3,303.30
AZTL1011 - Zavala, Jose Luis		
316853	06/22/2023	
Inv	SP002	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Summer Concerts in the Park Stage Package - June 2023.	1,525.00
Inv	SP002 Total	1,525.00
316853 Total:		1,525.00
AZTL1011 - Zavala, Jose Luis Total:		1,525.00
BALAMPGD - Potvin, Brian		
316852	06/22/2023	
Inv	2377	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	4th of July Opening Ceremony decorations	300.00
Inv	2377 Total	300.00
316852 Total:		300.00
BALAMPGD - Potvin, Brian Total:		300.00
DDL8010 - Dr. Detail Ph.D LLC		

Check Number	Check Date		Amount
0	06/22/2023		
Inv	2851		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/21/2023	4th of July Pressure Wash Community Room		325.00
Inv 2851 Total			325.00
Inv	2852		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/21/2023	4th of July Pressure Wash Deep Clean Gazebo Area		495.00
Inv 2852 Total			495.00
0 Total:			820.00
DDL8010 - Dr. Detail Ph.D LLC Total:			820.00
DPHL6710 - County of Los Angeles Public Health			
316849	06/22/2023		
Inv	IN271595		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/21/2023	Health Dept permit for Festival of Balloons		1,278.00
Inv IN271595 Total			1,278.00
316849 Total:			1,278.00
DPHL6710 - County of Los Angeles Public Health Total:			1,278.00
FLNTMVIS - Mavis, Flint			
316850	06/22/2023		
Inv	0625		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/21/2023	Concert in the Park performance for 6/25/23 - Hit me 90's		250.00
06/21/2023	Concert in the Park performance for 6/25/23 - Hit me 90's		1,500.00
Inv 0625 Total			1,750.00
316850 Total:			1,750.00
FLNTMVIS - Mavis, Flint Total:			1,750.00
MARBENTT - Bennett, Martin W.			
316848	06/22/2023		
Inv	06/21/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/21/2023	Concert in the Park performance 4th of July Festival of Balloons		1,500.00

Check Number	Check Date	Amount
Inv 06/21/2023 Total		1,500.00
316848 Total:		1,500.00
MARBENTT - Bennett, Martin W. Total:		1,500.00
MART8031 - SoSound Entertainment		
0	06/22/2023	
Inv IN-0158		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	June 25th Summer Concerts in the Park Sound Package.	2,150.00
Inv IN-0158 Total		2,150.00
Inv IN-0163		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	June 16, 2023 Summer Movies in the Park A/V Package.	2,600.00
Inv IN-0163 Total		2,600.00
0 Total:		4,750.00
MART8031 - SoSound Entertainment Total:		4,750.00
RBTMCIN - McClain, Robert W		
316851	06/22/2023	
Inv 07042023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Sound for parade route, community room park	1,285.00
Inv 07042023 Total		1,285.00
316851 Total:		1,285.00
RBTMCIN - McClain, Robert W Total:		1,285.00
Total:		16,511.30

Accounts Payable

Check Detail

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Check Number	Check Date	Amount
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	06/28/2023	
Inv	June 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 PART TIME ASSN. DUES / FEE	232.00
Inv June 2023 Total		232.00
0 Total:		232.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		232.00
CSD3014 - Ca. State Disbursement Unit		
316854	06/28/2023	
Inv	PR. 06.09.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 Garnishment Case # FAMSS-1406906.	814.15
Inv PR. 06.09.2023 Total		814.15
316854 Total:		814.15
CSD3014 - Ca. State Disbursement Unit Total:		814.15
ROTH6010 - Roth Staffing Companies, L.P.		
0	06/28/2023	
Inv	16017321	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/16/2023	Front Desk & Clerical Services for Finance W/E 06/11/2023.	1,433.46
Inv 16017321 Total		1,433.46
0 Total:		1,433.46
ROTH6010 - Roth Staffing Companies, L.P. Total:		1,433.46
SOU5230 - S.P.Firefighters L-3657		
0	06/28/2023	

Check Number	Check Date	Amount
Inv	June 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 FFA Fire Rec Fees	90.00
06/07/2023	PR Batch 60923.06.2023 Fire Assn. Insurance	177.42
06/07/2023	PR Batch 60923.06.2023 Firefighters 3657 - Union	1,675.00
Inv June 2023 Total		1,942.42
0 Total:		1,942.42
SOU5230 - S.P.Firefighters L-3657 Total:		1,942.42
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	06/28/2023	
Inv	June 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 SPPOA - Union Dues	3,683.55
06/07/2023	PR Batch 60923.06.2023 SPPOA Insurance	2,381.01
Inv June 2023 Total		6,064.56
0 Total:		6,064.56
SOU5435 - S.P. Police Officers Association Total:		6,064.56
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	06/28/2023	
Inv	June 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 SPPSEA - Union Dues	1,440.00
Inv June 2023 Total		1,440.00
0 Total:		1,440.00
SOU5451 - S.P. Public Service Employees Association Total:		1,440.00
SSDV2018 - Sandoval, Sheila		
0	06/28/2023	
Inv	PR. 06.09.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 - Garnishment	956.03
06/07/2023	PR Batch 60923.06.2023 - Garnishment	110.63
Inv PR. 06.09.2023 Total		1,066.66
0 Total:		1,066.66

Check Number	Check Date	Amount
SSDV2018 - Sandoval, Sheila Total:		1,066.66
SWRCB833 - State Water Resources Control Board		
0	06/28/2023	
Inv	D1702066	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Drinking Water Revolving Fund: D1702066 / 1910154-001C.	97,584.63
06/22/2023	Drinking Water Revolving Fund: D1702066 / 1910154-001C.	168,680.97
Inv D1702066 Total		266,265.60
0 Total:		266,265.60
SWRCB833 - State Water Resources Control Board Total:		266,265.60
URBA3011 - Urban Futures, Inc.		
316856	06/28/2023	
Inv	CD-2022-081	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/12/2023	Continuing Disclosure and Compliance Services - FY 2022 Reporting	3,050.00
05/21/2023	Continuing Disclosure and Compliance Services - FY 2022 Reporting	1,750.00
Inv CD-2022-081 Total		4,800.00
316856 Total:		4,800.00
URBA3011 - Urban Futures, Inc. Total:		4,800.00
VRMZ7000 - Munoz, Valerie		
316855	06/28/2023	
Inv	PR. 06.09.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PR Batch 60923.06.2023 - Garnishment	750.00
Inv PR. 06.09.2023 Total		750.00
316855 Total:		750.00
VRMZ7000 - Munoz, Valerie Total:		750.00
Total:		284,808.85

Accounts Payable

Check Detail

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Printed: 07/13/2023 - 7:56AM



Check Number	Check Date		Amount
MART8031 - SoSound Entertainment			
316859	07/04/2023		
Inv	IN-0161		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/15/2023	Billing for 2023 4th of July Sound Package		9,700.00
Inv IN-0161 Total			9,700.00
316859 Total:			9,700.00
MART8031 - SoSound Entertainment Total:			
			9,700.00
MJRI2950 - Magic Jump Rentals, Inc.			
316857	07/04/2023		
Inv	369483		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	4TH of July - Jumper, Obstacle Course, Castle		1,341.70
Inv 369483 Total			1,341.70
316857 Total:			1,341.70
MJRI2950 - Magic Jump Rentals, Inc. Total:			
			1,341.70
PYROSPEC - Pyro Spectaculars, Inc.			
316858	07/04/2023		
Inv	58604		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2023	Fourth of July Fireworks Display		15,000.00
Inv 58604 Total			15,000.00
316858 Total:			15,000.00
PYROSPEC - Pyro Spectaculars, Inc. Total:			
			15,000.00

Check Number Check Date

Amount

Total:	26,041.70
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Accounts Payable

Check Detail

User: calvarez
 Printed: 07/13/2023 - 8:00AM



Check Number	Check Date		Amount
BLSP8010 - Blackstone Publishing			
0	07/06/2023		
Inv	2104770		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/06/2023	Books/DVDs/CDs (Audiobooks)		844.61
Inv 2104770 Total			844.61
0 Total:			844.61
BLSP8010 - Blackstone Publishing Total:			844.61
CMRSFP - CMRS-FP			
316860	07/06/2023		
Inv	#600102810		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/22/2023	Funds for Library Postage machine		1,000.00
Inv #600102810 Total			1,000.00
316860 Total:			1,000.00
CMRSFP - CMRS-FP Total:			1,000.00
MCPSTI - Pusateri, Michele			
0	07/06/2023		
Inv	9600		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	May Pickle Ball Tuesday-Contract Class Instructor		500.50
Inv 9600 Total			500.50
Inv	9722		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	May Pickle Ball Wednesday-Contract Class Instructor		802.75
Inv 9722 Total			802.75
Inv	9725		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
06/29/2023	May Pickle Ball Saturday-Contract Class Instructor	633.75
Inv 9725 Total		633.75
0 Total:		1,937.00
MCPSTI - Pusateri, Michele Total:		1,937.00
Total:		3,781.61

ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: calvarez
 Printed: 07/13/2023 - 10:27AM



Check Number	Check Date		Amount
ABCBEE - ABC Bee Control			
316861	07/19/2023		
Inv	7366		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2022	Humane Bee Removal- 603 El Centro St		350.00
Inv 7366 Total			350.00
Inv	7383		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/06/2022	Humane Bee Removal-1131 Mound Ave		350.00
Inv 7383 Total			350.00
Inv	7390		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2022	Humane Bee Removal 1226 El Cerrito Circle		385.00
Inv 7390 Total			385.00
316861 Total:			1,085.00
ABCBEE - ABC Bee Control Total:			1,085.00
ACCOEG - ACCO Engineered Systems, Inc.			
316862	07/19/2023		
Inv	20381671		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Urgent Repair of HVAC system - Pelican Control at City Hall		1,836.13
Inv 20381671 Total			1,836.13
Inv	20385136		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Urgent Pelican HVAC control programing at City Hall.		858.65
Inv 20385136 Total			858.65
Inv	20396210		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Urgent Repair of HVAC system - Pelican Control at City Hall		2,386.00

Check Number	Check Date	Amount
Inv 20396210 Total		2,386.00
Inv 20408597		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Urgent Replacement Heater and Furnace at City Hall.	1,635.00
Inv 20408597 Total		1,635.00
Inv 20408874		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Repair of HVAC system - Pelican Control at City Hall	1,168.00
Inv 20408874 Total		1,168.00
Inv 20410890		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Replacement Heater and Furnace at City Hall.	1,304.00
Inv 20410890 Total		1,304.00
Inv 20410891		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Replacement Heater and Furnace at City Hall.	9,285.00
Inv 20410891 Total		9,285.00
Inv 20417103		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Repair of Cooling Tower at City Hall	853.00
Inv 20417103 Total		853.00
Inv 20419469		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Repair of Cooling Tower at City Hall	23,559.00
Inv 20419469 Total		23,559.00
Inv 20419505		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Repair of HVAC system - Pelican Control at City Hall	4,876.00
Inv 20419505 Total		4,876.00
Inv 20419506		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Urgent Repair of HVAC system - Pelican Control at City Hall	2,938.00
Inv 20419506 Total		2,938.00

Check Number	Check Date	Amount
316862 Total:		50,698.78
ACCOEG - ACCO Engineered Systems, Inc. Total:		50,698.78
ACMT2920 - All City Management Services, Inc.		
316864	07/19/2023	
Inv	86094	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Crossing Guard Services May 14-27, 2023	11,174.44
Inv	86094 Total	11,174.44
Inv	86432	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	School crossing guard services May 28-June 10	3,383.71
Inv	86432 Total	3,383.71
316864 Total:		14,558.15
ACMT2920 - All City Management Services, Inc. Total:		14,558.15
ADHA6116 - Herrera, Adam		
316948	07/19/2023	
Inv	6/11/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/11/2023 @ 6:43PM	26.86
Inv	6/11/2023 Total	26.86
Inv	6/2/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/02/2023 @ 2:05PM	26.86
Inv	6/2/2023 Total	26.86
Inv	6/24/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/24/23 @ 8:23AM	26.86
Inv	6/24/2023 Total	26.86
316948 Total:		80.58
ADHA6116 - Herrera, Adam Total:		80.58
ADTR5011 - Tregenza, Adam		

Check Number	Check Date		Amount
317036	07/19/2023		
Inv	06/14/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/14/2023	Fire - Driver Operator 1B Training		140.00
Inv 06/14/23 Total			140.00
317036 Total:			140.00
ADTR5011 - Tregenza, Adam Total:			140.00
AFLA7010 - AFLAC			
0	07/19/2023		
Inv	395271		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Payment for Employee Optional Insurance June 2023		1,326.65
Inv 395271 Total			1,326.65
0 Total:			1,326.65
AFLA7010 - AFLAC Total:			1,326.65
AIR6010 - Airgas USA LLC			
0	07/19/2023		
Inv	9993398279		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/30/2022	Annual Oxygen Supplies: FY2022-23		445.05
Inv 9993398279 Total			445.05
Inv	9994120215		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/31/2022	Annual Oxygen Supplies: FY2022-23		445.05
Inv 9994120215 Total			445.05
Inv	9994836083		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2023	Annual Oxygen Supplies: FY2022-23		445.05
Inv 9994836083 Total			445.05
Inv	9995557795		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2023	Annual Oxygen Supplies: FY2022-23		445.05
Inv 9995557795 Total			445.05

Check Number	Check Date	Amount
Inv 9996283180		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2023	Annual Oxygen Supplies: FY2022-23	445.05
Inv 9996283180 Total		445.05
Inv 9996995583		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2023	Annual Oxygen Supplies: FY2022-23	445.05
Inv 9996995583 Total		445.05
Inv 9997719020		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Annual Oxygen Supplies: FY2022-23	445.05
Inv 9997719020 Total		445.05
0 Total:		3,115.35
AIR6010 - Airgas USA LLC Total:		3,115.35
AIS0107 - Alliant Insurance Svcs, Inc.		
0 07/19/2023		
Inv W1726027		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/10/2023	Community Room Rental Insurance	103.53
Inv W1726027 Total		103.53
Inv W3925443		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2023	Community Room Rental Insurance	103.53
Inv W3925443 Total		103.53
Inv W3925456		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2023	Community Room Rental Insurance	216.58
Inv W3925456 Total		216.58
Inv W3925458		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2023	Community Room Rental Insurance	282.32
Inv W3925458 Total		282.32
Inv W3925463		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
03/23/2023		Community Room Rental Insurance	103.53
Inv W3925463		Total	103.53
Inv	W3925481		
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/20/2023		Community Room Rental Insurance	103.53
Inv W3925481		Total	103.53
Inv	W3925482		
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/21/2023		Community Room Rental Insurance	145.18
Inv W3925482		Total	145.18
Inv	W3925487		
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/04/2023		Community Room Rental Insurance	103.53
Inv W3925487		Total	103.53
Inv	W3925492		
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/15/2023		Community Room Rental Insurance	103.53
Inv W3925492		Total	103.53
Inv	W3925496		
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/18/2023		Community Room Rental Insurance	103.53
Inv W3925496		Total	103.53
Inv	W3925508		
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/31/2023		Community Room Rental Insurance	103.53
Inv W3925508		Total	103.53
0 Total:			1,472.32
AIS0107 - Alliant Insurance Svcs,Inc. Total:			1,472.32
ALH0179 - Alhambra Car Wash			
316863	07/19/2023		
Inv	May 2023		
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/09/2023		PD Car Washes May 2023	130.00

Check Number	Check Date	Amount
Inv May 2023 Total		130.00
		<hr/>
316863 Total:		130.00
		<hr/>
ALH0179 - Alhambra Car Wash Total:		130.00
ALL0197 - All Star Fire Equipment, Inc.		
316865	07/19/2023	
Inv 247278		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/28/2023	Fire Training Dummy for Rescue	4,641.53
Inv 247278 Total		4,641.53
Inv 247542		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/2023	Key Hoses and Bulldog Hi Combat Fire Hoses	9,655.92
Inv 247542 Total		9,655.92
		<hr/>
316865 Total:		14,297.45
		<hr/>
ALL0197 - All Star Fire Equipment, Inc. Total:		14,297.45
ALPD4010 - City of Alhambra Police Department		
316908	07/19/2023	
Inv 05/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Inmate housing for May 2023	3,784.00
Inv 05/2023 Total		3,784.00
		<hr/>
316908 Total:		3,784.00
		<hr/>
ALPD4010 - City of Alhambra Police Department Total:		3,784.00
AMAZONCP - Amazon Capital Services, Inc.		
0	07/19/2023	
Inv 119G-17J4-P1D4		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Fourth of July event supplies	33.76
06/27/2023	Commission Name Plates	261.86
Inv 119G-17J4-P1D4 Total		295.62
Inv 14CL-L3K3-LM9K		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
06/27/2023	Camp Med supplies	73.80
06/27/2023	Commision Congress supplies	57.04
06/27/2023	Fourth of July event supplies	47.86
Inv 14CL-L3K3-LM9K Total		178.70
Inv 16HR-T7QJ-JFVN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/19/2023	4 Apple iPads and Accessories	2,175.23
Inv 16HR-T7QJ-JFVN Total		2,175.23
Inv 16TH-93RL-XYQ1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Camp Med Supplies	1,913.15
Inv 16TH-93RL-XYQ1 Total		1,913.15
Inv 19DQ-16K9-RRH1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	Office Supplies	183.10
Inv 19DQ-16K9-RRH1 Total		183.10
Inv 19NK-X6FL-HX9N		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/19/2023	HEPA filters	110.24
Inv 19NK-X6FL-HX9N Total		110.24
Inv 1D1G-RFCY-QYGV		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Camp Med Supplies	1,527.66
Inv 1D1G-RFCY-QYGV Total		1,527.66
Inv 1GTX-MTFD-P9R1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/30/2023	Fuel door spring unit #1201	18.08
Inv 1GTX-MTFD-P9R1 Total		18.08
Inv 1KMH-RGDG-HTYH		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	NREC Commissioner Nameplates	100.22
06/28/2023	MTIC Commissioner Nameplates	71.61
06/28/2023	PW Commissioner Nameplates	71.61
Inv 1KMH-RGDG-HTYH Total		243.44
Inv 1PMT-NY76-JQNQ		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
06/27/2023		Fourth of July supplies	757.05
06/27/2023		Camp Med supplies	172.72
Inv 1PMT-NY76-JQNQ Total			929.77
Inv 1T11-X37M-WM9M			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/30/2023		PD Office supplies	286.91
Inv 1T11-X37M-WM9M Total			286.91
Inv 1TKP-113X-J6P4			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/19/2023		Range supplies	360.48
Inv 1TKP-113X-J6P4 Total			360.48
Inv 1VNG-NKJD-LMRC			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/28/2023		Credit Memo for CSD	-29.42
Inv 1VNG-NKJD-LMRC Total			-29.42
0 Total:			8,192.96
AMAZONCP - Amazon Capital Services, Inc. Total:			8,192.96
AMDA6710 - Almeda, Jose L.			
316866	07/19/2023		
Inv	6/22/2023		
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/29/2023		Mileage Reimbursement - 06/22/2023 @ 9:30 PM	17.29
Inv 6/22/2023 Total			17.29
316866 Total:			17.29
AMDA6710 - Almeda, Jose L. Total:			17.29
AMFLRMAT - American Floor Mats			
316867	07/19/2023		
Inv	1616090		
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/08/2023		Rubber floor mats for PD	422.91
Inv 1616090 Total			422.91
316867 Total:			422.91

Check Number	Check Date		Amount
AMFLRMAT - American Floor Mats Total:			422.91
ANCR8020 - Corrao, Anthony			
316913	07/19/2023		
Inv	05312023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2023	Fire - Reimbursement for Anthony Corrao, Paramedic License Fee		250.00
Inv 05312023 Total			250.00
316913 Total:			250.00
ANCR8020 - Corrao, Anthony Total:			250.00
ANTLAGRP - Annealta Group			
316868	07/19/2023		
Inv	2762		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2023	Street Improvement Program Management March 2023		4,090.00
Inv 2762 Total			4,090.00
Inv	2790		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2023	Street Improvement Program Management April 2023		3,364.50
Inv 2790 Total			3,364.50
Inv	2826		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2022	Street Improvement Program Management May 2023		4,050.00
Inv 2826 Total			4,050.00
Inv	2846		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	Street Improvement Program Management		6,885.00
Inv 2846 Total			6,885.00
316868 Total:			18,389.50
ANTLAGRP - Annealta Group Total:			18,389.50
APEXPP - Apex Protection Project			
316869	07/19/2023		

Check Number	Check Date		Amount
Inv 001			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	In-House Activity for Camp Med Summer Camp		600.00
Inv 001 Total			600.00
316869 Total:			600.00
APEXPP - Apex Protection Project Total:			600.00
ASBRNDO - Birondo, Ashley			
316884	07/19/2023		
Inv 132751			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Refund of Gazebo reservation at 50% requested 7 days prior.		45.00
Inv 132751 Total			45.00
316884 Total:			45.00
ASBRNDO - Birondo, Ashley Total:			45.00
ASCAP - ASCAP			
316872	07/19/2023		
Inv 500602714			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	Music license fee.		22.08
Inv 500602714 Total			22.08
316872 Total:			22.08
ASCAP - ASCAP Total:			22.08
AT&T5006 - AT&T			
316874	07/19/2023		
Inv 130464796			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/17/2023	AN 130464796 Services for 6/18/23 - 7/17/23		90.24
Inv 130464796 Total			90.24
316874 Total:			90.24
AT&T5006 - AT&T Total:			90.24

AT&T5011 - AT&T

316875 07/19/2023

Inv 24813461002105

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	AN 24813461002105 Services for 6/1/23 through 6/30/23	10.00

Inv 24813461002105 Total 10.00

Inv 33184107563432

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	AN 33184107563432 Services for 6/7/23 through 7/6/23	32.06

Inv 33184107563432 Total 32.06

Inv 33184108023436

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	AN 33184108023436 Services for 6/7/23 through 7/6/23	32.13

Inv 33184108023436 Total 32.13

Inv 62644164973570

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	AN626 441-6497 3570 Services for 6/13/23 through 7/12/23	1,100.12

Inv 62644164973570 Total 1,100.12

316875 Total: 1,174.31

AT&T5011 - AT&T Total: 1,174.31

ATCN9011 - AT&T

316876 07/19/2023

Inv 000020123076

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	BAN 9391062308 Services for 5/20/23 - 6/19/23	17,295.40

Inv 000020123076 Total 17,295.40

Inv 000020123402

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	BAN 9391081369 Services for 5/20/23 - 6/19/23	61.41

Inv 000020123402 Total 61.41

Inv 000020145260

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	BAN 9391036943 Services for 5/27/23 - 6/26/23	1,384.67

Inv 000020145260 Total 1,384.67

Check Number	Check Date	Amount
316876 Total:		18,741.48
ATCN9011 - AT&T Total:		18,741.48
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo		
0	07/19/2023	
Inv	684120	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Personnel Matters	359.60
Inv 684120 Total		359.60
0 Total:		359.60
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:		359.60
ATSS6010 - Athens Services		
316878	07/19/2023	
Inv	12332858	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Post Clean up for Hazardous waste Removal at PW Yard Stoney Dr.	1,691.36
Inv 12332858 Total		1,691.36
Inv	14572436	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Mission Meridian Parking Garage Sweeping Services May 2023	840.70
Inv 14572436 Total		840.70
Inv	14572437	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	City Wide Bus Barrel Pickup Refuse Collection May 2023	2,418.33
Inv 14572437 Total		2,418.33
316878 Total:		4,950.39
ATSS6010 - Athens Services Total:		4,950.39
BAK0369 - Baker & Taylor Books		
0	07/19/2023	
Inv	2037493332	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	Library Books	622.82
Inv 2037493332 Total		622.82

Check Number	Check Date	Amount
Inv	2037498740	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/23/2023	Library Books	199.72
Inv 2037498740 Total		199.72
Inv	2037581296	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Library Books	31.23
Inv 2037581296 Total		31.23
0 Total:		853.77
BAK0369 - Baker & Taylor Books Total:		853.77
BAK9999 - Baker & Taylor Inc.		
0	07/19/2023	
Inv	NS23060096	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Renewal of TS360 Services	2,194.50
Inv NS23060096 Total		2,194.50
0 Total:		2,194.50
BAK9999 - Baker & Taylor Inc. Total:		2,194.50
BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra		
316887	07/19/2023	
Inv	436907	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2023	Repairs to Unit # 1908 - Control arm, ABS, traction control	1,596.38
Inv 436907 Total		1,596.38
316887 Total:		1,596.38
BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra Total:		1,596.38
BFTLP - BFT, LP		
316883	07/19/2023	
Inv	43232633	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Reusable Balloon Custom 4 Stem Light Pole Kit	3,241.35

Check Number	Check Date	Amount
Inv 43232633 Total		3,241.35
		<hr/>
316883 Total:		3,241.35
		<hr/>
BFTLP - BFT, LP Total:		3,241.35
BRDE6710 - Bardales Jr., Luis		
316881	07/19/2023	
Inv 6/11/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/11/23 @ 2:10PM	14.54
Inv 6/11/2023 Total		14.54
		<hr/>
316881 Total:		14.54
		<hr/>
BRDE6710 - Bardales Jr., Luis Total:		14.54
BRMR8267 - BRIT West Soccer		
316888	07/19/2023	
Inv 10050		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Tiny Pros SA (2-3.5) - Contract Class Instructor	750.10
Inv 10050 Total		750.10
Inv 10054		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Tiny Pros SA (3.5-5) - Contract Class Instructor	887.25
Inv 10054 Total		887.25
Inv 10071		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Club Pros SA (5-7)-Contract Class Instructor	614.25
Inv 10071 Total		614.25
Inv 10075		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Club Pros SA (7-12)-Contract Class Instructor	136.50
Inv 10075 Total		136.50
		<hr/>
316888 Total:		2,388.10
		<hr/>
BRMR8267 - BRIT West Soccer Total:		2,388.10

BRO4011 - Brownells

316889	07/19/2023	
Inv	2023410432164	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Range equipment	615.13
Inv 2023410432164 Total		615.13
316889 Total:		615.13

BRO4011 - Brownells Total:

615.13

BRTBAG - Bagley, Britney

316879	07/19/2023	
Inv	132467	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Request refund for super soccer stars.	138.00
Inv 132467 Total		138.00
316879 Total:		138.00

BRTBAG - Bagley, Britney Total:

138.00

BSHL6710 - Base Hill, Inc., dba Jan Point

0	07/19/2023	
Inv	22956	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/25/2023	Citywide Janitorial Services: April 2023	1,000.00
04/25/2023	Citywide Janitorial Services: April 2023	14,985.00
04/25/2023	Citywide Janitorial Services: April 2023	900.00
Inv 22956 Total		16,885.00
Inv	23078	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/25/2023	Citywide Janitorial Services: May 2023	1,000.00
05/25/2022	Citywide Janitorial Services: May 2023	14,985.00
05/25/2023	Citywide Janitorial Services: May 2023	900.00
Inv 23078 Total		16,885.00
Inv	23092	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/30/2023	Citywide Janitorial Services: May 2023	140.00
Inv 23092 Total		140.00

Check Number	Check Date	Amount
0 Total:		33,910.00
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		33,910.00
BT4U8180 - Revolution Foods, PBC		
317002	07/19/2023	
Inv	0423-C002798	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	April 2023 Senior Meal Program catering	4,634.40
Inv 0423-C002798 Total		4,634.40
Inv	0523-C002798	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	Senior Meal Catering for May 2023	5,931.60
Inv 0523-C002798 Total		5,931.60
317002 Total:		10,566.00
BT4U8180 - Revolution Foods, PBC Total:		10,566.00
CAEN9297 - Carollo Engineers, Inc.		
0	07/19/2023	
Inv	FB34267	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Mission Bell Hydraulic Model Report Revision	747.00
Inv FB34267 Total		747.00
0 Total:		747.00
CAEN9297 - Carollo Engineers, Inc. Total:		747.00
CAJPIA - California Joint Powers Insurance Authority		
0	07/19/2023	
Inv	GLRETDEP2023134	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	CJPIA - Retro Adjustment	581,566.50
07/12/2023	CJPIA - Retro Adjustment	907,718.50
Inv GLRETDEP2023134 Total		1,489,285.00
0 Total:		1,489,285.00
CAJPIA - California Joint Powers Insurance Authority Total:		1,489,285.00

CAL5236 - CA Linen Services

316893	07/19/2023	
Inv	2124322	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	Fire Department Linen Rental and Cleaning Services: FY22-23	105.53
Inv 2124322 Total		105.53
Inv	2127920	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Fire Department Linen Rental and Cleaning Services: FY22-23	104.31
Inv 2127920 Total		104.31
Inv	2130990	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Fire Department Linen Rental and Cleaning Services: FY22-23	120.67
Inv 2130990 Total		120.67
Inv	2133631	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Fire Department Linen Rental and Cleaning Services: FY22-23	110.40
Inv 2133631 Total		110.40
316893 Total:		440.91

CAL5236 - CA Linen Services Total:

440.91

CAL6695 - California American Water

316895	07/19/2023	
Inv	3/18/23-4/21/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Wilson Well Water Service Fee April 2023	62.39
Inv 3/18/23-4/21/23 Total		62.39
316895 Total:		62.39

CAL6695 - California American Water Total:

62.39

CALB4011 - Calibre Press

316894	07/19/2023	
Inv	78020	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Reading People Training Course for Det. Valdez	199.00

Check Number	Check Date		Amount
Inv 78020 Total			199.00
Inv 78022			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Reading People Training Course for Sgt. Ronnie And Officer Kim		398.00
Inv 78022 Total			398.00
			<hr/>
316894 Total:			597.00
			<hr/>
CALB4011 - Calibre Press Total:			597.00
CAMERPL - California Metro Patrol & EMS, Inc.			
316897	07/19/2023		
Inv 3549			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/02/2023	Security Services at City Hall: 05/22-06/02/23		2,877.70
Inv 3549 Total			2,877.70
Inv 3788			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/16/2023	Security Services at City Hall: 06/05-06/16/23		3,288.80
Inv 3788 Total			3,288.80
			<hr/>
316897 Total:			6,166.50
			<hr/>
CAMERPL - California Metro Patrol & EMS, Inc. Total:			6,166.50
CAN0607 - Cantu Graphics Inc.			
316899	07/19/2023		
Inv 21550			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/25/2023	Business Cards - Councilmember Jack Donovan		38.53
Inv 21550 Total			38.53
Inv 21554			
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/11/2023	Passport South Pasadena Promotional Materials		446.51
Inv 21554 Total			446.51
Inv 21570			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/09/2023	Traffic safety signage		496.13
Inv 21570 Total			496.13

Check Number	Check Date	Amount
Inv 21576		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Summer Concerts Flyer	243.65
Inv 21576 Total		243.65
Inv 21580		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Summer Concerts Flyer	233.73
Inv 21580 Total		233.73
Inv 21581		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Fire - Brush violation and Fire permit forms	771.75
Inv 21581 Total		771.75
Inv 21582		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Reproduce Proclamation Paper	101.82
Inv 21582 Total		101.82
Inv 21583		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Electric Leaf Blower Event - Banners, Signs, Inserts,Direct Mail	2,866.50
Inv 21583 Total		2,866.50
Inv 21584		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/13/2023	Electric Leaf Blower Event - Banners, Signs, Inserts,Direct Mail	2,442.00
Inv 21584 Total		2,442.00
Inv 21586		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Electric Leaf Blower Event - Banners, Signs, Inserts,Direct Mail	275.63
Inv 21586 Total		275.63
Inv 21588		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Electric Leaf Blower Event - Banners, Signs, Inserts,Direct Mail	165.38
Inv 21588 Total		165.38
Inv 21589		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
06/14/2023		Electric Leaf Blower Event - Banners, Signs, Inserts,Direct Mail	2,182.95
Inv 21589 Total			2,182.95
Inv 21604			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/12/2023		Summer Concerts Stage Banner	70.56
Inv 21604 Total			70.56
Inv 21610			
<u>Line Item Date</u>		<u>Line Item Description</u>	
04/27/2023		Fire - EOP Emergency operations Plan	868.92
Inv 21610 Total			868.92
316899 Total:			11,204.06
CAN0607 - Cantu Graphics Inc. Total:			11,204.06
CCCA2010 - CA Contract Cities Association			
316892	07/19/2023		
Inv 3858			
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/11/2023		California Contract Cities Annual Membership FY 23/24	4,000.00
Inv 3858 Total			4,000.00
316892 Total:			4,000.00
CCCA2010 - CA Contract Cities Association Total:			4,000.00
CHE6010 - Chem Pro Laboratory, Inc.			
316901	07/19/2023		
Inv IN115539			
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/01/2023		Monthly cleaning and treatment of City cooling towe-June 2023	153.00
Inv IN115539 Total			153.00
316901 Total:			153.00
CHE6010 - Chem Pro Laboratory, Inc. Total:			153.00
CHNLSASS - Chris Nelson & Associates, Inc.			
316905	07/19/2023		

Check Number	Check Date	Amount
Inv 3544		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Hanscom Exterior Boundary Monumentation & Record of Survey	15,595.00
Inv 3544 Total		15,595.00
316905 Total:		15,595.00
CHNLSASS - Chris Nelson & Associates, Inc. Total:		15,595.00
CHWP2010 - Colantuono,Highsmith & Whatley,PC		
0	07/19/2023	
Inv 56445		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	General Services - Litigation May 2023	10,000.00
Inv 56445 Total		10,000.00
Inv 56446		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Labor and Employment - Litigation May 2023	857.50
Inv 56446 Total		857.50
Inv 56447		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	245.00
Inv 56447 Total		245.00
Inv 56448		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Water and Utilities - Litigation May 2023	1,029.00
Inv 56448 Total		1,029.00
Inv 56449		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Special Projects - Litigation May 2023	19,597.50
Inv 56449 Total		19,597.50
Inv 56450		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	1,127.00
Inv 56450 Total		1,127.00
Inv 56451		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
06/15/2023	Litigation May 2023	122.50
Inv 56451 Total		122.50
Inv 56452		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	5,441.00
Inv 56452 Total		5,441.00
Inv 56453		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	1,125.25
Inv 56453 Total		1,125.25
Inv 56454		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	5.00
Inv 56454 Total		5.00
Inv 56455		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	190.50
Inv 56455 Total		190.50
Inv 56456		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	788.95
Inv 56456 Total		788.95
Inv 56457		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	5,145.00
Inv 56457 Total		5,145.00
Inv 56458		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	588.00
Inv 56458 Total		588.00
Inv 56459		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	220.50
Inv 56459 Total		220.50

Check Number	Check Date	Amount
Inv 56460		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Public Records Requests - Litigation May 2023	5,792.50
Inv 56460 Total		5,792.50
Inv 56461		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Public Records Requests - Litigation May 2023	269.50
Inv 56461 Total		269.50
Inv 56462		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Litigation May 2023	2,158.00
Inv 56462 Total		2,158.00
Inv 56863		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	SCE Coalition June 2023	553.00
Inv 56863 Total		553.00
0 Total:		55,255.70
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:		55,255.70
CIN4011 - AT&T Mobility		
316877	07/19/2023	
Inv 287288006612		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/02/2023	AN 287288006612X06102023 Citywide Cell Phone 5/3/23 - 6/2/23	2,341.54
Inv 287288006612 Total		2,341.54
Inv 287312118886		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/02/2023	AN 287312118886 Citywide Cell Phones 5/3/23 - 6/2/23	2,646.79
Inv 287312118886 Total		2,646.79
316877 Total:		4,988.33
CIN4011 - AT&T Mobility Total:		4,988.33
CINTAS - Cintas Corporation		
316906	07/19/2023	

Inv 2000046583

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/2023	Confined Space Safety Training for PW Department Field Staff	130.52
05/15/2023	Confined Space Safety Training for PW Department Field Staff	130.52
05/15/2023	Confined Space Safety Training for PW Department Field Staff	130.52
05/15/2023	Confined Space Safety Training for PW Department Field Staff	130.52
05/15/2023	Confined Space Safety Training for PW Department Field Staff	130.52
05/15/2023	Confined Space Safety Training for PW Department Field Staff	130.52

Inv 2000046583 Total 783.12

Inv 4156213812

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	Uniform Cleaning Services - 5/22/2023	15.54
05/22/2023	Uniform Cleaning Services - 5/22/2023	12.84
05/22/2023	Uniform Cleaning Services - 5/22/2023	6.42
05/22/2023	Uniform Cleaning Services - 5/22/2023	36.28
05/22/2023	Uniform Cleaning Services - 5/22/2023	17.29
05/22/2023	Uniform Cleaning Services - 5/22/2023	44.20

Inv 4156213812 Total 132.57

Inv 4156799297

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2023	Uniform Cleaning Services - 5/26/2023	17.29
05/26/2023	Uniform Cleaning Services - 5/26/2023	36.28
05/26/2023	Uniform Cleaning Services - 5/26/2023	6.42
05/26/2023	Uniform Cleaning Services - 5/26/2023	12.84
05/26/2023	Uniform Cleaning Services - 5/26/2023	44.20
05/26/2023	Uniform Cleaning Services - 5/26/2023	15.54

Inv 4156799297 Total 132.57

Inv 4158284748

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Uniform Cleaning Services - 6/12/2023	15.54
06/12/2023	Uniform Cleaning Services -6/12/2023	36.28
06/12/2023	Uniform Cleaning Services - 6/12/2023	17.29
06/12/2023	Uniform Cleaning Services - 6/12/2023	6.42
06/12/2023	Uniform Cleaning Services - 6/12/2023	44.55
06/12/2023	Uniform Cleaning Services - 6/12/2023	12.84

Inv 4158284748 Total 132.92

Inv 5164077095

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	June First Aid Cabinet - FY2022-2023	57.89

Inv 5164077095 Total 57.89

Inv 9221801271

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2023	Public Works Yard Wall Eye Wash Station for Paint Garage	110.25

Check Number	Check Date	Amount
Inv 9221801271 Total		110.25
Inv 9221801279		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2023	Public Works Yard Wall Eye Wash Rack at Service Yard	330.75
Inv 9221801279 Total		330.75
Inv 9225948866		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	AED Monthly Servicing June- FY2022-2023	153.25
Inv 9225948866 Total		153.25
316906 Total:		1,833.32
CINTAS - Cintas Corporation Total:		1,833.32
CIV2123 - CivicStone, LLC		
0 07/19/2023		
Inv 2018-221		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Caltrans Housing Consultant - May 2023	1,622.50
Inv 2018-221 Total		1,622.50
0 Total:		1,622.50
CIV2123 - CivicStone, LLC Total:		1,622.50
CLA8011 - California Library Association		
316896 07/19/2023		
Inv 300012721		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	Institutional Membership	600.00
Inv 300012721 Total		600.00
316896 Total:		600.00
CLA8011 - California Library Association Total:		600.00
CLMA8032 - City of La Mirada		
316909 07/19/2023		
Inv 56080277		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
06/29/2023		Summer Camp Med Field Trip to La Mirada Aquatic Center.	1,820.00
		Inv 56080277 Total	1,820.00
316909 Total:			1,820.00
CLMA8032 - City of La Mirada Total:			1,820.00
CNPO4011 - Pacheco, Cynthia			
316986	07/19/2023		
		Inv 06/05-06/07/23	
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/22/2023	Tactical Dispatching Training Reimbursement for Pa Pacheco		67.41
06/22/2023	Tactical Dispatching Training Reimbursement for Pa Pacheco		76.01
		Inv 06/05-06/07/23 Total	143.42
316986 Total:			143.42
CNPO4011 - Pacheco, Cynthia Total:			143.42
COBR7131 - The Advantage Group			
0	07/19/2023		
		Inv 158697	
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	HRA Administration Fee - June		312.00
		Inv 158697 Total	312.00
0 Total:			312.00
COBR7131 - The Advantage Group Total:			312.00
CONYEE - Yee, Connie			
0	07/19/2023		
		Inv 10253	
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	June Functional Fitness Walk- In - Contarct Class Instructor		168.00
		Inv 10253 Total	168.00
0 Total:			168.00
CONYEE - Yee, Connie Total:			168.00
CPC4011 - California Police Chiefs Association			

Check Number	Check Date		Amount
316898	07/19/2023		
Inv 2157			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2023	CPCA Associate Annual Membership for Lieutenant Jacobs		155.00
Inv 2157 Total			155.00
316898 Total:			155.00
CPC4011 - California Police Chiefs Association Total:			155.00
CPR0551 - CPRS District XIII			
316915	07/19/2023		
Inv CPRS D121 Event			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Summer Recreation Leader Training. 10 staff attendance.		250.00
Inv CPRS D121 Event Total			250.00
316915 Total:			250.00
CPR0551 - CPRS District XIII Total:			250.00
CRHY8067 - Hartney, Corey			
0	07/19/2023		
Inv 10081			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Basketball Intermediate - Contract Class Instructor		299.00
Inv 10081 Total			299.00
Inv 10083			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Basketball Beginner - Contract Class Instructor		598.00
Inv 10083 Total			598.00
0 Total:			897.00
CRHY8067 - Hartney, Corey Total:			897.00
CRSR2010 - Corodata Shredding Inc.			
0	07/19/2023		
Inv DN 1414011			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2023	Shredding - Oxley St/Library/Mission St. - May 2023 AN SD04110		175.56
Inv DN 1414011 Total			175.56

Check Number	Check Date	Amount
0 Total:		175.56
CRSR2010 - Corodata Shredding Inc. Total:		175.56
CSAC2012 - Public Risk, Innovation, Solutions, and Management		
0	07/19/2023	
Inv	23401018	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2023	Employee Assistance Program - Qtrly Pymt - April-June 2023	1,411.59
Inv 23401018 Total		1,411.59
0 Total:		1,411.59
CSAC2012 - Public Risk, Innovation, Solutions, and Management Total:		1,411.59
CSGFRTE - CSG Forte Payments, Inc.		
316916	07/19/2023	
Inv	1535199	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	CSD- Credit card processing card reader	399.60
Inv 1535199 Total		399.60
316916 Total:		399.60
CSGFRTE - CSG Forte Payments, Inc. Total:		399.60
CTCTCH - CTC Technology & Energy		
316917	07/19/2023	
Inv	23340090	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/09/2023	CENIC WI-FI and CENIC Broadband FY 2022-23	2,421.94
Inv 23340090 Total		2,421.94
316917 Total:		2,421.94
CTCTCH - CTC Technology & Energy Total:		2,421.94
CTLAZOO - City of Los Angeles - Los Angeles Zoo Department		
316910	07/19/2023	
Inv	ADM23000159	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Camp med summer camp Field Trip to the LA zoo 6/14.	1,449.00

Check Number	Check Date		Amount
		Inv ADM23000159 Total	1,449.00
		316910 Total:	1,449.00
CTLAZOO - City of Los Angeles - Los Angeles Zoo Department Total:			1,449.00
CUR7778 - L.N. Curtis & Sons			
316962	07/19/2023		
		Inv INV706603	
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/19/2023		Fire Department - 2 Turnout Coats and 2 Turnout Pants.	6,796.71
		Inv INV706603 Total	6,796.71
		Inv INV710696	
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/22/2023		Fire Department - Medium, Large, and XLarge Gloves	2,778.80
		Inv INV710696 Total	2,778.80
		316962 Total:	9,575.51
CUR7778 - L.N. Curtis & Sons Total:			9,575.51
DABN8267 - Bohan, Diana 101-8030-8021-8267-000			
0	07/19/2023		
		Inv 10273	
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/03/2023		June monthly Yoga - Contarct Class Instructor	200.80
		Inv 10273 Total	200.80
		Inv 10274	
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/03/2023		June Walk-In Yoga - Contarct Class Instructor	80.00
		Inv 10274 Total	80.00
		0 Total:	280.80
DABN8267 - Bohan, Diana Total:			280.80
DARL7000 - Russell, Diana			
317007	07/19/2023		
		Inv 06/05-06/07/23	
<u>Line Item Date</u>		<u>Line Item Description</u>	

Check Number	Check Date	Amount
06/22/2023	Tactical Dispatching Training Reimbursement for Pa Russell	316.01
06/22/2023	Tactical Dispatching Training Reimbursement for Pa Russell	77.91
Inv 06/05-06/07/23 Total		393.92
317007 Total:		393.92
DARL7000 - Russell, Diana Total:		393.92
DDL8010 - Dr. Detail Ph.D LLC		
0	07/19/2023	
Inv	2841	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Dial-A-Ride Fleet Washing and Santizing May 2023	540.00
Inv 2841 Total		540.00
0 Total:		540.00
DDL8010 - Dr. Detail Ph.D LLC Total:		540.00
DEL4000 - Dell Marketing L.P.		
0	07/19/2023	
Inv	10679734330	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Dell Latitude 7440 Laptop for Mayor Pro Tem	1,911.42
Inv 10679734330 Total		1,911.42
0 Total:		1,911.42
DEL4000 - Dell Marketing L.P. Total:		1,911.42
DIG0800 - Digital Telecommunications Corp		
0	07/19/2023	
Inv	48481	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Monthly Service Contract - June 2023	984.00
Inv 48481 Total		984.00
0 Total:		984.00
DIG0800 - Digital Telecommunications Corp Total:		984.00
DSP0755 - D & S Printing		

Check Number	Check Date	Amount
316918	07/19/2023	
Inv 6009		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Overnight parking permits	435.49
Inv 6009 Total		435.49
		<hr/>
316918 Total:		435.49
		<hr/>
DSP0755 - D & S Printing Total:		435.49
DTV5012 - DIRECTV		
316920	07/19/2023	
Inv 068653046230529		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/17/2023	Fire - EOC News Coverage	35.55
Inv 068653046230529 Total		35.55
		<hr/>
316920 Total:		35.55
		<hr/>
DTV5012 - DIRECTV Total:		35.55
DUN1111 - Dunn, Daniel		
316921	07/19/2023	
Inv 05222023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	Fire - Covert Entry Specialist I Course	746.31
Inv 05222023 Total		746.31
		<hr/>
316921 Total:		746.31
		<hr/>
DUN1111 - Dunn, Daniel Total:		746.31
DVBNGCA - Dave Bang Associates, Inc. of California		
316919	07/19/2023	
Inv CA53996		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Bob Joe's bench	1,817.57
Inv CA53996 Total		1,817.57
		<hr/>
316919 Total:		1,817.57
		<hr/>
DVBNGCA - Dave Bang Associates, Inc. of California Total:		1,817.57

Check Number	Check Date		Amount
ECMS5010 - ECMS, Inc.			
316923	07/19/2023		
Inv	INV709857		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/31/2023	Fire - Uniforms for Khachatoorian and Boger, New Hire		825.89
Inv INV709857 Total			825.89
316923 Total:			825.89
ECMS5010 - ECMS, Inc. Total:			825.89
EDGHITI - Engineering Consulting Services, Inc.			
316926	07/19/2023		
Inv	1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2022	Public Works Project Management Assistance Apr-May23		1,950.00
Inv 1 Total			1,950.00
316926 Total:			1,950.00
EDGHITI - Engineering Consulting Services, Inc. Total:			1,950.00
EDVL6010 - Villalobos, Edgar			
317050	07/19/2023		
Inv	6/16/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Mileage Reimbursement		25.55
Inv 6/16/2023 Total			25.55
317050 Total:			25.55
EDVL6010 - Villalobos, Edgar Total:			25.55
EGBC4011 - E.G. Brennan & Co. Corp.			
316922	07/19/2023		
Inv	i80570		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	Shredder Maintenance August 2023- August 2024		225.00
Inv i80570 Total			225.00
316922 Total:			225.00

Check Number	Check Date		Amount
EGBC4011 - E.G. Brennan & Co. Corp. Total:			225.00
ELCHOU2 - Chou, Elaine			
316904	07/19/2023		
Inv	132705		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Refund for summer camp.		459.00
Inv 132705 Total			459.00
316904 Total:			459.00
ELCHOU2 - Chou, Elaine Total:			459.00
ELL1017 - Ellen's Silkscreening			
316925	07/19/2023		
Inv	EE80688		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/13/2023	City 135th Birthday Shirts & Totes		353.90
Inv EE80688 Total			353.90
Inv	EE80906		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/09/2023	City Council Polos and Blazers		125.46
Inv EE80906 Total			125.46
Inv	EE81104		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Commissioner Congress Supplies and Polos		905.02
06/28/2023	City Clerk Commission Congress Polos		650.00
Inv EE81104 Total			1,555.02
Inv	EE81105		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Commissioner Congress Embroidery		295.19
Inv EE81105 Total			295.19
Inv	EE81106		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Commissioner Congress Embroidery		200.06
Inv EE81106 Total			200.06
316925 Total:			2,529.63

Check Number	Check Date		Amount
ELL1017 - Ellen's Silkscreening Total:			2,529.63
ELSRTIRE - El Sereno Tire Shop			
316924	07/19/2023		
Inv	1351		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/05/2023	New front and rear left tires on (4) on veh 80		636.84
Inv 1351 Total			636.84
Inv	1369		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/06/2023	New back tires(2) for Veh 79		296.46
Inv 1369 Total			296.46
316924 Total:			933.30
ELSRTIRE - El Sereno Tire Shop Total:			933.30
ENT5426 - Entenmann-Rovin			
316927	07/19/2023		
Inv	0173950-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/05/2023	Rounded duty badge for #210		152.81
Inv 0173950-IN Total			152.81
Inv	0174130-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/13/2023	Duty badges for 224 and 225		18.97
Inv 0174130-IN Total			18.97
316927 Total:			171.78
ENT5426 - Entenmann-Rovin Total:			171.78
ERCARRYO - Arroyo, Eric Jason			
316871	07/19/2023		
Inv	3080		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/22/2023	Background Investigation for Police Cadet Applicant Reyna		1,000.00
Inv 3080 Total			1,000.00
Inv	3088		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
06/22/2023		Background Investigation for Police Cadet Applicant Zeng	1,000.00
		Inv 3088 Total	1,000.00
		Inv 3099	
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/22/2023		Background Investigation for Parking Control Applicant Hernandez	1,500.00
		Inv 3099 Total	1,500.00
		Inv 3101	
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/22/2023		Background Investigation for Parking Control Applicant N. Ochoa	1,000.00
		Inv 3101 Total	1,000.00
		316871 Total:	4,500.00
		ERCARRYO - Arroyo, Eric Jason Total:	4,500.00
		ERNAROUX - Arnoux, Er Ni	
316870	07/19/2023		
		Inv 132468	
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/27/2023		Refund for summer camp. Deposit fee deducted.	149.00
		Inv 132468 Total	149.00
		316870 Total:	149.00
		ERNAROUX - Arnoux, Er Ni Total:	149.00
		EURO6710 - Eurofins Eaton Analytical	
0	07/19/2023		
		Inv 3800000131	
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/03/2023		Laboratory testing and analysis of City's water system. May 22	127.00
		Inv 3800000131 Total	127.00
		Inv 3800002722	
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/03/2023		Laboratory testing and analysis of City's water system. Aug22	127.00
		Inv 3800002722 Total	127.00
		Inv 3800007517	
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/03/2023		Laboratory testing and analysis of City's water system. Sep22	300.00

Check Number	Check Date	Amount
Inv 3800007517 Total		300.00
Inv 3800007828		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system.Jun-Oct22	1,661.00
Inv 3800007828 Total		1,661.00
Inv 3800008343		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Jun22	450.00
Inv 3800008343 Total		450.00
Inv 3800008400		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Jun22	2,921.00
Inv 3800008400 Total		2,921.00
Inv 3800014088		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Nov22	3,155.00
Inv 3800014088 Total		3,155.00
Inv 3800014420		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system.Jun22	427.00
Inv 3800014420 Total		427.00
Inv 3800014421		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. July22	994.00
Inv 3800014421 Total		994.00
Inv 3800014422		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Aug22	1,360.00
Inv 3800014422 Total		1,360.00
Inv 3800014423		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Sep22	797.00
Inv 3800014423 Total		797.00

Check Number	Check Date	Amount
Inv 3800014424		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Oct22	2,386.00
Inv 3800014424 Total		2,386.00
Inv 3800015427		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Dec22	3,239.00
Inv 3800015427 Total		3,239.00
Inv 3800017278		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Jan23	1,966.00
Inv 3800017278 Total		1,966.00
Inv 3800018993		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Jan23	1,884.00
Inv 3800018993 Total		1,884.00
Inv 3800020500		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Mar23	3,584.00
Inv 3800020500 Total		3,584.00
Inv 3800022367		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. April23	3,263.00
Inv 3800022367 Total		3,263.00
Inv 3800024544		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. May23	2,553.00
Inv 3800024544 Total		2,553.00
Inv 3800026735		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. June23	3,330.00
Inv 3800026735 Total		3,330.00
Inv 8100031360		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Sep22	300.00

Check Number	Check Date	Amount
Inv 8100031360 Total		300.00
Inv 8100034888		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. Sep22	585.00
Inv 8100034888 Total		585.00
Inv C0004158		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. April 22	1,753.00
Inv C0004158 Total		1,753.00
Inv C0004206		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. May 22	1,872.00
Inv C0004206 Total		1,872.00
Inv C0004247		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Laboratory testing and analysis of City's water system. May22	10.00
Inv C0004247 Total		10.00
0 Total:		39,044.00
EURO6710 - Eurofins Eaton Analytical Total:		39,044.00
EWEM6010 - Ewing Irrigation Products, Inc.		
316929	07/19/2023	
Inv 19446923		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2023	Parks Division-Irrigation supplies for Arroyo Park	1,273.36
Inv 19446923 Total		1,273.36
316929 Total:		1,273.36
EWEM6010 - Ewing Irrigation Products, Inc. Total:		1,273.36
FED1109 - FedEx		
316930	07/19/2023	
Inv 8-178-45971		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/16/2023	Shipment for background investigaor	14.20

Check Number	Check Date	Amount
Inv 8-178-45971 Total		14.20
Inv 9-652-91438		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/16/2023	Postage shipment fee	6.64
Inv 9-652-91438 Total		6.64
316930 Total:		20.84
FED1109 - FedEx Total:		20.84
FHCM5011 - Foothill Communications		
316934	07/19/2023	
Inv INV6295		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Radio and communications services 7/1/23-9/30/23	3,000.00
Inv INV6295 Total		3,000.00
316934 Total:		3,000.00
FHCM5011 - Foothill Communications Total:		3,000.00
FIFASDBK - Fifth Asset, Inc.		
0	07/19/2023	
Inv DB2002243		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/16/2023	GASB 87 & GASB 96 Implementation and Record Keeping	11,000.00
Inv DB2002243 Total		11,000.00
0 Total:		11,000.00
FIFASDBK - Fifth Asset, Inc. Total:		11,000.00
FLCGRP - Flock Group, Inc.		
316932	07/19/2023	
Inv INV-16739		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	13 locations - Automated License Plate Reader Technology.	8,125.00
Inv INV-16739 Total		8,125.00
316932 Total:		8,125.00

Check Number	Check Date		Amount
FLCGRP - Flock Group, Inc. Total:			8,125.00
FNRT4011 - Toyetta L. Beukes, A Professional Nursing Corp.			
317034	07/19/2023		
Inv	05-12-23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	SART Exam for DR 23-12619		1,550.00
Inv 05-12-23 Total			1,550.00
317034 Total:			1,550.00
FNRT4011 - Toyetta L. Beukes, A Professional Nursing Corp. Total:			1,550.00
FOO7777 - Foothill Lock & Key			
316935	07/19/2023		
Inv	524463		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Urgent replacemnet of damaged lock at garfield reservoir		898.27
Inv 524463 Total			898.27
316935 Total:			898.27
FOO7777 - Foothill Lock & Key Total:			898.27
FORCETRY - Forcible Entry Inc.			
316936	07/19/2023		
Inv	0023-0289		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/28/2023	Catalyst Force Entry Door, Wheel System, Weatherproofing & Modif		12,957.99
Inv 0023-0289 Total			12,957.99
316936 Total:			12,957.99
FORCETRY - Forcible Entry Inc. Total:			12,957.99
FRNCPOST - FRANCO TYP-POSTALIA, INC.			
316937	07/19/2023		
Inv	RI105829512		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	FP Mailing Solutions Lease		216.12
Inv RI105829512 Total			216.12

Check Number	Check Date	Amount
316937 Total:		216.12
FRNCPOST - FRANCO TYP-POSTALIA, INC. Total:		216.12
GAL7788 - Gale, Donna M.		
316939	07/19/2023	
Inv 10067		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Master Chef - Contract Class Instructor	900.00
Inv 10067 Total		900.00
316939 Total:		900.00
GAL7788 - Gale, Donna M. Total:		900.00
GALL5011 - Galls, LLC		
316940	07/19/2023	
Inv 024736488		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Equipment for Officer Smith	38.93
Inv 024736488 Total		38.93
Inv 024736490		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Equipment for Officer Smith	218.34
Inv 024736490 Total		218.34
316940 Total:		257.27
GALL5011 - Galls, LLC Total:		257.27
GAR5011 - Garvey Equipment Co		
316942	07/19/2023	
Inv 152835		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/02/2023	Parks Division Root grinder	946.82
Inv 152835 Total		946.82
Inv 153694		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Street Tree Parks Division-Chainsaw Chains/Bar and New Chain Oil	190.00
Inv 153694 Total		190.00

Check Number	Check Date	Amount
316942 Total:		1,136.82
GAR5011 - Garvey Equipment Co Total:		1,136.82
GLCI2997 - Graphic Electric Inc.		
316945	07/19/2023	
Inv	100210	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Electrical Services at Arroyo Park, Garfield Park, Library Park	4,535.77
Inv 100210 Total		4,535.77
Inv	100696	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Electrical Services for Garfield Reservoir	680.00
Inv 100696 Total		680.00
Inv	100938	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Electrical Services for new cubicles at South Pas Library	9,750.00
Inv 100938 Total		9,750.00
316945 Total:		14,965.77
GLCI2997 - Graphic Electric Inc. Total:		14,965.77
GGOVAPP - GOGov, Inc.		
316943	07/19/2023	
Inv	23-183	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	Annual City App Subscription 07/01/23 to 06/30/24	16,188.00
Inv 23-183 Total		16,188.00
316943 Total:		16,188.00
GGOVAPP - GOGov, Inc. Total:		16,188.00
GRA1244 - Woods Maintenance Services, Inc.		
317056	07/19/2023	
Inv	SPAS0523	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Graffiti Removal Services May 2023	1,824.00

Check Number	Check Date	Amount
Inv SPAS0523 Total		1,824.00
Inv SPAS0623		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Graffiti Removal Services June 2023	1,767.00
Inv SPAS0623 Total		1,767.00
317056 Total:		3,591.00
GRA1244 - Woods Maintenance Services, Inc. Total:		3,591.00
GRRBNTTE - Robinette, Gretchen		
317006	07/19/2023	
Inv 132749		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Refund of gazebo reservation at 50%. Reservation no longer need.	45.00
Inv 132749 Total		45.00
317006 Total:		45.00
GRRBNTTE - Robinette, Gretchen Total:		45.00
HALOINC - HALO Branded Solutions, Inc.		
0	07/19/2023	
Inv 6535894		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/2023	Traffic safety outreach items	97.69
05/15/2023	Traffic safety outreach items	1,500.00
Inv 6535894 Total		1,597.69
0 Total:		1,597.69
HALOINC - HALO Branded Solutions, Inc. Total:		1,597.69
HDLC3010 - Hinderliter deLlamas & Associates		
316949	07/19/2023	
Inv SIN029126		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/23/2023	Contract Services - Transaction Tax & Audit Services	378.97
Inv SIN029126 Total		378.97
316949 Total:		378.97

Check Number	Check Date		Amount
HDLC3010 - Hinderliter deLlamas & Associates Total:			378.97
HIW6710 - Hi-Way Safety Inc			
316950	07/19/2023		
Inv	144437		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Type barricades for fourth of July parade		2,487.09
Inv 144437 Total			2,487.09
316950 Total:			2,487.09
HIW6710 - Hi-Way Safety Inc Total:			2,487.09
HOM1515 - Home Depot Credit Services			
316952	07/19/2023		
Inv	4290820		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/28/2023	Fire - Extension cord		61.72
Inv 4290820 Total			61.72
316952 Total:			61.72
HOM1515 - Home Depot Credit Services Total:			61.72
HCC8025 - Occupational Health Centers of California			
316984	07/19/2023		
Inv	16553605		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	Transit Random Drug Testing		50.00
Inv 16553605 Total			50.00
316984 Total:			50.00
HCC8025 - Occupational Health Centers of California Total:			50.00
IMGN8032 - iMagen			
316953	07/19/2023		
Inv	38098-1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/12/2023	2 jackets for Community Services Staff		202.91
Inv 38098-1 Total			202.91

Check Number	Check Date	Amount
316953 Total:		202.91
<hr/>		
IMGN8032 - iMagen Total:		202.91
<hr/>		
INT2132 - InTime Services Inc.		
316955	07/19/2023	
Inv 12094		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2023	Subscription for August 1,2023-July 31, 2024 scheduling software	6,000.00
Inv 12094 Total		6,000.00
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316955 Total:		6,000.00
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INT2132 - InTime Services Inc. Total:		6,000.00
<hr/>		
INT6115 - Interstate Battery Systems of Eastern Los Angeles		
316954	07/19/2023	
Inv 17784462		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Vehicle radar trailer batteries	634.82
Inv 17784462 Total		634.82
<hr/>		
316954 Total:		634.82
<hr/>		
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:		634.82
<hr/>		
ITCR2501 - Intercare Holdings Insurance Services		
0	07/19/2023	
Inv 76-010284		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Indemnity Annual Per Claim Fee - May 2023	8,462.57
Inv 76-010284 Total		8,462.57
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0 Total:		8,462.57
<hr/>		
ITCR2501 - Intercare Holdings Insurance Services Total:		8,462.57
<hr/>		
JCRS5011 - Jones Coffee Roasters		
316959	07/19/2023	
Inv 60498		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Coffee Supplies	162.68

Check Number	Check Date	Amount
Inv 60498 Total		162.68
316959 Total:		162.68
JCRS5011 - Jones Coffee Roasters Total:		162.68
JERMNG - Ng, Jeremy		
316983	07/19/2023	
Inv 132341		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Refund for recreation camp class.	264.00
Inv 132341 Total		264.00
316983 Total:		264.00
JERMNG - Ng, Jeremy Total:		264.00
JHMS8020 - JHM Supply		
0	07/19/2023	
Inv 326214/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/25/2023	Irrigation Supplies: Parks Division Supplies for Fair Oaks Ave.	150.25
Inv 326214/1 Total		150.25
Inv 327242/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Irrigation -New Valve for Iron Works Museum	354.80
Inv 327242/1 Total		354.80
Inv 328262/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Parks Division-Stock Supplies for Irrigation Repairs	242.23
Inv 328262/1 Total		242.23
0 Total:		747.28
JHMS8020 - JHM Supply Total:		747.28
JHNBALD - Baldonado, Joanna A.		
316880	07/19/2023	
Inv 132830		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Refund deposit for the reservation of WMB.	561.00

Check Number	Check Date	Amount
Inv 132830 Total		561.00
316880 Total:		561.00
JHNBALD - Baldonado, Joanna A. Total:		561.00
JMCB6710 - Cipres Bravo, Jose Manuel		
316907	07/19/2023	
Inv 6/2/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/2/2023 @ 10:30AM & 1:50PM	50.83
Inv 6/2/2023 Total		50.83
Inv 6/3/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/03/2023 @ 2:30PM	25.41
Inv 6/3/2023 Total		25.41
316907 Total:		76.24
JMCB6710 - Cipres Bravo, Jose Manuel Total:		76.24
JNCG2970 - Chong, Jane		
316903	07/19/2023	
Inv DI/DT0623-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Residential rebate for drip irrigation and water efficient plant	479.87
Inv DI/DT0623-02 Total		479.87
316903 Total:		479.87
JNCG2970 - Chong, Jane Total:		479.87
JOWANG - Wang, Joseph		
317051	07/19/2023	
Inv 132334		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Refund deposit for the Youth House.	280.00
Inv 132334 Total		280.00
317051 Total:		280.00

Check Number	Check Date		Amount
JOWANG - Wang, Joseph Total:			280.00
JSAR4011 - Jack's Auto Repair			
316956	07/19/2023		
Inv	18301		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/18/2023	Oil change & front & rear brake replacement unit #1405		903.00
Inv 18301 Total			903.00
Inv	18334		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/05/2023	45 Day Inspection of Dial-A-Ride Vehicle # 80		66.00
Inv 18334 Total			66.00
Inv	18336		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/05/2023	45 Day Inspection of Dial-A-Ride Vehicle # 81		66.00
Inv 18336 Total			66.00
Inv	18344		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/06/2023	45 Day Inspection of Dial-A-Ride Vehicle # 78		66.00
Inv 18344 Total			66.00
Inv	18346		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/06/2023	45 Day Inspection of Dial-A-Ride Vehicle # 79		66.00
Inv 18346 Total			66.00
Inv	18379		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/21/2023	Service Police Responder-Hybrid - Oil & Filter Service		115.64
Inv 18379 Total			115.64
Inv	18396		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/26/2023	Battery replacement unit #1705		253.52
Inv 18396 Total			253.52
Inv	18397		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	Installation of new driver seat on vehicle # 81		180.40
Inv 18397 Total			180.40

Check Number	Check Date	Amount
Inv 18410		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/05/2023	Battery replacement unit #1909	340.23
Inv 18410 Total		340.23
Inv 18411		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/05/2023	A/C service unit #1201	137.66
Inv 18411 Total		137.66
316956 Total:		2,194.45
JSAR4011 - Jack's Auto Repair Total:		2,194.45
JSNXU - Xu, Jason		
317057	07/19/2023	
Inv DI/T/N0623-01		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Residential rebate (water conservation)	1,327.83
Inv DI/T/N0623-01 Total		1,327.83
317057 Total:		1,327.83
JSNXU - Xu, Jason Total:		1,327.83
JUFU5011 - Furtado, Justin		
316938	07/19/2023	
Inv August 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	Advanced Disability Pension Payments	4,307.50
Inv August 2023 Total		4,307.50
Inv July 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	Advanced Disability Pension Payments	4,307.50
Inv July 2023 Total		4,307.50
Inv June 7-30 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Advanced Disability Pension Payments - June 7 - 30, 2023	3,398.88
Inv June 7-30 2023 Total		3,398.88

Check Number	Check Date	Amount
316938 Total:		12,013.88
JUFU5011 - Furtado, Justin Total:		12,013.88
JUSM7000 - Miller, Justin		
316974	07/19/2023	
Inv	Apr15-30 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Advanced Disability Pension Payment	2,010.12
Inv Apr15-30 2023 Total		2,010.12
Inv	August 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	Advanced Disability Pension Payments	4,307.50
Inv August 2023 Total		4,307.50
Inv	July 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/11/2023	Advanced Disability Pension Payments	4,307.50
Inv July 2023 Total		4,307.50
Inv	June 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Advanced Disability Pension Payment	4,307.50
Inv June 2023 Total		4,307.50
Inv	May 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Advanced Disability Pension Payment	4,307.50
Inv May 2023 Total		4,307.50
316974 Total:		19,240.12
JUSM7000 - Miller, Justin Total:		19,240.12
KRAV - Krav Maga Worldwide, Inc.		
316960	07/19/2023	
Inv	FTD8070	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Krav Maga Certification - Officer Gutierrez	994.00
Inv FTD8070 Total		994.00

Check Number	Check Date	Amount
316960 Total:		994.00
KRAV - Krav Maga Worldwide, Inc. Total:		994.00
KVMC6710 - Machado, Kelvin		
316967	07/19/2023	
Inv	6/16/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/16/23 @ 6:30PM	21.88
Inv 6/16/2023 Total		21.88
Inv	6/28/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/28/23 @ 9:30PM	21.88
Inv 6/28/2023 Total		21.88
316967 Total:		43.76
KVMC6710 - Machado, Kelvin Total:		43.76
LACTYAGC - County of Los Angeles, Agricultural Commissioner		
316914	07/19/2023	
Inv	231743	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Gopher Pest Control Work at Arroyo Park-April 2023	1,910.00
Inv 231743 Total		1,910.00
316914 Total:		1,910.00
LACTYAGC - County of Los Angeles, Agricultural Commissioner Total:		1,910.00
LADA8021 - L.A. County District Attorney		
316961	07/19/2023	
Inv	23-1011	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	Case KS87248	510.40
Inv 23-1011 Total		510.40
316961 Total:		510.40
LADA8021 - L.A. County District Attorney Total:		510.40

Check Number	Check Date		Amount
LAKESHRE - Lakeshore Parent, LLC			
316963	07/19/2023		
Inv	758373060623		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Flex-Space Comfy Nesting Benches and Carpet.		2,565.12
Inv 758373060623 Total			2,565.12
316963 Total:			2,565.12
LAKESHRE - Lakeshore Parent, LLC Total:			2,565.12
LCCS8060 - League of California Cities			
316965	07/19/2023		
Inv	4198		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/11/2023	League of California Cities LA County Division Dues		1,244.25
Inv 4198 Total			1,244.25
316965 Total:			1,244.25
LCCS8060 - League of California Cities Total:			1,244.25
LDCR6410 - LandCare USA LLC			
0	07/19/2023		
Inv	619754		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	City Wide Landscape Services April 2023		1,250.00
06/29/2023	City Wide Landscape Services April 2023		29,738.00
04/30/2023	City Wide Landscape Services April 2023		2,000.00
04/30/2023	City Wide Landscape Services April 2023		3,645.00
Inv 619754 Total			36,633.00
0 Total:			36,633.00
LDCR6410 - LandCare USA LLC Total:			36,633.00
LEBE8032 - Betts, Lemar			
316882	07/19/2023		
Inv	10085		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/26/2023	The Skateside - Beginner June 2023		1,045.80
Inv 10085 Total			1,045.80

Check Number	Check Date	Amount
Inv 9938		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Summer Camp - Week 2	892.50
Inv 9938 Total		892.50
Inv 9939		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Summer Camp - Week 3	756.00
Inv 9939 Total		756.00
316882 Total:		2,694.30
LEBE8032 - Betts, Lemar Total:		2,694.30
LETCHEUNG - Cheng, Leticia		
316902	07/19/2023	
Inv 132833		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Refund for Summer Camp, Participants schedule changed.	64.50
Inv 132833 Total		64.50
316902 Total:		64.50
LETCHEUNG - Cheng, Leticia Total:		64.50
LEXI4011 - Lexipol LLC		
0	07/19/2023	
Inv INVLEX17308		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Annual Law Enforcement Policy Manual and Daily Training Bulletin	10,781.05
Inv INVLEX17308 Total		10,781.05
0 Total:		10,781.05
LEXI4011 - Lexipol LLC Total:		10,781.05
LIFE822 - Life-Assist Inc.		
316966	07/19/2023	
Inv 55233653-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/20/2023	Fire Department Medical Supplies - FY 22-23	10,179.47
Inv 55233653-1 Total		10,179.47

Check Number	Check Date	Amount
316966 Total:		10,179.47
LIFE822 - Life-Assist Inc. Total:		10,179.47
LILESTDA - Estrada, Lilly		
316928	07/19/2023	
Inv	06062023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/17/2023	General Plan Workshop Refreshments	295.18
Inv 06062023 Total		295.18
316928 Total:		295.18
LILESTDA - Estrada, Lilly Total:		295.18
MAHADCPY - Mahana Dance Company		
316968	07/19/2023	
Inv	05/25/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Senior Center entertainment for Luau Luncheon Aug 30, 2023	261.00
Inv 05/25/2023 Total		261.00
316968 Total:		261.00
MAHADCPY - Mahana Dance Company Total:		261.00
MAN5011 - Manhattan Stitching Co		
316969	07/19/2023	
Inv	95033	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Summer Recreation Leader Staff and participant T-Shirt order.	1,610.86
Inv 95033 Total		1,610.86
Inv	95192	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Community Services Department T-Shirts	1,120.60
Inv 95192 Total		1,120.60
Inv	95255	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Parks and Recreation Month promotional Giveaway Items	1,204.23

Check Number	Check Date	Amount
Inv 95255 Total		1,204.23
Inv 95476		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	4th of July Tshirts	1,783.26
Inv 95476 Total		1,783.26
316969 Total:		5,718.95
MAN5011 - Manhattan Stitching Co Total:		5,718.95
MAOKASS - Marx I Okubo Associates, LTD		
316970	07/19/2023	
Inv 1-63243-C8K8		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	South Pasadena Library 2023 Facility Condition Assessment	12,840.00
Inv 1-63243-C8K8 Total		12,840.00
316970 Total:		12,840.00
MAOKASS - Marx I Okubo Associates, LTD Total:		12,840.00
MARGARCA - Garcia, Maria		
316941	07/19/2023	
Inv 132336		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Refund deposit for the reservation of WMB.	561.00
Inv 132336 Total		561.00
316941 Total:		561.00
MARGARCA - Garcia, Maria Total:		561.00
MARGONLZ - Gonzalez, Maria		
316944	07/19/2023	
Inv 132556		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Refund for Gazebo Reservation. Admin fee applied.	69.00
Inv 132556 Total		69.00
316944 Total:		69.00

Check Number	Check Date		Amount
MARGONLZ - Gonzalez, Maria Total:			69.00
MCLEPLMR - Michael Lee Palmer III			
316973	07/19/2023		
Inv	8951		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Urgent Repair of Fire Department HVAC on 4/7/2022		480.00
Inv 8951 Total			480.00
316973 Total:			480.00
MCLEPLMR - Michael Lee Palmer III Total:			480.00
MCPLNSKY - Polonsky, Michal			
316998	07/19/2023		
Inv	132817		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Refund for camp med summer camp wk 6 due to schedule change.		346.00
Inv 132817 Total			346.00
316998 Total:			346.00
MCPLNSKY - Polonsky, Michal Total:			346.00
MCPSTI - Pusateri, Michele			
0	07/19/2023		
Inv	10154		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	June Pickleball - Tues - Contract Class Instructor		845.00
Inv 10154 Total			845.00
Inv	10159		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	June Pickleball - Wed - Contract Class Instructor		845.00
Inv 10159 Total			845.00
Inv	10162		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/27/2023	June Pickleball - Sat - Contract Class Instructor		591.50
Inv 10162 Total			591.50
0 Total:			2,281.50

MCPSTI - Pusateri, Michele Total:	2,281.50
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MELLSANZ - Sanez, Melanie L

317013 07/19/2023

Inv 132331

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Refund for camp med summer camp wk 5.	84.00

Inv 132331 Total	84.00
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Inv 132454

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	Refund for camp med summer camp wk 5.	89.00

Inv 132454 Total	89.00
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317013 Total:	173.00
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MELLSANZ - Sanez, Melanie L Total:	173.00
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MER2145 - Merit Oil Company

316971 07/19/2023

Inv 778416

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2023	2,528 Gallons of Unleaded Gas	9,978.37

Inv 778416 Total	9,978.37
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316971 Total:	9,978.37
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MER2145 - Merit Oil Company Total:	9,978.37
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MICH4011 - Sanchez, Michael

317012 07/19/2023

Inv 06/27-28/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Training Expense Reimbursement for Motor Officer Sanchez	24.00

Inv 06/27-28/2023 Total	24.00
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317012 Total:	24.00
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MICH4011 - Sanchez, Michael Total:	24.00
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MKLN5010 - Larkin, Mike

316964 07/19/2023

Check Number	Check Date	Amount
Inv 06142023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Fire - ICS 300	300.00
Inv 06142023 Total		300.00
Inv 06212023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Fire - AH 330 Strike Team Leader	320.00
Inv 06212023 Total		320.00
316964 Total:		620.00
MKLG5010 - Larkin, Mike Total:		620.00
MMA2011 - MMASC		
316977	07/19/2023	
Inv 7440		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Summer Session - Tiara Solorzano	100.00
Inv 7440 Total		100.00
Inv 7728		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/06/2023	2023 Annual Conference Registration	192.50
07/06/2023	2023 Annual Conference Registration	357.50
Inv 7728 Total		550.00
Inv 7729		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/06/2023	2023 Annual Conference Registration	275.00
07/06/2023	2023 Annual Conference Registration	275.00
Inv 7729 Total		550.00
316977 Total:		1,200.00
MMA2011 - MMASC Total:		1,200.00
MMV9126 - Mission Meridian Village POA		
316976	07/19/2023	
Inv April 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Mission Meridian HOA Hospital Dues	804.13
07/12/2023	Mission Meridian HOA Parking Dues	1,730.17

Check Number	Check Date	Amount
Inv April 2023 Total		2,534.30
Inv February 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Mission Meridian HOA Parking Dues	1,730.17
07/12/2023	Mission Meridian HOA Hospital Dues	804.13
Inv February 2023 Total		2,534.30
Inv January 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Mission Meridian HOA Parking Dues	1,730.17
07/12/2023	Mission Meridian HOA Hospital Dues	804.13
Inv January 2023 Total		2,534.30
Inv June 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Mission Meridian HOA Parking Dues	1,730.17
07/12/2023	Mission Meridian HOA Hospital Dues	804.13
Inv June 2023 Total		2,534.30
Inv March 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Mission Meridian HOA Parking Dues	1,730.17
07/12/2023	Mission Meridian HOA Hospital Dues	804.13
Inv March 2023 Total		2,534.30
Inv May 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Mission Meridian HOA Parking Dues	1,730.17
07/12/2023	Mission Meridian HOA Hospital Dues	804.13
Inv May 2023 Total		2,534.30

316976 Total: 15,205.80

MMV9126 - Mission Meridian Village POA Total: 15,205.80

MNBL8170 - Crestline Software, LLC

0 07/19/2023

Inv INV2169

Line Item Date	Line Item Description	Amount
05/10/2023	Leaf Blower Flier Mailings	4,271.02
05/10/2023	Leaf Blower Flier Mailings	1,423.67

Inv INV2169 Total 5,694.69

Check Number	Check Date	Amount
Inv	INV2415	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/10/2023	Printing & Postage Fees (May 2023)	2,479.10
Inv INV2415 Total		2,479.10
Inv	INV2478	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/10/2023	Lock Box (May 2023)	801.90
06/10/2023	Credit Card & Return Fees (May 2023)	7,700.36
Inv INV2478 Total		8,502.26
0 Total:		16,676.05
MNBL8170 - Crestline Software, LLC Total:		16,676.05
MOBPLAN - Henninger, Grant		
316946	07/19/2023	
Inv	170	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/09/2023	Housing Element Consultant - Phase 2 & Task 3	30,000.00
Inv 170 Total		30,000.00
316946 Total:		30,000.00
MOBPLAN - Henninger, Grant Total:		30,000.00
MOR2900 - Morrow & Holman Plumbing Inc		
316978	07/19/2023	
Inv	AC-5-9682	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2023	Urgent Plumbing Repair War Memorial Condensation line leaking	465.00
Inv AC-5-9682 Total		465.00
Inv	P-11-20112	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2023	Urgent Plumbing Repair Arroyo Park Restroom Leak Repairs	541.39
Inv P-11-20112 Total		541.39
Inv	P-12-20172	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/19/2022	Urgent Plumbing Repair PD Jail Cell Toilet leaking	1,311.58
Inv P-12-20172 Total		1,311.58

Check Number	Check Date		Amount
Inv	P-2-20671		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2023	Urgent Plumbing Repair Eddie Park main line cleaning		687.50
Inv P-2-20671 Total			687.50
Inv	P-2-20720		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2023	Urgent Plumbing Repair Dog Park-leaking spigot		736.00
Inv P-2-20720 Total			736.00
Inv	P-2-20734		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/17/2023	Urgent Plumbing Repair Library 2nd floor leak in break room		264.58
Inv P-2-20734 Total			264.58
Inv	P-5-21332		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/22/2023	Urgent Plumbing Repair Orange Grove Park-Vandalism		848.57
Inv P-5-21332 Total			848.57
316978 Total:			4,854.62
MOR2900 - Morrow & Holman Plumbing Inc Total:			4,854.62
MREG1400 - Merrimac Petroleum, Inc.			
316972	07/19/2023		
Inv	2225566		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/07/2023	Unleaded Gasoline for PW Fueling Yard		6,197.04
Inv 2225566 Total			6,197.04
316972 Total:			6,197.04
MREG1400 - Merrimac Petroleum, Inc. Total:			6,197.04
MRMC6710 - Miramontes Construction Inc.			
316975	07/19/2023		
Inv	5660		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Emergency Water Repair (Orange Grove / 110 Freeway On Ramp)		4,786.74
Inv 5660 Total			4,786.74

Check Number	Check Date	Amount
316975 Total:		4,786.74
MRMC6710 - Miramontes Construction Inc. Total:		4,786.74
MSWCLTN - MSW Consultants, Inc.		
316980	07/19/2023	
Inv 661		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Professional Refuse and Waste Consulting Services.	13,285.00
Inv 661 Total		13,285.00
316980 Total:		13,285.00
MSWCLTN - MSW Consultants, Inc. Total:		13,285.00
MVCH3011 - MV Cheng & Associates Inc.		
316981	07/19/2023	
Inv 5/31/2023E		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	Public Works Project Management Assistance May 2023	5,000.00
07/03/2023	Public Works Project Management Assistance May 2023	1,000.00
Inv 5/31/2023E Total		6,000.00
316981 Total:		6,000.00
MVCH3011 - MV Cheng & Associates Inc. Total:		6,000.00
MYJERJIA - Jerejian, Mary		
316958	07/19/2023	
Inv 1538264		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2023	Management Intern Panelist Refreshment Reimbursement	50.58
Inv 1538264 Total		50.58
316958 Total:		50.58
MYJERJIA - Jerejian, Mary Total:		50.58
MZVZT - Van Zandt, Maizon		
317046	07/19/2023	
Inv 6/11/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/11/23 @ 8:15 PM	4.32

Check Number	Check Date	Amount
Inv 6/11/2023 Total		4.32
317046 Total:		4.32
MZVZT - Van Zandt, Maizon Total:		4.32
NAVTWSV - Navarro, Heriberto		
316982	07/19/2023	
Inv 202300918		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/04/2023	Vehicle towing	562.92
Inv 202300918 Total		562.92
316982 Total:		562.92
NAVTWSV - Navarro, Heriberto Total:		562.92
NOCOMNB - Jensen, Bryan Landon		
316957	07/19/2023	
Inv INV-22007		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/25/2023	Fire - Motorola services for SNM	801.79
Inv INV-22007 Total		801.79
316957 Total:		801.79
NOCOMNB - Jensen, Bryan Landon Total:		801.79
NOROLVRA - Olvera, Norma		
316985	07/19/2023	
Inv 132315		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/27/2023	50% refund for gazebo reservation . patron no longer needs.	45.00
Inv 132315 Total		45.00
316985 Total:		45.00
NOROLVRA - Olvera, Norma Total:		45.00
OTTING - Tang, Otto L		
317030	07/19/2023	

Check Number	Check Date	Amount
Inv 132744		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Full refund skate Camp week 4 due to low enrollment.	425.00
Inv 132744 Total		425.00
317030 Total:		425.00
OTTNG - Tang, Otto L Total:		425.00
OVDR8011 - OverDrive Inc.		
0	07/19/2023	
Inv 01148CO23177940		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/02/2023	eBooks / eAudiobooks	701.41
Inv 01148CO23177940 Total		701.41
0 Total:		701.41
OVDR8011 - OverDrive Inc. Total:		701.41
PABUSTLO - Bustillo, Pablo		
316891	07/19/2023	
Inv INV071		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Electrical troubleshooting at snack store at Arroyo Park	750.00
Inv INV071 Total		750.00
316891 Total:		750.00
PABUSTLO - Bustillo, Pablo Total:		750.00
PAKH5011 - Parkhouse Tire, Inc.		
316989	07/19/2023	
Inv 1010928818		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/16/2023	Fire - Emergency roadside assistance	1,042.89
Inv 1010928818 Total		1,042.89
316989 Total:		1,042.89
PAKH5011 - Parkhouse Tire, Inc. Total:		1,042.89

Check Number	Check Date		Amount
PAY7788 - Payke Gymnastics			
316995	07/19/2023		
Inv	10168		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	New Stars Gymnastics-Contract Class Instructor		180.00
Inv 10168 Total			180.00
Inv	10171		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Shining Stars Gymnastics-Contract Class Instructor		180.00
Inv 10171 Total			180.00
Inv	10174		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Parent & Me Gymnastics-Contract Class Instructor		160.00
Inv 10174 Total			160.00
Inv	10192		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Tiny Stars Gymnastics-Contract Class Instructor		160.00
Inv 10192 Total			160.00
316995 Total:			680.00
PAY7788 - Payke Gymnastics Total:			680.00
PDI417 - Plumbers Depot Inc.			
316997	07/19/2023		
Inv	PD-53769		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/06/2023	Sewer Maintenance-Rapair Kit for Sewer		905.95
Inv PD-53769 Total			905.95
316997 Total:			905.95
PDI417 - Plumbers Depot Inc. Total:			905.95
PGXI4011 - Prime Graphix Inc.			
316999	07/19/2023		
Inv	4181		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/06/2023	"Slow Down" campaign banners		500.00
Inv 4181 Total			500.00

Check Number	Check Date	Amount
Inv 4215		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Vehicle graphics unit #1705	766.50
Inv 4215 Total		766.50
316999 Total:		1,266.50
PGXI4011 - Prime Graphix Inc. Total:		1,266.50
PHOE4610 - Phoenix Group Information Systems		
316996	07/19/2023	
Inv 052023184		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Citations processed for the month of May 2023	4,179.33
Inv 052023184 Total		4,179.33
316996 Total:		4,179.33
PHOE4610 - Phoenix Group Information Systems Total:		4,179.33
PHS4011 - Pasadena Humane Society		
316992	07/19/2023	
Inv JUL2023SoPas		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/05/2023	Animal Control Services for the month of July 2023	14,890.61
Inv JUL2023SoPas Total		14,890.61
316992 Total:		14,890.61
PHS4011 - Pasadena Humane Society Total:		14,890.61
PMAB8021 - Budka, Pamela Avry		
316890	07/19/2023	
Inv 10264		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	June Monthly Chair Yoga-Contract Class Instructor	51.20
Inv 10264 Total		51.20
Inv 10266		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	June Walk-In Chair Yoga-Contract Class Instructor	64.00

Check Number	Check Date	Amount
Inv 10266 Total		64.00
Inv 10301		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	June Monthly Meditation10301-Contarct Class Instructor	51.20
Inv 10301 Total		51.20
Inv 10303		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	June Walk-In Meditation10303-Contarct Class Instructor	36.00
Inv 10303 Total		36.00
316890 Total:		202.40
PMAB8021 - Budka, Pamela Avry Total:		202.40
POR4707 - United Site Services, Inc.		
317041	07/19/2023	
Inv INV-01770065		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Portable Toilet at Skate Park - 06/12-07/10/23	986.60
Inv INV-01770065 Total		986.60
317041 Total:		986.60
POR4707 - United Site Services, Inc. Total:		986.60
PPJH5011 - Papadakis, John		
316988	07/19/2023	
Inv 05192023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2021	Fire - John Papadakis License Renewal refund	300.00
Inv 05192023 Total		300.00
Inv 1031650478		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/19/2021	Fire - K9 food	202.54
Inv 1031650478 Total		202.54
Inv 1095501393		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/10/2021	Fire - K9 food	65.16
Inv 1095501393 Total		65.16

Inv	1134153940							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>12/13/2021</td> <td>Fire - K9 food</td> <td style="text-align: right;">36.62</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		12/13/2021	Fire - K9 food	36.62	36.62
<u>Line Item Date</u>	<u>Line Item Description</u>							
12/13/2021	Fire - K9 food	36.62						
Inv	1134153940 Total	36.62						
Inv	1147932583							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>01/20/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">55.09</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		01/20/2022	Fire - K9 food	55.09	55.09
<u>Line Item Date</u>	<u>Line Item Description</u>							
01/20/2022	Fire - K9 food	55.09						
Inv	1147932583 Total	55.09						
Inv	1161726827							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>02/17/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">55.25</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		02/17/2022	Fire - K9 food	55.25	55.25
<u>Line Item Date</u>	<u>Line Item Description</u>							
02/17/2022	Fire - K9 food	55.25						
Inv	1161726827 Total	55.25						
Inv	1178468606							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>03/25/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">55.25</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		03/25/2022	Fire - K9 food	55.25	55.25
<u>Line Item Date</u>	<u>Line Item Description</u>							
03/25/2022	Fire - K9 food	55.25						
Inv	1178468606 Total	55.25						
Inv	1208208794							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>06/03/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">55.29</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		06/03/2022	Fire - K9 food	55.29	55.29
<u>Line Item Date</u>	<u>Line Item Description</u>							
06/03/2022	Fire - K9 food	55.29						
Inv	1208208794 Total	55.29						
Inv	1222544950							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>07/08/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">60.23</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		07/08/2022	Fire - K9 food	60.23	60.23
<u>Line Item Date</u>	<u>Line Item Description</u>							
07/08/2022	Fire - K9 food	60.23						
Inv	1222544950 Total	60.23						
Inv	1236545878							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>08/11/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">63.31</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		08/11/2022	Fire - K9 food	63.31	63.31
<u>Line Item Date</u>	<u>Line Item Description</u>							
08/11/2022	Fire - K9 food	63.31						
Inv	1236545878 Total	63.31						
Inv	1279719706							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> <tr> <td>11/24/2022</td> <td>Fire - K9 food</td> <td style="text-align: right;">60.23</td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>		11/24/2022	Fire - K9 food	60.23	60.23
<u>Line Item Date</u>	<u>Line Item Description</u>							
11/24/2022	Fire - K9 food	60.23						
Inv	1279719706 Total	60.23						
Inv	1295411877							
	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><u>Line Item Date</u></td> <td style="width: 65%;"><u>Line Item Description</u></td> <td style="width: 20%;"></td> </tr> </table>	<u>Line Item Date</u>	<u>Line Item Description</u>					
<u>Line Item Date</u>	<u>Line Item Description</u>							

Check Number	Check Date		Amount
12/30/2022	Fire - K9 food		55.09
Inv 1295411877	Total		55.09
Inv 1339771655			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/14/2023	Fire - K9 food		60.23
Inv 1339771655	Total		60.23
Inv 1354453489			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/19/2023	Fire - K9 food		60.23
Inv 1354453489	Total		60.23
316988	Total:		1,184.52
PPJH5011 - Papadakis, John Total:			1,184.52
PPSS8520 - Pacific Parking Systems Inc.			
316987	07/19/2023		
Inv	FY 24		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/06/2023	FY 23-24 Maintenance for VenStation parking pay station		1,100.00
Inv FY 24	Total		1,100.00
316987	Total:		1,100.00
PPSS8520 - Pacific Parking Systems Inc. Total:			1,100.00
PRCFCA - Parks Coffee California			
316990	07/19/2023		
Inv	80007840		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/12/2023	Senior Center Coffee		63.92
Inv 80007840	Total		63.92
316990	Total:		63.92
PRCFCA - Parks Coffee California Total:			63.92
PRO7777 - ProForce Law Enforcement			
317000	07/19/2023		

Check Number	Check Date	Amount
Inv 523313		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/05/2023	Range equipment fore grips	89.17
Inv 523313 Total		89.17
		<hr/>
317000 Total:		89.17
		<hr/>
PRO7777 - ProForce Law Enforcement Total:		89.17
PSCY8520 - Pasadena Cyclery		
316991	07/19/2023	
Inv 060723165046141		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Bicycle patrol equipment for Officer Smith	176.37
Inv 060723165046141 Total		176.37
		<hr/>
316991 Total:		176.37
		<hr/>
PSCY8520 - Pasadena Cyclery Total:		176.37
PSNS7101 - Pasadena Star-News		
316993	07/19/2023	
Inv B45E30E9-0004		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Adopt Urgency Ord-Ad Notice	527.34
Inv B45E30E9-0004 Total		527.34
		<hr/>
316993 Total:		527.34
		<hr/>
PSNS7101 - Pasadena Star-News Total:		527.34
PSOMAS - PSOMAS		
317001	07/19/2023	
Inv 3SPA010100		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/19/2023	Service Assistance with General Plan & Downtown Specific Update	12,057.76
Inv 3SPA010100 Total		12,057.76
		<hr/>
317001 Total:		12,057.76
		<hr/>
PSOMAS - PSOMAS Total:		12,057.76

PTSP2011 - The Print Spot

317031	07/19/2023	
Inv	6528	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2023	Districting Mailing List for City Council per Redistricting	4,145.84
Inv 6528 Total		4,145.84
Inv	6779	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Commissioner Congress Phamplets and Signage	782.78
Inv 6779 Total		782.78
317031 Total:		4,928.62

PTSP2011 - The Print Spot Total:

4,928.62

PTZM4011 - Zamora, Patrick

317059	07/19/2023	
Inv	73852001	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2023	Fuel reimbursement for training	36.70
Inv 73852001 Total		36.70
Inv	9028010	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/24/2023	Fuel reimbursement for training	26.48
Inv 9028010 Total		26.48
Inv	9060645	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/23/2023	Fuel reimbursement for training	33.86
Inv 9060645 Total		33.86
Inv	9080451	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/25/2023	Fuel reimbursement for training	21.79
Inv 9080451 Total		21.79
317059 Total:		118.83

PTZM4011 - Zamora, Patrick Total:

118.83

PUFG8267 - Wong, Pauline Sam

Check Number	Check Date		Amount
0	07/19/2023		
Inv	10112		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	Adult Line Dance Walk In-Contract Class instructor		162.50
Inv 10112 Total			162.50
Inv	10292		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	Senior Line Dance Walk In-Contract Class instructor		208.00
Inv 10292 Total			208.00
0 Total:			370.50
PUFG8267 - Wong, Pauline Sam Total:			370.50
PWP4465 - Pasadena Water & Power			
316994	07/19/2023		
Inv	197188732298		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Water Purchased from City of Pasadena June 2023		2,951.41
Inv 197188732298 Total			2,951.41
316994 Total:			2,951.41
PWP4465 - Pasadena Water & Power Total:			2,951.41
QNFONG - Fong, Queenie			
316933	07/19/2023		
Inv	132669		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/28/2023	Full refund for cancellation of rec class due to low enrollment		170.00
Inv 132669 Total			170.00
316933 Total:			170.00
QNFONG - Fong, Queenie Total:			170.00
RatPactI - ASM Industrial Corp.			
316873	07/19/2023		
Inv	15475		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/24/2023	Gopher Abatement May 2023 Service area: Arroyo Park		500.00
Inv 15475 Total			500.00

316873 Total:	500.00
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RatPact1 - ASM Industrial Corp. Total:	500.00
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REP6115 - Yunex LLC

0 07/19/2023

Inv 5610281125

<u>Line Item Date</u>	<u>Line Item Description</u>	
07/13/2022	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Jun2022	2,163.63

Inv 5610281125 Total	2,163.63
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Inv 5610281448

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2022	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Jul2022	2,440.00

Inv 5610281448 Total	2,440.00
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Inv 5610281699

<u>Line Item Date</u>	<u>Line Item Description</u>	
12/29/2022	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Nov2022	2,440.00

Inv 5610281699 Total	2,440.00
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Inv 5610281855

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Aug22	2,440.00

Inv 5610281855 Total	2,440.00
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Inv 5610282082

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2022	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Sep2022	2,440.00

Inv 5610282082 Total	2,440.00
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Inv 5610282242

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Oct2022	2,440.00

Inv 5610282242 Total	2,440.00
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Inv 5610282776

<u>Line Item Date</u>	<u>Line Item Description</u>	
01/18/2023	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Dec2022	2,440.00

Inv 5610282776 Total	2,440.00
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Check Number	Check Date	Amount
Inv 5610282824		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/16/2023	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Jan2023	2,440.00
Inv 5610282824 Total		2,440.00
Inv 5610283203		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2023	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Feb2023	2,440.00
Inv 5610283203 Total		2,440.00
Inv 5610283309		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2023	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Mar2023	2,440.00
Inv 5610283309 Total		2,440.00
Inv 5610283790		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	CityTraffic Signal Maint.& Shared Crosswalk w/San Marino-Apr2023	2,440.00
Inv 5610283790 Total		2,440.00
Inv 5610283841		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Fremont/Mission Call Out Install pedestrian push button	2,275.00
Inv 5610283841 Total		2,275.00
Inv 5610283887		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	Mission /Orange Grove Call Out for Controller Repair	2,175.00
Inv 5610283887 Total		2,175.00
Inv 5620040421		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/13/2022	CitywideTraffic Signal response call out June 2022	3,824.88
Inv 5620040421 Total		3,824.88
Inv 5620040679		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2022	Citywide Traffic Signal response call out July 2022	5,298.96
Inv 5620040679 Total		5,298.96
Inv 5620040804		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Citywide Traffic Signal response call out Aug 2022	9,720.54

Check Number	Check Date	Amount
Inv 5620040804 Total		9,720.54
Inv 5620040917		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2022	Orange Grove Knockdown Pole Secure Call Out Response 8/3/22	1,090.00
Inv 5620040917 Total		1,090.00
Inv 5620041117		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/19/2022	Citywide Traffic Signal response call out Sep 2022	7,052.94
Inv 5620041117 Total		7,052.94
Inv 5620041403		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/29/2022	Mission/Grand crosswalk and Traffic Signal 11/18/2022	2,459.10
Inv 5620041403 Total		2,459.10
Inv 5620041512		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Fair Oaks/Oxley Traffic Collision Pole Knock Out 10/24/2022	7,593.77
Inv 5620041512 Total		7,593.77
Inv 5620041518		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Citywide Traffic Signal response call out Oct 2022	12,874.45
Inv 5620041518 Total		12,874.45
Inv 5620041682		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/29/2022	Citywide Traffic Signal response call out Nov 2022	18,457.37
Inv 5620041682 Total		18,457.37
Inv 5620042005		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/20/2023	Citywide Traffic Signal response call out Dec 2022	9,364.75
Inv 5620042005 Total		9,364.75
Inv 5620042128		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/16/2023	Citywide Traffic Signal response call out Jan 2023	3,563.05
Inv 5620042128 Total		3,563.05

Check Number	Check Date	Amount
Inv 5620042378		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2023	Citywide Traffic Signal response call out Feb 2023	6,018.38
Inv 5620042378 Total		6,018.38
Inv 5620042675		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/26/2023	Citywide Traffic Signal response call out Mar 2023	3,432.64
Inv 5620042675 Total		3,432.64
Inv 5620042891		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/22/2023	Citywide Traffic Signal response call out Apr 2023	3,201.18
Inv 5620042891 Total		3,201.18
0 Total:		124,965.64
REP6115 - Yunex LLC Total:		124,965.64
RHCC7101 - Rio Hondo College		
317004	07/19/2023	
Inv S23-242-ZSPS		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Physical Agility Test for Police Officer Applicant Maldonado	25.00
Inv S23-242-ZSPS Total		25.00
317004 Total:		25.00
RHCC7101 - Rio Hondo College Total:		25.00
RIHZ6601 - Hernandez, Ricardo		
316947	07/19/2023	
Inv 6/24/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/24/23 @ 9:00AM	10.09
Inv 6/24/2023 Total		10.09
Inv 6/24/2023 P2		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Mileage Reimbursement - 06/24/23 @ 12:15PM	14.67
Inv 6/24/2023 P2 Total		14.67

Check Number	Check Date		Amount
Inv	6/25/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Mileage Reimbursement - 06/25/23 @ 11:40AM		14.67
Inv 6/25/2023 Total			14.67
			<hr/>
316947 Total:			39.43
			<hr/>
RIHZ6601 - Hernandez, Ricardo Total:			39.43
RIPU8540 - Roadline Products Inc. USA			
317005	07/19/2023		
Inv	18341		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/08/2023	Yield pedestrian signs citywide on roadway		5,480.20
Inv 18341 Total			5,480.20
Inv	18394		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/17/2023	Street Division-Street signs/ products		777.26
Inv 18394 Total			777.26
Inv	18604		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/17/2023	Repair product for paint equipment		727.65
Inv 18604 Total			727.65
			<hr/>
317005 Total:			6,985.11
			<hr/>
RIPU8540 - Roadline Products Inc. USA Total:			6,985.11
RMSF8025 - Trapeze Software Group, Inc.			
0	07/19/2023		
Inv	RMSMA00001094		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	1GB Verizon Data Plan-Transit Div		1,680.00
Inv RMSMA00001094 Total			1,680.00
			<hr/>
0 Total:			1,680.00
			<hr/>
RMSF8025 - Trapeze Software Group, Inc. Total:			1,680.00
RONBRTZ - Bortz, Rona			

Check Number	Check Date		Amount
316886	07/19/2023		
Inv	DT/DI0623-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/12/2023	Residential rebate for water efficient plant and drip irrigation		1,500.00
Inv DT/DI0623-01 Total			1,500.00
316886 Total:			1,500.00
RONBRTZ - Bortz, Rona Total:			1,500.00
ROTH6010 - Roth Staffing Companies, L.P.			
0	07/19/2023		
Inv	14328600		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/07/2023	Front Desk & Clerical Services for Finance - W/E 04/02/23		1,336.86
Inv 14328600 Total			1,336.86
Inv	14331455		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/14/2023	Front Desk & Clerical Services for Finance - W/E 04/09/23		1,319.64
Inv 14331455 Total			1,319.64
Inv	16020114		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/23/2023	Front Desk & Clerical Services for Finance - W/E 06/18/23		1,393.14
Inv 16020114 Total			1,393.14
Inv	16035687		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/07/2023	Front Desk & Clerical Services for Finance - W/E 7/2/23		672.00
Inv 16035687 Total			672.00
0 Total:			4,721.64
ROTH6010 - Roth Staffing Companies, L.P. Total:			4,721.64
ROWI2011 - Right of Way Inc.			
317003	07/19/2023		
Inv	64821		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/02/2023	On-Call Services for Traffic Control Al Fresco K-Rails. May23		1,382.00
Inv 64821 Total			1,382.00

Check Number	Check Date	Amount
Inv 65370		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/05/2023	On-Call Services for Traffic Control Al Fresco K-Rails.June23	1,382.00
Inv 65370 Total		1,382.00
317003 Total:		2,764.00
ROWI2011 - Right of Way Inc. Total:		2,764.00
SAN4958 - San Marino Security System		
317010	07/19/2023	
Inv 40898		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Senior Center DMP keyfob/Panic	240.00
Inv 40898 Total		240.00
317010 Total:		240.00
SAN4958 - San Marino Security System Total:		240.00
SAN8032 - San Pascual Stables		
317011	07/19/2023	
Inv 9951		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Summer Camp Week 3- AM (June 19-23)-Contract Instructor	620.00
Inv 9951 Total		620.00
Inv 9961		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	Summer Camp Week 4- PM (June 26-30)-Contract Instructor	600.00
Inv 9961 Total		600.00
317011 Total:		1,220.00
SAN8032 - San Pascual Stables Total:		1,220.00
SAVGTRN - Savage Training Group LLC		
317014	07/19/2023	
Inv 2154		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Decision Making and Critical Thinking Course - Louie	304.00
Inv 2154 Total		304.00

Check Number	Check Date	Amount
Inv 2155		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Dispatch Priming Training - Fierro, Munoz	593.00
Inv 2155 Total		593.00
Inv 2156		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Dispatch Priming Training - Lee and Russell	593.00
Inv 2156 Total		593.00
317014 Total:		1,490.00
SAVGTRN - Savage Training Group LLC Total:		1,490.00
SAXE2013 - Saxe-Clifford PH.D, Susan		
317015	07/19/2023	
Inv 23-0605-13		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/05/2023	Fire - Evaluation for Alex Khachatoorian	450.00
Inv 23-0605-13 Total		450.00
Inv 23-0612-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Fire - Evaluation for Gavin Boger and Edward Meza	900.00
Inv 23-0612-12 Total		900.00
Inv 23-0626-16		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Psychological Evaluation for Cadet Applicant Zang	450.00
Inv 23-0626-16 Total		450.00
317015 Total:		1,800.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:		1,800.00
SCOT8300 - MRC Smart Technology Solutions		
316979	07/19/2023	
Inv IN3529431		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	AN CO72:21L124-002-S Service for 3/22/23 through 6/21/23	12,381.84
Inv IN3529431 Total		12,381.84

Check Number	Check Date	Amount
316979 Total:		12,381.84
SCOT8300 - MRC Smart Technology Solutions Total:		12,381.84
SCRBHLDG - ScribSoft Holdings, Inc.		
317016	07/19/2023	
Inv	PER00028358	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/31/2023	CCW Fee Processing May 2023	219.00
Inv PER00028358 Total		219.00
317016 Total:		219.00
SCRBHLDG - ScribSoft Holdings, Inc. Total:		219.00
SCRR4010 - Superior Court of California, County of LA		
317028	07/19/2023	
Inv	May 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Citations processed for the month of May 2023	3,963.00
Inv May 2023 Total		3,963.00
317028 Total:		3,963.00
SCRR4010 - Superior Court of California, County of LA Total:		3,963.00
SDSI0107 - SDS Security Design Systems		
317017	07/19/2023	
Inv	240211	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2023	Monthly SDS Security Access NM 582 CH 1 floor 2/1/2023	101.71
Inv 240211 Total		101.71
Inv	240605	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2023	Monthly SDS Security Access NM 582 CH 1 floor 3/1/2023	101.71
Inv 240605 Total		101.71
Inv	240924	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2023	Monthly SDS Security Access NM 582 CH 1 floor 4/1/2023	101.71
Inv 240924 Total		101.71

Check Number	Check Date		Amount
Inv	241027		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Installation Commercial Security System		895.00
Inv 241027 Total			895.00
Inv	241275		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2023	Monthly SDS Security Access NM 582 CH 1 floor 5/1/2023		101.71
Inv 241275 Total			101.71
Inv	241662		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Monthly SDS Security Access NM 582 CH 1 floor 6/1/2023		101.71
Inv 241662 Total			101.71
Inv	241986		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/06/2023	Security System Services August 2023		65.18
Inv 241986 Total			65.18
Inv	241987		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/06/2023	Security System Services August 2023		217.46
Inv 241987 Total			217.46
Inv	241988		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/06/2023	Security System Services August 2023		113.00
Inv 241988 Total			113.00
Inv	241989		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/06/2023	Security System Services August 2023		55.00
Inv 241989 Total			55.00
317017 Total:			1,854.19
317018	07/19/2023		
Inv	240229		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2023	Monthly SDS Security Access NM 583 Council Chambers 2/1/2023		67.12
Inv 240229 Total			67.12

Check Number	Check Date		Amount
Inv 240617			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2023	Monthly SDS Security Access NM 583 Council Chambers 3/1/2023		67.12
Inv 240617 Total			67.12
Inv 240952			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2023	Monthly SDS Security Access NM 583 Council Chambers 4/1/2023		67.12
Inv 240952 Total			67.12
Inv 241306			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2023	Monthly SDS Security Access NM 583 Council Chambers 5/1/2023		67.12
Inv 241306 Total			67.12
Inv 241386			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Monthly SDS Security Access NM 583 Council Chambers 6/1/2023		67.12
Inv 241386 Total			67.12
317018 Total:			335.60
317019	07/19/2023		
Inv 238416			
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/01/2022	Monthly SDS Security Access NM 584		77.14
Inv 238416 Total			77.14
Inv 238761			
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2022	Monthly SDS Security Access NM 584		77.14
Inv 238761 Total			77.14
Inv 239120			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/01/2022	Monthly SDS Security Access NM 584		77.14
Inv 239120 Total			77.14
Inv 239497			
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/01/2022	Monthly SDS Security Access NM 584		77.14
Inv 239497 Total			77.14

Check Number	Check Date		Amount
Inv	239864		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/01/2023	Monthly SDS Security Access NM 584		39.94
Inv 239864 Total			39.94
Inv	240232		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2023	Monthly SDS Security Access NM 584		77.14
Inv 240232 Total			77.14
Inv	240618		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2023	Monthly SDS Security Access NM 584		77.14
Inv 240618 Total			77.14
Inv	240956		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2023	Monthly SDS Security Access NM 584		77.14
Inv 240956 Total			77.14
Inv	241310		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2023	Monthly SDS Security Access NM 584		77.14
Inv 241310 Total			77.14
Inv	241390		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Monthly SDS Security Access NM 584		77.14
Inv 241390 Total			77.14
317019 Total:			734.20
317020	07/19/2023		
Inv	240212		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2023	Monthly SDS Security Access NM 585		36.66
Inv 240212 Total			36.66
Inv	240619		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2023	Monthly SDS Security Access NM 585		36.66
Inv 240619 Total			36.66

Check Number	Check Date		Amount
Inv 240955			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2023	Monthly SDS Security Access NM 585		36.66
Inv 240955 Total			36.66
Inv 241309			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2023	Monthly SDS Security Access NM 585		36.66
Inv 241309 Total			36.66
Inv 241389			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Monthly SDS Security Access NM 585		36.66
Inv 241389 Total			36.66
317020 Total:			183.30
317021	07/19/2023		
Inv 240231			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2023	Monthly SDS Security Access NM 586		45.66
Inv 240231 Total			45.66
Inv 240620			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2023	Monthly SDS Security Access NM 586		45.66
Inv 240620 Total			45.66
Inv 240954			
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2023	Monthly SDS Security Access NM 586		45.66
Inv 240954 Total			45.66
Inv 241308			
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/01/2023	Monthly SDS Security Access NM 586		45.66
Inv 241308 Total			45.66
Inv 241388			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Monthly SDS Security Access NM 586		45.66
Inv 241388 Total			45.66

317021 Total:	228.30
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317022	07/19/2023		
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Inv 240230

<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2023	Monthly SDS Security Access NM 618	29.15

Inv 240230 Total	29.15
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Inv 240622

<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2023	Monthly SDS Security Access NM 618	29.15

Inv 240622 Total	29.15
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Inv 240953

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2023	Monthly SDS Security Access NM 618	29.15

Inv 240953 Total	29.15
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Inv 241307

<u>Line Item Date</u>	<u>Line Item Description</u>	
05/01/2023	Monthly SDS Security Access NM 618	29.15

Inv 241307 Total	29.15
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Inv 241387

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Monthly SDS Security Access NM 618	29.15

Inv 241387 Total	29.15
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317022 Total:	145.75
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SDSI0107 - SDS Security Design Systems Total:	3,481.34
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SGMC2013 - St. George's Medical Clinic

0	07/19/2023		
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Inv 112433

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2023	Payment for Pre-Employment and Physical Exams - April 2023	120.00

Inv 112433 Total	120.00
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Inv 135170

<u>Line Item Date</u>	<u>Line Item Description</u>	
04/24/2023	Payment for Pre-Employment and Physical Exams - April 2023	175.00

Check Number	Check Date	Amount
Inv 135170 Total		175.00
Inv 141618		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/06/2023	Payment for Pre-Employment and Physical Exams - April 2023	75.00
Inv 141618 Total		75.00
Inv 141640		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/07/2023	Payment for Pre-Employment and Physical Exams - April 2023	75.00
Inv 141640 Total		75.00
Inv 141677		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/11/2023	Payment for Pre-Employment and Physical Exams - April 2023	75.00
Inv 141677 Total		75.00
0 Total:		520.00
SGMC2013 - St. George's Medical Clinic Total:		520.00
SGVMC111 - San Gabriel Valley Medical Center		
317009	07/19/2023	
Inv 907799		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/15/2023	Blood alcohol withdrawal for Medical Record #907799	48.00
Inv 907799 Total		48.00
317009 Total:		48.00
SGVMC111 - San Gabriel Valley Medical Center Total:		48.00
SHO7777 - Showcases		
0	07/19/2023	
Inv 326237		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2023	Blu Ray & DVD cases	109.08
Inv 326237 Total		109.08
Inv 326632		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Blu Ray & DVD cases	341.28

Check Number	Check Date	Amount
Inv 326632 Total		341.28
0 Total:		450.36
SHO7777 - Showcases Total:		450.36
SOGA6501 - SoCalGAS		
317025	07/19/2023	
Inv 5/1/23-6/1/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	CNG for City Vehicles (PW and Transit)	4.42
06/21/2023	CNG for City Vehicles (PW and Transit)	4.43
06/21/2023	CNG for City Vehicles (PW and Transit)	4.42
06/21/2023	CNG for City Vehicles (PW and Transit)	4.42
06/21/2023	CNG for City Vehicles (PW and Transit)	4.42
06/21/2023	CNG for City Vehicles (PW and Transit)	4.42
Inv 5/1/23-6/1/23 Total		26.53
317025 Total:		26.53
SOGA6501 - SoCalGAS Total:		26.53
SOU5340 - City of South Pasadena-Library Petty Cash		
316911	07/19/2023	
Inv 04/03-06/13/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/20/2023	Library Petty Cash - Ice for 4/20/23 Volunteer Recognition Event	11.55
04/13/2023	Library Petty Cash - Telephone landline extension cord cables	26.43
06/13/2023	Library Petty Cash - Scarves for Story-time	38.64
05/12/2023	Library Petty Cash - Bungee cords display Summer Reading Program	25.10
05/10/2023	Library Petty Cash - copy of flag lock key	4.40
06/08/2023	Library Petty Cash - Book for Library Collection	27.78
04/03/2023	Library Petty Cash - DVDs for Library Collection	11.97
05/16/2023	Library Petty Cash - Postage to mail Venmill CD buffer unit	76.75
05/15/2023	Library Petty Cash - Replacement item for Library Collection	14.31
Inv 04/03-06/13/23 Total		236.93
316911 Total:		236.93
SOU5340 - City of South Pasadena-Library Petty Cash Total:		236.93
SOU5401 - City of South Pasadena-Sr.Center Petty Cash		
316912	07/19/2023	
Inv 04/12/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2023	Reimburse Petty Cash	16.65

Check Number	Check Date	Amount
Inv 04/12/2023	Total	16.65
Inv	05/08/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/08/2023	Reimburse Petty Cash	4.41
Inv 05/08/2023	Total	4.41
Inv	05/17/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/17/2023	Reimburse Petty Cash	6.74
Inv 05/17/2023	Total	6.74
Inv	06/20/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Reimburse Petty Cash	4.98
Inv 06/20/2023	Total	4.98
Inv	06/21/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Reimburse Petty Cash	140.00
Inv 06/21/2023	Total	140.00
Inv	06/22/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Reimburse Petty Cash	28.12
Inv 06/22/2023	Total	28.12
316912 Total:		200.90
SOU5401 - City of South Pasadena-Sr.Center Petty Cash Total:		200.90
SPBK - Springbrook Holding Company, LLC		
0	07/19/2023	
Inv	INV-012536	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/02/2023	Springbrook Software Annual Renewal - FY23-24	34,566.51
Inv INV-012536	Total	34,566.51
Inv	INV-013517	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	CivicPay Pad Transaction Fees (May 2023)	100.00
Inv INV-013517	Total	100.00

Check Number	Check Date	Amount
Inv INV-013844		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/10/2023	CivicPay Pad Transaction Fees (June 2023)	115.00
Inv INV-013844 Total		115.00
Inv TM INV-006505		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/10/2023	Professional Services - ESS Add On	127.50
Inv TM INV-006505 Total		127.50
0 Total:		34,909.01
SPBK - Springbrook Holding Company, LLC Total:		34,909.01
SRYC5011 - Stericycle Inc.		
317026	07/19/2023	
Inv 3006516333		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/01/2023	Fire - Hazardous Materials	163.29
Inv 3006516333 Total		163.29
317026 Total:		163.29
SRYC5011 - Stericycle Inc. Total:		163.29
SSW8031 - S & S Worldwide, Inc.		
317008	07/19/2023	
Inv IN101201452		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Camp Med Summer Camp Supplies	1,501.62
Inv IN101201452 Total		1,501.62
Inv IN101203349		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Camp Med Summer Camp Supplies	106.12
Inv IN101203349 Total		106.12
Inv IN101205877		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Camp Med Summer Camp Supplies	147.70
Inv IN101205877 Total		147.70

Check Number	Check Date	Amount
Inv	IN101215280	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Camp Med Summer Camp Supplies	73.58
Inv	IN101215280 Total	73.58
317008 Total:		1,829.02
SSW8031 - S & S Worldwide, Inc. Total:		1,829.02
STA5219 - Staples Business Advantage		
0	07/19/2023	
Inv	3538819947	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2023	cardstock, file folders	51.97
Inv	3538819947 Total	51.97
Inv	3539697353	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	mouse pads	8.91
Inv	3539697353 Total	8.91
Inv	3539697354	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	mouse, scissors	41.31
Inv	3539697354 Total	41.31
Inv	3539697355	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	sanitizing wipes & hand sanitizer	68.73
Inv	3539697355 Total	68.73
Inv	3539836019	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2023	Public Works Department Break Room supplies for Yard	75.51
06/03/2023	Public Works Department Break Room supplies for Yard	75.51
06/03/2023	Public Works Department Break Room supplies for Yard	75.54
06/03/2023	Public Works Department Break Room supplies for Yard	75.51
06/03/2023	Public Works Department Break Room supplies for Yard	75.51
06/03/2023	Public Works Department Break Room supplies for Yard	75.51
Inv	3539836019 Total	453.09
Inv	3539836020	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/03/2023	Public Works Department Break Room supplies for Yard	17.27
06/03/2023	Public Works Department Break Room supplies for Yard	17.24

Check Number	Check Date	Amount
06/03/2023	Public Works Department Break Room supplies for Yard	17.24
06/03/2023	Public Works Department Break Room supplies for Yard	17.24
06/03/2023	Public Works Department Break Room supplies for Yard	17.24
06/03/2023	Public Works Department Break Room supplies for Yard	17.24
Inv 3539836020	Total	103.47
Inv 3539977935		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Public Works Department Offices Supplies-Street Division	151.90
Inv 3539977935	Total	151.90
Inv 3539977936		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Office Supplies	8.91
Inv 3539977936	Total	8.91
Inv 3539977937		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Office Supplies	70.15
Inv 3539977937	Total	70.15
Inv 3539977938		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PD office supplies	77.16
Inv 3539977938	Total	77.16
Inv 3540332689		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Recreation Division Office Supplies	175.43
06/13/2023	Recreation Division Office Supplies	1,400.00
Inv 3540332689	Total	1,575.43
Inv 3540332690		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Recreation Division Office Supplies	245.84
Inv 3540332690	Total	245.84
Inv 3540332691		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Recreation Division Office Supplies	50.41
Inv 3540332691	Total	50.41
Inv 3540392312		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
06/14/2023	Office Supplies	245.25
Inv 3540392312	Total	245.25
Inv 3540392313		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	dish soap, paper, tape	102.91
Inv 3540392313	Total	102.91
Inv 3540392314		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	dusters, disinfecting wipes	39.97
Inv 3540392314	Total	39.97
Inv 3540392315		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	PD office supplies	749.10
Inv 3540392315	Total	749.10
Inv 3540392316		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	PD office supplies	5.33
Inv 3540392316	Total	5.33
Inv 3540488616		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Council Meeting Supplies	339.17
Inv 3540488616	Total	339.17
Inv 3540488617		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	City Hall Kitchen Supplies	430.85
Inv 3540488617	Total	430.85
Inv 3540488618		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	hooks	8.04
Inv 3540488618	Total	8.04
Inv 3540554836		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Recreation Division Office Supplies	5.33
Inv 3540554836	Total	5.33

Check Number	Check Date	Amount
Inv	3540554837	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Recreation Division Office Supplies	12.18
Inv 3540554837 Total		12.18
Inv	3540554838	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Recreation Division Office Supplies	24.37
Inv 3540554838 Total		24.37
Inv	3540554839	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	Recreation Division Office Supplies	10.65
Inv 3540554839 Total		10.65
Inv	3540836207	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/13/2023	Office Supplies and computer accessories	179.61
Inv 3540836207 Total		179.61
Inv	3540836208	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Office Supplies for Department	226.74
Inv 3540836208 Total		226.74
Inv	3540836209	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	PD office supplies	335.57
Inv 3540836209 Total		335.57
Inv	3540888385	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Office Supplies	335.15
Inv 3540888385 Total		335.15
Inv	3540888386	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	CM Office Office Supplies	29.43
Inv 3540888386 Total		29.43
Inv	3540951373	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	batteries, erasers, staples	39.78

Check Number	Check Date	Amount
Inv 3540951373 Total		39.78
Inv 3541091270		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/23/2023	coffee	41.49
Inv 3541091270 Total		41.49
Inv 3541215172		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/24/2023	CM Office Supplies	206.16
Inv 3541215172 Total		206.16
Inv 3541215173		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	CM Office Supplies	61.99
Inv 3541215173 Total		61.99
Inv 3541618576		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Office Supplies	211.49
Inv 3541618576 Total		211.49
Inv 3541618577		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	PD office supplies	153.24
Inv 3541618577 Total		153.24
Inv 3542014474		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	PD office supplies	51.81
Inv 3542014474 Total		51.81
Inv 3542014475		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	PD office supplies	718.17
Inv 3542014475 Total		718.17
Inv 3542085454		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/04/2023	PD Office Supplies - 2 Drawer Condiment Organizer	58.42
Inv 3542085454 Total		58.42

Check Number	Check Date	Amount
0 Total:		7,529.48
STA5219 - Staples Business Advantage Total:		7,529.48
STE4845 - Stetson Engineers Inc		
317027	07/19/2023	
Inv	2836-13-001	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2022	Annual Water Supply and Demand Assessment 2022	1,636.50
Inv 2836-13-001 Total		1,636.50
Inv	2836-13-002	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/04/2022	Annual Water Supply and Demand Assessment 2022	6,140.00
Inv 2836-13-002 Total		6,140.00
317027 Total:		7,776.50
STE4845 - Stetson Engineers Inc Total:		7,776.50
STPHSHR - Shar, Stephan		
317023	07/19/2023	
Inv	132767	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Refund recreation class requested by patron	84.00
Inv 132767 Total		84.00
317023 Total:		84.00
STPHSHR - Shar, Stephan Total:		84.00
SWRCB833 - State Water Resources Control Board		
0	07/19/2023	
Inv	13813-550-0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/12/2023	Clean Water State Revolving Fund - Project 7863-110	172,545.94
07/12/2023	Clean Water State Revolving Fund - Project 7863-110	253,262.25
Inv 13813-550-0 Total		425,808.19
0 Total:		425,808.19
SWRCB833 - State Water Resources Control Board Total:		425,808.19

TAEV9224 - Total Access Elevator Inc.

317033	07/19/2023	
Inv	102910	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	Elevator Maintenance - June 2023	437.00
06/01/2023	Elevator Maintenance - June 2023	458.00
Inv 102910 Total		895.00
317033 Total:		895.00

TAEV9224 - Total Access Elevator Inc. Total:

895.00

THES8267 - Siegel, Theodore

317024	07/19/2023	
Inv	7/10/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/12/2023	SC- Presentation & screening for July Bringing up Baby	150.00
Inv 7/10/2023 Total		150.00
317024 Total:		150.00

THES8267 - Siegel, Theodore Total:

150.00

TIM4011 - Charter Communications

316900	07/19/2023	
Inv	0070193060123	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/01/2023	AN 8448300080070193 660 Stoney Dr 6/1-6/30/23	83.95
Inv 0070193060123 Total		83.95
Inv	0224964060823	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	AN 8448300080224964 1414 Mission St TWCBC 6/8-7/7/23	54.10
Inv 0224964060823 Total		54.10
Inv	0355990060223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/02/2023	AN 8448300080355990 416 Garfield Ave. Services 6/2-7/1/23	436.21
Inv 0355990060223 Total		436.21
Inv	0357905060523	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Business Tv + Internet for period 06/05/23 - 07/04/23	130.52

Check Number	Check Date	Amount
Inv 0357905060523 Total		130.52
316900 Total:		704.78
TIM4011 - Charter Communications Total:		704.78
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency		
317048	07/19/2023	
Inv 5418610757		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2023	Fire- K9 Check up	284.34
Inv 5418610757 Total		284.34
317048 Total:		284.34
TLC2155 - VCA TLC Pasadena Veterinary Specilaty & Emergency Total:		284.34
TMHG6711 - Hogan, Tim		
316951	07/19/2023	
Inv 6339		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2023	2022 Water Quality Report Printing	311.38
Inv 6339 Total		311.38
316951 Total:		311.38
TMHG6711 - Hogan, Tim Total:		311.38
TRA5998 - Transtech Engineers, Inc.		
317035	07/19/2023	
Inv 20232756		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/30/2023	Transtech Services: (April 2023)	22,856.00
Inv 20232756 Total		22,856.00
317035 Total:		22,856.00
TRA5998 - Transtech Engineers, Inc. Total:		22,856.00
TRACFLMG - Fleming, Traci		
316931	07/19/2023	

Check Number	Check Date	Amount
Inv DT0623-04		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Residential rebate for water efficiency plants	829.75
Inv DT0623-04 Total		829.75
316931 Total:		829.75
TRACFLMG - Fleming, Traci Total:		829.75
TRUPINT - TruePoint Solutions, LLC		
317037	07/19/2023	
Inv 23-0604		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/10/2023	TruePoint - Accela Implementation Services (May 2023)	9,172.50
Inv 23-0604 Total		9,172.50
317037 Total:		9,172.50
TRUPINT - TruePoint Solutions, LLC Total:		9,172.50
TSCS8030 - The Sauce Creative Services		
317032	07/19/2023	
Inv 6246		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/26/2023	2023 Concert in the Park Promotional Materials	1,250.00
06/26/2023	2023 Concert in the Park Promotional Materials	1,035.63
Inv 6246 Total		2,285.63
317032 Total:		2,285.63
TSCS8030 - The Sauce Creative Services Total:		2,285.63
TSUHNG - Huang, Tsu Jit		
0	07/19/2023	
Inv 10146		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Cardio Dance Monthly-Contract Class Instructor	168.35
Inv 10146 Total		168.35
Inv 10315		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Cardio Dance Walk In-Contract Class Instructor	71.50
Inv 10315 Total		71.50

Check Number	Check Date	Amount
0 Total:		239.85
TSUHNG - Huang, Tsu Jit Total:		239.85
TYBL7000 - Borrello, Tyler		
316885	07/19/2023	
Inv	02/27-03/10/23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Supervisory Training Course Reimbursement for Cpl. Borrello	144.87
06/22/2023	Supervisory Training Course Reimbursement for Cpl. Borrello	302.70
Inv 02/27-03/10/23 Total		447.57
316885 Total:		447.57
TYBL7000 - Borrello, Tyler Total:		447.57
TYCSTM - T.Y. Custom Design Inc.		
317029	07/19/2023	
Inv	I-3440	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/2023	City of South Pasadena Seal Pins & Die-Fee	943.09
Inv I-3440 Total		943.09
317029 Total:		943.09
TYCSTM - T.Y. Custom Design Inc. Total:		943.09
ULFRINC - Ultimate Fortune Inc.		
317038	07/19/2023	
Inv	51223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/12/2023	2 Street Banners - 4th of July Festival of Balloons.	2,756.25
Inv 51223 Total		2,756.25
317038 Total:		2,756.25
ULFRINC - Ultimate Fortune Inc. Total:		2,756.25
ULIN8021 - Uline, Inc.		
0	07/19/2023	
Inv	164189918	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
05/30/2023		PD facility equipment	555.27
Inv 164189918 Total			555.27
Inv 165100542			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/24/2023		PD Workstation Equipment	1,454.33
Inv 165100542 Total			1,454.33
0 Total:			2,009.60
ULIN8021 - Uline, Inc. Total:			2,009.60
UND6710 - Underground Service Alert/SC			
317039	07/19/2023		
Inv 220230699			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/29/2023		Utility Underground Service Alert for Water Divison Mar23	134.25
Inv 220230699 Total			134.25
Inv 22-2303185			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/29/2023		Utility Underground Service Alert for Water Divison Mar23	54.29
Inv 22-2303185 Total			54.29
317039 Total:			188.54
UND6710 - Underground Service Alert/SC Total:			188.54
UNDRWDF - Underwood Family Farms			
317040	07/19/2023		
Inv 03343			
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/28/2023		Camp Med Summer camp field trip to Underwood Family farm on 6/21	810.00
Inv 03343 Total			810.00
317040 Total:			810.00
UNDRWDF - Underwood Family Farms Total:			810.00
UNI7778 - United Storm Water, Inc.			
317042	07/19/2023		

Check Number	Check Date		Amount
Inv	SW40514		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2023	306 Camino Verde Catch Basin Cleaning-Catch Basin Overflow		2,845.18
Inv SW40514 Total			2,845.18
Inv	SW40515		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2023	306 Camino Verde Catch Basin Cleaning-Catch Basin Overflow		8,974.92
Inv SW40515 Total			8,974.92
317042 Total:			11,820.10
UNI7778 - United Storm Water, Inc. Total:			11,820.10
UPP7789 - Upper San Gabriel Valley MWD			
317043	07/19/2023		
Inv	2/05-23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	May 2023 MWD Water Purchase		88.33
Inv 2/05-23 Total			88.33
Inv	SoPas-06.07.23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/12/2023	MWD May 2023 Co-Funding		830.00
Inv SoPas-06.07.23 Total			830.00
317043 Total:			918.33
UPP7789 - Upper San Gabriel Valley MWD Total:			918.33
UQMS8010 - Unique Management Services, Inc.			
0	07/19/2023		
Inv	6113308		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	Library Agency Recovery Services: May 2023		139.80
Inv 6113308 Total			139.80
0 Total:			139.80
UQMS8010 - Unique Management Services, Inc. Total:			139.80
VACKEINC - Vacker Inc.			

Check Number	Check Date		Amount
317044	07/19/2023		
Inv 3437			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Signage for Woodland and Wildlife Park.		1,440.00
Inv 3437 Total			1,440.00
317044 Total:			1,440.00
VACKEINC - Vacker Inc. Total:			1,440.00
VAR1111 - Vargas, Ruben			
317047	07/19/2023		
Inv 6/11/2023			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Mileage Reimbursement - 06/11/23 @ 6:30PM		20.44
Inv 6/11/2023 Total			20.44
Inv 6/2/2023			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Mileage Reimbursement - 06/2/23 @ 8:17AM		20.70
Inv 6/2/2023 Total			20.70
Inv 6/24/2023			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Mileage Reimbursement - 06/24/23 @ 1:00PM		17.69
Inv 6/24/2023 Total			17.69
317047 Total:			58.83
VAR1111 - Vargas, Ruben Total:			58.83
VERW6711 - Verizon Wireless			
317049	07/19/2023		
Inv 99336202705			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	AN 542443342-00001 Services for 5/2/23 - 6/1/23		52.19
Inv 99336202705 Total			52.19
Inv 9936221127			
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/01/2023	AN 642443919-00001 Services for 5/2/23 - 6/1/23		1,254.88
Inv 9936221127 Total			1,254.88

Check Number	Check Date	Amount
Inv 9937508977		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/17/2023	AN 842311063-00002 Services for 5/18/23 - 6/17/23	728.67
Inv 9937508977 Total		728.67
317049 Total:		2,035.74
VERW6711 - Verizon Wireless Total:		2,035.74
VEWI8020 - Vision Electric Wholesale Inc.		
0	07/19/2023	
Inv 1004126		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/25/2023	Arroyo Park - New Transformer (Snack Shack Connections)	1,842.74
Inv 1004126 Total		1,842.74
0 Total:		1,842.74
VEWI8020 - Vision Electric Wholesale Inc. Total:		1,842.74
VPSI407 - Valley Power Systems Inc.		
317045	07/19/2023	
Inv 138453		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/25/2023	Fire - Engine emergency repairs	1,819.20
Inv 138453 Total		1,819.20
317045 Total:		1,819.20
VPSI407 - Valley Power Systems Inc. Total:		1,819.20
WENT5011 - WestNet		
317054	07/19/2023	
Inv 28037		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2023	Fire First-In Alerting System Additional and Installation	13,173.17
Inv 28037 Total		13,173.17
317054 Total:		13,173.17
WENT5011 - WestNet Total:		13,173.17

Check Number	Check Date		Amount
WES4152 - West Coast Arborists, Inc.			
0	07/19/2023		
Inv	199902		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/15/2023	City Wide Urban Forestry 5/01/2023-5/15/2023		26,840.00
05/15/2023	City Wide Urban Forestry 5/01/2023-5/15/2023		4,230.00
Inv 199902 Total			31,070.00
Inv	200719		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	City Wide Urban Forestry Service: 5/16/2023-5/31/2023		12,124.00
05/31/2023	City Wide Urban Forestry Service: 5/16/2023-5/31/2023		32,895.00
05/31/2023	City Wide Urban Forestry Service: 5/16/2023-5/31/2023		1,890.00
Inv 200719 Total			46,909.00
0 Total:			77,979.00
WES4152 - West Coast Arborists, Inc. Total:			77,979.00
WEWW6710 - Western Water Works			
317053	07/19/2023		
Inv	1240145-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	Purchase of copper pipes to restock depleted inventory.		26,230.68
Inv 1240145-01 Total			26,230.68
317053 Total:			26,230.68
WEWW6710 - Western Water Works Total:			26,230.68
WIT6353 - Wittman Enterprises LLC			
317055	07/19/2023		
Inv	2305059		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/22/2023	FY 2022-23 Paramedic Billing Services		16,727.78
Inv 2305059 Total			16,727.78
317055 Total:			16,727.78
WIT6353 - Wittman Enterprises LLC Total:			16,727.78
WLHD8020 - Westlake Hardware			
0	07/19/2023		

Check Number	Check Date	Amount
Inv 14303578		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/14/2023	Fire - building maintenance	202.78
Inv 14303578 Total		202.78
Inv 14303622		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/02/2023	Street Division Paint Supplies	263.67
Inv 14303622 Total		263.67
Inv 14303623		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/02/2023	Facilities Division LED Light Bulbs	269.36
Inv 14303623 Total		269.36
Inv 14303626		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/03/2023	Gloves for staff and keys for Finance	76.02
Inv 14303626 Total		76.02
Inv 14303628		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/04/2023	Street Division Small tools	243.09
Inv 14303628 Total		243.09
Inv 14303634		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/09/2023	Street Division Concrete Mix materials	141.75
Inv 14303634 Total		141.75
Inv 14303645		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/2023	Street Division Concrete Mix materials	203.38
Inv 14303645 Total		203.38
Inv 14303657		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/2023	Street Division Concrete Mix materials	172.56
Inv 14303657 Total		172.56
Inv 14303658		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/2023	Street Division Tamper 10X10 Steel	66.14

Check Number	Check Date	Amount
Inv 14303658 Total		66.14
Inv 14303661		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/15/2023	St Tree Division Safety gloves & electrical safety plug	53.55
Inv 14303661 Total		53.55
Inv 14303666		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/16/2023	Street Division Concrete Mix materials	172.56
Inv 14303666 Total		172.56
Inv 14303671		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2023	Facilities Division Photo Cell for Arroyo Park restrooms	70.52
Inv 14303671 Total		70.52
Inv 14303672		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/18/2023	Street Division Tools	66.14
05/18/2023	Street Division Concrete Mix materials	172.56
Inv 14303672 Total		238.70
Inv 14303676		
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/19/2023	Street Division Concrete Mix materials	172.56
Inv 14303676 Total		172.56
Inv 14303711		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Street Division Spray Paint	239.79
Inv 14303711 Total		239.79
Inv 14303712		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Electrical for Arroyo Park	199.68
Inv 14303712 Total		199.68
Inv 14303713		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/06/2023	Locks for Arroyo and Orange Grove Park	41.87
Inv 14303713 Total		41.87

Check Number	Check Date	Amount
Inv	14303717	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Graffiti Removal and Paint	266.73
Inv 14303717 Total		266.73
Inv	14303718	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Hardware Supplies for Water Distribution	416.97
Inv 14303718 Total		416.97
Inv	14303721	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/07/2023	Sewer Division Safety Vest	30.86
06/07/2023	Street Division Concrete Mix	172.56
Inv 14303721 Total		203.42
Inv	14303722	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/08/2023	Street Division Concrete Mix	357.45
Inv 14303722 Total		357.45
Inv	14303727	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Hardware Supplies for Water Distribution	51.94
Inv 14303727 Total		51.94
Inv	14303728	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Paint supplies for Arroyo North	248.65
Inv 14303728 Total		248.65
Inv	14303729	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/14/2023	Sewer Division sewer supplies	45.61
06/14/2023	Sewer Division sewer small tools	158.89
Inv 14303729 Total		204.50
Inv	14303736	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Hardware Supplies for Water Distribution	220.38
Inv 14303736 Total		220.38

Inv 14303741

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/20/2023	Sewer Division sewer small tools	65.98
06/20/2023	Sewer Division sewer supplies	71.82

Inv 14303741 Total 137.80

Inv 14303742

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/30/2023	Hardware Supplies for Water Distribution	345.13

Inv 14303742 Total 345.13

Inv 14303744

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2023	Community Services-War Memorial Cleaning Supplies	119.33

Inv 14303744 Total 119.33

Inv 14303746

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/22/2023	Community Services-4th of July event spray paint	109.05

Inv 14303746 Total 109.05

Inv 14303767

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	LED Lights for Mission and Meridian	159.82

Inv 14303767 Total 159.82

Inv 14303769

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Street Division large staples	35.26

Inv 14303769 Total 35.26

0 Total: 5,704.41

WLHD8020 - Westlake Hardware Total: 5,704.41

XIAWNG - Wang, Xiaoru

317052 07/19/2023

Inv 132662

<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2023	Full refund of rec class cancelation due to low enrollment	170.00

Inv 132662 Total 170.00

Check Number	Check Date		Amount
Inv	132747		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/29/2023	Full refund of rec class cancelation due to low enrollment		253.00
Inv 132747 Total			253.00
317052 Total:			423.00
XIAWNG - Wang, Xiaoru Total:			423.00
YTH1023 - Y Tire Performance LLC			
317058	07/19/2023		
Inv	33764		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/08/2023	Street Division Unit 330 Vehicle Manitt.Driving parts/ assemblies		3,177.74
Inv 33764 Total			3,177.74
Inv	33819		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/08/2023	Facilities Div Unit 624 Breaks, ball joint, water pump, tires		2,836.60
Inv 33819 Total			2,836.60
Inv	35341		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/08/2023	Brake and rotor replacement unit #1909		579.71
Inv 35341 Total			579.71
Inv	35515		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/09/2023	Tire replacement unit #1201		294.22
Inv 35515 Total			294.22
Inv	35538		
<u>Line Item Date</u>	<u>Line Item Description</u>		
05/11/2023	Tire replacement unit #1121		264.48
Inv 35538 Total			264.48
Inv	35764		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/09/2023	Tire replacement #1909		306.38
Inv 35764 Total			306.38
317058 Total:			7,459.13

Check Number	Check Date	Amount
YTI1023 - Y Tire Performance LLC Total:		7,459.13
ZOLL8021 - Zoll Medical Corporation		
0	07/19/2023	
Inv	3736292	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/24/2023	Fire - Lifeband 3pak	1,215.51
Inv 3736292 Total		1,215.51
Inv	3738229	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/26/2023	Fire - CPR electrode and thermal paper	574.93
Inv 3738229 Total		574.93
0 Total:		1,790.44
ZOLL8021 - Zoll Medical Corporation Total:		1,790.44
ZUMAR103 - Zumar Industries, Inc.		
0	07/19/2023	
Inv	7879	
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/28/2023	Traffic Delineators for 4th of july parade	2,474.01
Inv 7879 Total		2,474.01
0 Total:		2,474.01
ZUMAR103 - Zumar Industries, Inc. Total:		2,474.01
Total:		3,117,683.60

ATTACHMENT 4

Online Payments

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City of
SOUTH PASADENA

Online Payment Log			
Date	Vendor	Amount	Description
4/11/2023	Tesla Inc.	\$79.92	Online Payment for Tesla Premium Connectivity.
5/11/2023	Tesla Inc.	\$79.92	Online Payment for Tesla Premium Connectivity.
6/11/2023	Tesla Inc.	\$79.92	Online Payment for Tesla Premium Connectivity.
6/14/2023	So Cal Edison	\$10,071.83	Online Payment for Multiple City Electric Accounts.
6/22/2023	So Cal Edison	\$21,329.32	Online Payment for City Electric Account # 33859.
6/26/2023	Pitney Bowes	\$968.10	Online Payment for City's Postage Meter Lease (March 2023 to June 2023).
6/26/2023	So Cal Gas	\$941.70	Online Payment for City Owned Gas Accounts.
06/26-06/29/2023	So Cal Edison	\$79,460.81	Online Payment for Multiple City Electric Accounts.

Total: **\$113,011.52**

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ATTACHMENT 5
Payroll Summary

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Payroll

Payroll Summary Report



Payroll Date: 6/15/2023 Off-Cycle

Checks	\$	1,016.69
Direct Deposits	\$	-
IRS Payments	\$	-
EDD - State of CA	\$	-
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	1,016.69

Payroll Date: 6/23/2023 Regular

Checks	\$	1,939.88
Direct Deposits	\$	516,133.17
IRS Payments	\$	113,205.57
EDD - State of CA	\$	33,473.53
PERS Pension	\$	121,603.91
Deferred Comp	\$	25,762.06
PERS Health	\$	-
Subtotal:	\$	812,118.12

Grand Total: **\$ 813,134.81**

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City Council Agenda Report

ITEM NO. 9

DATE: July 19, 2023

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

PREPARED BY: John Downs, Interim Finance Director
Hsiulee Tran, Deputy Finance Director/Controller
Albert Trinh, Finance Manager

SUBJECT: **Monthly Investment Reports for May 2023**

Recommendation

The Agenda Report has been prepared and will be provided next week pending review and approval.

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City Council Agenda Report

ITEM NO. 10

DATE: July 19, 2023

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

PREPARED BY: John Downs, Interim Finance Director
Hsiulee Tran, Deputy Finance Director/Controller

SUBJECT: July 2022 – May 2023 Budget Update

Recommendation

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

Executive Summary

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

Background

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

To align with our Finance Department Operational Assessment and manage timely responses to changes in the City's financial position, a monthly budget update report on the City's fiscal performance through May 2023 (July through May), comparing all general fund revenues and expenditures incurred during the first 11 months of FY 2022-23 to the same period in FY 2021-22 has been completed.

As customary, the Monthly Financial Review primarily focuses on the General Fund since this is the fund that supports traditional municipal services the City provides for

residents, such as law enforcement, fire protection, public works services, parks, and recreation.

Analysis

Revenue Report

Percentage of Fiscal Year Complete: 91.67% (11 of 12 months)

Revenue Summary - All Fund Types					
91.67% of Fiscal Year Complete (includes budget adjustments made 03.15.23)					
Description	FY 2023 Budgeted Revenue	Year-To-Date Actual	Actual as %	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
General Fund	42,849,230	32,647,145	76.19%	1,606,659	31,040,486
Special Revenue/Grants	14,932,712	8,241,045	55.19%	-764,732	9,005,777
Water Enterprise	18,348,241	14,103,466	76.87%	-9,759,627	23,863,093
Internal Service	2,940,000	1,067,272	36.30%	-157,685	1,224,957
Successor Agency	196,500	180,750	91.98%	144,333	36,417
Total All Revenues	79,266,683	56,239,678	70.95%	-8,931,052	65,170,730

General Fund revenue has increased from prior year. The increase in revenue is due to increase in revenue from property taxes, utility user taxes, licenses and permits, fines, forfeitures, penalties, use of money, and charges for services.

Special revenue has decreased due to timing of reimbursements. Finance is working with Grants management to ensure funds are received timely.

Water Enterprise revenue is lower due to decrease in consumption in the current year of about \$500,000.

The Internal Service Fund is lower because the internal charges between funds is currently being reviewed, and adjustments have not been made to-date. The reimbursements of workers' compensation and general liability is also being reviewed by Finance. The Finance Commission has developed and had its 2023-24 Workplan approved by the City Council, and staff is working through the analysis to support their priorities, such as the review of internal service funds, insurance, etc.

July-May 2023 Financial Report

The table below shows the City's revenues and expenditures incurred through the first eleven months of the two fiscal years, from July 1 through May 31 for both fiscal years 2022-23 and 2021-22 for comparison purposes. Please note that this monthly report does not reflect any transfers of the General Fund, and that a future report will provide that information.

July 2022 – May 2023 Budget Update
 July 19, 2023
 Page 3 of 6

GENERAL FUND REVENUES & EXPENDITURES					
JULY - MAY 2023					
	FY 2023 Budget	FY 2023 July - May Actuals	FY 2022 July - May Actuals	Year over Year 11 month Dollar Comparison	Year over Year 11 month Percentage Comparison
Revenues					
Property Taxes	\$ 18,140,368	\$ 17,464,837	\$ 16,763,223	\$ 701,615	4.19%
Assessments & Special Taxes	360,000	337,868	350,763	(12,894)	-3.68%
Sales Taxes	6,346,000	4,407,775	4,504,888	(97,113)	-2.16%
Utility Users Taxes	4,299,703	3,540,220	3,298,170	242,050	7.34%
Franchise Fees	1,217,000	1,152,085	1,156,273	(4,188)	-0.36%
Licenses & Permits	903,280	774,962	753,470	21,492	2.85%
Fines, Forfeitures & Penalties	140,000	57,538	32,226	25,312	78.55%
Use of Money & Property	508,500	427,070	386,540	40,530	10.49%
Other Agencies	6,489,295	201,906	163,256	38,650	23.67%
Charges for Current Services	3,877,200	3,732,202	3,401,047	331,155	9.74%
All Other Revenues	84,500	67,299	230,631	(163,332)	-70.82%
Reimbursement From Other Funds	483,384	483,384	-	483,384	100.00%
Total Revenues	\$ 42,849,230	\$ 32,647,145	\$ 31,040,486	\$ 1,606,659	5.18%
Expenditures					
Operational Expenditures	\$ 38,369,083	\$ 30,706,434	\$ 29,302,840	\$ 1,403,594	4.79%
Total Expenditures	\$ 38,369,083	\$ 30,706,434	\$ 29,302,840	\$ 1,403,594	4.79%

July-May 2023 Revenue Performance

Overall, revenues for the City are up 5.18% (\$1,606,659) for the first eleven months of FY 2022-23 compared to FY 2021-22. Outlined below is a summary of the revenue performance for the City's revenues by categories:

The General Fund's Revenue by Categories 91.67% of Fiscal Year Complete (includes budget adjustments made)					
Description	FY 2023 Budgeted Revenue	Year-To-Date Actual	Actual as %	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Property Taxes	\$ 18,140,368	\$ 17,464,837	96.28%	\$ 701,615	\$ 16,763,223
Assessments & Special Taxes	360,000	337,868	93.85%	-12,894	350,763
Sales Taxes	6,346,000	4,407,775	69.46%	-97,113	4,504,888
Utility Users Taxes	4,299,703	3,540,220	82.34%	242,050	3,298,170
Franchise Fees	1,217,000	1,152,085	94.67%	-4,188	1,156,273
Licenses & Permits	903,280	774,962	85.79%	21,492	753,470
Fines, Forfeitures & Penalties	140,000	57,538	41.10%	25,312	32,226
Use of Money & Property	508,500	427,070	83.99%	40,530	386,540
Other Agencies	6,489,295	201,906	3.11%	38,650	163,256
Charges for Current Services	3,877,200	3,732,202	96.26%	331,155	3,401,047
All Other Revenues	84,500	67,299	79.64%	-163,332	230,631
Reimbursement From Other Funds	483,384	483,384	100.00%	483,384	-
Total Revenue by Categories	\$ 42,849,230	\$ 32,647,145	76.19%	\$ 1,606,659	\$ 31,040,486

Property Tax

Through the first eleven months in FY 2022-23, the City's largest revenue, Property Tax, was up 4.19% (\$701,615) from FY 2021-22. The City has received 96% of the revenue. For FY 2022-23, the City budgeted \$18,140,368. We're expecting another \$115,000 of revenue in June 2023 and additional revenues in July and August.

Property Tax in Lieu of VLF revenues were received in January 2023 and May 2023, totaling \$3,713,192, \$268,093 higher than prior year.

Sales Taxes

Taxes (including Sales Tax Measure A) are down 2.16% (\$97,113) through the first eleven months of FY 2022-23 from last year. Sales Taxes makes up 14% of total General Fund revenues and is the City's second largest revenue stream. The City budgeted \$6 million for FY 2022-23. Staff is expecting an additional \$427,000 in June (for April receipts) and will continue to receive additional revenues for the year through August.

Utility Users Tax (UUT)

UUT revenues are up 7.34% (\$242,050) in FY 2022-23 from prior year. UUT revenues for electric, gas, and cable increased the first eleven months of the year while UUT revenues for water and telephone decreased. We're expecting another \$120,000 of revenues in June along with additional revenues for the fiscal year through August.

Business License & Permits

Business Licenses and Permits are up by 2.85% (\$21,492) from prior year. There was a decrease in parking permits, fire permits, FOG wastewater permit, and street closure permits. Business licenses, filming permits and street/curb permits increased by \$49,000. Staff is working closely with our business license specialist, HdL, who we contract with for business license and Fats, Oils and Greases (FOG) permitting, to gain further compliance. The City Council had adopted emergency declarations related to some business requirements, including penalties on business license, as well as a relaxed signage program, during the pandemic, in an effort to be business-friendly. These declarations and relaxed elements have expired and sunsetted, and staff is working diligently with HdL and the business community toward compliance. As more businesses comply, we expect the business licenses revenues to increase.

Charges for Current Services

Charges for Services increased by 9.74% (\$331,155) from last year. Charges for Services include various fees such as Plan Check Fees, Paramedic Fees, Filming, Planning Fees, Building Permits, Inspection and Recreation Fees. As we advance out of the Covid-era, the charges for current services revenue will continue to increase as the City is opening more programs and activities for the public. We expect to see this increase continue in FY 23-24. Paramedic fees and police services for filming makes

up the biggest increase from prior year.

Fines, Forfeits, & Penalties

Fines, Forfeitures, and Penalties increased by 3.24% (\$12,418) from last year. The reason for this increase is due to processing of payment to Parking Citations vendor from September 2020 through July 2021 in FY 2021-22. This timing difference of payments caused the revenue to be understated in FY 2021-22.

Other Revenues

Other Taxes and Revenue increased by 20.40% (\$395,044) from last year. Interest and Rental income increased by \$117,000. In FY 2021-22, there were miscellaneous receivables received of \$108,000 for prior year which were not adjusted to the correct account when received. In FY 2022-23, clean-up of these accounts were made. The City contracts with San Marino Fire Department for a shared Division Chief. The City will receive a reimbursement from the City of San Marino in the near future for approximately \$65,000.

July-May 2023 General Fund Expenditure Performance by Department

GENERAL FUND EXPENDITURES				
Department	Budget Amount FY 23 Jul-Jun 2023	YTD Actual FY 23 Jul-May 2023	YTD Actual FY 22 Jul-May 2022	Difference
City Council	\$ 49,194	\$ 28,541	\$ 32,934	\$ (4,394)
City Manager	2,096,479	2,065,184	3,005,951	(940,768)
Management Services	2,886,344	2,177,529	6,615	2,170,914
City Clerk	112,292	84,732	132,360	(47,628)
Finance	3,898,020	2,254,699	1,950,828	303,871
City Treasurer	8,752	7,655	9,223	(1,568)
Police	11,032,589	9,581,476	10,371,101	(789,625)
Fire	6,725,340	6,698,842	7,096,726	(397,884)
Public Works	3,487,854	1,782,030	1,802,864	(20,834)
Community Development	3,773,099	2,926,571	2,091,937	834,634
Library	1,932,290	1,686,506	1,676,867	9,639
Community Services	1,571,830	1,342,696	1,125,434	217,262
Capital Projects	795,000	69,975	-	69,975
Total Expenditures	\$ 38,369,083	\$ 30,706,434	\$ 29,302,840	\$ 1,403,594

The City expended \$1,403,594 more than last year. The increase in expenditures can be attributed to payment of old outstanding invoices. In FY 2022, the City Manager’s Office was reorganized and two departments were created: the City Manager’s Office and the Management Services Department. The Management Services Department includes Human Resources, Risk Management, City Clerks Division, Grants

Management and Information Technology (IT). Expenditure in Management Services is higher due to increase insurance costs for workers compensation, general liabilities, and premiums. Finance has higher costs due to increase in training and consultants to help catch up on accounting tasks. Community Development's increase is due to paying old invoices which was brought to light when the department started cleaning up old files. Library and Community Services have higher costs than in prior year because of additional activities and community events.

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

Personnel Update

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

Fiscal Impact

Year to date through May General Fund revenues of \$32,647,145 exceed General fund expenditures of \$30,706,434 by \$1,940,711. It should be noted, however, that many revenues and expenditures for the year will be received through August. Fiscal year end projections are reflecting that expenditures will exceed revenues by \$907,418, excluding transfers. Staff will continue to monitor revenues and expenditures and will provide updated information as it becomes available.

Key Performance Indicators and Strategic Plan

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

Commission Review and Recommendation

This matter was e-mailed to the Finance Commission on July 13, 2023 because there was no Finance Commission meeting in July to review this update. This matter will be forwarded to the City Council thereafter. Moving forward, the monthly budget update will be provided to both bodies for their review and discussion.

Public Notification of Agenda Item

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

Attachments

- 1) Finance Department Performance Measures through July 2023
- 2) Personnel Vacancy Report through June 2023

ATTACHMENT 1

Finance Department Performance Measures through July 2023

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

Adopt Annual Budget in June	Yes/No	Efficiency	Adopted FY 23-24 June 21, 2023
Include 5-Year General Fund Financial Projection in Proposed and Adopted Annual Budget	Yes/No	Effectiveness	Industry best practices is usually 1-2 years projection, staff exploring further and may consider implementing in the future
Information Technology			
Complete Implementation of TCP Third-Party Electronic Timecard System by November 30, 2022	Narrative	Effectiveness	Will not complete. Currently testing out Employee Self Service Portal through Springbrook
Attendance at Spring brook Annual Conference by 2 Department Employees Each Year	Yes/No	Efficiency	Planned for 23-24
Contracts and Purchase Orders Management			
Electronic Encumbrances Established for All Contracts and Purchase Order Having Value Greater than current policy limit	Yes/No	Efficiency	Already implemented
Payroll Management			
Annual Covered Payroll *	\$	Workload	Stated in budget.
Distribute W2s per IRS guidelines	Yes/No	Effectiveness	Successfully completed in January 2023
Accounts Payable			
Complete Warrant Register With Inclusion of All Properly Prepared Payment Requests	%	Effectiveness	Bi-monthly task
Business Licensing			
Number of Licensing Accounts	#	Workload	To be stated in budget
Percentage of Licensing Accounts Paid Electronically	%	Efficiency	To be stated in budget
Utility Billing			
Number of Water Accounts	#	Workload	To be stated in budget
Percentage of Water Accounts Paid Electronically	%	Efficiency	To be stated in budget

* = Detailed in Annual Budget

ATTACHMENT 2

Personnel Vacancy Report through June 2023

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Budget Authorized Positions vs. Filled Positions

As of June 30, 2023

Department	Budget Authorized Positions			Filled Positions			Number of Unfilled FT Positions	Number of Unfilled PT Positions	Number of Unfilled Positions	% of Positions Filled	% of Positions Unfilled
	Full Time	Part Time	Total	Full Time	Part Time	Total					
City Manager's Office	5	1	6	5	0	5	0	1	1	83.33%	16.67%
Community Development	13	1	14	12	0	12	1	1	2	85.71%	14.29%
Community Services	9	45	54	8	42	50	1	3	4	92.59%	7.41%
Finance	7	1	8	6	0	6	1	1	2	75.00%	25.00%
Fire	22	1	23	20	0	20	2	1	3	86.96%	13.04%
Library	10	36	46	10	32	42	0	4	4	91.30%	8.70%
Management Services	8	0	8	5	0	5	3	0	3	62.50%	37.50%
Police	53	6	59	42	2	44	11	4	15	74.58%	25.42%
Public Works	38	2	40	34	3	37	4	-1	3	92.50%	7.50%
Totals:	165	93	258	142	79	221	23	14	37	85.66%	14.34%

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City Council Agenda Report

ITEM NO. 11

DATE: July 19, 2023

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

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

SUBJECT: **Approval of City Council Meeting Minutes for June 21, 2023
and June 28, 2023**

Recommendation

It is recommended that the City Council approve the minutes for the June 21, 2023, Regular City Council Meeting, June 21, 2023, Special Joint Meeting with the Finance Commission, June 28, 2023 Special Meeting, and the June 28, 2023 Special Joint Meeting with all City Commissions.

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 are no costs anticipated for work related to this project.

Attachments:

1. June 21, 2023, Regular City Council Meeting Minutes
2. June 21, 2023, Special Joint City Council Meeting Minutes
3. June 28, 2023, Special City Council Meeting Minutes
4. June 28, 2023, Special Joint City Council Meeting Minutes

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ATTACHMENT 1

June 21, 2023, Regular City Council Meeting Minutes

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

**MINUTES
WEDNESDAY, JUNE 21, 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, June 21, 2023, at 7:00 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	Janet Braun
Councilmember	Michael A. Cacciotti
Councilmember	Jack Donovan

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 Cacciotti.

CLOSED SESSION ANNOUNCEMENTS

- 1. **CLOSED SESSION ANNOUNCEMENTS**
None.

PUBLIC COMMENT

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

Zoom Public Comment:
None.

In Person Public Comment:
Jorge Rivera spoke regarding the Healing and Justice Center.

Wes Reutimann spoke regarding the San Gabriel Valley – Open Streets and other events.

Yvonne LaRose spoke regarding the 19th Amendment and Juneteenth.

Mayor Primuth and Councilmember Cacciotti directed staff to send a letter of support to the San Gabriel Valley Council of Governments for an Open Streets event.

PRESENTATIONS

3. **PRESENTATION OF A PROCLAMATION THE WEEK OF JUNE 19 TO JUNE 24, 2023 AS NATIONAL MOSQUITO CONTROL AWARENESS WEEK**

Mayor Primuth and Anais Diaz presented the Proclamation declaring the week of June 19 to June 24, 2023 as national mosquito control awareness week.

4. **PRESENTATION OF A PROCLAMATION RECOGNIZING EL ADOBE FLORES IN THE CITY OF SOUTH PASADENA**

Mayor Primuth and Felix Gutierrez presented the Proclamation recognizing El Adobe Flores in The City of South Pasadena.

PRESENTATIONS

5. **STAFF INTRODUCTION**

Library:

Jenny Reyes, Librarian

Cathy Billing, Library Director, introduced the employee.

The City Council recessed to the Joint Special Meeting with the Finance Commission at 7:37 P.M.

The City Council reconvened to the Regular City Council Meeting at 10:21 P.M.

COMMUNICATIONS

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

None.

CONSENT CALENDAR

Mayor Pro Tem Zneimer requested to pull Item No. 9 for separate discussion. A motion was made by Councilmember Cacciotti, seconded by Councilmember Donovan and approved by roll call vote to approve Consent Calendar Item Nos. 7, 8, 10, and 11, with the modifications to Item No. 10 reflected in 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.

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$17,792.76; GENERAL CITY WARRANTS IN THE AMOUNT OF \$441,871.66; ONLINE PAYMENTS IN THE AMOUNT OF \$91,021.02; TRANSFERS IN THE AMOUNT OF \$60,000.00; VOIDS IN THE AMOUNT OF (\$275.00); PAYROLL IN THE AMOUNT OF \$797,319.90

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 APRIL 2023

Recommendation

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

A motion was made to approve recommendation on the Consent Calendar

9. UPDATE ON THE REMOVAL OF RACIALLY RESTRICTIVE COVENANTS FROM CITY-OWNED PROPERTIES

Recommendation

It is recommended that the City Council receive and file an update on the removal of racially restrictive covenants from City-owned properties.

Mayor Pro Tem Zneimer pulled Item No. 9 for separate discussion.

COUNCIL ACTION AND MOTION

Hearing no opposition, the update was received and filed.

10. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR JUNE 7, 2023

Recommendation

It is recommended that the City Council approve the minutes for the June 7, 2023, Regular City Council Meeting.

A motion was made to approve recommendation on the Consent Calendar with the modifications reflected in the additional documents.

11. RECEIVE AND FILE FISCAL YEAR 2023-24 WATER AND SEWER CAPACITY CHARGES

Recommendation

It is recommended that the City Council receive and file information related to the annual adjustment of Water and Sewer Development Impact Fees, also referred to as Water and Sewer Capacity Charges, for Fiscal Year (FY) 2023-2024.

A motion was made to approve recommendation on the Consent Calendar

PUBLIC HEARING

12. ADOPTION OF A RESOLUTION CONFIRMING AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT (LLMD) FOR FISCAL YEAR 2023-2024

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONFIRMING A DIAGRAM AND THE FISCAL

YEAR 2023-2024 ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE IN AN EXISTING LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

Recommendation

It is recommended that the City Council, after receiving Public Hearing testimony, adopt the attached resolution confirming the annual levy and collection of assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2023-2024.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Item No. 12, as presented by staff. The motion carried 5-0, by the following vote:

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

Resolution No. 7823 was adopted.

ACTION/DISCUSSION

13. REPORT ON THE MEASURES TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO THE ADOPTION OF INTERIM URGENCY ORDINANCE NO. 2374 THAT ESTABLISHED THE CURRENT MORATORIUM ON NO-FAULT JUST CAUSE EVICTIONS OF RESIDENTIAL TENANCIES

Recommendation

It is recommended that the City Council adopt and issue the 10-Day Report regarding Interim Urgency Ordinance No. 2374 that imposed a moratorium on no-fault just cause evictions of residential tenancies.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Councilmember Donovan approved by roll call vote to approve Item No. 13, as presented by staff. The motion carried 5-0, by the following vote:

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

ABSTAINED: None.

14. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR NOVEMBER 2, 2022, AND NOVEMBER 9, 2022

Recommendation

It is recommended that the City Council:

1. Approve the minutes for the November 2, 2022, Special City Council Meeting; and
2. Approve the minutes for the November 9, 2022, Special Joint City Council and Planning Commission Meeting.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Item No. 14, as presented by staff. The motion carried 4-0-0-1, by the following vote:

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

15. APPROVAL OF THE AGREEMENT WITH PARKWOOD LANDSCAPE MAINTENANCE, INC. FOR AN ANNUAL AMOUNT UP TO \$684,000 FOR LANDSCAPE MAINTENANCE SERVICES FOR A TERM OF THREE YEARS

Recommendation

It is recommended that the City Council award an agreement to Parkwood Landscape Maintenance Inc. to provide Landscape Maintenance Services to City facilities, for an annual amount up to \$684,000 for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 and authorize the City Manager to execute the Agreement.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Councilmember Braun and approved by roll call vote to approve Item No. 15, as presented by staff. The motion carried 5-0, by the following vote:

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

16. ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2023-2024 PROJECT LIST AND EXPENDITURE PLAN TO BE FUNDED BY SENATE BILL 1 (SB 1) ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, IDENTIFYING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Recommendation

It is recommended that the City Council:

1. Adopt a resolution approving the Fiscal Year (FY) 2023-2024 project list and expenditure plan for the Senate Bill 1 (SB 1) Road Repair and Accountability Act of 2017 (SB 1) to be funded through the State’s Road Maintenance and Rehabilitation Account (RMRA); and
2. Authorize the City Manager and her designee, the Public Works Director, to sign the application and all related program documents.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Councilmember Braun and approved by roll call vote to approve Item No. 16, as presented by staff. The motion carried 5-0, by the following vote:

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

Resolution No. 7824 was adopted.

PUBLIC COMMENT – CONTINUED

17. CONTINUED PUBLIC COMMENT – GENERAL

None.

COMMUNICATIONS

18. COUNCILMEMBER COMMUNICATIONS

Mayor Pro Tem Zneimer thanked City Attorney Roxanne Diaz on the successful Meet and Greet event.

Councilmember Donovan had no comments.

Councilmember Braun had no comments.

Councilmember Cacciotti gave a presentation on the Electric Leaf Blower Demonstration on June 27, the “Public Works Week” staff lunch, the Finance Department’s budget prep, his recent interaction with troop 7, his recent AQMD meeting, and various community highlights.

Mayor Primuth highlighted the upcoming Commissioner’s Congress scheduled for June 28, 2023.

19. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan had no comments.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 11:25 P.M., to the Closed Session meeting.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

ATTACHMENT 2

June 21, 2023, Special Joint City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING
CITY COUNCIL AND FINANCE COMMISSION**

MINUTES
WEDNESDAY, JUNE 21, 2023, AT 7:02 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Finance Commission was called to order by Mayor Primuth on Wednesday, June 21, 2023, at 7:39 P.M. in the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

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

ROLL CALL OF FINANCE COMMISSIONERS:

Chair	Peter Giulioni Jr
Vice-Chair	Sheila Rossi
Commissioner	Cynthia Quade
Commissioner	Ed Elsner
Commissioner	Frederick A. Findley

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.

PUBLIC COMMENT

1. Public Comment

In-Person Comments:

Sally Kilby spoke regarding the budget for the Library Master plan.

Josh Betta spoke regarding the adoption of Fiscal Year 23-24 budget

Zoom Public Comments:

John spoke regarding three new positions for the Police Department in Fiscal Year 23-24 budget.

ACTION/DISCUSSION

2. ADOPTION OF FISCAL YEAR 2023-24 ANNUAL OPERATING AND CAPITAL BUDGETS REPORT, MASTER FEE SCHEDULE AND RESOLUTION

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING THE FISCAL YEAR 2023-24 ANNUAL OPERATING AND CAPITAL BUDGETS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ADOPTING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2023-2024 TO 2027-2028, MAKING A FINDING OF CONSISTENCY WITH THE GENERAL PLAN AND MAKING A FINDING OF EXEMPTION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15061(B)(3)

Recommendation

Staff recommends that the City Council:

1. Adopt a Resolution approving the Fiscal Year (FY) 2023-2024 through 2027-2028 Five-Year Capital Improvement Program (CIP), making a finding of consistency with the City’s General Plan;
2. Adopt the Fiscal Year 2023-24 Annual Operating and Capital Budgets;
3. Approve the Five-Year Capital Improvement Program; and
4. Adopt A Resolution approving the Fiscal Year 2023-24 Annual Operating and Capital Budgets.

Deputy City Manager Domenica Megerdichian introduced the item. Finance Director John Downs gave a presentation. Staff responded to questions raised by the City Council.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Councilmember Zneimer, and approved by roll call vote to approve Recommendation Nos. 1 and 4 with modifications to keep the reserves for mental health and the Stables CIP as reserves and to incorporate scenario #2 of the proposed personnel changes. The motion carried 4-1, by the following vote:

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

Resolution No. 7821 and 7822 were adopted.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council and Finance Commission at 10:02 P.M. then reconvened to the Regular City Council Meeting.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

ATTACHMENT 3

June 28, 2023, Special City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL MEETING OF THE CITY
COUNCIL**

**MINUTES
WEDNESDAY, JUNE 28 2023, AT 5:00 P.M.**

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Primuth on Wednesday, June 28, 2023, at 5:05 P.M. in the City Council Chambers, 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
Councilmember	Janet Braun

ABSENT

None

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Stephanie Cao, Assistant 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 Jack Donovan.

PUBLIC COMMENT

1. PUBLIC COMMENT

Mayor Primuth clarified that the Moratorium item is a public hearing and public comment on the item will be taken after staff presentation and City Council questions.

PUBLIC HEARING

2. ADOPTION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA EXTENDING ORDINANCE NO. 2374 ESTABLISHING AN INTERIM MORATORIUM ON NO-FAULT JUST CAUSE TERMINATIONS OF RESIDENTIAL TENANCIES IN THE CITY OF SOUTH PASADENA AND DECLARING THE URGENCY THEREOF TO TAKE EFFECT IMMEDIATELY UPON ADOPTION

ORDINANCE

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REGARDING 1) APPROVAL OF THE ENVIRONMENTAL ASSESSMENT; AND 2) ADOPTION OF THE 2021-2029 GENERAL PLAN HOUSING ELEMENT (SIXTH CYCLE, FIFTH DRAFT) UPDATE OF THE SOUTH PASADENA GENERAL PLAN, CONSISTENT WITH THE STATUTORY REQUIREMENT OF CALIFORNIA HOUSING ELEMENT LAW.

Recommendation

It is recommended that the City Council waive full reading of the Urgency Ordinance extending Ordinance No. 2374 establishing an interim moratorium on no-fault just cause terminations of residential tenancies and adopt the Urgency Ordinance.

Senior Planner Leah Demarest provided verbal presentation on the item. Staff responded to questions raised by the City Council.

The Mayor opened the Public Hearing.

In-Person Comments:

Max Sherman spoke regarding the proposed Moratorium on behalf of the Apartment Association of Greater Los Angeles.

Rachel Russell spoke regarding the proposed Moratorium.

Kristy Smith spoke regarding the proposed Moratorium.

Zoom Comments:

Jorge Rivera spoke regarding the proposed Moratorium.

Bill Kelly spoke regarding the proposed Moratorium.

Rian Barrett spoke regarding the proposed Moratorium.

The Mayor closed the public hearing.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Zneimer directed staff to include a “Sunset” clause in the forthcoming permanent ordinance with a finite duration.

A motion was made by Mayor Pro Tem Zneimer, seconded by Councilmember Cacciotti and approved by roll call vote to approve Item No. 2 as recommended with the modification to the ordinance to amend section 3 to reduce the length of the moratorium to six months. The motion carried 5-0, by the following vote:

AYES: Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth

NOES: None.

ABSENT: None.

ABSTAINED: None.

Ordinance No. 2376 was adopted.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 5:49 P.M. to the next Regular City Council meeting scheduled for July 19, 2023.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

ATTACHMENT 4

June 28, 2023, Special Joint City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY COUNCIL
AND ADVISORY BODIES**

MINUTES

WEDNESDAY, JUNE 28 2023, A 6:00 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Advisory Bodies was called to order by Mayor Primuth on Wednesday, June 28, 2023, at 6:18 P.M. at War Memorial Building, located at 435 Fair Oaks Avenue, South Pasadena, Ca 91030.

ROLL CALL:

PRESENT

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

ABSENT

None

ROLL CALL OF COMMISSIONS:

Representatives from the following Commissions were present: Community Services Commission, Cultural Heritage Commission, Design Review Board, Finance Commission, Library Board of Trustees, Mobility and Transportation Infrastructure Commission, Natural Resources and Environmental Commission, Planning Commission, Public Arts Commission, Public Safety Commission, and Public Works Commission

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Mark Perez, Deputy City Clerk, members of the Executive Team and Staff Liaisons to Advisory Bodies were present at Roll Call.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Zneimer.

PUBLIC COMMENT

1. PUBLIC COMMENT

None.

PUBLIC HEARING

2. 2023 COMMISSIONER CONGRESS

Presentation of 2022-2023 Commission accomplishments and workplans.

A presentation was made by a member of each Commission.

Hearing no opposition, the presentations were received and filed.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 8:03 P.M. to the next Regular City Council meeting scheduled for July 19, 2023.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:



City Council Agenda Report

ITEM NO. 12

DATE: July 19, 2023

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

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

SUBJECT: Approval of the Revised 2023 City Council Meeting Schedule

Recommendation

It is recommended that the City Council approve the revised City Council meeting schedule for the 2023 calendar year.

Executive Summary

Multiple members of the Executive Team and Council will be attending a conference taking place the week of September 18, 2023. This interferes with the scheduled September 20, 2023, City Council meeting, and therefore, staff is requesting to reschedule the regular meeting to the following Wednesday, September 27.

Background

Pursuant to South Pasadena Resolution No. 7716, City Council meetings are held on the first and third Wednesdays of each month. Closed Session begins at 6:00 p.m. and Open Session begins at 7:00 p.m. Adopting a meeting schedule gives the City Council, staff, and the community the ability to plan their schedules for the calendar year. The City Council maintains the ability to adjust, cancel, and/or add other meetings as deemed appropriate.

At the September 7, 2022, City Council meeting, Council approved the below meeting cancellations for 2023.

- January 4, 2023 – The City closes for winter break starting Friday, December 23, 2022 and reopens on Tuesday, January 3, 2023. This does not allow sufficient time to prepare and post a full agenda. If the need for a meeting arises, staff can prepare to schedule and host a special meeting the second week in January.
- July 5, 2023 – In preparation for the Fourth of July scheduled events, staff from several departments will be working at full capacity leading up to the Holiday and staff will not have sufficient time to prepare for the regularly scheduled City Council Meeting on July 5th. Staff will be prepared to hold a special City Council meeting on Wednesday, July 12, 2023, should the need arise.

- August 2, 2023 – The City Council provided direction at its meeting of June 19, 2013 to cancel the first meeting in August, unless there was a special need to conduct City business.

Analysis

The City Council approved changes to the 2023 City Council meeting schedule on September 7, 2022. After consulting with the Mayor and members of the City Council, both staff and members of the Council will be attending the League of California Cities Conference on the week of September 18, 2023. Therefore, staff is requesting to reschedule the September 20, 2023, City Council meeting to Wednesday, September 27, 2023, to accommodate for Executive Team staff and Council who are planning to attend the Conference.

Fiscal Impact

There is no fiscal impact associated with this item.

Attachment: Revised 2023 Regular City Council Meeting Schedule

ATTACHMENT

Revised 2023 Regular City Council Meeting Schedule

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CITY OF SOUTH PASADENA
REVISED 2023 REGULAR CITY COUNCIL MEETING SCHEDULE

City Council Meeting Date	Notes
January 4, 2023	CANCELLED Due to Winter Holiday Closure
January 18, 2023	
February 1, 2023	
February 15, 2023	
March 1, 2023	
March 15, 2023	
April 5, 2023	CANCELLED Due to Spring Break
April 19, 2023	
May 3, 2023	
May 17, 2023	
June 7, 2023	
June 21, 2023	
July 5, 2023	CANCELLED Due to preceding Fourth of July Holiday
July 19, 2023	
August 2, 2023	CANCELLED Due to Council Directive from 6/19/2013 City Council Meeting: No Council Meeting the First Week of August
August 16, 2023	
September 6, 2023	
September 27, 2023	RESCHDULED Due to Councilmembers and Executive Team members Attending League of CA Cities Conference
October 4, 2023	
October 18, 2023	
November 1, 2023	
November 15, 2023	
December 6, 2023	
December 20, 2023	

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City Council Agenda Report

ITEM NO. 13

DATE: July 19, 2023

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

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

SUBJECT: **Approval of a Second Amendment to the Professional Services Agreement for Video Production Services with Studio Spectrum, Inc. for a New Total Not-To-Exceed Amount of \$90,000 Annually.**

Recommendation

It is recommended that the City Council approve the Second Amendment to the Professional Services Agreement with Studio Spectrum, Inc., to increase the contract amount by \$4,000 for a total amount not to exceed \$90,000 annually and authorize the City Manager to execute the Second Amendment.

Executive Summary

Since 2011, the City of South Pasadena (City) has contracted with Studio Spectrum, Inc., to provide video production services. In preparation for the development of the Fiscal Year (FY) 2024 budget, staff conducted an extensive review of the services and payments made to Studio Spectrum. For FY 2023, the City budgeted \$53,880; however, in reviewing the City's contract, this amount did not accurately reflect what was required for continued services. On June 7, 2023, the City Council approved an amendment with Studio Spectrum to raise the total compensation amount to \$86,000 for each fiscal year. Due to unforeseen additional City Council meetings, Joint Meetings with Commissions, and community meetings, raising the total compensation amount is necessary to pay the pending balance for FY 2022-2023. The requested contract amount is intended to cover the costs for additional video production services they provided to the City. The proposed amendment will properly reflect the amount for services provided by Studio Spectrum in FY 2022-2023 and allow for payment to the vendor. Because it is likely that that additional joint meetings will occur in the upcoming year, Staff is recommending that the fiscal year compensation be increased to \$90,000. Staff anticipates additional service needs in the year ahead.

Background

The City has used Studio Spectrum, Inc. for approximately twelve years. On February 16, 2022, the City entered into a Professional Services Agreement with Studio Spectrum, Inc. to provide video production, web streaming, and archiving services. The contract was for a term through June 30, 2024, for an amount not to exceed \$53,880 annually, with an option to renew for two additional one-year terms. Studio Spectrum

Approval of a Second Amendment with Studio Spectrum, Inc.

July 19, 2023

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assists the City with video production services for the City Council and Planning Commission meetings. Studio Spectrum assists in live-streaming public meetings and provides equipment rentals for when the City hosts joint meetings requiring additional peripheral equipment that the City still needs to purchase. The agreement was amended on June 7, 2023, to increase the compensation to \$86,000 for each fiscal year and correct administrative errors in the original agreement.

Analysis

As of June 2023, the City has incurred approximately \$87,435 for services rendered by Studio Spectrum, Inc. for FY 2023. Staff expects an additional invoice for approximately \$2,000. The Management Services Department has the necessary funds to cover all costs. However, the total cost owed to Studio Spectrum exceeds the total amount payable per our amended agreement, and council approval is requested via the proposed amendment.

The additional costs are due to an increase in special and joint meetings and their duration held by City Council and various advisory bodies, as well as community meetings held throughout this year that required video services and equipment rentals. These meetings include special meetings related to the budget adoption, the eviction moratorium, and the General Plan. The Joint City Council meetings require additional equipment to be provided and installed by Studio Spectrum. The \$4,000 in costs incurred are due to these additional special meetings.

Fiscal Impact

No additional appropriation is required for this contract amendment as the Management Services Department has sufficient funds in the City Clerk Division Contract Services Account (101-2030-2033-8200-000). When the Department became aware of the lack of funds for the contract, a request for an administrative transfer of funds between line items within the Department was initiated and executed, per the City's Finance Policies, however, an amendment to the agreement is also necessary to include the additional amount as part of the vendor's compensation for additional services rendered in this fiscal year. Staff is recommending that the compensation for the remaining term of the agreement be increased to \$90,000

Attachments:

1. Professional Services Agreement for Consultant Services with Studio Spectrum, Inc.
2. First Amendment to the Professional Services Agreement with Studio Spectrum, Inc.
3. June 7, 2023, Staff Report and First Amendment to Studio Spectrum, Inc. Agreement
4. Proposed Second Amendment to the Professional Services Agreement with Studio Spectrum, Inc.

ATTACHMENT 1

Professional Services Agreement for
Consultant Services with Studio Spectrum,
Inc.

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena [*Studio Spectrum, 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 STUDIO SPECTRUM, INC. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Video Production, Web Streaming and Archiving 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.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **Lucy Demirjian, Management Services 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

Professional Services Agreement – Consultant Services

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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 fifty-three thousand, eight hundred and eighty dollars (\$53,880) for fiscal year 2021/22;
- 3.5. “Commencement Date”: July 1, 2021
- 3.6. “Termination Date”: June 30, 2024, unless extended at option of the City Manager for an additional two years at the same rate.

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, with an option to extend the term for an additional two fiscal years. 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. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit 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. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

12. INSURANCE

- 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: [Cablecast Operations]

Professional Services Agreement – Consultant Services

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- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

- Professional Liability Insurance: \$1,000,000 per occurrence,
 \$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- 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 Clerk's Division, 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

Lucy Demirjian
Management Services Director
City of South Pasadena
Management Services Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230
Facsimile: (626) 403-7211

If to Consultant

John Buckowski
Studio Spectrum, Inc.
1056 N. Lake Street
Burbank, CA 91502
Telephone: (818) 843-1610

With courtesy copy to:
Andrew Jared, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado, Suite 850
Pasadena, CA 91101
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

“City”

City of South Pasadena

By: Armine Chaparyan

Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 2/28/2022

“Consultant”

Studio Spectrum, Inc.

By: [Signature]

Signature

Printed: John Buckowski

Title: President

Date: 2/17/2022

Attest:

By: Christina Muñoz

Christina Muñoz, Deputy City Clerk

Date: 2/28/2022

Approved as to form:

By: Andrew Jared

Andrew Jared, City Attorney

Date: 2/17/2022

EXHIBIT A

SCOPE OF WORK

Cablecast Operations

The contractor must effectively operate, or be trained to effectively operate, City-owned equipment located in the cablecast operations room.

1. Operate cablecast of, and video record, City Council and Planning Commission regular meetings, gavel-to-gavel, including no more than 60 minutes of pre-production programming.
2. Operate cablecast of, and video record, City Council and Planning Commission special meetings, gavel-to-gavel, including no more than 60 minutes pre-production programming, at the City's discretion.
3. Operate cablecast of, and video record, of events and special programming as requested by City staff.
4. Perform pre-meeting tune-up and testing of the audio and video broadcasting systems.
5. Perform necessary editing, including content assembly and character generation.
6. Monitor, integrate, and manage audio/visual presentations.
7. Analyze and troubleshoot system problems that may arise during a broadcast.

Video Web Streaming and Archiving

The contractor must provide all necessary hardware and software components that will provide encoding, streaming, and archiving functionality to allow public users access to live and archived videos. In addition, the contractor must provide the following required features:

1. Hosted capacity for storage of at least six months of archived videos.
2. Hosted streaming capabilities to support a minimum of 100 concurrent users (and a demonstrable method of growth).
3. Indexing and archiving of videos requiring minimal or no engagement by City staff.
4. User-side software that integrates completely with Microsoft Internet Explorer.
5. Service must support cross-platform devices (Android/iOS devices).
6. The quality for web streamed video and archived video should be capable of near-HD quality.

EXHIBIT B
APPROVED FEE SCHEDULE

Description of Services	Estimated No. of Hrs. Per Year	Retroactive to July 1, 2021	Approval of Contract through June 30, 2024*	Annual Estimate
Cablecast of regular and special City Council and Planning Commission meetings. (includes offsite Special Events: Single camera crew, including production equipment and post production editing.)	200	\$150/hr	\$165	\$33,000
System upgrades and regular maintenance of equipment	52	\$150/hr	\$165	\$8,580

Description of Services	Estimated meetings	Price Per Video		Annual Estimate
		Retroactive to July 1, 2021	Approval of Contract through June 30, 2024*	
Video Web Streaming and Archiving of City Council meetings (with indexing).	24	\$375	\$395	\$9,480
Video Web Streaming and Archiving of Planning Commission meetings (no indexing).	12	\$225	\$235	\$2,420

*Option to extend for 2 years through June 30, 2026.

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ATTACHMENT 2

1st Amendment to the Professional Services
Agreement for Consultant Services with
Studio Spectrum, Inc.

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 7th day of June, 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and STUDIO SPECTRUM, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on February 16, 2022, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES (“Agreement”) for CONSULTANT to provide video production, web streaming and archiving services for the City; and

WHEREAS, the original Agreement was in the amount of \$53,880 for fiscal year 2021-22, for the Scope of Services; and,

WHEREAS, the original “Agreement Administrator” for this project was Lucy Demirjian, Management Services Director; and,

WHEREAS, the City desires to execute the First Amendment to revise the maximum amount not to exceed \$86,000 per fiscal year over the term of the contract; and,

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

1. That Section 3.2 “Agreement Administrator” of the Agreement is hereby amended to read as follows:

“Agreement Administrator”: The Agreement Administrator for this project is **Luis Frausto, Management Services 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.”

2. That Section 3.4 “Maximum Amount” of the Agreement is hereby amended to read as follows:

“Maximum Amount”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Eighty Six Thousand Dollars (\$86,000) annually.

3. That Section 3.7 “Annual” is hereby added to read as follows:

“Annual”: The term shall “annual” shall be defined as a fiscal year beginning July 1 to June 30 of any given year.

4. That Section 14 “Notices” is hereby amended to read as follows:

“If to City

Luis Frausto
Management Services Director
City of South Pasadena
Management Services Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230
Facsimile: (626) 403-7211”

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

“City”
City of South Pasadena

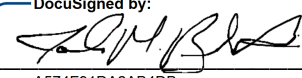
By: _____
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: _____

“Consultant”
Studio Spectrum, Inc.

DocuSigned by:
By: 
Signature
A574F91DA2AB4DB...

Printed: John Buckowski

Title: President

Date: 6/1/2023

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

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ATTACHMENT 4

2nd Amendment to the Professional
Services Agreement for Consultant Services
with Studio Spectrum, Inc.

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City Council Agenda Report

ITEM NO. 10

DATE: June 7, 2023

FROM: Arminé Chaparyan, City Manager *AC*

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

SUBJECT: **Approval of an Amendment to the Professional Services Agreement for Professional Production Services with Studio Spectrum, Inc.**

Recommendation

It is recommended that the City Council authorize the City Manager, or designee, to execute the proposed Amendment and all documents necessary to amend the Professional Services Agreement with Studio Spectrum, Inc., and increase the contract amount by \$32,120 for a total amount not to exceed \$86,000 annually, inclusive of a ten percent contingency in the amount of approximately \$7,269 to continue professional production services.

Executive Summary

Since 2011, the City has contracted with Studio Spectrum, Inc., to provide video production services. In preparation for the development of the FY 2024 budget, staff conducted an extensive review of the services and payments made to Studio Spectrum. For FY 2023, the City budgeted \$53,880, however, in reviewing the City's contract, this amount does not accurately reflect what is required for continued services. The requested contract amount is intended to cover the base monthly support cost paid to Studio Spectrum for the video production services they provide for our City Council and Planning Commission meetings. The proposed amendment will properly reflect the monthly amount for services by Studio Spectrum and allow for payment to the vendor.

Background

The City has used Studio Spectrum, Inc. for approximately 12 years. On February 16, 2022, the City of South Pasadena (City) entered into a Professional Services Agreement with Studio Spectrum, Inc. to provide video production, web streaming and archiving services. The contract was for a term through June 30, 2024, for an amount not to exceed \$53,880 annually, with an option to renew for two additional one-year terms. Studio Spectrum assists the City with video production services for the City Council and Planning Commission meetings. Studio Spectrum assists in livestreaming public meetings and also provides equipment rentals, for when the City hosts joint meetings which require additional peripheral equipment that the City has not purchased.

Approval of a First Amendment to the Agreement with Studio Spectrum, Inc.

June 7, 2023

Page 2 of 3

Analysis

In reviewing the contract agreement with Studio Spectrum, Staff has identified changes that need to be made to the Professional Services Agreement (PSA) to correct administrative errors that were inadvertently included in the original contract terms. These issues are recommended to be corrected in order to avoid payment discrepancies and contract management confusion. The proposed changes would allow for the contract to properly reflect the intended terms. The current contract contains language that indicates the \$53,880 contract amount was only for Fiscal Year 2021-2022, however, the intent of the contract was to allow for annual funding in the amount of \$53,880 for Studio Spectrum's services, for Fiscal Years 2022-2023 and 2023-2024, for a total of \$107,760 for the two-year term.

Additionally, due to staffing changes, administrative clean-up language is recommended to update the City's designee contact information to the current Department Director and to clarify that the contract is in accordance with fiscal years, and not calendar years by defining the term "annual" as a fiscal year beginning on July 1st and ending on June 30th of any given year.

As of May 2023, the City has incurred approximately \$50,325 for services rendered by Studio Spectrum, Inc. for Fiscal Year 2022-2023. Of the \$53,880 appropriated to the contract, \$3,555 remains. An additional \$26,500 is necessary to continue funding services through June 30, 2023. If approved, the City Clerk Division will budget for this contract for Fiscal Year 2023-2024.

The high cost accumulated during this fiscal year are due to an increase in special and joint meetings and their duration held by City Council and various advisory bodies throughout this year. The Joint City Council meetings require additional equipment to be provided and installed by Studio Spectrum. These additional services account for the higher than average cost that led to the proposed requested appropriations. Of the \$50,325 in costs incurred, approximately \$11,312 is for these special meetings.

Staff has included a ten percent contingency appropriation to help ensure that all unforeseen monetary needs are met. The City foresees that the increased cost will be the new trend going forward and will budget appropriately for the 2023-2024 fiscal year.

Fiscal Impact

No additional appropriation is required for this contract amendment. The Management Services Department has sufficient appropriate funds in the Contract Services Account (101-2030-2033-8200-000). When the Department became aware of the lack of funds for the contract, a request for an administrative transfer of funds between line items within the Department was initiated and executed, per the City's Finance Policies. In order to make payment to the vendor and continue services through June 30, 2023, the approval of the proposed amendment is required.

Approval of a First Amendment to the Agreement with Studio Spectrum, Inc.

June 7, 2023

Page 3 of 3

If approved, the new annual amount will be reflected in the FY 2024 City Clerk Division's budget.

Attachments:

1. Professional Services Agreement for Consultant Services with Studio Spectrum, Inc.
2. Proposed First Amendment to the Professional Services Agreement with Studio Spectrum, Inc.

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ATTACHMENT 1

Professional Services Agreement for
Consultant Services with Studio Spectrum,
Inc.

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena [*Studio Spectrum, 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 STUDIO SPECTRUM, INC. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Video Production, Web Streaming and Archiving 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.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **Lucy Demirjian, Management Services 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

Professional Services Agreement – Consultant Services

Page 1 of 17

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 fifty-three thousand, eight hundred and eighty dollars (\$53,880) for fiscal year 2021/22;
- 3.5. “Commencement Date”: July 1, 2021
- 3.6. “Termination Date”: June 30, 2024, unless extended at option of the City Manager for an additional two years at the same rate.

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, with an option to extend the term for an additional two fiscal years. 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. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit 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. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

12. INSURANCE

- 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: [Cablecast Operations]

Professional Services Agreement – Consultant Services

Page 7 of 17

- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- 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 Clerk's Division, 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

Lucy Demirjian
Management Services Director
City of South Pasadena
Management Services Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230
Facsimile: (626) 403-7211

If to Consultant

John Buckowski
Studio Spectrum, Inc.
1056 N. Lake Street
Burbank, CA 91502
Telephone: (818) 843-1610

With courtesy copy to:
Andrew Jared, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado, Suite 850
Pasadena, CA 91101
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

“City”

City of South Pasadena

By: Armine Chaparyan
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 2/28/2022

“Consultant”

Studio Spectrum, Inc.

By: John Buckowski
Signature

Printed: John Buckowski

Title: President

Date: 2/17/2022

Attest:

By: Christina Muñoz
Christina Muñoz, Deputy City Clerk

Date: 2/28/2022

Approved as to form:

By: Andrew Jared
Andrew Jared, City Attorney

Date: 2/17/2022

EXHIBIT A
SCOPE OF WORK

Cablecast Operations

The contractor must effectively operate, or be trained to effectively operate, City-owned equipment located in the cablecast operations room.

1. Operate cablecast of, and video record, City Council and Planning Commission regular meetings, gavel-to-gavel, including no more than 60 minutes of pre-production programming.
2. Operate cablecast of, and video record, City Council and Planning Commission special meetings, gavel-to-gavel, including no more than 60 minutes pre-production programming, at the City's discretion.
3. Operate cablecast of, and video record, of events and special programming as requested by City staff.
4. Perform pre-meeting tune-up and testing of the audio and video broadcasting systems.
5. Perform necessary editing, including content assembly and character generation.
6. Monitor, integrate, and manage audio/visual presentations.
7. Analyze and troubleshoot system problems that may arise during a broadcast.

Video Web Streaming and Archiving

The contractor must provide all necessary hardware and software components that will provide encoding, streaming, and archiving functionality to allow public users access to live and archived videos. In addition, the contractor must provide the following required features:

1. Hosted capacity for storage of at least six months of archived videos.
2. Hosted streaming capabilities to support a minimum of 100 concurrent users (and a demonstrable method of growth).
3. Indexing and archiving of videos requiring minimal or no engagement by City staff.
4. User-side software that integrates completely with Microsoft Internet Explorer.
5. Service must support cross-platform devices (Android/iOS devices).
6. The quality for web streamed video and archived video should be capable of near-HD quality.

EXHIBIT B
APPROVED FEE SCHEDULE

Description of Services	Estimated No. of Hrs. Per Year	Retroactive to July 1, 2021	Approval of Contract through June 30, 2024*	Annual Estimate
Cablecast of regular and special City Council and Planning Commission meetings. (includes offsite Special Events: Single camera crew, including production equipment and post production editing.)	200	\$150/hr	\$165	\$33,000
System upgrades and regular maintenance of equipment	52	\$150/hr	\$165	\$8,580

Description of Services	Estimated meetings	Price Per Video		Annual Estimate
		Retroactive to July 1, 2021	Approval of Contract through June 30, 2024*	
Video Web Streaming and Archiving of City Council meetings (with indexing).	24	\$375	\$395	\$9,480
Video Web Streaming and Archiving of Planning Commission meetings (no indexing).	12	\$225	\$235	\$2,420

*Option to extend for 2 years through June 30, 2026.

ATTACHMENT 2

1st Amendment to the Professional Services
Agreement for Consultant Services with
Studio Spectrum, Inc.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 7th day of June, 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and STUDIO SPECTRUM, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on February 16, 2022, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES (“Agreement”) for CONSULTANT to provide video production, web streaming and archiving services for the City; and

WHEREAS, the original Agreement was in the amount of \$53,880 for fiscal year 2021-22, for the Scope of Services; and,

WHEREAS, the original “Agreement Administrator” for this project was Lucy Demirjian, Management Services Director; and,

WHEREAS, the City desires to execute the First Amendment to revise the maximum amount not to exceed \$86,000 per fiscal year over the term of the contract; and,

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

1. That Section 3.2 “Agreement Administrator” of the Agreement is hereby amended to read as follows:

“Agreement Administrator”: The Agreement Administrator for this project is **Luis Frausto, Management Services 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.”

2. That Section 3.4 “Maximum Amount” of the Agreement is hereby amended to read as follows:

“Maximum Amount”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Eighty Six Thousand Dollars (\$86,000) annually.

3. That Section 3.7 “Annual” is hereby added to read as follows:

“Annual”: The term shall “annual” shall be defined as a fiscal year beginning July 1 to June 30 of any given year.

4. That Section 14 “Notices” is hereby amended to read as follows:

“If to City

Luis Frausto
Management Services Director
City of South Pasadena
Management Services Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230
Facsimile: (626) 403-7211”

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

“City”
City of South Pasadena

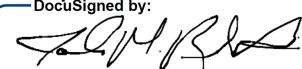
By: _____
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: _____

“Consultant”
Studio Spectrum, Inc.

DocuSigned by:
By: 
Signature
A574F91DA2AB4DB...

Printed: John Buckowski

Title: President

Date: 6/1/2023

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

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ATTACHMENT 4

2nd Amendment to the Professional
Services Agreement for Consultant Services
with Studio Spectrum, Inc.

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**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into on this 19th day of July, 2023, and is to the Professional Services Agreement dated February 16, 2022 by and between the CITY OF SOUTH PASADENA (“CITY”) and STUDIO SPECTRUM, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on February 16, 2022, the CITY and CONSULTANT entered into an Agreement for Professional Services for CONSULTANT to provide video production, web streaming and archiving services for the City; and

WHEREAS, on June 7, 2023, the City executed the First Amendment to amend the maximum compensation to a not to exceed amount of \$86,000 per each fiscal year over the term of the contract. The Agreement and First Amendment shall collectively be referred as the “Agreement;”and,

WHEREAS, the City now desires to amend the Agreement to revise the maximum compensation amount to a not to exceed \$90,000 beginning with Fiscal Year 2022-2023 through the remaining term of the Agreement and any extensions, thereof.

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

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

“Maximum Amount”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Ninety Thousand Dollars (\$90,000) annually beginning with Fiscal Year 2022-2023.

Section 2. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

“Consultant”
Studio Spectrum, Inc.

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: John Buckowski

Title: City Manager

Title: President

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____



City Council Agenda Report

ITEM NO. 14

DATE: July 19, 2023

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

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

SUBJECT: **Adopt a Resolution Approving a Purchase Order with Dell Marketing, L.P., in the Amount Not-To-Exceed of \$75,000 for the First Phase of the Three-Year Workstation Replacement Program, Utilizing the NASPO ValuePoint Cooperative Purchasing Program**

Recommendation

It is recommended that the City Council adopt a resolution approving a purchase order with Dell Marketing, L.P. in the amount not to exceed \$75,000, authorizing the use of the NASPO ValuePoint Cooperative Purchasing Program for the purchase and authorizing the City Manager to effectuate the purchase.

Executive Summary

As part of the Fiscal Year 2023-2024 budget, the City Council authorized funding for the first phase of the City's technology replacement program. The City has historically purchased hardware technology (i.e. computers) from a third-party (the City's IT consultant Acorn Technology), who would then order from Dell. To increase efficiencies, and reduce reliance on a third-party intermediary, Management Services recommends the approval to purchase technology hardware directly from Dell as part of our computer replacement program using the NASPO Value Point Cooperative Purchasing Program. Many department computers and city hardware have exceeded useful life and must be replaced to be more efficient in performing normal functions.

Background

The Management Services Department is responsible for operating, maintaining, and improving the City's information technology (IT) infrastructure. One of the department's priority efforts is to update the aged technology used citywide for daily operations. City workstations and other technological hardware have reached end of life and require replacement.

Many department computer workstations and other hardware have exceeded their useful life and will soon become inefficient in performing normal functions. Over time, these resources wear, age, and/or become obsolete, causing performance degradation,

Dell Hardware Replacements

July 19, 2023

Page 2 of 3

excessive support and repair activity, and loss of reliability. This results in a loss of productivity for staff and increased labor and equipment costs to maintain the environment at an acceptable level. A majority of the City's desktop computers and laptops need to be updated and replaced. Relying on repairs may not be an option as parts may be discontinued and unavailable. Employees rely heavily on their computers for their daily functions, and slow computers will hinder service delivery efficiency. Moreover, new software requirements will not be compatible with aging computers.

Staff recommends a three-year, cost-effective equipment upgrade and replacement program to manage these impacts. With a phased approach, the cost of the workstation replacements is spread across three fiscal years, thus lessening the financial burden on the City in Fiscal Year 2024.

During Fiscal Year 2022-2023, the department replaced some high-priority workstations that were completely end-of-life and/or no longer operational. As these items were replaced, the City standardized monitors, laptops, and docking stations to be used by City staff. Staff worked with the City's IT consultant to create a three-year replacement program to phase out all end-of-life technology within the next three fiscal years, to minimize the fiscal impact. As such, funds were included in the Fiscal Year 2024 budget for the first year of the replacement program.

After the replacement program is completed, workstation technologies will be replaced every four years, dependent on the product's serviceability. By implementing a technology replacement program, the City will be able to utilize the most up to date technologies and therefore continue providing services to the community without interruption. The dependability of technology is crucial to the delivery of services by the City.

Analysis

The City historically has purchased Dell computers through the City's IT consultant, Acorn Technologies. Staff, however, is recommending that the City purchase technology hardware directly from Dell using the National Association of State Procurement Officials' (NASPO) Value Point Cooperative Purchasing Program.

NASPO has established a cooperative purchasing consortium (Value Point) consisting of state purchasing officials throughout the United States. who solicit and award competitive bids on behalf of the consortium. These awards typically provide the deepest discounts available, due to the pooled requirements of the member agencies.

On April 1, 2017, the State of Minnesota entered into a Cooperative Master Purchasing Agreement with Dell entitled the NASPO ValuePoint (MNWNC-108). In order to extend these discounts to its local government agencies (cities and counties), the State of California joined under the California Participating Addendum No. 7-15-70-34-003, which extends the same pricing and terms as the NASPO ValuePoint contract. The cooperative purchase agreement sets discounted pricing for the procurement of Dell technology, including desktops, laptops, servers, and monitors.

Dell Hardware Replacements

July 19, 2023

Page 3 of 3

Section 2.99-29(19) of the South Pasadena Municipal Code and the City's Purchasing Policy allows the City to engage in cooperative procurement whereby the City uses another public agency's competitive bidding process as its own to purchase goods it needs. In this case, the City will use the pricing and terms set forth in the NASPO ValuePoint contract. This procurement tool has been used effectively by local agencies for several years.

The NASPO agreement and its amendments are included as Attachment 1. The most recent amendment extends the agreement to July 31, 2023, which we anticipate will be extended. Pursuant to the City's Purchasing Policy, City Council approval is required for cooperative purchases that exceed \$30,000. If approved, the proposed Resolution will authorize the City Manager to facilitate the purchases from Dell in the amount not to exceed of \$75,000.

Over the past several years, the City has engaged Dell for computer-related purchases for daily operations, which has been facilitated by the City's IT consultant, Acorn Technologies. If the recommended action is approved, staff will be able to work directly with Dell for the procurement of technology.

Alternatives

City Council may also consider the following alternatives to this recommendation or any others they may discuss as a part of this report:

1. Maintain status quo and not replace existing end-of-life workstations and related equipment; or
2. Direct staff to release a request for proposal for other technology vendors; or
3. Direct staff to continue to procure items from Dell, via Acorn Technologies.

Fiscal Impact

Funds in the amount of \$75,000, were included in the Fiscal Year 2024 budget, to fund citywide technology hardware replacements, including monitors, laptops, and desktops. This is the first year, in a three-year replacement program. Funding for this program in future fiscal years will be requested as part of the normal budget process.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 6d, to improve technology and the Department's key performance indicator for FY 2024 of implementing the first year of a three-year replacement cycle for technology hardware.

Attachments:

1. NASPO Agreement and Amendments
2. Proposed Resolution

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ATTACHMENT 1
NASPO Agreement and Amendments

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PARTICIPATING ADDENDUM

to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And
The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

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1. Scope: The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-108. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Dell Marketing, L.P. (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. Order of Precedence:
In the event of a conflict, the following documents shall have priority in the order set forth below:
 - a. This Participating Addendum
 - b. Exhibit 2, PUR 1000
 - c. Exhibit 1, Minnesota NASPO ValuePoint Master Agreement No. MNWNC-108.
4. Participating State Modifications or Additions to Master Agreement:
 - A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS.

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Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

1. The following are modifications to the Master Agreement:
 - a. PUR 1000 Form:, General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2.
 - b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
 - c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with Exhibit 1, unless terminated earlier by the Participating State.
 - d. Vendor Registration and Transaction Fees: In order to complete any transaction between an eligible user and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in MyFloridaMarketPlace. Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
 - e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
 - f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes,

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ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.

- g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Addendum, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to public agency in a format that is compatible with the information technology systems of the public agency

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- j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- B. Contract Document: This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of the contract.
- C. Intellectual Property: The parties do not anticipate that any intellectual property will be developed as a result of this Addendum. However, any intellectual property developed as a result of this Addendum will belong to and be the sole property of the Participating State. This provision will survive the termination or expiration of the contract.
- D. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- E. Price List/Preferred Price: The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.
- F. Scrutinized Company List: In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized

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Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.

- G. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.
1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for eligible users to use for product and/or service inquiries and purchases, as well as, the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Master Agreement; and
 - b. If orders are to be sent to resellers/partners for fulfillment then the Contractor is responsible for providing and updating this list of authorized resellers/partners for use to the Participating State/Entity.
 2. Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.
- H. Electronic Invoicing: The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP) within ninety (90) days from Addendum effective date. Electronic invoices shall be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below:
1. cXML (commerce eXtensible Markup Language)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.
 2. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

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3. PO Flip via AN

The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- I. Contract Quarterly Reports: The Contractor shall submit a Quarterly Report in the required format electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

- J. Business Review Meetings: The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor

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shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.

- K. **Commitment to Diversity in Government Contracting:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

- L. **Resellers/Partners:** The Contractor may use resellers/partners in order to provide computer equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees),

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including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida’s Convicted, Suspended, or Discriminatory lists [http://www.dms.myflorida.com/business_operations/State_purchasing/vendor information/convicted suspended discriminatory complaints vendor lists](http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

M. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name	Diane Wigington
Address	Dell Marketing, L.P. One Dell Way, Mailstop 8707, Round Rock, TX 78682
Telephone	512-728-4805
E-mail	Diane_Wigington@dell.com

Participating Entity

Name	Jerilyn Bailey
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-921-4072
E-mail	jerilyn.bailey@dms.myflorida.com

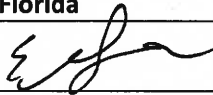

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Dell Marketing, L.P.

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The State of Florida
Dell Contract Code WN08AGW
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Participating State: Florida	Contractor: Dell Marketing LP
By: 	By: 
Name: Erin Reed	Name: Lauren D. Newberry
Title:	Title: Contracts Consultant
Date: 9-7-15	Date: 8/14/2015

Florida's Chief Procurement Officer:
By: 
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date: 9/2/15

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

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N. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

7. Terms. The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating State: Florida	Contractor: {Insert Vendor Name Here}
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Florida's Chief Procurement Officer:
By:
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date:

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
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43. Cooperative Purchasing.
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45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

AMENDMENT NO.: 1 - Renewal

PARTICIPATING ADDENDUM

NASPO ValuePoint Cooperative Procurement Program

COMPUTER EQUIPMENT MASTER AGREEMENT

Master Agreement No: MNWNC-101

Dell Marketing LP

And

The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

This Amendment (“Amendment”) effective April 1, 2017, to the Computer Equipment, Peripherals, & Services Contract No. 43211500-WSCA-15-ACS (“Contract”), between the State of Florida, Department of Management Services (“Department”) and Dell Marketing LP (“Contractor”) are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

Contract Renewal. The Department hereby executes its renewal option for a three (3) year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is March 31, 2020.

I. Transaction Fees. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

II. Public Records. The Participating Addendum is amended to add the following:

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

III. Annual Appropriation. The Participating Addendum is amended to add the following: Pursuant to section 287.0582, F.S., if the ACS binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the ACS is contingent upon an annual appropriation by the Legislature.

IV. Cooperation with the Inspector General. Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

VI. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VII. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

Contractor Participating Addendum Contact

Name	Katherine Dunay
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-723-0818
Fax	512-283-9092
E-mail	Katherine_Dunay@Dell.com

Participating State Contact

Name	Jeremy Williams
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-414-6740
Fax	850-414-8331
E-mail	Jeremy.Williams@dms.myflorida.com

State of Florida,
Department of Management Services

By: 

Name: Erin Rock

Title: Chief of Staff

Date: 3-23-17

Dell Marketing LP

By: 

Name: Charles L. Wilkinson

Title: Contracts Manager

Date: 3/7/2017



AMENDMENT NO.: 2

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment to the Computer Equipment Peripherals and Services 43211500-WSCA-15-ACS ("ACS") between the State of Florida, Department of Management Services ("Department"), and Dell Marketing LP ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties.

WHEREAS the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-106;

WHEREAS the Contract was subsequently renewed through March 31, 2020; and

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

I. Amendment to the Participating Addendum. The ACS is amended to change the end of the term of the participating addendum to July 31, 2021, unless terminated earlier in accordance with the Special Contract Conditions.

II. Amendment to the Participating Addendum. Section 4.D., Scrutinized Company List, is amended to add the following sentence:

The Participating State may terminate this Addendum for cause if the Contractor is placed on the Scrutinized companies that Boycott Israel List or is engaged in a boycott of Israel.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

[signature page follows]



AMENDMENT NO.: 2

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Dell Marketing LP

By: _____
Name: Tami Fillyaw
Title: Chief of Staff
Date:

By: _____
Name:
Title:
Date:



AMENDMENT NO.: 2

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Tami Pillyaw

Name: Tami Pillyaw

Title: Chief of Staff

Date: 3/18/2020 | 1:08 PM EDT

Contractor:
Dell Marketing LP

Charlene_Wilkinson

Digitally signed by
Charlene_Wilkinson
Date: 2020.03.11 15:01:29 -04'00'

By: _____

Name: Charlene L. Wilkinson

Title: Commercial Counsel

Date: 3/11/2020



AMENDMENT NO.: 3

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment No. 3 (Amendment) to the Computer Equipment Peripherals and Services contract, contract number 43211500-WSCA-15-ACS (“ACS”) between the State of Florida, Department of Management Services (“Department”), and Dell Marketing L.P. (“Contractor”), collectively referred to herein as the “Parties,” is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

WHEREAS, the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-108;

WHEREAS, the ACS was subsequently renewed through July 31, 2021; and

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

I. Amendment to the ACS.

- a) The ACS is amended to change the end of the term of the ACS to July 31, 2022, unless terminated earlier in accordance with the ACS.
- b) Section 4.A.1. i. and Section II. of Amendment No. 1, Public Records, are deleted entirely and replaced with the following:
Public Records
Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT’S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:



AMENDMENT NO.: 3

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

c) Section 4.D., Employment Eligibility Verification, is deleted in its entirety and replaced with the following:

E-Verify: The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in

accordance with section 448.095, F.S.. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.



AMENDMENT NO.: 3

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09 (1), F.S.

- d) Section 4.F., Scrutinized Company List, as amended by Amendment No. 2, is deleted in its entirety and replaced with the following:
Scrutinized Company List: The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- e) Section IV. of Amendment No. 1, Cooperation with Inspector General, is deleted in its entirety and replaced with the following in 4.O.:
Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.



AMENDMENT NO.: 3

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

- f) Section 4.P., Document Inspection, is hereby added as follows:
Document Inspection. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made
- g) Section 4.Q., Conduct of Business, is hereby added as follows:
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26) Florida Statutes, the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

- h) Section 4.R., Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists, is hereby added as follows:
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.



AMENDMENT NO.: 3

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- i) Section 4.S., Performance or Compliance Audits, is hereby added as follows:
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.
- j) Section 4.T., Information Technology Standards, is hereby added as follows:
Pursuant to sections 282.0051 and 282.318, F.S., the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

[Signature Page Follows]



AMENDMENT NO.: 3

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Dell Marketing L.P.

By: _____
Name: J. Todd Inman
Title: Secretary
Date:

By: _____
Name:
Title:
Date:



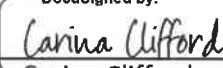
AMENDMENT NO.: 3
 Alternate Contract Source No.: 43211500-WSCA-15-ACS
 Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: 
Name: J. Todd Inman
Title: Secretary
Date: 7/29/2021

Contractor:
 Dell Marketing L.P.

By: 
Name: Carina Clifford
Title: Contract Administrator
Date: 7/27/2021 | 1:43 PM PDT



CONTRACT AMENDMENT NO.: 4

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment, Peripherals, and Services

This Contract Amendment to Contract No. 43211500-WSCA-15-ACS is made by the State of Florida, Department of Management Services (“Department”) and Dell Marketing L.P. (“Contractor”), with its principal place of business located at One Dell Way, Mailstop RR1-33 Legal, Roundrock, Texas 86682, collectively referred to herein as the “Parties.”

WHEREAS, the Parties entered into Contract No. 43211500-WSCA-15-ACS, on August 15, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS;

WHEREAS, the Parties agree to renew the Contract, pursuant to Section 26, Renewal, of the PUR 1000;

WHEREAS, the ACS was subsequently renewed through July 31, 2022;

WHEREAS, the State of Minnesota NASPO Master Agreement No. MNWNC-108 term was amended to reflect a new Master Agreement expiration date of February 28, 2023; and

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of seven (7) months, pursuant to the same terms and conditions except as amended herein, with a new Contract expiration date of February 28, 2023.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.



CONTRACT AMENDMENT NO.: 4
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

State of Florida:
Department of Management Services

Contractor:
Dell Marketing L.P.

By: _____

DocuSigned by:
Carina Clifford
By: _____
0505290EC99F475...

Name: J. Todd Inman
Title: Secretary
Date:

Name: Carina Clifford
Title: Contract Administrator
Date: 6/30/2022 | 9:31 AM EDT



CONTRACT AMENDMENT NO.: 4
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

State of Florida:
Department of Management Services

Contractor:
Dell Marketing L.P.

DocuSigned by:
[Signature]
By: _____
6E91A9D369EB47C...

DocuSigned by:
Carina Clifford
By: _____
6303296EC99F475...

Name: Pedro Allende
Title: Secretary
Date: 7/26/2022 | 9:35 AM EDT

Name: Carina Clifford
Title: Contract Administrator
Date: 6/30/2022 | 9:31 AM EDT



CONTRACT AMENDMENT NO.: 5

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment, Peripherals, and Services

This Amendment to the Alternate Contract Source No. 43211500-WSCA-15-ACS Participating Addendum ("Contract") to the State of Minnesota Master Agreement No. MNWNC-108 ("Master Agreement") is made by the State of Florida, Department of Management Services ("Department") and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way, Mailstop RR1-33 Legal, Roundrock, Texas 86682, collectively referred to herein as the "Parties.

WHEREAS the Parties entered into the Contract which became effective on September 3, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, the Contract was subsequently amended to expire on February 28, 2023, in correlation with the term of the Master Agreement;

WHEREAS, the Master Agreement term has since been amended to expire on July 31, 2023;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the Contract; and

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract is amended to reflect a new expiration date of July 31, 2023.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.



CONTRACT AMENDMENT NO.: 5
 Contract No.: 43211500-WSCA-15-ACS
 Contract Name: Computer Equipment, Peripherals, and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Dell Marketing, LP

DocuSigned by:
 By: Pedro Allende
5E91A9D369EB47C...

DocuSigned by:
 By: Katherine Castillo
1F52A1A3BB38414...

Name: Pedro Allende
Title: Secretary
Date: 2/21/2023 | 1:09 PM EST

Name: Katherine Castillo
Title: Paralegal Advisor
Date: 2/20/2023 | 3:34 PM EST

ATTACHMENT 2

Proposed Resolution

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RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING A PURCHASE ORDER WITH DELL MARKETING, L.P., IN THE AMOUNT NOT TO EXCEED OF \$75,000 FOR THE FIRST PHASE OF THE THREE-YEAR WORKSTATION REPLACEMENT PROGRAM, UTILIZING THE NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM

WHEREAS, the City requires the use of technology hardware, including computers and related equipment for City operations and routinely replaces computers and related equipment that have reached the end of their useful life; and

WHEREAS, the National Association of State Procurement Officials' ("NASPO") has established a cooperative purchasing consortium referred to as ValuePoint; and

WHEREAS, the State of California participates in the NASPO ValuePoint Cooperative Purchasing Program with Dell Marketing L.P. through California Participating Addendum 7-15-70-34-003 in which state and non-state government entities can use to procure technology hardware, software, and related services; and

WHEREAS, the City desires to participate in the cooperative purchasing agreement negotiated by NASPO ValuePoint to purchase laptops, desktop monitors and related peripherals, software and related services from Dell Marketing L.P.; and

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

WHEREAS, Dell Marketing, L.P. has a valid pricing agreement publicly bid by NASPO ValuePoint referred to as #MNWNC-108, which is a cooperative procurement pursuant to the Municipal Code and which said pricing agreement is on file with the Department of Management Services; and

WHEREAS, Staff anticipates that the total cost of products purchased from Dell Marketing, L.P. will exceed \$30,000, and the City's Purchasing Policy provides that cooperative procurements exceeding \$30,000 require City Council approval.

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

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

Section 2. The City Council hereby authorizes the use of the NASPO ValuePoint Cooperative Purchasing Program described in the Recitals to purchase technology hardware, software, and related services from Dell Marketing, L.P., pursuant to Municipal Code Section 2.99-29(19) and the City’s Purchasing Policy.

Section 3. The City Council approves the purchase of technology hardware, software, and related services from Dell Marketing, L.P., in an amount not to exceed \$75,000 (“Purchase”)

Section 4. The City Council authorizes the City Manager, or designee, to effectuate the Purchase, including the issuance of purchase orders to Dell Marketing, L.P., under the terms of the NASPO cooperative purchasing agreement and the California Participating Addendum, and in conformance with this Resolution.

PASSED, APPROVED AND ADOPTED on this 19th day of July 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez,
Deputy City Clerk

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 19th day of July, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez,
Deputy City Clerk

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City Council Agenda Report

ITEM NO. 15

DATE: July 19, 2023

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

PREPARED BY: Cathy Billings, Library Director

SUBJECT: **Approval of a Five-Year Agreement with SirsiDynix for Integrated Library System Software and Services for a Total of \$240,255.07, with Options to Extend.**

Recommendation

It is recommended that the City Council approve a Master Agreement (“Agreement”) with SirsiDynix to license Integrated Library System (ILS) software products and to provide related specialized professional services for an initial term of five (5) years in the amount of \$240,255.07.

Executive Summary

The South Pasadena Public Library (“Library”) seeks to enter into a new five-year Agreement with current vendor SirsiDynix for the provision of Integrated Library System-related software products and services, with the option of two one-year renewals after the five-year term. The ILS is the technological foundation for library operations and services. The Agreement will allow the public to continue use of the library applications they are familiar with, and enable staff to continue to improve and customize the ILS for the benefit of library users.

Background

The backbone of modern library services is the complex system of integrated hardware and software known as an ILS. An ILS usually comprises a relational database, software that interacts with that database, and graphical user interfaces for customers and staff. The ILS must be able to aggregate data from multiple sources, integrate with other third-party products, and make it easy for customers to discover and access materials. Cloud-based functionality and the mobile device access points customers expect are also critical. Functions supported by typical ILS software modules include:

1. Acquisitions (for materials ordering, receiving, and budgeting),
2. Cataloging (for classifying and indexing materials),
3. Circulation (for lending materials),
4. OPAC (the online public access catalog, a web-based discovery tool for users),
5. System Administration (the “back end” staff user interface),

6. Analytics (for extracting data and creating reports).

SirsiDynix has been the Library's ILS provider since 2001. Sirsi Corp, founded in 1979, and Dynix, founded in 1983, merged in 2005, creating SirsiDynix. It is a privately held company based in Utah that has 4,700 library customers and more than 350 employees.

The Library entered into a seven-year agreement with SirsiDynix in 2010 and a five-year agreement in 2018. The 2018 agreement included the following overdue upgrades:

1. New OPAC/public library catalog interface,
2. Integration of digital collections into the library catalog,
3. Mobile library app,
4. Data analysis and reporting module,
5. Materials acquisition module, and
6. Off-site server hosting and maintenance.

The proposed new five-year Agreement continues all products incorporated in 2018 and adds "Platinum Services". Platinum Services is a consulting package that includes annual updates to subject headings and author data, annual bibliographic analysis for quality control, and the services of SirsiDynix consultants with expert knowledge of the products licensed by the Library. In addition, year-one of the Agreement includes a one-time cost for an Authority Processing Update that is necessary to enable the subsequent annual updates to subject headings and author data that are part of Platinum Services.

Analysis

SirsiDynix has reliably and successfully met South Pasadena Public Library's ILS technology needs for 20+ years. Their client support, which includes a responsive help desk and a dedicated Library Relationship Manager, is consistently exceptional. Because of the cost and complexity of changing foundational enterprise technology systems libraries tend to keep existing systems in place, unless they have strong vendor or product dissatisfaction. Staff are very satisfied with SirsiDynix products and services and do not recommend considering alternate ILS vendors at this time.

Entering into the Agreement and continuing the relationship with SirsiDynix will allow customers to continue to use the Library's mobile app, which has been downloaded 2,799 times, and to keep using the interface they are familiar with to search the library catalog, borrow e-books, and place holds on library materials. Unlimited SIP2 connections for third-party products will enable the library to implement customer-friendly services like self-checkout, which is a key component of the Radio Frequency Identification (RFID) conversion that the Library will undergo in Fiscal Year 2023-2024. The annual updates to authority records included with Platinum Services is a best practice that will improve the quality of bibliographic data, making it easier for customers to find what they are looking for in the catalog. Platinum Services will have an added benefit of helping staff to tackle new projects that take full advantage of SirsiDynix ILS product capabilities, such as developing a catalog interface that is designed specifically for children.

Approval of Agreement for Integrated Library System Software and Services

July 19, 2023

Page 3 of 4

Fiscal Impact

Costs for products (software) and services (consulting) covered by the Agreement are described in detail in the attached Quote.

Total cost of Agreement for the five-year term is \$240,225.07, with the option to extend for two one-year terms for a total not-to-exceed amount of \$345,579.72.

Years 1-5	\$240,225.07
Year 6 (optional)	\$51,924.67
Year 7 (optional)	\$53,429.98

Year-one Costs:

- Products: \$40,510.00. Reflects a 1.5% increase over Fiscal Year 2022-2023 costs.
- Services: \$4,306.50. Platinum Services package, including small discount.
- One-time Expense: \$1,935.00. Authority Processing services for 109,000 records.

The Library’s Fiscal Year 2023-2024 Budget includes adequate funds to cover year-one costs in Contract Services, Budget Account 101-8010-8011-8180.

Annual Increase:

Costs for both software products and professional services are subject to a 2.9% increase in each of the subsequent years covered by the Agreement, including the initial five-year term and the two one-year optional terms, as shown in the table below:

Component	Year 1	Year 2	Year 3	Year 4	Year 5
SirsiDynix Products	\$40,510.00	\$41,684.79	\$42,893.65	\$44,137.57	\$45,417.56
Platinum Services	\$4,500.00	\$4,630.00	\$4,764.00	\$4,902.00	\$5,044.00
One-time Services	\$1,935.00	-	-	-	-
Discount	(\$193.50)	-	-	-	-
Total	\$46,751.50	\$46,314.79	\$47,657.65	\$49,039.57	\$50,461.56

Component	Optional Year 6	Optional Year 7
SirsiDynix Products	\$46,734.67	\$48,089.98
Platinum Services	\$5,190.00	\$5,340.00
One-time Services	-	-
Discount	-	-
Total	\$51,924.67	\$53,429.98

Key Performance Indicators and Strategic Plan

This item is in line with City Strategic Plan priority no. 6, to Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities. It also aligns with the 2023-2027 South Pasadena Public Library Strategic Plan's technology-related goals to increase workflow efficiencies and customer self-service options and to improve technology services for the public.

Commission Review and Recommendation

Staff informed the Library Board of Trustees of the intent to enter into a new agreement with SirsiDynix at a regular meeting on June 8, 2023. No action was taken on this operational matter.

Attachments:

1. Quote 114700 – South Pasadena LTA Pricing
2. Master Agreement Between South Pasadena Public Library and SirsiDynix

ATTACHMENT 1

Quote 114700 – South Pasadena LTA Pricing

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SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 114700 for:

South Pasadena Public Library

South Pasadena LTA Pricing

Quote valid until:
Prepared by:

August 31, 2023
Stacy Betts,
Senior Sales Director, New Account Development

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5	Estimated Optional Year 1	Estimated Optional Year 2
SirsiDynix Services	1,935	-	-	-	-	-	-
Platinum Services	4,500	4,630	4,764	4,902	5,044	5,190	5,340
Discount	(193.50)	-	-	-	-	-	-
Active Products Total	40,510.00	41,684.79	42,893.65	44,137.57	45,417.56	46,734.67	48,089.98
Total	46,751.50	46,314.79	47,657.65	49,039.57	50,461.56	51,924.67	53,429.98

Active Products

The products below will continue to be provided and will be incorporated into this agreement with the annual pricing as noted.

Quantity	Total Price	Component	Note
1.00	2,400.00	BLUEcloud Analytics Platform Plus, Annual Subscription	
1.00	6,170.00	BLUEcloud Mobile, Annual Subscription	
1.00	0.00	BLUEcloud MobileStaff, Annual Subscription	
1.00	0.00	Consulting - BLUEcloud Analytics Q and A, Distance, Annual Subscription	
1.00	2,370.00	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for OverDrive, Annual Subscription	
1.00	1,450.00	SirsiDynix eResource Central Gateway Services, Annual Subscription	
1.00	1,270.00	SirsiDynix Symphony SaaS 9xx, Per User	
1.00	19,840.00	SirsiDynix Symphony SaaS Core	
1.00	1,590.00	SirsiDynix Symphony SaaS Debt Collection Agency Interface	
1.00	0.00	SirsiDynix Symphony SaaS Unicode Server Extension	
1.00	4,960.00	SirsiDynix Symphony SaaS Universal SIP2	
3.00	210.00	SirsiDynix SymphonyWeb SaaS User, Annual Subscription	
1.00	250.00	Solus Services for BLUEcloud Mobile App Delivery, Annual	

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	Subscription	
40,510.00	Active Product Total Year 1	

Initial Term: Five (5) Years with Two (2) One (1) Year options

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 2.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Services		1,935
Data Services:		
MARC Authority LITE Processing (per 1,000 titles) PSC-9003	109	1,635
Project Management:		
Project Management for all products in this Quote	1	300
Platinum Services		4,500
Discount		(193.50)
Discount for Existing Platinum Services Subscription		(193.50)
Quote Total		6,241.50

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Services

Data Services

MARC Authority LITE Processing (per 1,000 titles) PSC-9003

SirsiDynix's Authority Processing LITE Service provides easy access to most of the options in the full Authority Processing Service with limited options and reduced price. This service does not require the completion of workforms and so does not include telephone consultation calls, test runs, or selection of options. SirsiDynix staff will process a single file of MARC bibliographic records. SirsiDynix will identify matching authority records in SirsiDynix's copy of the Library of Congress authority file, for each bibliographic heading. SirsiDynix will modify the text in the bibliographic record to match the authority record when the heading used is a SEE reference. SirsiDynix will also update other text such as expanding abbreviations and correcting subfielding errors and will upgrade obsolete MARC coding. Processing will include name, series, uniform titles, LCSH subject fields, LC Juvenile subject fields, LC genre/form term fields, and GSAFD genre fields. SirsiDynix will provide the matching authority records and the updated bibliographic records. SirsiDynix will apply updates to heading fields based on RDA rule changes. SirsiDynix staff will extract records from the library's Symphony, Horizon, or Dynix system, will load/reload the returned records, and will update or rebuild indexes if the system provides remote connectivity.

Project Management

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

Platinum Services

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

Platinum

10% off ALL qualifying future services purchases

Training

- Unlimited access to online eLearning training courses for 20 users
- Web access to customizable electronic training documentation

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- Three distance group training or consulting courses

Best Practices and Custom Consulting

- 6 custom consulting hours: Global database changes, Web Services assistance, Enterprise Customization, Symphony Custom Reports, Horizon SQL assistance, Search Index changes, Database Analysis or integration with Third Party Vendors
- SureSailing quarterly - Regularly scheduled two hour calls with a senior consultant to review best practices, report setup and configuration, system administration, planning for upgrades and enhancements, and answer general questions
- Enterprise Q and A - monthly call with a senior consultant to review Enterprise

Customer Service and Support

- Dedicated Phone number
- Weekend and evening upgrade support
- Priority call handling and resolution

Data Enhancement Services

- **Annual Authority Processing update (initial Authority Processing required before service can be scheduled)**
- **Annual Bibliographic Analysis to provide a series of reports on the content of the bibliographic database for quality control**

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Terms and Conditions

Current Contract License Limits:

Up to 500,000 annually circulated items.

Up to 25 Staff Users.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Signature(s)

Customer Signature: South Pasadena Public Library


By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Sirsi Corporation dba SirsiDynix Signature:

DocuSigned by:

By: _____
(Authorized Signature)
BDD0DF0E60CF45B...

Name: Scott worthington
(Printed)

Job Title: General Counsel/Secretary

Date: Jul-03-2023 | 15:50 MDT

Billing Address:

South Pasadena Public Library
1100 Oxley Street
South Pasadena
California 91030
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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ATTACHMENT 2
Master Agreement Between South Pasadena
Public Library and SirsiDynix

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MASTER AGREEMENT BETWEEN SOUTH PASADENA PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: _____

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: _____

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, and after the initial term and renewal terms, and no new agreement has been executed, EOS may annually increase the fees of Subscription and/or Subscription Software upon 30 days written notice in advance. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains

any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive

Customer Initial and Date: _____

remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY

INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). Notwithstanding the Quote, the Initial Term is comprised of a separate five (5) year term with two separate optional extensions thereafter for one (1) year each. After the five-year term and optional years have been exercised and expired, The Initial Term shall renew but only for a 12-month renewal terms at the sole option of Customer with Customer's consent. Customer's payment of its annual maintenance invoice at the beginning of each renewal term shall be considered sufficient consent to renew. There are two one (1) year renewal terms. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: _____

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

Customer Initial and Date: _____

File: South Pasadena Public Library

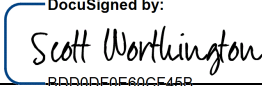
GC# 331203

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

END OF MASTER AGREEMENT

<p>South Pasadena Public Library 1100 Oxley Street South Pasadena, California 91030 United States</p>	<p>Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043</p>
<p>Sign: _____</p>	<p>DocuSigned by:  Sign: _____ <small>BDD0DF0E60CF46B...</small></p>
<p>Print Name: _____</p>	<p>Print Name: <u>Scott worthington</u></p>
<p>Title: _____</p>	<p>Title: <u>General Counsel/Secretary</u></p>
<p>Date: _____</p>	<p>Date: <u>Jul-03-2023 15:50 MDT</u></p>

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

“Circulation” means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

“Confidential Information” means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

“Content” means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

“Customer Data” means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

“Documentation” means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

“Effective Date” is defined in section 1.1.

“Error” means a material failure of a Product to conform to its functional specifications described in the Documentation.

“EULA” means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

“Go Live Date” means the date on which the Products are substantially ready for operational use for normal daily business.

“Hardware” means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

“Intellectual Property” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“Internal Business Purposes” means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

“License Metrics” means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

“Maintenance” means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidynix.com>.

“Operating Environment” means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

“Professional Services” means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

“Products” means Software, Subscriptions, Subscription Software, Services and Hardware.

“Protected Materials” means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

“Quote” is defined in Section 1.3.

“Services” means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

“SirsiDynix Software” means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

“Software” means the SirsiDynix Software and Third Party Software.

“Subscriptions” means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

“Subscription Software” means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

“Term” is defined in section 9.2.

“Titles” means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

“Third Party Products” means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

“Updates” means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

“Users” means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____

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City Council Agenda Report

ITEM NO. 16

DATE: July 19, 2023

FROM: Roxanne Diaz, City Attorney

SUBJECT: **Approval of the Third Amendment to the Employment Agreement with City Manager Arminé Chaparyan**

Recommendation

It is recommended that the City Council approve the Third Amendment to the Employment Agreement and authorize the Mayor to sign the amendment.

Executive Summary

Pursuant to the Employment Agreement between the City and City Manager Arminé Chaparyan, the City Council conducted its annual performance evaluation of City Manager Chaparyan on June 7, 2023 and June 21, 2023. Following that evaluation, the City Attorney has prepared the Third Amendment to the Employment Agreement as described herein.

Background

On May 5, 2021, the City Council approved the Employment Agreement between the City and Arminé Chaparyan to serve as the City Manager for the City of South Pasadena beginning on May 31, 2021. The current Employment Agreement is for a five year term.

The Employment Agreement provided for an initial performance evaluation after the City Manager's first six months in addition to an annual evaluation. Following the initial performance evaluation, the Employment Agreement was amended in February 2022 to increase the City Manager's base salary from \$215,000 to \$221,450. Thereafter, the annual performance evaluation was held and in July 2022 the City Council approved the Second Amendment to the Employment Agreement, which provided an increase in the base salary from \$221,450 to \$228,093.50 and extended the original term of the agreement from four years to five years.

Analysis

The Third Amendment to the Employment Agreement ("Third Amendment") follows the City Council's performance evaluation of the City Manager. The Third Amendment would make the following changes to the City Manager's Employment Agreement:

- An increase to the base salary from \$228,093.50 to \$239,498.18.
- Extend the term of the Employment Agreement an additional year to May

- 31, 2027.
- Increase the severance allowance from six months to eight months.
 - Provide for up to two percent (2%) of merit pay of the City Manager's base salary at the sole discretion of the City Council.

Except for the above, all other provisions of the Employment Agreement remain the same.

Under Section 54953(c)(3) of the Government Code, which was added to the Brown Act by Senate Bill 1436 in 2016, an oral summary report must be made during an open public meeting of a recommendation for a final action on the City's Manager's salary, salary schedule, or compensation paid in the form of fringe benefits prior to the City Council taking any such final action. Accordingly, the City Attorney shall provide this summary prior to City Council's consideration of this matter.

Fiscal Impact

The salary increase of \$11,404.68 (annualized) is within the budgeted amount for this position.

Attachment:

Third Amendment to Employment Agreement with City Manager Arminé Chaparyan

ATTACHMENT 1

Third Amendment to Employment Agreement with City Manager Arminé Chaparyan

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THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment is made and entered into as of this 19th day of July 2023 and is to the Employment Agreement dated May 5, 2021, as amended, by and between the City of South Pasadena, a municipal corporation (“City”) and Arminé Chaparyan (“Employee”).

RECITALS

A. The City and Employee entered into an employment agreement as of May 5, 2021, which was further amended on February 16, 2022 by the Amended Employment Agreement as well as on July 20, 2022 by the Second Amendment to Employment Agreement. The employment agreement and its amendments shall be referred to collectively as “Employment Agreement.”

B. Pursuant to the Employment Agreement, the City Council conducted and concluded its annual performance evaluation on June 7, 2023 and June 21, 2023. Following the performance evaluation, the City and Employee now desire to amend the Employment Agreement as set forth herein.

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

Section 1. The annual base salary set forth in Paragraph 3.A of the Employment Agreement shall be increased to \$239,498.18 effective immediately.

Section 2. Paragraph 2 (Term) of the Employment Agreement shall be amended in its entirety to read as follows:

“2. Term. Employee shall report to work on May 31, 2021 (“Commencement Date”). The term of this Agreement shall be a period of six years, commencing May 31, 2021 and ending, unless extended, on May 31, 2027. The Employee serves at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a guaranteed tenure.”

Section 3. Paragraph 11.C of the Employment Agreement shall be amended in its entirety to read as follows:

“C. Separation Without Cause.

1. In the event Employee is terminated by the City Council during the term of this Agreement where Employee is willing and able to perform the City Manager’s duties under this Agreement, then in that event the City agrees to pay Employee a lump payment equal to eight (8) months’ base salary then in effect as provided in Paragraph 3.A or a lump sum payment equal to the remaining term of the Agreement, whichever is

shorter. A decision not to renew the term of the Employee's Agreement upon the expiration of the term shall not entitle Employee to the severance or continued health insurance benefits described in paragraph 11.C.1 and 11.C.2.

2. In addition, the City shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). In the event that the City pays an eight (8) months' severance to Employee pursuant to Paragraph 11.C.1 above, City agrees to pay Employee's COBRA coverage for eight months, or until Employee either secures full-time employment or obtains other health insurance, whichever of these three events first occur. Employee shall notify the City within five days of securing new full-time employment or insurance.

3. All payments required under Paragraph 11.C.1 and 11.C.2 above are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260."

Section 4. Paragraph 3 (Compensation) shall be amended to add the following provision as a separate section therein to read as follows:

"E. Merit Pay. Following the completion of Employee's annual performance evaluation, the City Council may grant the Employee merit pay in a lump-sum amount of up to and including two percent (2%) of the Employee's base salary. Merit pay, if any, shall be at the City Council's sole discretion based on the level of completion of the goals and performance objectives defined by the City Council and Employee as described in Paragraph 8 and performance substantially above expectations as determined by the City Council."

Section 5. Except as specifically amended by this Third Amendment, the remaining provisions of the Employment Agreement shall remain in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be signed and executed personally as of the date listed above.

CITY OF SOUTH PASADENA:

EMPLOYEE:

Jon Primuth
MAYOR

Arminé Chaparyan
EMPLOYEE

ATTEST:

APPROVED AS TO FORM

Mark Perez
DEPUTY CITY CLERK

Roxanne Diaz
CITY ATTORNEY

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City Council Agenda Report

ITEM NO. 17

DATE: July 19, 2023

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

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **Approve the Memorandum of Agreement with Participating Agencies Regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program for the Upper Los Angeles River Watershed Management Area**

Recommendation

It is recommended that the City Council approve the Memorandum of Agreement with participating agencies regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program for the Upper Los Angeles River (ULAR) Watershed Management Area and authorize the City Manager to execute the agreement.

Executive Summary

The cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Los Angeles, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City, as well as Los Angeles County Flood Control District (LACFCD) and Los Angeles County, formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on a Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the Los Angeles Regional Water Quality Control Board (Regional Board) issued Municipal Separate Storm Sewer System (MS4) permit.

With the City of Los Angeles serving as the ULAR WMG Lead Agency, the parties are proposing to enter into a second collaborative Memorandum of Agreement (MOA) to further develop the WMP and complete the CIMP in accordance with the MS4 Permit for a portion of the Upper Los Angeles River Watershed Management Area. The total cost of the MOA will be distributed to member agencies on percent of land area. The San Gabriel Valley Council of Governments (SGVCOG) will invoice and collect funds from agencies to execute the terms of the agreement. The MOA shall remain in effect for three (3) years until June 30, 2026. The tasks under the MOA include monitoring services, reporting, contract administration, and watershed program management tasks related to MS4 permit compliance for the ULAR.

Background

The Los Angeles Water Board regulates discharges from medium and large municipal separate storm sewer systems (MS4s) through the Regional Phase I MS4 Permit. This permit is issued under the Clean Water Act NPDES Program. MS4 refers to a system of pipes, ditches, or other conveyances owned or operated by a municipality that collects stormwater runoff and discharges into nearby bodies of water.

The National Pollution Discharge Elimination System (NPDES) MS4 Permit No. R4-2012-0175 was adopted by the Regional Board on November 8, 2012, and the Permit became effective on December 28, 2012. The Permit requires that the LACFCD, the County, and eighty-four (84) cities within the County comply with the prescribed elements of the MS4 Permit. In order to meet compliance, South Pasadena joined the ULAR Watershed Management Area to develop and implement a collaborative Enhanced WMP (EWMP) and CIMP. The Regional Board approved the EWMP on April 20, 2016 and CIMP on November 18, 2018. Member agencies of the ULAR had agreed to perform and coordinate the monitoring services of the CIMP and EWMP tasks, and entered into an initial Memorandum of Agreement in 2018 to complete these requirements.

The MS4 Permit No. R4-2012-0175 was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105, which became effective on September 11, 2021, superseding the 2012 MS4 Permit. MS4 Permit Order No. R4-2021-0105 requires Los Angeles County, LACFCD, the 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County, to comply with its prescribed elements.

Analysis

The Regional MS4 Permit Order No. R4-2021-0105 for Los Angeles County outlines an innovative approach to achieving Permit compliance by developing WMPs. As a note, under the former MS4 Permit Order No. R4-2012-0175, there was a distinction between WMPs and EWMPs. The ULAR EWMP Group, consisting of 17 cities including Los Angeles as the lead coordinating agency, the County of Los Angeles, and the LACFCD, collaboratively developed an EWMP for the Upper Los Angeles River Watershed Management Area. By electing to comply with the optional pathway in the MS4 Permit, the ULAR EWMP Group has created a comprehensive approach to stormwater management for the Los Angeles River watershed.

Covering the largest planning area of all the EWMPs being developed in the LA region, the ULAR EWMP encompasses 485 square miles of watershed and over 50 miles of the mainstream LA River. The EWMP leverages previous water quality planning and compliance efforts while also identifying additional projects to address water quality issues in the Upper LA River. The goal of the EWMP is to use a multi-pollutant approach that maximizes the retention and use of urban runoff as a resource for groundwater recharge and irrigation, while also delivering additional benefits for the communities in the ULAR watershed.

The EWMP offers a toolbox of distributed and regional watershed control measures to address applicable stormwater quality regulations. This comprehensive approach to controlling pollutants in stormwater is a significant challenge, and the ULAR EWMP Group has been working on improving stormwater quality for many years by implementing numerous stormwater capture projects across the watershed. The EWMP lays the path forward for implementing additional water quality improvement projects to meet compliance timelines established by state and federal regulations, such as the Total Maximum Daily Load (TMDL) for metals and bacteria in the Los Angeles River watershed.

The purpose of this MOA is to facilitate compliance by the ULAR WMG with the MS4 Permit. The MOA tasks include monitoring services, WMP related tasks, a membership to California Stormwater Quality Association (CASQA), and contract administration.

- Monitoring efforts include any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents, namely the implementation of the ULAR CIMP such as receiving water monitoring, stormwater outfall monitoring, non-stormwater outfall monitoring, urban lakes monitoring, data management, capital, operation, and maintenance activities, purchasing, maintaining, and replacing equipment necessary for monitoring activities, development of the monitoring sections to be included in the Annual Report, and other tasks.
- WMP related tasks include any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit, such as the requirement to complete annual reporting, including the WMP progress report, report of Waste Discharge, adaptive management, a trash monitoring and reporting plan, WMP Revisions, website management of lastormh2o.org, and other tasks.
- Contracts regarding WMP related tasks will be administered by the SGVCOG utilizing a consultant(s) selected in coordination with the ULAR WMG, unless otherwise determined by the ULAR WMG. The City of Los Angeles will provide subject-matter expertise and project management support to the SGVCOG and its consultants for the purposes of completing this task.
- Contract administration will include any and all tasks associated with administering the MOA, including but not limited to facilitating the development of agreements and subsequent amendments for the ULAR WMG, managing procurements, contracting, and contract administration for consultants and contractors, which could include establishing and managing a bench of technical consultants that could be utilized by any party, distributing invoices and collecting payment from the parties, paying invoices, managing the MOA budget, facilitating the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures, among other tasks.

- Additional tasks may be identified in the process of complying with the Permit, at which point the ULAR WMG would determine the optimal approach to ensuring that the ULAR WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

Fiscal Impact

The total cost of the three-year MOA for all parties is \$5,358,422, of which South Pasadena's portion is \$36,091, which is \$12,064 in FY 2023-2024, \$10,954 in FY 2024-2025, and \$13,074 in FY 2025-2026. The parties contribute based on their respective percentage land area in the watershed, of which South Pasadena's component is 0.71%. The majority of the land area is covered by the City of Los Angeles (the lead agency) at 58.53%, followed by Los Angeles County at 13.25%, Pasadena at 4.78%, Glendale at 6.32%, Burbank at 3.58%, and so forth.

South Pasadena's three-year cost of \$36,091 includes:

- \$25,584 for implementing CIMP monitoring services, including labor, laboratory analysis, laboratory data handling, related contract services, equipment, Arroyo Seco non-stormwater outfall monitoring, and administration, as well as a 15% contingency and 2.5% annual escalation allowance.
- \$7,110 for WMP related tasks including semi-annual progress reporting, annual reporting, WMP revisions and adaptive management, reporting of waste discharge, a trash monitoring and reporting plan, and program management, as well as a 15% contingency and 2.0% annual escalation allowance.
- \$1,386 for CASQA membership fees.
- \$2,011 for contract management.

Adequate funding for this agreement is available in the FY 2023-2024 adopted budget for implementation of the Enhanced Watershed Management Program (EWMP), with \$15,000 identified in the Measure W Safe Clean Water Account No. 239-6010-6011-8020-000 for this use.

Key Performance Indicators and Strategic Plan

This item is related to routine and State required monitoring and reporting and is not associated with a Key Performance Indicator or Strategic Plan Goal.

Environmental Analysis

This item is related to compliance with the monitoring and reporting requirements established in the State required MS4 Permit and associated documents. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," this action is exempt from further review under CEQA. The development and implementation of the plan is a requirement of the California State Water Resources Control Board, and is exempt from the CEQA (Public Resources Code §21000 et seq.) because it is an action pursuant to a

regulatory requirement to assure the protection of the environment. Furthermore, the Plan applies to the City's and County's existing stormwater collection system, where there is no expansion of use in this reporting action, and is therefore exempt from the 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."

Attachment

Memorandum of Agreement

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ATTACHMENT
Proposed Memorandum of Agreement

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MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2023 by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System

(MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System MS4 Permit No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the LACFCD, the COUNTY, and 84 of the 88 cities within the County comply with its prescribed elements; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County to comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the ULAR WMG Lead Agency; and

WHEREAS, the PARTIES desired to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 25, 2015 and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 28, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 30, 2015 and was approved by the Regional Board on August 5, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS, and to authorize the SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended, through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The Parties agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2C(i) of Exhibit B and WMP-

RELATED TASKS in accordance with Table 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related tasks. The CITY and the SGVCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. Contract Administration. The SGVCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SGVCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the ULAR WMG lead agency. Written notice will be provided to the PARTIES should contact information from the SGVCOG and/or the ULAR WMG lead agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SGVCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SGVCOG's Contact Management Fee, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SGVCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SGVCOG's program management fee. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.
- b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SGVCOG for their invoice within sixty (60) days of receipt of the invoice from the SGVCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SGVCOG shall result in the SGVCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by SGVCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be

obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

- i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SGVCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).
 - ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the ULAR WMG shall discuss the proposed activity and the ULAR WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The SGVCOG shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SGVCOG before shifting these funds.

- g. Contract Management Fee. The SGVCOG will receive a Contract Management Fee of \$100,000 per year for administration of this MOA by the SGVCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by SGVCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SGVCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the ULAR WMG will be determined by a two-thirds supermajority (66.66%) voting of the ULAR WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of ULAR WMG members. Any PARTY that does not respond to a vote within five business days, shall be considered to support the majority consensus.

- d. Participation. Each PARTY shall designate an individual to provide representation at the ULAR WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the ULAR WMG meetings and, if necessary, responds to email communication.

- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The ULAR WMG, led by the ULAR WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The ULAR WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SGVCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SGVCOG and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella, Chief Engineer

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

CITY OF ALHAMBRA

By _____
Adele Andrade-Stadler, Mayor

Dated

ATTEST:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Dated: _____

By: _____

Aura Garcia, President
Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____

Adena M. Hopenstand
Deputy City Attorney

CITY OF BURBANK

Dated: _____

By _____

Konstantine Anthony, Mayor

ATTEST:

Justin Hess, City Manager

APPROVED AS TO FORM:

Joseph H. McDougall, City Attorney

CITY OF CALABASAS

Dated: _____

By _____
David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

THE CITY OF GLENDALE

Dated: _____

By _____
Ardy Kassakhian, Mayor

ATTEST:

Roubik Golanian, P.E., City Manager

APPROVED AS TO FORM:

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated:

By

Steve Freedland, Mayor

ATTEST:

Deana L. Gonzalez, CMC, City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: _____

By _____

ATTEST:

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

CITY OF MONTEBELLO

Dated: _____

By _____
David Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEREY PARK

Dated: _____

By:

Ron Bow, City Manager

ATTEST:

By: _____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney

CITY OF PASADENA

Dated: _____

By _____
Miguel Márquez, City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

Debra Wordham, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____

By _____
Ben Kim, City Manager

ATTEST:

Gloria Molleda, City Clerk

APPROVED AS TO FORM:

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____

By _____
Celeste T. Rodriguez, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

CITY OF SAN GABRIEL

Dated: _____

By _____
Mark Lazzaretto, City Manager

ATTEST:

Sharon Clark, City Clerk

APPROVED AS TO FORM:

Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____

By _____
Steve Talt, Mayor

ATTEST:

Mario Rueda, Acting City Manager

APPROVED AS TO FORM:

Joseph Montes, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____

By _____
Rene Salas, City Manager

ATTEST:

Donna G. Shwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

CITY OF SOUTH PASADENA

Dated: _____

By _____
Arminé Chaparyan, City Manager

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

CITY OF THE TEMPLE CITY

Dated: _____

By _____
Cynthia Sternquist, Mayor

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Greg Murphy, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Dated: _____

By: _____
Marisa Creter, Executive Director

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
David DeBerry
Counsel for the SGVCOG

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the ULAR WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the ULAR CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements for the Regional Board.

The City is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit. The ULAR WMG is required to complete the following activities as part of the ULAR Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SGVCOG utilizing a consultant(s) selected in coordination with the ULAR WMG, unless otherwise determined by the ULAR WMG. The lead agency of the ULAR WMG will provide subject-matter expertise and project management support to the SGVCOG and its consultants for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the ULAR WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the lead agency of the ULAR WMG providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Pay invoices from the City, upon receipt of invoice, as established in Section 8(a) of the MOA.
- Manage the MOA budget in coordination with the lead agency of the ULAR WMG.
- Facilitate the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the SGVCOG.

Additional tasks may be identified in the process of complying with the Permit, at which point the ULAR WMG would determine the optimal approach to ensuring that the ULAR WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

EXHIBIT B

MOA Cost Estimates

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Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA/SGVCOG fee)

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 83,732	\$ 79,353	\$ 95,016	\$ 258,101
City of Los Angeles	\$ 943,982	\$ 908,306	\$ 1,084,118	\$ 2,936,406
County of Los Angeles	\$ 232,381	\$ 217,554	\$ 257,621	\$ 707,556
City of Alhambra	\$ 25,278	\$ 24,472	\$ 29,209	\$ 78,958
City of Burbank	\$ 57,421	\$ 55,590	\$ 66,350	\$ 179,361
City of Calabasas	\$ 20,731	\$ 20,070	\$ 23,954	\$ 64,755
City of Glendale	\$ 101,385	\$ 98,139	\$ 117,135	\$ 316,659
City of Hidden Hills	\$ 4,974	\$ 4,815	\$ 5,747	\$ 15,536
City of La Canada Flintridge	\$ 34,193	\$ 27,729	\$ 33,097	\$ 95,018
City of Montebello	\$ 27,721	\$ 26,837	\$ 32,032	\$ 86,590
City of Monterey Park	\$ 25,626	\$ 24,809	\$ 29,610	\$ 80,045
City of Pasadena	\$ 81,872	\$ 74,179	\$ 88,537	\$ 244,588
City of Rosemead	\$ 17,135	\$ 16,588	\$ 19,799	\$ 53,522
City of San Fernando	\$ 7,854	\$ 7,604	\$ 9,076	\$ 24,534
City of San Gabriel	\$ 13,688	\$ 13,252	\$ 15,817	\$ 42,756
City of San Marino	\$ 12,471	\$ 12,073	\$ 14,410	\$ 38,953
City of South El Monte	\$ 21,094	\$ 17,250	\$ 18,998	\$ 57,341
City of South Pasadena	\$ 12,064	\$ 10,954	\$ 13,074	\$ 36,091
City of Temple City	\$ 13,334	\$ 12,909	\$ 15,408	\$ 41,651
Total	\$ 1,736,933	\$ 1,652,482	\$ 1,969,007	\$ 5,358,422

Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 66,082	\$ 61,483	\$ 62,518	\$ 190,083
City of Los Angeles	\$ 711,254	\$ 671,309	\$ 682,542	\$ 2,065,105
County of Los Angeles	\$ 179,686	\$ 163,892	\$ 166,695	\$ 510,272
City of Alhambra	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	\$ 76,240	\$ 72,532	\$ 73,746	\$ 222,518
City of Hidden Hills	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	\$ 27,088	\$ 20,494	\$ 20,837	\$ 68,419
City of Montebello	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	\$ 62,866	\$ 54,824	\$ 55,741	\$ 173,431
City of Rosemead	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	\$ 19,047	\$ 15,166	\$ 15,466	\$ 49,679
City of South Pasadena	\$ 9,258	\$ 8,095	\$ 8,231	\$ 25,584
City of Temple City	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total Estimated Cost of CIMP	\$ 1,321,633	\$ 1,229,667	\$ 1,250,357	\$ 3,801,657

Note:

1. Total Monitoring Services cost = General CIMP + NSW0 + Legg Lake

Table 2A. Costs for General CIMP Monitoring Services

ULAR CIMP General Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor (Receiving Water and Storm Water Outfall)	\$ 253,000	\$ 230,000	\$ 230,000
Laboratory Analysis (Receiving Water and Storm Water Outfall)	\$ 263,051	\$ 237,879	\$ 240,157
Laboratory Data Handling Fee (15%)	\$ 39,458	\$ 35,682	\$ 36,024
Laboratory Analysis (TIE)	\$ 40,000	\$ 40,000	\$ 40,000
Contract Services	\$ 319,000	\$ 305,000	\$ 305,000
Equipment	\$ 136,325	\$ 130,081	\$ 122,601
Administrative Fee (5%)	\$ 52,542	\$ 48,932	\$ 48,689
Sub-Total	\$ 1,103,375	\$ 1,027,574	\$ 1,022,471
Contingency (15%)	\$ 165,506	\$ 154,136	\$ 153,371
Annual Escalation (2.5%)	\$ -	\$ 25,689	\$ 51,763
Total	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604

Table 2A(i). Distribution of Costs for General CIMP Monitoring Services

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 63,444	\$ 60,370	\$ 61,380	\$ 185,194
City of Los Angeles	181,288.00	58.53%	\$ 705,492	\$ 671,309	\$ 682,542	\$ 2,059,343
County of Los Angeles	41,048.07	13.25%	\$ 159,741	\$ 152,001	\$ 154,544	\$ 466,286
City of Alhambra	4,884.31	1.58%	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	11,095.20	3.58%	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	4,005.68	1.29%	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	19,587.50	6.32%	\$ 76,226	\$ 72,532	\$ 73,746	\$ 222,504
City of Hidden Hills	961.03	0.31%	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	5,534.46	1.79%	\$ 21,538	\$ 20,494	\$ 20,837	\$ 62,869
City of Montebello	5,356.38	1.73%	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	4,951.51	1.60%	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	14,805.30	4.78%	\$ 57,616	\$ 54,824	\$ 55,741	\$ 168,181
City of Rosemead	3,310.87	1.07%	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	1,517.64	0.49%	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	2,644.87	0.85%	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	2,409.64	0.78%	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	1,594.16	0.51%	\$ 6,204	\$ 5,903	\$ 6,002	\$ 18,109
City of South Pasadena	2,186.20	0.71%	\$ 8,508	\$ 8,095	\$ 8,231	\$ 24,834

City of Temple City	2,576.50	0.83%	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total	309,757.32	100.00%	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604	\$ 3,703,886

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B. Costs for Arroyo Seco NSWO Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Non-Stormwater Outfall Monitoring			
Arroyo Seco (3 Screening Events)	\$ 16,470		
Laboratory Data Handling Fee (15%)			
Flat Rate: 15% of Total Monitoring costs	\$ 2,470		
Administrative Fee (5%)			
Flat Rate: 5% of Total NSWO Monitoring Cost	\$ 947		
Monitoring Cost Sub-Total	\$ 19,887		
Additional Costs			
Contingency (15%)	\$ 1,989		
Annual Escalation (2.5%)	\$ -		
Arroyo Seco (Total)	\$ 21,876		

Table 2B(i). Distribution of Costs for Arroyo Seco NSWO Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,094	\$ -	\$ -	\$ 1,094
City of Los Angeles	3936.66	27.73%	\$ 5,762	\$ -	\$ -	\$ 5,762
County of Los Angeles	2361.13	16.63%	\$ 3,456	\$ -	\$ -	\$ 3,456
City of Glendale	9.39	0.07%	\$ 14	\$ -	\$ -	\$ 14
City of La Canada Flintridge	3791.77	26.71%	\$ 5,550	\$ -	\$ -	\$ 5,550
City of Pasadena	3586.72	25.26%	\$ 5,250	\$ -	\$ -	\$ 5,250
City of South Pasadena	512.25	3.61%	\$ 750	\$ -	\$ -	\$ 750
Arroyo Seco (Total)	14,197.93	100.00%	\$ 21,876			\$ 21,876

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2C. Costs for Legg Lake Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Legg lake	\$ 22,235	\$ 15,694	\$ 15,694
Laboratory Data Handling Fee (15%)	\$ 3,335	\$ 2,354	\$ 2,354
Administrative Fee (5%)	\$ 1,279	\$ 902	\$ 902
Monitoring Cost Sub-Total	\$ 26,849	\$ 18,950	\$ 18,950
Additional Costs			
Contingency (15%)	\$ 4,027	\$ 2,843	\$ 2,843
Annual Escalation (2.5%)	\$ -	\$ 474	\$ 959
Legg Lake (Total)	\$ 30,876	\$ 22,267	\$ 22,752

Table 2C(i). Distribution of Costs for Legg Lake Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,544	\$ 1,113	\$ 1,138	\$ 3,795
County of Los Angeles	2,044.68	56.21%	\$ 16,489	\$ 11,891	\$ 12,150	\$ 40,530
South El Monte	1,592.68	43.79%	\$ 12,844	\$ 9,262	\$ 9,464	\$ 31,570
Legg Lake (Total)	3,637.35	100.00%	\$ 30,876	\$ 22,267	\$ 22,752	\$ 75,895

Note:

1. Legg Lake now has a fish tissue monitoring requirement at a frequency of once every three years.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees)

ULAR WMP Cost Distribution + CASQA				
Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 12,650	\$ 12,870	\$ 27,498	\$ 53,018
City of Los Angeles	\$ 177,128	\$ 181,398	\$ 345,977	\$ 704,503
County of Los Angeles	\$ 40,106	\$ 41,073	\$ 78,338	\$ 159,517
City of Alhambra	\$ 4,772	\$ 4,887	\$ 9,321	\$ 18,981
City of Burbank	\$ 10,841	\$ 11,102	\$ 21,174	\$ 43,117
City of Calabasas	\$ 3,914	\$ 4,008	\$ 7,645	\$ 15,566
City of Glendale	\$ 19,138	\$ 19,599	\$ 37,382	\$ 76,119
City of Hidden Hills	\$ 939	\$ 962	\$ 1,834	\$ 3,735
City of La Canada Flintridge	\$ 5,407	\$ 5,538	\$ 10,562	\$ 21,507
City of Montebello	\$ 5,233	\$ 5,360	\$ 10,222	\$ 20,815
City of Monterey Park	\$ 4,838	\$ 4,955	\$ 9,450	\$ 19,242

City of Pasadena	\$ 14,466	\$ 14,814	\$ 28,255	\$ 57,535
City of Rosemead	\$ 3,235	\$ 3,313	\$ 6,319	\$ 12,866
City of San Fernando	\$ 1,483	\$ 1,519	\$ 2,896	\$ 5,898
City of San Gabriel	\$ 2,584	\$ 2,646	\$ 5,048	\$ 10,278
City of San Marino	\$ 2,354	\$ 2,411	\$ 4,599	\$ 9,364
City of South El Monte	\$ 1,558	\$ 1,595	\$ 3,042	\$ 6,195
City of South Pasadena	\$ 2,136	\$ 2,188	\$ 4,172	\$ 8,496
City of Temple City	\$ 2,517	\$ 2,578	\$ 4,917	\$ 10,013
Total Estimated Cost of WMP	\$ 315,300	\$ 322,815	\$ 618,651	\$ 1,256,766

Note:

1. Total cost = General WMP + CASQA Fees.

Table 3A. Costs for Implementing General WMP-Related Tasks

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
Semi-Annual Progress Report (June)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Annual Reporting Package (December)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
WMP Revisions/RAA/Adaptive Management	\$ -	\$ -	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	\$ -	\$ -	\$ 20,000	\$ 20,000
Trash Monitoring and Reporting Plan (TMRP)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Program Management (10%)	\$ 20,000	\$ 20,000	\$ 42,000	\$ 82,000
Sub-Total	\$ 220,000	\$ 220,000	\$ 462,000	\$ 902,000
Contingency (15%)	\$ 33,000	\$ 33,000	\$ 69,300	\$ 135,300
Annual Escalation (2% per year)	\$ -	\$ 4,400.00	\$ 18,664.80	\$ 23,065
WMP Program Management Cost (Total)	\$ 253,000	\$ 257,400	\$ 549,965	\$ 1,060,365

Note:

1. Annual Report package includes semiannual progress report.

Table 3B. Distribution of Costs for CASQA Membership Fees

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
City of Los Angeles	181,288.00	58.53%	\$ 36,462	\$ 38,285	\$ 40,199	\$ 114,945
County of Los Angeles	41,048.07	13.25%	\$ 8,256	\$ 8,669	\$ 9,102	\$ 26,026
City of Alhambra	4,884.31	1.58%	\$ 982	\$ 1,031	\$ 1,083	\$ 3,097
City of Burbank	11,095.20	3.58%	\$ 2,232	\$ 2,343	\$ 2,460	\$ 7,035
City of Calabasas	4,005.68	1.29%	\$ 806	\$ 846	\$ 888	\$ 2,540
City of Glendale	19,587.50	6.32%	\$ 3,940	\$ 4,137	\$ 4,343	\$ 12,419
City of Hidden Hills	961.03	0.31%	\$ 193	\$ 203	\$ 213	\$ 609
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,113	\$ 1,169	\$ 1,227	\$ 3,509
City of Montebello	5,356.38	1.73%	\$ 1,077	\$ 1,131	\$ 1,188	\$ 3,396
City of Monterey Park	4,951.51	1.60%	\$ 996	\$ 1,046	\$ 1,098	\$ 3,139
City of Pasadena	14,805.30	4.78%	\$ 2,978	\$ 3,127	\$ 3,283	\$ 9,387
City of Rosemead	3,310.87	1.07%	\$ 666	\$ 699	\$ 734	\$ 2,099
City of San Fernando	1,517.64	0.49%	\$ 305	\$ 320	\$ 337	\$ 962
City of San Gabriel	2,644.87	0.85%	\$ 532	\$ 559	\$ 586	\$ 1,677
City of San Marino	2,409.64	0.78%	\$ 485	\$ 509	\$ 534	\$ 1,528
City of South El Monte	1,594.16	0.51%	\$ 321	\$ 337	\$ 353	\$ 1,011
City of South Pasadena	2,186.20	0.71%	\$ 440	\$ 462	\$ 485	\$ 1,386
City of Temple City	2,576.50	0.83%	\$ 518	\$ 544	\$ 571	\$ 1,634
Total	309,757.32	100.00%	\$ 62,300	\$ 65,415	\$ 68,686	\$ 196,401

Note:

1. LACFCD will retain its own CASQA membership.
2. Assumes 5% escalation per year for CASQA fees.

Table 4. SGVCOG Annual Contract Management Fees

	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
City of Los Angeles	181,288.00	58.53%	\$ 55,600	\$ 55,600	\$ 55,600	\$ 166,799
County of Los Angeles	41,048.07	13.25%	\$ 12,589	\$ 12,589	\$ 12,589	\$ 37,767
City of Alhambra	4,884.31	1.58%	\$ 1,498	\$ 1,498	\$ 1,498	\$ 4,494
City of Burbank	11,095.20	3.58%	\$ 3,403	\$ 3,403	\$ 3,403	\$ 10,208
City of Calabasas	4,005.68	1.29%	\$ 1,229	\$ 1,229	\$ 1,229	\$ 3,686
City of Glendale	19,587.50	6.32%	\$ 6,007	\$ 6,007	\$ 6,007	\$ 18,022
City of Hidden Hills	961.03	0.31%	\$ 295	\$ 295	\$ 295	\$ 884
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,697	\$ 1,697	\$ 1,697	\$ 5,092

City of Montebello	5,356.38	1.73%	\$ 1,643	\$ 1,643	\$ 1,643	\$ 4,928
City of Monterey Park	4,951.51	1.60%	\$ 1,519	\$ 1,519	\$ 1,519	\$ 4,556
City of Pasadena	14,805.30	4.78%	\$ 4,541	\$ 4,541	\$ 4,541	\$ 13,622
City of Rosemead	3,310.87	1.07%	\$ 1,015	\$ 1,015	\$ 1,015	\$ 3,046
City of San Fernando	1,517.64	0.49%	\$ 465	\$ 465	\$ 465	\$ 1,396
City of San Gabriel	2,644.87	0.85%	\$ 811	\$ 811	\$ 811	\$ 2,433
City of San Marino	2,409.64	0.78%	\$ 739	\$ 739	\$ 739	\$ 2,217
City of South El Monte	1,594.16	0.51%	\$ 489	\$ 489	\$ 489	\$ 1,467
City of South Pasadena	2,186.20	0.71%	\$ 670	\$ 670	\$ 670	\$ 2,011
City of Temple City	2,576.50	0.83%	\$ 790	\$ 790	\$ 790	\$ 2,371
Total	309,757.32	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000

Note:

1. SGVCOG fee is \$100,000 per year and covers both Monitoring Services and WMP-related tasks.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C

Upper Los Angeles River Watershed Management Area CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jqintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra 111 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571
City of Burbank P.O. Box 6459 Burbank, CA 91510	Stephen Walker E-mail: SWalker@burbankca.gov Phone: (818) 238-3804
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Tatiana Holden E-mail: tholden@cityofcalabasas.com Phone: (818) 224-1600
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@glendaleca.gov Phone: (818) 550-4511
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Patrick DeChellis E-mail: pdechellisi@lcf.ca.gov Phone: (818) 790-8882

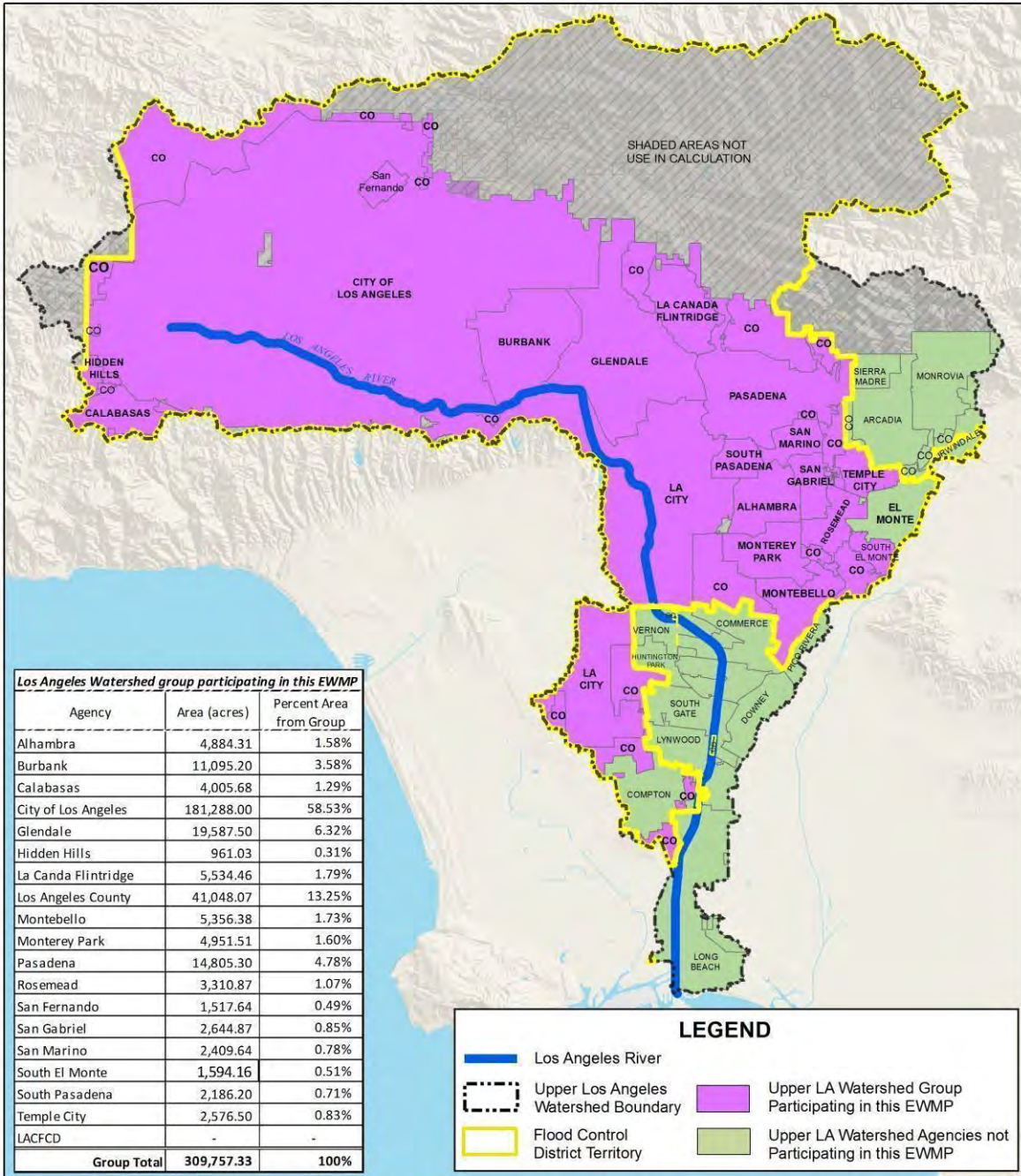
EXHIBIT C

Upper Los Angeles River Watershed Management Group Responsible Agencies Representatives

<p>City of Montebello 1600 W Beverly Blvd Montebello, CA 90640</p>	<p>James A. Enriquez E-mail: jenriquez@cityofmontebello.com Phone: 323-887-1200</p> <p>Rita Montalvo E-mail: rmontalvo@cityofmontebello.com Phone: 323-887-1200 Ext 469</p>
<p>City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896</p>	<p>Xochitl Tipan E-mail: xtipan@montereypark.ca.gov Phone: (626) 307-1383</p>
<p>City of Pasadena 100 N Garfield Ave 3rd Floor, N306 Pasadena, CA 91101-1726</p>	<p>Dawn Petschauer E-mail: dpetschauer@cityofpasadena.net Phone: (626) 744-3929</p>
<p>City of Rosemead 8838 East Valley Blvd. Rosemead, CA 91770-1787</p>	<p>Michael Chung E-mail: mchung@cityofrosemead.org Phone: (626) 569-2158</p> <p>Eddie Chan E-mail: echan@cityofrosemead.org Phone: (626) 569-2154</p>
<p>City of San Fernando 117 Macneil Street San Fernando, CA 91340</p>	<p>Kenneth Jones Email: kjones@sfcity.org Phone: (818) 898-1240</p>
<p>City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775</p>	<p>Greg De Vinck E-mail: gdevinck@sgch.org Phone: (626) 308 - 2825</p> <p>Capucine Hernandez E-mail: chernandez@sgch.org Phone: (626) 308-2825</p>
<p>City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691</p>	<p>Amber Shah E-mail: ashah@cityofsanmarino.org Phone: (626) 300 - 0787</p>
<p>City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733</p>	<p>Rene Salas E-mail: rsalas@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409</p>
<p>City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298</p>	<p>Ted Gerber E-mail: tgerber@southpasadenaca.gov Phone: (626) 403-7240</p>

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyme@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Marisa Creter Email: mcreter@sgvcog.org Phone: (626) 457-1800

EXHIBIT D Upper Los Angeles River Watershed



3 1.5 0 3 Miles

Upper Los Angeles River Watershed EWMP Agencies

	BUREAU OF SANITATION				
	ENRIQUE C. ZALDIVAR DIRECTOR	SHAHRAM KHARAGHANI PROGRAM MANAGER	DRAWN BY: NH	CHECKED BY: VD	
ULARW_EWMPAgencies	<small>This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles. Thomas Bros Data reproduce with permission granted by THOMAS BROS MAP</small>				DATE REVISED 3-3-15

EXHIBIT E

Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP COMPONENT RECONCILIATION

CIMP Component - General Monitoring							
General Monitoring		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$						
Actual	\$						
Total Remaining	\$						

CIMP Component - Non-Stormwater Monitoring							
Non-Stormwater Monitoring		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$						
Actual	\$						
Total Remaining	\$						

CIMP Component - Total							
CIMP Component - Total		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$						
Actual	\$						
Total Remaining	\$						

WMP COMPONENT RECONCILIATION

WMP MOA Table Item	Budget (MOA)	Actual (To Date)	Anticipated (To End of MOA)	Balance
Annual Report	\$			
Adaptive Management	\$			
Los Angeles Report of Waste Discharge	\$			
ULAR LRS Funds	\$			
ULAR Trash Monitoring & Reporting Plan	\$			
Special Studies	\$			
ULAR 2017 Report of Waste Discharge (ROWD)	\$			
Total	\$			

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City Council Agenda Report

ITEM NO. 18

DATE: July 19, 2023
FROM: Arminé Chaparyan, City Manager *BYM for AZ*
PREPARED BY: Roxanne Diaz, City Attorney
SUBJECT: **Resolution Authorizing the Approval of Plans, Designs and Specifications and Working Details for Public Works Projects**

Recommendation

It is recommended that the City Council adopt the Resolution authorizing the approval of plans, designs and specifications and working details for public works projects.

Executive Summary

Public improvement projects depend on sets of plans and specifications that are needed to solicit bids for contractors to construct a project. The proposed resolution authorizes specific staff members or their designees to approve plans and specification for public works projects in order to ensure that the City is following best practices and to provide efficiencies in the procurement and construction process.

Background

A public works project has several phases from start to finish: design, bid solicitation, contract award and construction. During the design phase, typically in-house staff or professional consultants prepare a set of plans and specifications that are needed to solicit bids for contractors to construct the project. Generally, the City Council will review those plans and specifications as part of the bid award. However, state law (Government Code Section 830.6 and Public Contract Code Section 22039) authorizes delegation of this responsibility. In either case, the approval of the plans and specifications is reliant on the review of a professional engineer to review the plans and specifications and find that the plans are reasonable.

Approval of plans and specifications is an important step of a public project process because it is a prerequisite for obtaining design immunity. As the City's Municipal Code relating to the award of public works contracts authorizes City Staff to award of small public works projects (under \$60,000), it is important to ensure that any associated plans and specifications can be approved at the Staff level as well. In addition, the delegation of approval of plans and specifications by specific City Staff will also assist with the streamlining of the procurement process and create efficiencies in order to ensure that projects are bid without delay.

Adoption of Resolution Authorizing Specific Staff to Approve Plans, Designs and Specifications for Public Works Projects

July 19, 2023

Page 2 of 2

Analysis

The proposed resolution will delegate authority to the Director of Public Works or his designee to approve plans, designs, specifications for any construction or improvement to public property. The Director may delegate that authority to another employee, such as a senior civil engineer, or a consultant retained by the City for a specific project. In both cases, as long as the designee holds a valid registration as a professional engineer in the State of California, that delegation is permitted.

Fiscal Impact

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

Attachment: Resolution

ATTACHMENT 1

Resolution

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE APPROVAL OF PLANS, DESIGNS AND SPECIFICATIONS AND WORKING DETAILS FOR PUBLIC WORKS PROJECTS

WHEREAS, pursuant to Government Code Section 830.6, the Government Claims Act provides a public agency with design immunity for plans or designs for construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body of the agency or by some other body or employee exercising discretionary authority to give such approval;

WHEREAS, pursuant to Public Contract Code Section 22039, the Uniform Public Construction Cost Accounting Act requires that the governing body of a participating public agency or its designated representative shall adopt plans, specifications, and working details for all public projects subject to a formal bidding process;

WHEREAS, it is the intent of the South Pasadena City Council in adopting this Resolution to streamline the review process for public works projects by designating City employees with the requisite knowledge and experience to approve plans, designs, specifications, and working details for construction of, or improvement to, public property.

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

Section 1. The facts as set forth in the Recitals are true and correct and are incorporated herein as set forth in full.

Section 2. In accordance with Government Code Section 830.6 and Public Contract Code Section 22039, the Director of Public Works and/or his designee, provided that such designee holds a valid registration as a professional engineer in the State of California, is delegated the authority to approve plans, designs, specifications and working details, and any amendments thereto, for construction of, or improvement to, public property.

Section 3. All approvals of plans, designs, specifications, and working details for construction of, or improvement to, public property previously made by the Public Works Director or his designee are ratified.

Section 4. This Resolution does not amend or otherwise impact the public works project procurement requirements specified in Article XIII (Awarding Public Works Contracts) of Chapter 2 (Administration) of the South Pasadena Municipal Code.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 19th day of July, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

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 19th day of 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez,
Deputy City Clerk



City Council Agenda Report

ITEM NO. 19

DATE: July 19, 2023

FROM: Arminé Chaparyan, City Manager *OKM TUAL*

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **Approval of an Agreement for Legal Services with Colantuono, Highsmith & Whatley, PC in an Amount Not to Exceed \$15,000 for Services Related to the City Attorney Transition**

Recommendation

It is recommended that the City Council approve the Agreement for Legal Services and authorize the City Manager to execute the Agreement.

Executive Summary

The proposed agreement for legal services is a limited agreement in scope and compensation for the purpose of providing special counsel services to assist the City in the transition of legal services to the new City Attorney firm.

Background

The City Council approved an agreement with Richards, Watson & Gershon ("RWG") for City Attorney services at the June 7, 2023 City Council meeting. RWG replaced the law firm of Colantuono, Highsmith & Whatley ("CHW"), and worked with them to transition both advisory and litigation matters to RWG. Notwithstanding, there may instances where RWG may need to speak to the former City Attorney's office regarding advisory or litigation matters they handled and this agreement allows for that communication to occur as well as compensate CHW for their time. This type of continuing legal services agreement is typical when there is a transition whereby the former law firm has had a long history in the City (in this case nine years) and where there is several ongoing litigation matters.

Analysis

The proposed agreement with legal services with CHW is narrow in scope and compensation. The services are on an "as-needed" basis which means either the City Manager or the City Attorney must request their assistance. Second, the requested services from CHW must relate to matters previously handled by CHW, including litigation matters, for the purpose of assisting the City Attorney and City Manager in the transition of legal services. Last, the agreement has a maximum overall compensation amount of \$15,000. The hourly rate for services is a composite rate of \$285 for all attorneys and

\$190 for paralegals. We do not anticipate the need for CHW to travel to the City. We anticipate the services will take the form of communications (phone, etc.) between RWG attorneys and CHW attorneys who were previously handling legal matters for the City including litigation matters.

Fiscal Impact

The potential fiscal impact is a maximum of \$15,000 and will be part of the budget for Legal Services in account 101-2010-2501.

Attachments:

1. Agreement for Legal Services

ATTACHMENT 1
Agreement for Legal Services

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AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is made and entered into as of July 1, 2023, by and between the law firm of Colantuono, Highsmith & Whatley, PC, (“Firm”) and the City of South Pasadena (“City”).

RECITALS

- A. The City desires to retain the Firm to provide special counsel legal services to the City for the purposes of assisting the City in its transition of legal services from the Firm to Richards, Watson & Gershon (“RWG”).
- B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide special counsel legal services as contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

- A. The Firm shall perform special counsel legal services to the City related to matters previously handled by the Firm for the purposes of assisting the City in its transition of legal services from the Firm to RWG.
- B. The legal services to be provided by the Firm shall be billed at the rates and for the costs set forth in Exhibit A (“Rate Schedule”). The maximum amount of compensation to be paid to the Firm for legal services under this Agreement shall be Fifteen Thousand Dollars (\$15,000). The Rate Schedule shall remain in effect until amended by mutual agreement of the parties. Services shall be provided on an “as needed basis” as requested by the City Manager or City Attorney.

2. Billing Procedures and Monthly Statements.

- A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, though persistent late payment shall be a basis for the Firm to review its relationship with the City.

B. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units).

3. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles County pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City chooses not to utilize the Los Angeles County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles County to be conducted by JAMS in accordance with its commercial arbitration rules.

4. Term of the Agreement.

This Agreement shall be effective as of July 1, 2023 ("Effective Date") and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 5 hereof.

5. Termination of the Agreement.

City, through the City Manager, has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least ten (10) days prior to termination. Termination is effective ten (10) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations under the Rules of Professional Conduct to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and the Firm agrees to cooperate fully in any such transition. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

6. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the City's client file in electronic format. The Firm may store part or all of the City's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of City files, just as it does for the City's non-

digital files. The City's data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. If the City asks the Firm to deliver its file to the City, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the City. Three years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the City's client file, including all electronic records. The Firm may also discharge its obligation to maintain the City's file prior to the expiration of three years by mailing a copy to the City. "Reasonable notice" means the Firm's mailing of a notice of our intent to destroy your client file to the City.

C. City shall have the right to access and examine records of the Firm pertaining to the City, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the City access to the Firm's records pertaining to the City as provided herein and upon written request. This same procedure will apply to information stored in the cloud.

7. Modifications to the Agreement.

This Agreement may be amended from time to time by written amendment to this Agreement that has been approved and executed by the parties.

8. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, bonus, or other similar benefits provided to City employees.

9. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

10. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the City Manager. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

11. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

12. Indemnification.

The Firm shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

13. Conflicts of Interest.

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).

14. Permits and Approvals.

The Firm and its members shall obtain, at the Firm’s sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

15. 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. Entire Agreement.

This Agreement, together with Exhibits “A” , shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

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, California

“Firm”
Colantuono, Highsmith & Whatley, PC

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A

Applicable Billing Rates

A. Billing Rates

1. Special counsel legal services provided by the Firm to the City shall be billed to, and compensated by, the City at the composite hourly rate of \$285 per hour for all attorneys and \$190 per hour for all paralegals.

B. Travel Time and Costs

1. Travel to City. In the event that travel is required, the Firm will bill for time incurred for travel portal-to-portal. The Firm will also bill for actual, out-of-pocket expenses for such travel, including mileage at the IRS rate.
2. To reduce costs, the City will cooperate with the Firm to avoid unnecessary travel to the City, especially when substantially similar service can be provided remotely via teleconference or video conference.
3. Photocopies shall be billed at 20 cents per page, outgoing faxes will be charged at \$1 per page. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of e-mail, U.S. Mail and other means. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm's contract with Westlaw or a similar provider. Costs will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services.



City Council Agenda Report

ITEM NO. 20

DATE: July 19, 2023

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

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

SUBJECT: **Approval of Agreement with Maverick Networks Inc., for the Installation of the Voice Over Internet Protocol (VoIP) Software Telephone System RingCentral, for a Five-Year Term**

Recommendation,

It is recommended that the City Council:

1. Approve the Professional Services Statement of Work for Professional Services with Maverick Networks Inc., for the installation and implementation of the Voice Over Internet Protocol (VoIP) software telephone system RingCentral, in the amount not to exceed of \$40,000;
2. Authorize the use of the OMNIA Partners Purchasing Program pursuant to South Pasadena Municipal Code Section 2.99-29(21) for the purchase of the RingCentral software telephone system finding that the purchase meets the requirements set forth therein;
3. Approve the agreement with RingCentral in the amount not to exceed, \$216,015, for a five-year term; and
4. Authorize the City Manager to execute the agreements and any other documents to effectuate the purchase.

Executive Summary

The City's aged analog telecommunication system has reached end of life and is recommended to be replaced by a VoIP telephone system, to upgrade the City's telephone system to be able to make use of new communication tools being offered through VoIP. Approval of this item will allow for reductions in costs in the City's telephone system, as well as improve efficiencies throughout the agency as new features will be introduced via the proposed system that will provide improved phone correspondence for both staff and the community, increasing both internal and external customer services capabilities.

Background

The City has been using an analog telecommunications system, which was purchased over seventeen years ago, and is currently on a month-to-month contract with a third-

party vendor for its maintenance. The annual cost is approximately \$11,808 to manage the phone system, with extra charges being incurred as line changes are requested and phone parts needing to be replaced. The system software and hardware is at end of life, as it is no longer being produced, and the vendor has limited support available for these phones. The system no longer meets the City's operational needs. Staff have completed a detailed review of the existing telecommunications system and equipment and evaluated alternatives and options regarding replacement of the existing system.

All major telecommunications system manufacturers have migrated their systems and products to VoIP technology. VoIP is a technology that allows you to make voice calls using a broadband internet connection instead of a regular (or analog) phone line. Analog phone lines have been phased out, as they are no longer cost efficient. A VoIP telephone system permits management of telephone calls/messages from either the telephone handset or via the desktop or laptop computer of each employee, utilizing communications software.

In order to replace the phone system agency wide, multiple components need to be addressed in order to support the new technology. Staff will be coordinating with Maverick Networks to install the cabling infrastructure replacements and network equipment upgrades that will be needed to implement the VoIP software system.

Analysis

Technological advancements now provide for more robust cloud-based telephone and communications systems that offer various connectivity options. Accordingly, the recommended RingCentral system will provide the City with flexibility to connect through multiple internet connections and, most importantly, provide for portability of the City's telephone system. Because the recommended system is a cloud-based solution, the City will be able to manage its phone systems from any location with or without an actual physical building location, providing the capability to oversee and manage the system off-site when needed, and extending service connection to staff in-the-field and off-site. RingCentral will also provide more dynamic voicemail, notification, video conferencing, analytics and reporting options that currently are not available in the current telecommunication system—features that are currently not feasible with the current telephone devices and system. The City does intend to request a quote for management of the phone system, similar to the current contract in place for management of the City's phone system.

The department staff met with several vendors and reviewed multiple solutions and determined a cloud-based, decentralized telephone system is best suited for the City's needs, as the City intends to transition to cloud based servers in FY 2024. The City received four proposals for both telephone system services and the implementation of the system. Of the proposals received, Maverick Networks provided a comprehensive proposal that is cost-effective in comparison to the other vendors who submitted proposals. The proposed annual cost for the RingCentral solution is \$43,203, with a one-time implementation cost of \$40,000 to Maverick Networks. When the City informed

Maverick Networks of the intention to move forward with the vendor, Maverick Networks was able to secure a promotion being offered for free telephones via RingCentral. Although there was no formal agreement with RingCentral executed, with the approval of the proposed agreement with RingCentral, the City will still be able to reap the benefits of the opportunity for free telephones via Maverick Networks. The estimated value of these free telephones is approximately \$26,000. City staff did research the phone devices being offered and ensured the reliability and quality of the devices being offered. Staff also conducted reference checks, which demonstrated that Maverick Networks is a reliable and efficient vendor for telephony systems that provides exceptional customer service. Some nearby cities that currently work with Maverick Networks include City of West Covina, Irwindale, Azusa, and Fontana.

If approved, the City would enter into a Professional Services Statement of Work for Professional Services with Maverick Networks which would include the acquisition, configuration, and implementation of the software and replacement of the current telephone equipment.

Some highlights of the proposed agreement are:

- Telephone devices at no cost to the City
- Conference phones at no cost to the City
- \$19,491 in free services credit to the City
- Cost savings from no longer using analog lines

South Pasadena Municipal Code Section 2.99-29(21) and the City's Purchasing Policy provides an alternative procurement method by permitting the City to obtain goods and/or services without competitive bidding from a vendor who offers the same or better price, terms, and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency, provided that the process is similar to the City's standards and is for like quantities and is in the best interest of the City. Maverick Networks proposed the RingCentral solution, utilizing the OMNIA Partners Purchasing Program. The OMNIA Partners Purchasing Program competitively solicits cooperative purchasing contracts for public agencies and the contracts are available for the use and benefit of governmental entities. Staff has determined that the requirements of Section 2.99-29(21) are satisfied for the purchase of the RingCentral system.

Although the RingCentral solution is covered under the OMNIA Partners Purchasing Program, the implementation services being proposed by Maverick Networks are under a separate agreement, as this is a one-time cost solely for implementation. The proposed agreement with Maverick Networks does not require an exception to the City's Purchasing Policy, as more than three quotes were received in response and are now being presented to the City Council for approval, as the cost is above \$30,000.

Alternatives

1. Maintain status quo and no upgrades to the telecommunications systems are made; or
2. Direct staff to release a request for proposal for telecommunications system.

Fiscal Impact

Funds in the amount of \$180,000 are included in the City's Capital Improvement Program, under Account No. 400-9000-9149-9149-000 (Capital Improvement Program- VoIP Phone/Network System). These funds will be used to fund the implementation of the project (\$40,000), first year cost for RingCentral system (\$43,203) and other project costs such as network cabling and other contingencies (\$96,797).

The annual cost for the VoIP system is \$43,203 and will be budgeted accordingly for the following fiscal years.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 6d, to improve technology, and the Department's key performance indicator for FY 2024 of upgrading the City's analog phone system to a modern digital phone system.

Attachments:

1. Professional Services Statement of Work for Professional Services with Maverick Networks Inc.
2. Agreement with RingCentral

ATTACHMENT 1

Professional Services Statement of Work for Professional Services with
Maverick Networks Inc.

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Maverick Networks, Inc.

**Professional Services Statement of Work for
Implementation Services**

This Maverick Networks, Inc. Professional Services Statement of Work for Professional Services and PS Agreement (this “**SOW**”/ “**PS Agreement**”). is executed by Maverick Networks, Inc., Inc. (“**Maverick Networks, Inc.**”), and **City of South Pasadena** the “**Customer**”) pursuant to, and is subject to, the Maverick Networks, Inc. PS Agreement executed by Customer and Maverick Networks, Inc. on or about July 19, 2023 (the “**PS Agreement**”). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	City of South Pasadena
Quote/SOW Number:	06292023-AW
Labor Cost:	\$40,000.00 USD

Project Phases: Single Phase Project

	Scope of the Phase	Value	Completion Criteria
Phase	All the Professional Services described in this SOW, for the implementation of the RingCentral MVP system	Same as Labor Cost. (Excluding Taxes and Service Expenses if applicable (Actuals).	Completion of all Professional Services described in this SOW.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. General

1.1. Assignment of a designated Project Manager (“PM”) – The Maverick Networks, Inc. PM will act as Single Point of Contact (SPOC) for delivery services, following the Project Management Institute (PMI) standard methodology. The Maverick Networks, Inc. Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- i. Internal and external kickoff session hosted by Maverick Networks, Inc.;
- ii. Creation and management of project governance, to include:
 - a. Project plan and Schedule;
 - b. Communication plan, resource plan, escalation plan, change plan, test plan;
 - c. Action and risk register;

- iii. Completing resource assignment and scheduling in alignment with project schedule;
- iv. Set up of project documentation and timelines in collaboration with designated Customer SPOC;
- v. Identifying, communicating and mitigating project risks and issues;
- vi. Alignment of scope of services with customer expectations during kickoff.
- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- ix. Completing scoped migration and go live support; and
- x. Performing closure procedures at the conclusion of project activities.

2. Maverick Networks, Inc. Planning and Design

2.1. Maverick Networks, Inc. Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review – Maverick Networks, Inc. will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer. The Maverick Networks, Inc. PM will partner with the Customer to schedule discovery to define, capture, record, and review the existing Customer environment. The location(s) and number of users involved in the Planning and Design process are set forth in Appendix A.

The Maverick Networks, Inc. Consultant will review the completed BRD form with the Customer to clarify any design questions and recommend best practices prior to execution of final deliverable. The fully reviewed BRD is signed off by Customer’s Project Manager and Maverick Networks, Inc.’s Project Manager prior to moving to deployment.

- i. Any changes to the fully executed BRD will require an executed Change Order and may incur additional fees.
- ii. Data captured may include, but is not limited to, the following:
 - a. Customer Site Information;
 - b. User Upload;
 - c. Data collection for End-User and Administrator Training;
 - d. Porting data; Call flow(s);
 - e. Roles and Permissions;
 - f. Delivery Overview;
 - g. Go-Live Readiness Report Card;
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2 Network Readiness Assessment – Maverick Networks, Inc. will review existing infrastructure prior to implementation to assure proper bandwidth at all facilities.

3. Maverick Networks, Inc. Build

3.1. Maverick Networks, Inc. User Interface (“UI”) Build Out

- i. Maverick Networks, Inc. will remotely configure the user interfaces in the system (“UI Build Out”) based on the specifications agreed to between the parties in the BRD.
- ii. The UI Build Out will include the features and applications listed in this Section, for up to the number of Users, and the locations set forth in Appendix B.
- iii. Additional Users and locations not listed in Appendix B are subject to additional fees via executed Change Order
- iv. The UI Build Out will include:
 - a. Core Office scripting and UI administration

- b. Users – This portion of the UI Build Out includes the following:
 - Extension Number;
 - First Name;
 - Last name;
 - Email address; and
 - E911 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by Maverick Networks, Inc. Personnel that the UI Build Out is complete)
- c. Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the Call Flows for the routing of calls during business hours including:
 1. Setup of Auto Receptionist features;
 2. Routing and/or IVR menu creation; and
 3. Advanced Rules setup needed for routing menus
 - Configuration of the Call Flows for the routing of calls after business hours, including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
- d. Call Routing - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.

4. Maverick Networks, Inc. Delivery Services

4.1. Onsite Delivery and Go Live Services

- i. Maverick Networks, Inc. Professional Services will provide a resource for on-site delivery services to complete the following:
 - a. Provide technical resources for testing, staging, and deployment of Maverick Networks, Inc. phones for digital lines in the locations listed in Appendix B (“Sites”)
 - b. Complete user validation via active floor walk, ride along, or shadowing sessions
 - c. On-site training and go-live services to complete end user training sessions
 - Curriculum for training services is based on user profiles defined in the executed BRD (see section 2)
 - d. Document open issues in action log;
 - e. Transition into support services;
 - f. Perform closure procedures at the conclusion of project activities
- ii. Customer responsibilities:
 - a. Customer is responsible for decommission and disposal of any legacy equipment
 - b. Provide workspace for Maverick Networks, Inc. on-site personnel

5. Maverick Networks, Inc. Training Services

5.1. Admin Training – Maverick Networks, Inc. Professional Services will provide resources to complete the following:

- i. Sessions cover the following:
 - a. Building, activating, disabling and deleting users;
 - b. Managing user settings with role, templates, and User groups (if applicable);
 - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;

- d. Managing phones and numbers including assisted provisioning;
- e. Call flow management;
- f. Reports and call logs; and
- g. Familiarization with Support/Training/Help resources
- ii. Session recordings are included at no additional cost
- iii. Online, self-service admin training included at no additional cost via web portal.
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom admin training, documentation, and videos available at an additional cost via executed Change Order
- v. Additional admin sessions are available to the customer via Change Request at an additional charge
- vi. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order

5.2. End User Training - Maverick Networks, Inc. Professional Services will provide resources to complete the following:

- i. One-hour training sessions:
 - a. Standard End User
 - b. Train the Trainer (Standard End User)
 - c. Exec Assistant/Front Desk
 - d. Remote User
- ii. Remote session recordings included at no additional cost
- iii. Online, self-service end user training included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom end user training, documentation, and videos available at an additional cost via change request
- v. Additional end user sessions are available to the customer via Change Request at an additional charge

6. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure;
- ii. The customers cabling infrastructure;
- iii. Network minimum requirements for Maverick Networks, Inc. as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
- iv. Configuration and software installation on customer PCs;
- v. Decommission and disposal of any legacy equipment;
- vi. Provide workspace for Maverick Networks, Inc. on-site personnel (as scoped);
- vii. Overhead paging;
- viii. Postage Machines;
- ix. Credit Card or Point of Sale (POS) Machines;
- x. Door buzzer or Automatic Door Controller;
- xi. Third party SIP phones;
- xii. Headsets;
- xiii. Analog Devices.

7. **Customer's Telephone Number Porting** –The Customer is responsible for authorizing the telephone number porting by Maverick Networks, Inc. Maverick Networks, Inc. shall provide guidance on porting data collection, and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. Customer and Maverick Networks, Inc. agree that Maverick Networks, Inc. is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.
- i. Notwithstanding the above, the Maverick Networks, Inc. Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
 - ii. The Maverick Networks, Inc. Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - a. Any additional port rejections will be the responsibility of the Customer;
 - b. Customer shall provide Maverick Networks, Inc. all appropriate Letters of Authorization (“LOA”s), billing information, and authorized signer for each location;
 - c. Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers;
8. **Delays and Changes**- Changes to this SOW shall be made only in a mutually executed written change order between Maverick Networks, Inc. and Customer (a “**Change Order**,”) a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.
9. **Project Phasing**. - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“Project Phases”). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this Maverick Networks, Inc. Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

Maverick Networks, Inc.

City of South Pasadena

Maverick Networks, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MNI Professional Services
Statement of Work for Professional Services
Appendix A
Planning and Design Location**

Planning and Design Location Address(s):	Up to # of Users
Remote & Onsite	200

**Maverick Networks, Inc. Professional
Services Statement of Work for Professional
Services Appendix B**

Site	Facility Name	Address	Number of Users
1	City Hall	1414 Mission St.	TBD
2	Police Department	1422 Mission St.	TBD
3	Fire Department	817 Mound Ave.	TBD
4	Public Works/Water Operations	416 E. Garfield Ave.	TBD
5	Library	1100 Oxley St.	TBD
6	Community Services	815 Mission St.	TBD
7	Senior Citizen Center	1102 Oxley St.	TBD
8	City Yard	825 Mission St.	TBD

**MNI Professional Services
Statement of Work for Professional Services
Appendix C**

Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the “**PS Agreement**”) by and between Customer and Maverick Networks, Inc. with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work (“**SOW**”) indicated below as modified by this Change Request.

Effective Date of PS Agreement:	Effective Date of SOW:		
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:

Customer Address:

Specific Details Explaining the Change:

Change 1

<u>Quantity:</u>	<u>Description:</u>	<u>Professional Services Cost:</u>
Change Order Total:		

Impact on Project Timeline and Scheduled Delivery Date:

Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the “**Effective Date**”).

Customer

Maverick Networks, Inc.

By:

By:

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 2
Agreement with RingCentral

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INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“RingCentral”) and City of South Pasadena (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “Agreement”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office”, whether in terms of service, advertising or product descriptions, mean “RingCentral MVP”.

Customer

City of South Pasadena

1414 Mission St.
South Pasadena, CA 910360
United States

Luis Frausto
(626) 403-7230
lfrausto@southpasadenaca.gov

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: June 30, 2023

Initial Term: 60 Months

Renewal Term: 36 Months

Payment Schedule: Annual

RingCentral MVP Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	200	\$198.00	\$39,600.00
DigitalLine Unlimited Advanced		\$144.00	
Compliance and Administrative Cost Recovery Fee		\$42.00	
e911 Service Fee		\$12.00	
Additional Local Number	300	\$12.01	\$3,603.00
Annual Recurring Services*			\$43,203.00

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink T46U Ultra-elegant Gigabit IP Phone	190	\$0.00	\$0.00
Yealink CP925 - Touch-Sensitive IP Conference Phone	10	\$0.00	\$0.00
One-Time Total			\$0.00
Total Initial Amount			\$43,203.00

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer agrees to provide RingCentral upon request, with a case study, press release/activity, blog post, written recommendation, video testimonial, public speaking opportunity or other similar public marketing activity which RingCentral is free to use in its reasonable discretion for marketing purposes.

Free Services Credit

Customer will be entitled to receive a one-time credit in the amount of 19,491.25 US Dollars. This credit will be applied against charges for recurring Services set forth in this Order Form, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer for the recurring Services included in this Order Form until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, seats, licenses, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and any unused amount will expire immediately upon termination of your Order Form.

Special Terms & Notes

Non-Standard Terms

- 1) Applicable Agreement. This Order Form is subject to the terms and conditions specified in the RingCentral Master Services Agreement (MSA) incorporated into the Region 4 Education Service Center (ESC) Contract # R200902 for Unified Communications as a Service (UCaaS) with RingCentral Inc. Effective: October 1, 2020 at its Appendix B, found at: <https://public.omniapartners.com/suppliers/ringcentral/contract-documentation#c38627>, and administered by OMNIA Partners for Region 4 ESC.
- 2) A separately executed MSA is NOT required between the OMNIA Partners Participant and RingCentral. The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:
 - Exhibit A – Definitions
 - Service Attachment A – RingCentral MVP (fka Office)
 - Service Attachment B – Professional Services Agreement
- 3) Contract Number R200902 must appear on:
 - a. RingCentral quotations to the OMNIA Partners Participant;
 - b. The OMNIA Partners Participant's Purchase Order; and
 - c. The RingCentral invoice.
- 4) Venue and Choice of Law is California.


5) Renewal: Contract R200902 expires on 09-30-2023. Subscription renewal(s) must occur ON OR BEFORE 09-30-2023 otherwise the renewal will not be valid. OMNIA Partners Participant acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the OMNIA Partners Participant's loss of RingCentral furnished Services resulting from a disruption of Service because of a non-renewal of the Subscription, including but not limited to losing assigned phone numbers, inability to make or receive calls or facsimiles, and lack of access to emergency calling services.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer
City of South Pasadena

RingCentral
RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By:  _____
Name: Rich O'Dea
Title: VP, Enterprise Sales
Date: _____

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City Council Agenda Report

ITEM NO. 21

DATE: July 19, 2023

FROM: Arminé Chaparyan, City Manager *DXM tw ac*

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **Approve the Third Amendment to the Contract with Right of Way, Inc. to Extend the Contract Term to January 31, 2024 and Increase the Total Not to Exceed Amount to \$115,000**

Recommendation

It is recommended that the City Council:

1. Approve the Third Amendment to the contract with Right of Way, Inc. to extend the term to January 31, 2024 and increase the maximum compensation by \$15,000, for a new not to exceed amount of \$115,000; and
2. Appropriate \$15,000 from Measure M Fund 236 into Public Works Measure M Contract Services Account No. 236-6010-6011-8180-000 for the rental of the K-rail equipment; and
3. Authorize the City Manager to execute the amendment.

Background

On August 19, 2020, the City Council authorized staff to facilitate the installation of concrete K-rail barriers along sections of Mission Street between Fair Oaks Avenue and Meridian Avenue. Accordingly, the City Council approved an on-call contract with Right of Way, Inc. (ROW) to provide the necessary K-rail barriers on an as needed basis. The contract terminates on August 19, 2023.

The K-rails are placed in parking spots along sidewalks to support businesses' use of these locations for approved outdoor purposes, such as outdoor dining. As such, several businesses have set up wooden platform parklets inside the K-rails. The future configuration of parklets and K-rails is currently being planned through the City's Slow Streets Program, however, the contract extension with ROW is necessary to retain the K-rails in place while the Slow Street Program roadway modification design work is completed, which is currently underway.

The Slow Streets Program is intended to provide space for residents to safely walk and ride, and to support local business use of outdoor space for dining or other purposes. This is accomplished by installing temporary program equipment along streets in the form of temporary striping, curb extensions using reflective delineators, and bicycle lanes

where feasible, using short-term paint/tape and signs. Temporary parklet structures are added to create usable street space, and other placemaking elements like furniture, plants, and art pieces are also incorporated. In 2021, Public Works completed the pre-design outreach and prepared preliminary drawings illustrating the striping, curb extensions, parking and parklet layouts and dimensions to properly install program equipment and demonstration improvements along Mission Street and several residential roadways. Public Works began working with the consultant again in Spring 2023 to complete the design and outreach effort that proceeds the equipment installation on Mission Street.

Analysis

As stated above, the proposed Third Amendment will allow the City to retain the K-rails in place while the Slow Street Program roadway modification design work is completed. The Third Amendment will extend the term of the agreement to January 31, 2024 as well as provide an increase to the compensation for extending the use of the concrete barriers in the amount of \$15,000.

Fiscal Impact

Extending the concrete barriers through January 31, 2024 will cost approximately \$15,000. Of the \$100,000 presently appropriated to the ROW K-rail rental purchase order, \$89,259.23 has been expended as of June 30, 2023. Staff is recommending the Council appropriate \$15,000 from Measure M Fund 236 into Public Works Measure M Contract Services Account No. 236-6010-6011-8180-000 for the rental of the K-rail equipment.

Public Notification of Agenda Item

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

Attachments

1. Proposed Third Amendment with Right of Way, Inc.
2. First and Second Amendments with Right of Way, Inc.
3. Master On-Call Services Agreement with Right of Way, Inc.

ATTACHMENT 1

Proposed Third Amendment to Agreement with
Right of Way, Inc.

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THIRD AMENDMENT TO AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made on this 19th day of July 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and RIGHT OF WAY, INC. (“CONTRACTOR”).

RECITALS

WHEREAS, on August 19, 2020, the City Council approved an on-call contract with Right of Way, Inc., to provide concrete barriers for parking closures as part of the Al Fresco Dining and Retail Pilot Program on an as-needed basis; and

WHEREAS, on August 18, 2021, the City Council approved the first amendment to the on-call contract with Right of Way, Inc., to extend the contract to August 19, 2022 and establish month-to-month unit costs for equipment and other services; and

WHEREAS, on August 17, 2022, the City Council approved the second amendment to the on-call contract with Right of Way, Inc., to extend the contract to August 19, 2023 and establish month-to-month unit costs for equipment and other services; and

WHEREAS, the Contractor has deployed barriers in conformity with the Agreement and the City desires to continue use of those barriers; and

WHEREAS, the City and Contractor desire to extend the contract term to January 31, 2024 and increase the compensation for the extended use of the barriers;

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

1. PARAGRAPH 3.5 “Maximum Amount” is amended to read as follows: The total amount of compensation and costs payable to Consultant by the City under this Agreement is One-Hundred and Fifteen Thousand (\$15,000), which is comprised of Fifty Thousand (\$50,000) for the original Scope of Services; Twenty-Five Thousand (\$25,000) for the first extension of the contract term, (\$25,000) for the second extension of the contract term, and Fifteen Thousand (\$15,000) for this third extension of the contract term.
2. PARAGRAPH 3.7 “Termination Date” is amended to read: January 31, 2024, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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

“City”
City of South Pasadena

“Contractor”
Right of Way, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

ATTACHMENT 2

First and Second Amendments to
Agreement with Right of Way, Inc.

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FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 18th day of August, 2021 by and between the CITY OF SOUTH PASADENA (“City”) and Right of Way, Inc. (“Consultant”).

RECITALS

WHEREAS, on August 19, 2020, the City Council approved an on-call contract with Right of Way, Inc., to provide concrete barriers for parking closures as part of the Al Fresco Dining and Retail Pilot Program on an as-needed basis; and

WHEREAS, the Term of the Agreement is through August 19, 2021, with the option to extend upon written agreement of the parties; and

WHEREAS, the Consultant has deployed barriers in conformity with the Agreement and the City desires to continue use of those barriers; and

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

WHEREAS, the City and Consultant desire to extend the contract term by 12 months.

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

1. PARAGRAPH 3.1 “Scope of Services” is amended by adding an additional Scope of Services as set forth in Exhibit 1, attached and incorporated by this Amendment.
2. PARAGRAPH 3.5 “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 Seventy-Five Thousand (\$75,000), which is comprised of Fifty Thousand (\$50,000) for the original Scope of Services; and Twenty-Five Thousand (\$25,000) to extend the contract term.
3. PARAGRAPH 3.7 “Termination Date” is amended to read: August 19, 2022, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”

City of South Pasadena

By: DocuSigned by:
Armine Chaparyan
B6F80358A0F24D7...
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 9/30/2021

“Consultant”

Right of Way, Inc.

By: [Signature]
Signature

Printed: Steven J. Osborn

Title: V.P.

Date: 8-18-21

Attest:

By: DocuSigned by:
Christina Muñoz
BDCE537AC2E8433...
Christina Muñoz

Acting Deputy City Clerk

Date: 9/30/2021

Approved

By: DocuSigned by:
Andrew Jared
0E98AF29902B451...
Andrew Jared, City Attorney

Date: 9/28/2021

Exhibit 1
Scope of Services

Up to an additional 12 months of traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month-to-month basis, on a unit cost basis. The below table of unit costs will replace the table that was included in the original contract.

<u>Item</u>	<u>Unit Cost</u>
20ft K-rail (first month)	\$85.00
20ft K-rail (each additional month)	\$44.50
10ft K-rail (first month)	\$62.00
10ft K-rail (each additional month)	\$25.00
5ft K-rail (first month)	\$62.00
5ft K-rail (each additional month)	\$25.00
Crane and rigging fee (based on 8 hours)	\$2,472.00
Crane and rigging fee over time (based on 4 hours)	\$1,820.23
Freight and trucking fee	\$805.00
Traffic control, install and removal (based on 8 hours)	\$1,800.00
Traffic control, install and removal over time (based on 4 hours)	\$450.00

**SECOND AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS AMENDMENT ("Amendment") is made on this 17th day of August 2022, by and between the CITY OF SOUTH PASADENA ("CITY") and RIGHT OF WAY, INC. ("CONTRACTOR").

RECITALS

WHEREAS, on August 19, 2020, the City Council approved an on-call contract with Right of Way, Inc., to provide concrete barriers for parking closures as part of the Al Fresco Dining and Retail Pilot Program on an as-needed basis; and

WHEREAS, on August 18, 2021, the City Council approved the first amendment to the on-call contract with Right of Way, Inc., to extend the contract to August 19, 2022 and establish month-to-month unit costs for equipment and other services; and

WHEREAS, the Term of the amended Agreement is through August 19, 2022, with the option to extend upon written agreement of the parties; and

WHEREAS, the Contractor has deployed barriers in conformity with the Agreement and the City desires to continue use of those barriers; and

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

WHEREAS, the City and Contractor desire to extend the contract term to August 19, 2023.

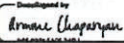
NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

1. PARAGRAPH 3.5 "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 One-Hundred Thousand (\$100,000), which is comprised of Fifty Thousand (\$50,000) for the original Scope of Services; Twenty-Five Thousand (\$25,000) for the first extension of the contract term, and Twenty-Five Thousand (\$25,000) for this second extension of the contract term.

- 2. PARAGRAPH 3.7 "Termination Date" is amended to read: August 19, 2023, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.
- 3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

"City"
City of South Pasadena

"Contractor"
Right of Way, Inc.

By: 
Signature

By: 
Signature

Printed: Arminé Chaparyan

Printed: Matt Coumans

Title: City Manager

Title: General Manager

Date: 2/27/2023

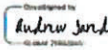
Date: 1/26/2023

Attest:

By: 
Mark Perez,
Deputy City Clerk

Date: 3/1/2023

Approved as to form:

By: 
Andrew L. Jared, City Attorney

Date: 2/8/2023

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ATTACHMENT 3

Master On-Call Services Agreement with Right of Way, Inc.

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**MASTER ON-CALL SERVICES AGREEMENT
Providing Payment of Prevailing Wages**

(City of South Pasadena / Right of Way, Inc.)

1. IDENTIFICATION

This MASTER ON-CALL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Right of Way, Inc. (“Contractor”).

2. RECITALS

- 2.1. City has determined that it requires the following services from a contractor for traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month to month basis.
- 2.2. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor 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. This Agreement has been awarded to the lowest responsive and responsible bidder, on the basis of an objective fee schedule proposal for on-call services. The City has set the basis for the rate, in specific physical units. Contractor’s proposed rate including materials, labor, and all related costs, attached hereto as Exhibit B and incorporated herein by reference, is the fee schedule and basis for any Task Orders issued pursuant to this Agreement.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such services as are set forth in Contractor’s August 12, 2020 proposal to City attached hereto as Exhibit A, as well as any executed Task Orders attached as Exhibits which shall be incorporated herein by reference.
- 3.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Contractor’s fee schedule to City attached as Exhibit B and incorporated herein by this reference. Compensation shall be tied to a volumetric or otherwise objective measure of work which shall include labor costs without a separate hourly rate. For example, for paving work, the fee schedule shall be in terms of cubic feet of paving material. Labor costs

shall be included in all fee estimates and Contractor shall not separately charge for labor.

- 3.3. “City Reference Specifications”: The City’s set of Reference Specifications, including the State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans, which are incorporated herein by this reference and are hereby accepted as Reference Specifications. These specifications shall provide the technical standards for work as applicable, in the opinion of the Director of Public Works. Copies are available online, or at City Hall. To the extent any provisions in this Agreement or the Scope of Services are inconsistent with the City Reference Specifications, this Agreement’s terms shall prevail.
- 3.4. “Agreement Administrator”: The Agreement Administrator for this project is Joanna Hankamer, Director of Planning and Community Development. 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 Contractor.
- 3.5. “Maximum Amount”: The total amount of compensation for work performed under this Agreement shall be Fifty Thousand Dollars (\$50,000).
- 3.6. “Commencement Date”: August 19, 2020.
- 3.7. “Termination Date”: August 19, 2021

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. Contractor 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

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 be attached to this Agreement as a sequentially-identified Exhibit and

thereby incorporated by reference. Contractor shall only perform services under this Agreement pursuant to a Task Order approved and executed by the City.

6. CONTRACTOR'S DUTIES

- 6.1. **Services.** Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.4. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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.).
- 6.5. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Matt Coumans shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 6.6. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 9 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 6.7. **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. If Contractor fails to complete such services to the satisfaction of City within the designated time period, Contractor agrees to forfeit and pay City the amount of fifty

dollars (\$50.00) per day for each and every day of unauthorized delay beyond the designated time period, which shall be deducted from any monies due Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the Task Order, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.

- 6.8. **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.
- 6.9. **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.
- 6.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.11. **Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 6.12. **Records.** Contractor 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 Contractor 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 AND ASSIGNMENT

- 7.1. **General Prohibition of Assignment.** This Agreement covers construction services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. **Contractor Responsible.** Contractor 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. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the fees identified in the Task Order and in accordance with Exhibit B to this Agreement in full satisfaction for such services. Compensation shall not exceed the fees identified in Exhibit B to this Agreement, nor shall the total amount of compensation under this Agreement exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement and authorized in the Task Order.

- 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.** Contractor shall submit to City an invoice within 30 days of completion of each Task Order. Each invoice shall identify the Task Order amount as well as the total amount paid to the Contractor under prior Task Orders and invoices.
- 8.4. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.
- 8.6. **Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed beyond that identified in a 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. Contractor 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.

9. LABOR CODE

- 9.1. **Prevailing Wage Law.** This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 9.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 9.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or

portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

- 9.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 9.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 9.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- 9.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

10. PUBLIC CONTRACT CODE.

- 10.1. **Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 10.2. **Public Works Claims Less Than \$375,000.** To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 10.3. **Ineligible Subcontractor(s).** This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code 1777.1 or Labor Code 1777.7.
- 10.4. **Assignment of Actions.** Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Contractor 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. Contractor 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 Contractor.

12. RELATIONSHIP OF PARTIES

- 12.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 12.2. **No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 12.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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.
- 12.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.

13. INDEMNIFICATION

- 13.1. **Definitions.** For purposes of this Section 12, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 13.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.

- 13.3. **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. Contractor 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.
- 13.4. **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. Contractor 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.
- 13.5. **Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 13.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 13.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 13.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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.

14. INSURANCE

- 14.1. **Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 14.2. **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 Contractor's obligation to provide them. Contractor 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: Al Fresco Dining and Retail Pilot Program Traffic Managment
- 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - 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

14.4. **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.

- 14.5. **Worker's Compensation Insurance.** Contractor 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 Contractor 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.
- 14.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 14.7. **Professional Liability Insurance.** 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. If such work is not included in the Scope of Services, or required by the Task Order, Professional Liability Insurance shall not be required.
- 14.8. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 14.9. **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 for Professional Liability if required, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 14.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

- 14.11. **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. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor 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: Planning and Community Development Department, South Pasadena, CA 95945.
- 14.12. **Contractor's Insurance Primary.** The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.
- 14.13. **Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 14.14. **Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.
- 14.15. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 14.16. **Duty to Defend and Indemnify.** Contractor'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.

15. MUTUAL COOPERATION

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

16. 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 Contractor’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

Joanna Hankamer
 City of South Pasadena
 Planning and Community Development
 Department
 1414 Mission Street
 South Pasadena, CA 91030
 Telephone: (626) 403-7240
 Facsimile: (626) 403-7241

Matt Coumans
 Right of Way, Inc.
 150 East Arrow Highway
 San Dimas, CA 91773
 Telephone: (626) 930-9292
 Facsimile: (626) 930-9220

With courtesy copy to:

Teresa L. Highsmith, Esq.
 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

17. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.12 (Records), paragraph 12.4 (Indemnification of CalPERS Determination), Section 13 (Indemnification), paragraph 14.8 (Claims-Made Policies), paragraph 15.2 (Contractor Cooperation in Defense of Claims), and paragraph 20.1 (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.

18. TERMINATION

- 18.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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.
- 18.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 18.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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.
- 18.4. **Remedies.** City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

19. INTERPRETATION OF AGREEMENT

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

- 19.3. **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.
- 19.4. **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).
- 19.5. **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.
- 19.6. **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.

20. GENERAL PROVISIONS

- 20.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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.
- 20.2. **Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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.

- 20.3. **Non-assignment.** Contractor 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 Contractor.
- 20.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 20.5. **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.
- 20.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 20.7. **Non-Discrimination.** Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 20.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.
- 20.9. **Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 20.10. **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.

20.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

20.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor 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

DocuSigned by:
By: Stephanie DeWolfe
C4433931F72E445...
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 9/10/2020

"Consultant"

Right of Way, Inc.

By: Matt Coumans
Signature

Printed: Matt Coumans

Title: General Manager

Date: 09/09/2020

Attest:

DocuSigned by:
By: Evelyn G. Zneimer
340B60F46F964F0...
Evelyn G. Zneimer, City Clerk

Date: 9/10/2020

Approved as to form:

By: Teresa L. Highsmith
Teresa L. Highsmith, City Attorney

Date: 9-10-2020

EXHIBIT A and B Scope of Work and Budget



Right of Way, Inc.

150 E. Arrow Hwy.
San Dimas, CA 91773

Phone : 626-930-9292 Fax : 626-930-9220

Estimate

Date	Estimate #
8/12/2020	29496

Billing Address: South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030
--

Customer Contact: South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030 Email: mlin@southpasadenaca.gov
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	Map Page	Rep	P.O. No.
Description	Qty	Rate	Total
Project Location: City of South Pasadena - Diamond Avenue Between Mission Street and El Centro Street - El Centro Street Between Glendon Way and Meridian Avenue - Mission Street Between Meridian Avenue and Fairview Avenue - Mission Street Between Fair Oaks Avenue and Mound Avenue Project Description: Al Fresco Dining and Retail Program - K-Rail Rental with Placement and Removal Fees			0.00
Crash Cushion-Attenuator Terminal - (Optional Cost) *	0	600.00	0.00
20ft Concrete K-Rails - (First Month)	44	85.00	3,740.00
20ft Concrete K-Rails - (Each Additional Month)	44	44.50	1,958.00
10ft Concrete K-Rails - (First Month)	3	62.00	186.00
10ft Concrete K-Rails - (Each Additional Month)	3	40.00	120.00
Crane and Rigging Fees, Install and Removal - (Based on 8 Hours) **	2	2,300.00	4,600.00
Freight and Trucking Fees - (Move-In/Move-Out) *	16	805.00	12,880.00
Traffic Control, Install and Removal - (Based on 8 Hours) **	2	1,850.00	3,700.00
*Prices are estimated and subject to change			Subtotal
			Sales Tax (9.0%)
			Total



Right of Way, Inc.
 150 E. Arrow Hwy.
 San Dimas, CA 91773

Phone : 626-930-9292 Fax : 626-930-9220

Estimate

Date	Estimate #
8/12/2020	29496

Billing Address:
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030

Customer Contact:
South Pasadena Management Department Attn: Margaret Lin 1414 Mission Street South Pasadena, CA 91030 Email: mlin@southpasadenaca.gov

Description	Qty	Rate	Map Page	Rep	P.O. No.
				Matr	
** Traffic Control Overtime Rate Consist of The Regular Pay and One Half ** ** All Traffic Control Labor for Sunday or That Exceeding 12 Hours or More Will Be Billed at Double The Regular Wages ** * Note: Please allow a minimum of (5-7) business days prior to this project, for scheduling, permit process and or sign orders. This project may require coordination with MTA, night work and noise variance approvals, fees and processing time may vary. The Various City's May Require Additional Site Maintenance and or Security. Estimate Excludes After Hours Site Maintenance Services, Please Call for Rates. All permits and drawings are subject to change and City approval. All project/site changes may effect rates. Any damaged or lost equipment will be billed to lessee/contractor at replacement value. Additional move in fees may vary pending labor requirements. Labor & Permit Rates for Saturday, Sunday and or Holidays may vary. ACCEPTANCE OF PROPOSAL: Right of Way Inc. is hereby authorized to perform the services described in the above proposal for which the undersigned agrees to pay the amount stated in said proposal, and according to the terms therefore. Date: _____ Print Authorized Agent / Title: _____ Signature: _____ Project / Job No _____ Purchase Order No. _____ Contract No. _____ ** This proposal is valid for 60 days from the bid date above **					0.00
*Prices are estimated and subject to change			Subtotal		\$27,184.00
			Sales Tax (9.0%)		\$0.00
			Total		\$27,184.00

EXHIBIT C

**TASK ORDER NO. 1
TO MASTER PROFESSIONAL SERVICES AGREEMENT (2015)**

This Task Order No. 1 ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Contractor] ("Contractor").

RECITAL

- A. City and Contractor entered into an agreement entitled Master On-Call Services Agreement ("Agreement") by which the Contractor agreed to perform traffic control 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.** Contractor shall perform the following services in accordance with the terms and conditions of the Agreement:

Traffic control services for the Al Fresco Dining and Retail Pilot Program, including management plans, installation, and removal of the necessary traffic control management devices on a month to month basis.

- 3. **PAYMENT.** For services performed by Contractor in accordance with this Task Order, City will compensate Contractor in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached thereto as Exhibit B and incorporated herein by reference. The total cost of this project is to be no more than \$50,000.00, as estimated based on the Approved Fee Schedule.
- 4. **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 Contractor and the City.

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

CITY OF SOUTH PASADENA

CONTRACTOR

Stephanie DeWolfe

Matt Coumans

By: Stephanie DeWolfe

By: Matt Coumans

Title: City Manager

Title: General Manager

Date: 09/10/2020

Date: 09/09/2020

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City Council Agenda Report

ITEM NO. 22

DATE: July 19, 2023

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

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

SUBJECT: **Approval of a Task Order with AGA Engineers, Inc. for a Traffic Safety Assessment of Marengo Avenue**

Recommendation

It is recommended that the City Council:

1. Approve the Task Order with AGA Engineers, Inc. for a traffic safety assessment in the amount of \$43,900; and
2. Authorize the expenditure from the City's Public Works Measure R Professional Services Account No. 233-6010-6011-8170-000; and
3. Authorize the City Manager to execute the Task Order and any related documents.

Executive Summary

This is a task order under a Master Professional Services Agreement with AGA Engineers, Inc. to provide traffic data collection, analysis, and recommendations for the City's Marengo Avenue corridor.

Background

The City Council and the Mobility and Transportation Infrastructure Commission (MTIC) have received many public comments and concerns related to vehicular traffic, speeding, and drivers ignoring traffic signage along Marengo Avenue. The City's Public Works and Public Safety staff have engaged with the residents along Marengo Avenue, and have developed a scope of work with the assistance of a traffic engineering consultant, to study and assess the traffic conditions along the street. The scope was developed after hearing residents' concerns and conferring with the MTIC during a regular commission meeting.

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, including AGA Engineers, Inc. (AGA) for traffic/transportation engineering services. AGA is well qualified to complete the scope of work required. AGA's scope of work, under this task order, includes:

- a ten-year assessment of historic traffic collision data
- traffic count and speed data collection and analysis

- an evaluation of intersection stop compliance
- a corridor field analysis
- an assessment of the Marengo Avenue & Alhambra Road crosswalks
- turning movement counts at Marengo Avenue & Alhambra Road
- a concept plan for traffic median diverters along Marengo Avenue
- recommendations and a report that address vehicular speeding and safety along the Marengo Avenue corridor

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. The AGA Master Services Agreement requires that Task Orders over \$25,000 be approved by the Council.

Fiscal Impact

Adequate funding of \$39,030.00 for this task order is available in the FY 2023-24 adopted budget for Public Works Measure R Professional Services Account No. 233-6010-6011-8170-000.

Key Performance Indicators and Strategic Plan

This item is associated with Strategic Plan priority "4g" Traffic Management and implementation of neighborhood traffic management.

Commission Review and Recommendation

This proposed work has been discussed with the Mobility and Transportation Infrastructure Commission during several meetings.

Attachment

Task Order and Executed Master On-Call Professional Services Agreement with AGA Engineers, Inc.

ATTACHMENT

Task Order and Executed Master On-Call Professional
Services Agreement with AGA Engineers, Inc.

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TASK ORDER NO. **VENDORID-001**

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-110)

This Task Order No. **VENDORID-001** (“Task Order”) is made and entered into on **July 19, 2023** by and between the City of South Pasadena, a municipal corporation (“City”), and **AGA Engineers, Inc.** (“Consultant”).

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **January 17, 2023** by which the Consultant agreed to perform **Traffic/Transportation Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

Marengo Avenue Safety Assessment

Conduct a comprehensive traffic safety review along the Marengo Avenue corridor from Mission Street to Alhambra Road, to determine if there are high collision areas and/or locations where speeding is of concern and create a list of recommended traffic safety mitigation measures to reduce future collisions and/or speeding. Consultant will utilize the available traffic collision records and evaluate the most recent ten-year period. Consultant will evaluate the locations of the collisions, types of collisions and primary collision factors. Special attention will be focused on fatal and severe injury collisions and those involving pedestrians and bicyclists. Consultant will also conduct 24-hour machine tube counts at selected areas of the corridor along with speed data at each location. The traffic counts will be conducted on two consecutive weekdays (non-holidays). The data will then be processed to evaluate the peak traffic demand and analyze vehicles speeds by time of day. A stop compliance survey will also be conducted at seven stop control intersections on the corridor to assess how many motorists stop, conduct rolling stops and do not stop at all.

Task 001 – Conduct Field Review and Data Assessment:

- a. Conduct 24-hour traffic counts and speed data for two consecutive weekdays.
 - Marengo Avenue south of Oxley Street
 - Marengo Avenue north of Lyndon Street
 - Marengo Avenue south of Laurel Street
 - Marengo Avenue between Huntington Drive and Maple Street
 - Marengo Avenue between Maple Street and Alhambra Road

The speed data outside of the school and commuter peak hours will also be assessed.

- b. Conduct turning movement counts (one weekday and one Saturday, 12-hours each) at Marengo Avenue at Alhambra Road to determine the number of pedestrians crossing and the number of vehicles.
- c. Conduct a stop compliance survey (one-day, 24-hour) at seven intersections along Marengo Avenue to evaluate if motorists are either conducting full stops, rolling stops or not stopping at all. The seven intersections to be studied are as follows:
 - Marengo Avenue/Monterey Road (north/south approaches)
 - Marengo Avenue/Oak Street (north/south approaches)
 - Marengo Avenue/Bank Street (north/south approaches)
 - Marengo Avenue/Laurel Street (north/south approaches)
 - Marengo Avenue/Spruce Street (north/south approaches)
 - Marengo Avenue/Maple Street (north/south approaches)
 - Marengo Avenue/Alhambra Road (north/south approaches)
- d. Evaluate the most recent ten-year collision data, traffic count, speed data and stop compliance surveys:
 - Check collision types and primary collision factors.
 - Determine if there are any specific collision patterns and areas of concern.
 - Evaluate and chart the traffic demand based on the 24-hour traffic counts.
 - Determine when and where high speeds occur (if any). Chart the speed data by time-of day.
 - Evaluate the stop compliance surveys and chart the data by time-of-day.
- e. Coordinate with City staff on known concerns along the corridor.
- f. Conduct field review of the corridor.
- g. Evaluate Marengo Avenue at Alhambra Road for additional crosswalks and/or pedestrian visibility enhancements. Consultant will provide recommendations related to a Suggested Routes to School program and/or other key factors related to the number of crosswalks at this intersection.

Task 002 – Recommendations / Report:

- a. Based on a review of collisions, traffic counts, speed data, stop compliance survey, field review and Consultant’s professional engineering judgement, Consultant will develop traffic improvements targeted to reduce collisions and/or speeding. The improvements may include changes to traffic controls, addition of speed feedback signs, changes in roadway geometrics, signing and/or striping, pedestrian visibility enhancements, changes to traffic signal operations, changes to safety lighting, and/or other changes to the physical environment or roadway including traffic island diverters

similar to the ones on Fletcher Avenue. Both short term and long term improvements will be considered along Marengo Avenue where applicable. If excessive speeding and/or “not stopping” are found to be prevalent, the time of day where the violations typically occur will be noted for City staff to notify the police department for enforcement.

- b. Provide a concept/template plan of a traffic island diverter for Marengo Avenue. Consultant will utilize the Institute of Transportation Engineers (ITE) / Federal Highway Administration (FHWA) guidelines and evaluate if there have been collisions for islands on Fletcher Avenue and will also specify the transition length (including red curb) required when installing these type of improvements.
- c. Evaluate the potential use of speed humps with three “humps” with spacing for emergency vehicles to drive through, given the emergency unit usage along Marengo Avenue that would normally disallow speed humps. Speed hump specifications will be provided to the City for review for potential City use. Consultant will review the City’s speed hump policy/guidelines.
- d. Provide a draft report summarizing all findings and recommendations for City review. Recommendations include sample/conceptual sketches of improvements and/or maps/figures of improvements along the corridor. Consultant will review and address City comments and provide a final report to the City.

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

Greg Wong, P.E.
Vice President
AGA Engineers, Inc.
211 Imperial Highway, Suite 208
Fullerton, CA 92835
Office: (714) 992-4592
Email: greg@agaengineersinc.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:

It is anticipated that a draft report can be completed within eight weeks from receiving the traffic count and speed data. Consultant will address City comments within two weeks and provide to the City the final report. All scope items listed in this task order shall be completed within 4 months from the execution of this task order.

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 **Thirty-Nine Thousand, and Thirty Dollars (\$39,030.00)**, based on the rates in the Approved Fee Schedule in the Master Agreement. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1 of 2: AGA Engineers, Inc. Tasks and Assigned Personnel with Hourly Rates (\$ / hr)					
Task	Vice President (Project Manager) \$250.00	Vice President (Design / Recommendations) \$250.00	Associate Engineer II \$110.00	Sub- consultants (See Table 2)	Task Fee
001.a & 001.b	4 hrs \$1,000.00	-	20 hrs \$2,200.00	\$1,000 + \$1,350	\$ 5,550.00
001.c	8 hrs \$2,000.00	-	20 hrs \$2,200.00	\$2,520	\$ 6,720.00
001.d	4 hrs \$1,000.00	4 hrs \$1,000.00	40 hrs \$4,400.00	-	\$ 6,400.00
001.e & 001.f	8 hrs \$2,000.00	8 hrs \$2,000.00	12 hrs \$1,320.00	-	\$ 5,320.00
001.g	4 hrs \$1,000.00	-	12 hrs \$1,320.00	-	\$ 2,320.00
002.a, 002.c, & 002.d	8 hrs \$2,000.00	8 hrs \$2,000.00	32 hrs \$3,520.00	-	\$ 7,520.00
002.b	4 hrs \$1,000.00	8 hrs \$2,000.00	20 hrs \$2,200.00	-	\$ 5,200.00
Total	40 hrs \$10,000.00	28 hrs \$7,000.00	156 hrs \$17,160.00	\$4,870.00	\$ 39,030.00

Table 2 of 2: Sub-Consultant Tasks and Assigned Personnel with Hourly Rates (\$ / hr)		
Task	Sub-consultant & Task Description	Subtotal
001.a	Transportation Studies, Inc. (TSI) Traffic Counts (24-hour, 2 days) and Speed Data (5 segments, 2 days) \$100.00 per machine x 10 qty \$1,000.00	\$1,000.00

Table 2 of 2: Sub-Consultant Tasks and Assigned Personnel with Hourly Rates (\$ / hr)		
001.b	AimTD, LLC Bike & Pedestrian Turning Movement Counts (12-hour, 2 days), \$225.00 each (4-hours) x 6 qty (2 days for 12 hours) \$1,350.00	\$1,350.00
001.c	AimTD, LLC Stop Compliance Count (24 hour, 1 day) \$360.00 each x 7 locations \$2,520.00	\$2,520.00
Total	\$4,870.00	\$4,870.00

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

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

“City”
City of South Pasadena

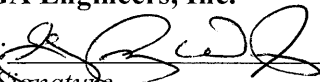
By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”
AGA Engineers, Inc.

By:  _____
Signature

Printed: GREG WONG

Title: VICE PRESIDENT

Date: 7/11/2023

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 / AGA Engineers, 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 **AGA Engineers, Inc.** (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

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

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. “Commencement Date”: **January 17, 2023.**
- 3.6. “Termination Date”: **June 30, 2025.**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

- 5.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and 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. **Greg Wong** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.
- 6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in

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

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

7. SUBCONTRACTING

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

8. COMPENSATION

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

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

9. PREVAILING WAGES

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

“maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

12. INDEMNIFICATION

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

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

13. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

14. MUTUAL COOPERATION

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

15. NOTICES

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

If to City

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

If to Consultant

Greg Wong, PE
AGA Engineers, Inc.
211 Imperial Highway, Suite 208
Fullerton, CA 92835
Telephone: (714) 992-4592

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: 2/13/2023

“Consultant”
AGA Engineers, Inc.

By: 
Signature

Printed: GREG WONG

Title: VICE PRESIDENT


Date: 1/19/2023

Attest:

By: 
Desiree Jimenez, CMC, Chief City Clerk

Date: 2/14/2023

Approved as to form:

By: 
Andrew Jared, City Attorney

Date: 2/10/2023

EXHIBIT A

“Scope of Services”

Consultant: AGA Engineers, Inc.

Sub-Consultants: AimTD, LLC; Transportation Studies, Inc.

Scope:

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.

EXHIBIT B*“Approved Fee Schedule”*

Schedule of Hourly Rates
 Effective June 1, 2021

President/Executive Vice President	\$ 275
Vice President	\$ 250
Director of Project Development	\$ 225
Principal Transportation Engineer/Principal Engineer	\$ 225
Senior Transportation Engineer	\$ 205
Senior Project Engineer/Project Manager	\$ 200
Senior Design Engineer/Senior Project Development Manager	\$ 195
Senior Project Engineer/Advanced System Integrator/Senior Associate	\$ 185
Transportation Engineer III	\$ 175
Transportation Engineer II	\$ 170
Senior System Integrator	\$ 165
Transportation Engineer I	\$ 165
Senior Signal Systems Specialist/Construction Inspector	\$ 155
Design Engineer/Signal Systems Specialist III	\$ 150
Associate Transportation Engineer III	\$ 140
Associate Transportation Engineer II/ Signal System Specialist II	\$ 135
Signal System Specialist I/Project Coordinator	\$ 125
Associate Transportation Engineer I	\$ 120
Associate Engineer III	\$ 115
Associate Engineer II/CADD Operator	\$ 110
Associate Engineer I	\$ 100
Assistant Engineer/Assistant Project Coordinator	\$ 100
Transportation Engineering Assistant	\$ 90
Engineering Aide III	\$ 80
Traffic Enumerator/Engineering Aide II	\$ 65
Engineering Aide I	\$ 50
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$ 1,000
Subconsultants will be billed at cost plus 20%	

AimTD, LLC**Rates**

751 S Weir Canyon Road
Suite 157-158
Anaheim, CA 92808

Phone (714) 253-7888
cs@aimtd.com
www.aimtd.com

Item	Rate
Video Delivery	\$ 8.00 each
24 Hour Video	\$ 130.00 each
Stop Compliance Survey	\$ 360.00 each
4 Hour Bike/Pedestrian Count	\$ 225.00 each
24 Hour Speed Survey	\$ 125.00 each

Transportation Studies, Inc.**Rates**

2640 Walnut Avenue
Suite L
Tustin, CA 92780

Phone (714) 508-3612
Fax (714) 508-3602

Item	Rate
Average Daily Traffic Volume (Bi-Directional)	\$ 61.00 per location
24 Hour Volume and Speed (Bi-Directional)	\$ 100.00 per machine
Approach 24 Hour Volume	\$ 244.00 per 4 leg \$ 183.00 per 3 leg
Intersection Turning Movements	\$ 57.00 per person hour
Radar Speed Surveys	\$ 55.00 per location
Axle Classification	\$ 100.00 per machine

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: GREG WONG

Title: VICE PRESIDENT

Date: 1/19/2023

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____



City Council Agenda Report

ITEM NO. 23

DATE: July 19, 2023

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

PREPARED BY: Alma Medina, Senior Management Analyst

SUBJECT: **Adopt a Resolution to Approve Participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program**

Recommendation

It is recommended that the City Council:

1. Adopt a Resolution to approve participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program;
2. Approve the Cooperation Agreement with the Los Angeles County Development Authority (LACDA); and
3. Authorize the Mayor or City Manager to execute the agreement.

Executive Summary

On April 19, 2023, the City Council approved the Fiscal Year 2023-2024 CDBG funding allocation. The City receives CDGB funding annually and has historically used the funds for the Senior Meals Program and sidewalk improvements. To continue receiving funding from the LACDA, all CDBG participating agencies across the County must execute resolutions to approve the participation of their respective agencies in the CDBG program for Fiscal Years 2024-2026. The approval of the Cooperation Agreement will allow the City to continue receiving the grant funds annually without interruption.

Background

The LACDA is the lead entity of the CDBG Urban County partnership. There are two types of CDBG programs: *entitlement* and *non-entitlement*. Metropolitan cities with a population of at least 50,000 and Urban Counties are entitled to receive annual grants directly from HUD under the *entitlement* program. The *California Department of Housing and Community Development (HCD)* administers the *non-entitlement* program, where a city may apply for funding under a competitive application process. The LACDA administers the CDBG funding and oversees over 45 *non-entitlement* communities throughout Los Angeles County, of which the City of South Pasadena has been a participating city for over ten years. During this time, the CDBG allocation to South Pasadena has ranged between \$100,000 and \$150,000. The City has used its CDBG funds for a variety of purposes, including but not limited to:

- 1) Senior nutrition program

- 2) Sidewalk replacement projects
- 3) Wheelchair access ramps

Funding must benefit low- and moderate-income persons. Up to fifteen percent (15%) of the funds may support community services and the remaining funds may be used for other eligible activities that include infrastructure improvements, rehabilitation of buildings and economic development.

On April 19, 2023, the City Council approved the Fiscal Year 2023-2024 CDBG allocation of \$130,658 to the Senior Nutrition Program (\$19,599) and for the sidewalk replacement and ADA ramp upgrades (\$111,059). These funds were included in the current operational budget.

Analysis

Approval of the Resolution will allow the City of South Pasadena to continue its participation in Los Angeles' Urban County CDBG program and thereby receive its annual CDBG formula grant. An Urban County comprises its unincorporated areas and small cities (less than 50,000 in population) choosing to participate in the CDBG program. Without participation in the Urban County program, the City of South Pasadena could not receive the formula CDBG grant from the Department of Housing and Urban Development (HUD). Instead, the City would have to compete for non-entitlement CDBG funds administered by the State of California through a peer or project review process.

Every three years, the County must seek a requalification from HUD to maintain its Urban County status. If approved, the current qualification would be established from July 1, 2024, through June 30, 2027. Once designated, an Urban County receives the CDBG funding annually and distributes the funds among the member jurisdictions. Additionally, the Urban County must monitor and oversee the implementation of all participating communities' programs, offer technical assistance, and maintain a direct relationship with HUD.

Fiscal Impact

The annual CDBG funding resource is a continuous grant award that helps the City to augment important services and community improvements such as the Senior Meals Program and sidewalk improvements. For the current fiscal year, the City's allocation is \$130,658.

Key Performance Indicators and Strategic Plan

This item aligns with the City's Strategic Goal 6b of centralizing grants management citywide.

Attachments:

1. Resolution
2. Cooperative Agreement with the Los Angeles County Development Authority

ATTACHMENT 1

Resolution

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RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PROGRAM

WHEREAS, the City of South Pasadena ("City") desires to participate in the Los Angeles Urban County Program for Community Development Block Grant ("CDBG") funds, and if applicable, the HOME Investment Partnerships ("HOME") Program, and the Emergency Solutions Grant ("ESG") Program, in the County's Consolidated Plan for Fiscal Years 2024-2026, commencing on July 1, 2024 and through June 30, 2027; and

WHEREAS, the City authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

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

SECTION 1. The City Council adopts and approve its participation in the Los Angeles County Urban County Program and receiving CDBG funds, and if applicable, HOME and ESG Program funds, and execution of the Cooperation Agreement between the City of South Pasadena and the County of Los Angeles for the time period of July 1, 2024 through June 30, 2027.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute the Cooperation Agreement, any and all related documents necessary, for participation in the Los Angeles Urban County Program on behalf of the City. **PASSED, APPROVED AND ADOPTED** on this 19th day of July 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez
Deputy City Clerk

Andrew L. Jared, 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 19th day of July, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez,
Deputy City Clerk

ATTACHMENT 2

Cooperative Agreement with Los Angeles County Development Authority

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**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
EMERGENCY SOLUTIONS GRANT PROGRAM**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This **COOPERATION AGREEMENT** (“Agreement”) is being entered into on this **19th** day of **JULY 2023**, to be effective on the 1st day of July 2024, by and between the **CITY OF SOUTH PASADENA**, hereinafter referred to as “City,” and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as “County,” and shall remain in effect for the County's Consolidated Plan for Fiscal Years 2024-2026. The County and the City are collectively referred to as the “Parties” or individually “Party.”

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the “Act”;

WHEREAS, the Parties desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (“NAHA”), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (“CDBG”) Entitlement Program, the HOME Investment Partnerships (“HOME”) Program, and the Emergency Solutions Grant (“ESG”) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, that the County be designated as an urban county, the program hereinafter referred as to the “Los Angeles Urban County Program”;

WHEREAS, the City has participated with the County in the Los Angeles Urban County Program and desires to renew its participation with the County in said Los Angeles Urban County Program for the County's Consolidated Plan for Fiscal Years 2024-2026;

WHEREAS, as the Los Angeles Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the preparation of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under state

and local law, and this Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of the intention to participate in the Los Angeles Urban County Program.

NOW, THEREFORE, the Parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities. Specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act for the City in the County's Consolidated Plan for Fiscal Years 2024-2026, which will be funded from the CDBG Entitlement Program, and, where applicable HOME and ESG Programs, from federal annual appropriations and from any program income generated from the expenditure of such funds.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then-current fiscal year. The County will notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program, the HOME Program, and the ESG Program.
3. In executing this Agreement, the City understands the following:
 - a. The County has the final responsibility for selecting CDBG, and, where applicable, HOME and ESG, activities and submitting the Consolidated Plan to HUD.
 - b. The City is not eligible for grants under the State CDBG (“Small Cities CDBG”) Program per Section V(D)(1 of CDP Notice 2023-03 (“the Notice”) during the period in which it participates in the Los Angeles Urban County Program.
 - c. The City may participate in the HOME Program only through the Los Angeles Urban County Program. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
 - d. The City may participate in the ESG Program only through the Los Angeles Urban County Program.

4. The term of this Agreement shall be for the County's Consolidated Plan for Fiscal Years 2024-2026 and commence on **July 1, 2024** through **June 30, 2027** ("Urban County Term"). The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect. Towards the end of the second year of the Urban County Term, the County will notify the City in writing of its right not to participate in the County's successive Consolidated Plan for the next three-year period.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's *Urban County Qualification for Participation Notice*, prior to the subsequent three-year extension of the term.

5. This Agreement shall be effective for the Urban County Term and for such period of time for the expenditure of all CDBG funds, or where applicable, HOME and ESG funds, allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect.
6. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Los Angeles Urban County Program's certification under Section 104(b) of Title I of the Act, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.

Furthermore, the Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with Section 109 of Title I of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

The Parties agree that CDBG and, where applicable, HOME and ESG funding is prohibited for any activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The City acknowledges and agrees to HUD's 424-B Form, *Assurances and Certifications*.

7. Pursuant to 24 CFR § 570.501(b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR § 570.503.
8. The City shall report to the County of any income generated by the use of CDBG and, where applicable, HOME and ESG funds received by the City. Any such program income, if applicable, must be remitted to the County within 30 days of receipt. Such program income may be used for eligible activities in accordance with all CDBG and, where applicable, HOME and ESG, requirements as may then apply.
9. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
10. The City may not sell, trade or otherwise transfer all or any portion of CDBG, and, where applicable, HOME and ESG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, and, where applicable, HOME and ESG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout or termination of this Agreement.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City using CDBG and, where applicable, HOME and ESG, funds or program income, during the Urban County Term, shall be subject to all the terms and conditions of this Agreement.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME and ESG funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at

the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.

- b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME and ESG regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years thereafter, all of its books and records relating to CDBG Entitlement Program and, where applicable, HOME and ESG programs' activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if the City elects to leave the Los Angeles Urban County Program and is not eligible to become an entitlement city, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall 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 City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The City's policy of maintaining a drug-free workplace;

- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph “a” of this Section 17.
- d. Notifying the employee in the statement required by paragraph “a” of this Section 17 that, as a condition of employment funded by the CDBG, and where applicable, HOME and ESG grant, the employee will:
- i. Abide by the terms of the statement; and
 - ii. Notify the City in writing of his or her conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG, HOME, or ESG grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

18. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Principal Deputy County Counsel

_____ Date

COUNTY OF LOS ANGELES

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

CITY OF SOUTH PASADENA

By: _____
MAYOR OR DESIGNEE (Signature)

Print Name, Title

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

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City Council Agenda Report

ITEM NO. 24

DATE: July 19, 2023

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

PREPARED BY: Domenica K. Megerdichian, Deputy City Manager

SUBJECT: **Approve a First Amendment to the Agreement with Raftelis Financial Consultants, Inc. for the Police Department Assessment and Allocate and Appropriate Funds in the Amount of \$10,000**

Recommendation

It is recommended that the City Council:

- 1) Allocate and appropriate \$10,000 from the General Fund Account 101-0000-0000-3200-000 to the Police Department Contract Services Account number 101-4010-4011-8180-000; and
- 2) Approve the First Amendment to the Professional Services Agreement with Raftelis Finance Consultants, Inc. and
- 3) Authorize the City Manager to execute the amendment.

Background

The City of South Pasadena has embarked on agency-wide department organizational assessments in a strategic effort to analyze the current state of each department and receive recommendations to improve upon the operations and incorporate industry best practices. The assessments are poised to identify specific and actionable priority management, resource, staffing, and service to the community improvements.

The selection process included the release of a Request for Qualifications (RFQ), two rounds of Requests for Proposals (RFP), and an extensive rating and interview process. A community working group had been formed in order to review and select the consultant for for the assessment, and included members of the Public Safety Commission, community members selected by then-Mayor Michael Cacciotti, and staff from the City Manager's Office. The City Council approved the award of contract for the Police Department assessment to Raftelis Financial Consultants (Raftelis) in the amount of \$99,500 on January 18, 2023.

The working group served to outline the need for community input and solidify the rating criteria by which to score the respondents. The re-vamped RFP received 5 responsive bids, from which Raftelis was selected and the contract was fully executed on February 1, 2023 (Attachment 2).

Analysis

The Police Department Assessment project has been underway since contract execution, and is nearing the completion of the analysis portion. The consultant has conducted extensive review of Police Department statistics, including workload distribution, response time, and staffing. Raftelis has also completed two site visits during which the firm interviewed City Councilmembers, current and former Public Safety Commissioners, Police Department staff, other City staff, community groups and stakeholders, and the Superintendent of the South Pasadena Unified School District. Specialized, anonymous surveys were also drafted and released by Raftelis for both internal Police Department employees and the community, and responses will be included as part of the consultant review.

Coinciding with one of the site visits, a Public Safety Commission (PSC) special meeting was held during the evening of Monday, June 5, 2023 in order to gather public input, as part of the contract terms. The Raftelis consultant team held a discussion forum where community members were able to participate both in-person and via Zoom, in order to provide public input on the focus of the project. When selecting the date for the special meeting, City staff was careful to choose a date which did not have any conflicting City events. Shortly before the meeting date for the PSC special meeting, staff was notified that a tenant group within the City had a virtual meeting scheduled with Community Development Department staff during the same time as the PSC special meeting. Feedback was received at the PSC special meeting from multiple members of the public for the request of an additional public outreach meeting to be held, in order for those who were not able to attend to provide public input before the analysis portion of the assessment concludes. Staff concurs that an additional public forum would be beneficial for public outreach and community engagement, and to inform this assessment as the report is being drafted.

Fiscal Impact

The recommendation for an additional public outreach meeting for the Police Department Assessment project would require an amendment to the contract at an amount not-to-exceed \$10,000 (Attachment 1), in addition to an allocation and appropriation of \$10,000 from the General Fund Account 101-0000-0000-3200-000 to the Police Department Contract Services Account number 101-4010-4011-8180-000.

Key Performance Indicators and Strategic Plan

This item is in line with the Police Department's KPI for completion of a department assessment and aligns with Strategic Plan priority 6c. Update Policies.

Commission Review and Recommendation

This item was not reviewed by a Commission, as it solely considers an amendment to an existing contract.

Raftelis Police Department Assessment Contract Amendment
July 19, 2023
Page 3 of 3

Attachment:

1. First Amendment to Professional Services Agreement
2. Raftelis Police Department Assessment Contract Executed February 1, 2023

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ATTACHMENT 1

First Amendment to Professional Services Agreement

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into on this 19th day of July, 2023, and is to the Professional Services Agreement executed on February 1, 2023 by and between the CITY OF SOUTH PASADENA (“CITY”) and RAFTELIS FINANCIAL CONSULTANTS, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on February 1, 2023, the CITY and CONSULTANT entered into an Agreement for Professional Services for CONSULTANT to provide an organizational assessment of the City’s Police Department (“Agreement”); and

WHEREAS, the City desires that CONSULTANT hold an additional in-person public engagement session related to the assessment; and

WHEREAS, the parties desire to amend the to amend the scope of services and compensation to facilitate this additional public engagement session;

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

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

“Maximum Amount”: The highest total compensation and cost payable to Consultant by City under this agreement. The Maximum Amount under this Agreement is One Hundred and Nine Thousand and Five Hundred Dollars (\$109,500).

Section 2. The Scope of Services set forth in Exhibit A of the Agreement shall be amended to provide for one additional in-person engagement session in the manner and cost as set forth in Exhibit A to this First Amendment. Said Exhibit to this First Amendment shall be incorporated into the Agreement as if set forth in full.

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

“City”
City of South Pasadena

“Consultant”
Raftelis Financial Consultants, Inc.

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: Julia Novak

Title: City Manager

Title: Executive Vice President

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

EXHIBIT A TO FIRST AMENDMENT
[additional services and compensation]



June 15, 2023

Domenica Megerdichian, Deputy City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Subject: Change Order Request: City of South Pasadena Police Department Organizational Assessment

Dear Ms. Megerdichian:

This letter serves to request a change order in the amount of \$10,000 to the {Police Department organizational assessment contract between the City of South Pasadena and Raftelis. The contract provides for an organizational assessment of the South Pasadena Police Department.

The purpose of the change order is to expand the scope of contract task 3, entitled Conduct Site Visit. The current task calls for two public engagement sessions, one occurring during a scheduled City Public Safety Commission meeting, the second to occur following the development of final project deliverables in conjunction with a City Council meeting.

The City requested that Raftelis submit a change order request to allow for one additional in-person public engagement session to occur outside of the Public Safety Commission and City Council meetings. This change order will expand the scope and project budget to accommodate this request.

I appreciate your consideration of this change order. I remain available to discuss any questions you may have and can be reached at 513.430.2887. or jingram@raftelis.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan R. Ingram'.

Jonathan Ingram
Senior Manager

ATTACHMENT 2
Raftelis Police Department Assessment
Contract Executed February 1, 2023

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RAFTELIS FINANCIAL CONSULTANTS INC

JANUARY 2023

CONTRACT # _____

CONTRACT APPROVAL COVERSHEET

Project Name: South Pasadena Police Department Organizational Assessment		Approval Authority	
Department: City Manager's Office		City Manager (< \$25,000) <input checked="" type="checkbox"/>	City Council (> \$25,000) <input type="checkbox"/>
Date: 1/30/2023		City Council Approval Date: 1/18/2023	
Submitted By: Alma Medina	Ext: 233	Agenda Item #: 11	
Contract Approval Routing			
	Name	Approval (initials)	Date
Contracts Coordinator	Alma Medina		1/30/2023
Finance Director	Hsiulee Tran		1/30/2023
City Manager	Arminé Chaparyan		1/31/2023
City Attorney	Andrew Jared		1/31/2023
Purpose of Contract/Scope of Services			
Professional Services Agreement with Raftelis Financial Consultants, Inc., for the South Pasadena Police Department Organizational Assessment, in the amount not to exceed of \$99,500, with the term ending on June 30, 2023, or until determined to be complete by the Deputy City Manager.			
Document Checklist			
Insurance Requirements Met? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Additional/Special Insurance or Bond Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	FPPC filing required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Financials			
Contract Amount: Total Contract Amount is \$99,500		Contract Term (or Expiration Date): 1/19/2023- 6/30/2023	
Accounts to Encumber: 101-4010-4011-8180-000			

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Raftelis Financial Consultants, 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 Raftelis Financial Consultants, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **South Pasadena Police Department Organizational Assessment.**
- 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”: **see Exhibit A**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **Domenica K. Megerdichian, Deputy City Manager**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 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 Ninety-nine Thousand and Five Hundred Dollars (**\$99,500**).
- 3.5. “Commencement Date”: **January 19, 2023**.
- 3.6. “Termination Date”: **June 30, 2023 or until determined to be complete by the City of South Pasadena Deputy City Manager**.

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. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement,

including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, 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. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

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

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 sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

12. INSURANCE

- 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: **Electrification project and stakeholder coordination.**
 - 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: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.

- 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

Domenica Megerdichian
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7214
Facsimile: (626) 403-7211

If to Consultant

Julia Novak, Executive Vice President
Rafetlis Financial Consultants, Inc.
445 S. Figueroa St. Suite 1925
Los Angeles, CA 90071
Telephone: (213) 262-9300

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

“City”
 City of South Pasadena
 By: Armine Chaparyan
 Signature

“Consultant”
 Rafetlis Financial Consultants, Inc.
 By: Julia Novak
 Signature

Printed: Arminé Chaparyan

Printed: Julia Novak

Title: City Manager

Title: Executive Vice President

Date: 1/31/2023

Date: January 18, 2023

Attest:

DocuSigned by:
Desiree Jimenez, CMC
By: _____
9C28A8A8EFB14A7...
Desiree Jimenez, CMC
Chief City Clerk
Date: 2/1/2023

Approved as to form:

DocuSigned by:
Andrew Jared
By: _____
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Andrew L. Jared, City Attorney
Date: 1/31/2023

EXHIBIT A

Scope of Services

The Consultant shall provide a report to the City Manager that provides analysis and recommendations to optimize public safety response while identifying and quantifying improvements and enhancements and cost savings measures for the City. Each area of Department Operations listed below should be evaluated for:

1. Opportunities.
2. Risks.
3. Increased efficiency.
4. Improved effectiveness.
5. Comparison to national and regional standards and best practices.

Department Operations

After conducting analysis and outreach, Consultant shall objectively and independently develop recommendations to the City Manager in the form of a written report for the near-term (1–4 years) and long-term (5–10 years) operations of the Police Department based upon, but not limited to:

1. Community data.
2. Current conditions, delivery performance, demand, and distribution.
3. Call volumes.
4. Response times.
5. National and regional standards and best practices.
6. Future growth and demand forecasts.
7. Staffing.
8. Policy review and recommendations.

City Responsibilities: Department Meetings and Facility Inspections

The City of South Pasadena will provide the consultant access to information and personnel as required during the comprehensive study to answer questions in a timely manner. The City of South Pasadena shall maintain all property rights of all material and deliverables produced from this review.

Schedule

The consultant should plan that a notice to proceed will be issued approximately late January 2023. The consultant will propose a schedule as part of their proposal that best represents their level of effort available for this project.

Funding

This project will be funded using 100 percent City funds. The proposed budget will not be provided to Offerors.

Deliverables

A final report will be submitted via paper and electronically in PDF format, bookmarked accordingly for each objective listed above. The report shall include an executive summary and recommendations for each objective under Department Operations. The report will be presented to the City Manager and findings may be presented to the City Council. The Consultant may be asked to present the findings and methodology to the City Council.

Activities	Key Deliverables or Actions	Target Date of Completion*
Phase One: Meet with City Manager staff, any additional technical assistants to co-design approach and timeline for the project.	<ul style="list-style-type: none"> -Plan for the project outline -Development calendar of milestones of the recommendations for the City Manager. -Identify protocols, logistical and technological considerations for effective deliberation -Solidify calendar of advisory consultations and methods for collection of community input for stakeholders 	TBD
Phase Two: Convening of Project	Consultant to collaborate with City Manager and Police Department staff to: <ul style="list-style-type: none"> -Choose background materials on police services, delivery and approaches -Identify emerging best practices from academic and other sources related to assessment of police services -Participate in regular internal deliberations with City staff and technical advisors -Facilitate external meetings as determined by the team 	TBD
Phase Three: Facilitation of Community Engagement Meetings and Synthesis of Emerging Best Practices	<ul style="list-style-type: none"> -Facilitate public meetings to be held -Continue deliberations with City staff to compile and integrate community input, subject matter expertise, and research findings on reallocation of police services -Support staff to finalize final recommended plan for City Council review -Preparation to define the community engagement process that informed final recommendations, if needed 	TBD
Phase Four: Evaluation, Recommendations on Operationalization of Council Action and Next Steps	<ul style="list-style-type: none"> -Continue deliberations with City staff to evaluate process and assess City Council presentation -Participate in any considerations of implementation or operationalization of reallocations -Facilitate any meetings determined to be necessary regarding next steps 	TBD
Completion of Deliverables:	<ul style="list-style-type: none"> -Delivery of completed assessment to City staff regarding Police Department organizational structure, workload, overall efficiency, information technology, and policy review 	TBD

*Approximate dates to be determined during consultant selection process

EXHIBIT B

Cost Proposal

The total fixed fee for completion of the scope of work is \$99,500. This includes all professional fees and expenses.

Activity	Description	Estimated Hours	Cost
1	Begin and Manage Engagement	58	\$18,300
2	Assess Staffing	84	\$20,000
3	Conduct Site Visit	118	\$34,375
4	Prepare Project Deliverables	112	\$26,825
TOTAL		372	\$99,500

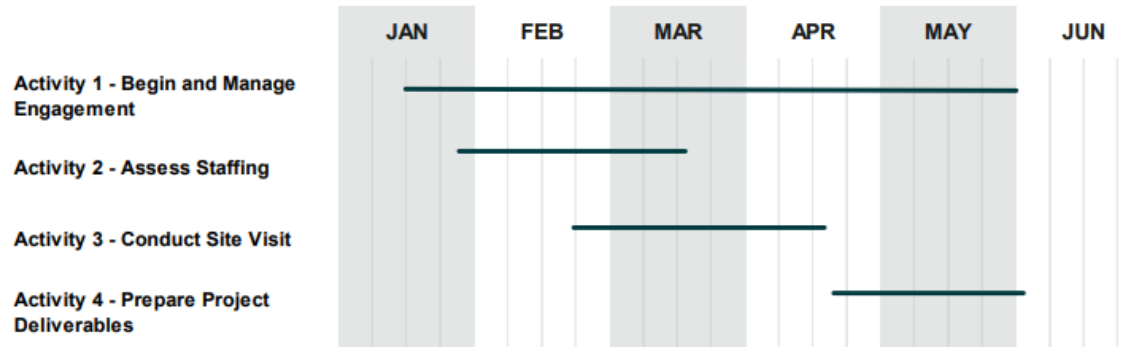
The City will be invoiced monthly as tasks are completed.

Should the City desire additional services outside of the scope of work, it will be billed using the hourly rates below plus expenses at cost.

Project Team Member	Hourly Rate
Executive Vice President	\$350
Senior Manager	\$285
Subject Matter Expert	\$275
Manager	\$250
Consultant	\$195

Timeline

A proposed project schedule is included below. We expect to refine this with the City during Activity 1.



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City Council Agenda Report

ITEM NO. 25

DATE: July 19, 2023
FROM: Arminé Chaparyan, City Manager *AMC*
PREPARED BY: Mary Jerejian, Management Analyst
SUBJECT: Approval of an Agreement with Granicus, LLC for the Website System and Design Project, including licenses and maintenance in the amount of \$39,867.26

Recommendation

Staff recommends that the City Council approve the agreement with Granicus, LLC for Website Redesign services, and associated licensing and maintenance for a term of five (5) years, in the amount of \$39,867.26 with the option to extend for one additional year.

Executive Summary

In March 2023, the City released a Request for Proposal (RFP) for website redesign services, and invited interested vendors with experience to submit proposals to provide full website redesign services, which includes both a public-facing website and City staff intranet. The goal of this project is to create a user-friendly and modern website for the City's residents, visitors, businesses, and staff to obtain information and access City resources. If approved, the City anticipates a complete website redesign by the end of 2023 and will work with the selected vendor on design, staff training, and identifying analytics to create a community-centered website.

Background

City staff has focused on communication efforts and in an effort to accurately address the community's communication needs, a citywide Communications Survey was conducted in December 2022 through February 2023. The survey solicited input from the community and staff on preferences for receiving information and how the City could best serve our community through communications and the City's website. This survey received 503 responses and data showed the following summary:

- 80% of respondents live in the City of South Pasadena;
- 36% of respondents selected that they do not hear enough from the City of South Pasadena, while 32.4% of respondents selected that they hear the right amount of outreach on some topics, but not enough on others;
- About 60% of respondents selected that they prefer to receive information through the City's website;

City Website Redesign Services

July 19, 2023

Page 2 of 5

- About 63% of respondents find the City's communications easy to understand;
- About 40% of respondents feel satisfied with the City's website information;
- The top three topics that respondents visit our website is for resources, news, and to find City contacts; and
- About 30% responses have heard about the City's mobile app.

The survey also asked respondents what they would like to see in the next version of the City's website as well as any other additional feedback in doing a better job to provide information to the community. In summary, the majority of responses would like to see more information on the website that is up-to-date, easy to find, simplified, and modern looking. When analyzing responses for overall feedback, most responses listed keywords related to improving the website to be more up to date.

Other recommendations made throughout the survey were quickly implemented by staff, including the need for a City Twitter Account. Staff also began conducting more outreach on the City's mobile app, resulting in 2,100 increase in downloads since the launch of the survey to date.

In addition, the City Manager's Office implemented an Interdepartmental Communications & Engagement Team (ICE-T), which includes one representative from each department to meet together monthly and discuss goals for outreach and tools for succeeding in engagement efforts.

In response to the results received, staff created and released an RFP to solicit responses from qualified vendors that could help redesign the City's website. The website RFP was created to reflect the survey in the scope of work requirements. The scope of work includes initial meetings an analysis with staff, modern functionality, minimal click to access information, and adaptability to all devices, an easy Content Management System (CMS) for staff to easily update the website, content migration of relevant information from previous website, ongoing webmaster services, security, testing, and training prior to going live. While the RFP was live on PlanetBids, the City Manager's Office formed a Website Redesign Committee (Committee), which includes:

- City of South Pasadena Mayor, Jon Primuth
- Deputy City Manager, Domenica Megerdichian
- Management Services Director, Luis Frausto
- Senior Management Analyst, Alma Medina
- Management Analyst, Mary Jerejian
- Community Services Supervisor, Melissa Synder
- Adult/Digital Services Librarian, Alexis Mendoza

Upon the closing date of the RFP on May 22, 2023, the Committee was responsible for reviewing RFPs, interviewing the top candidates, and ultimately make a selection on the finalist vendor.

Analysis

The Website Redesign Committee began reviewing the proposals based on experience, cost, clear response to requirements, and reference checks. City staff received 23 bids, and the Website Redesign Committee that met minimum requirements reviewed 18. Of the 18, the Committee interviewed four vendors. The RFP process for the Website Redesign Services included the following steps:

Evaluation Stage	Date	Description
RFP Release	March 27, 2023	RFP released for 40 days with direct solicitation of vendors to Planet Bids
Proposal Deadline	May 22, 2023	Closing date of RFP; all proposals submitted to the City Clerk's Office by 6:00 p.m.
Responses to Website Redesign Committee	May 30, 2023	City Manager staff transmitted all RFP responses after conducting initial requirement review
Complete Review	June 14, 2023	Staff and committee completed initial review to identify qualified candidates
Interviews	June 26, 2023 & June 28, 2023	Meetings scheduled with top 4 vendors
Award of Contract	July 19, 2023	Award of contract approval by the City Council
Begin Redesign Process	July 24, 2023	Initial kick-off meeting to plan for redesign
Staff Trainings	October 23, 2022 (week of)	Training for staff, directors, and all CMS users
Launch to Community	December 4, 2023	Official launch to include extensive outreach and presentation to City Council

Following the interviews with the top four vendors, the Committee met on July 10, 2023 to discuss the interviews and proposals, to reach a decision on the vendor that best met the City's scope of work as well as bid price point. Granicus answered the questions thoroughly, displayed their experience working on municipals websites on the local, state, and federal levels of government and provided an in-depth presentation of the following products that would accomplish the scope of work in the RFP:

Product	Description
OpenCities	Website development platform to create a user-friendly, accessible, and easily searchable website with modern design.
OpenForms	Ability to create multilingual and accessible digital forms and processes for City services online.
Staff Intranet	Staff specific website with the same look and feel of front facing website to centralize Human Resources documents, news, and opportunities for staff to engage.

As the City continues to prioritize various improvements through investments of technology, staff most recently brought to the City Council other products for agenda and public records management. These products included govMeetings and GovQA, which are both developed by Granicus.

The contract amount of \$39,867.26 includes the following:

Redesign One-Time Fees	Cost Amount
Granicus Web – Enhanced Package	\$17,100
OpenCities Intranet License and Design	\$9,500
Site Improvement Credit	\$5,500
Subscription Annual Fees	Cost Amount
OpenCities SaaS License	\$9,500
OpenForms Team License	\$4,042.25
OpenCities Intranet License	\$5,225.01

Fiscal Impact

The project is currently funded in the Capital Improvement Program, in Account No. 400-9000-9183-9183-000, in the amount of \$39,867.26 was approved in the FY 2023/2024 budget.

Key Performance Indicators and Strategic Plan

This item is in line with the following City Manager’s department’s KPI’s from the Fiscal Year 2022-2023 Budget:

- Public Engagement/Community Outreach
 - Create a new City website that is user-friendly, current, and well maintained.

This item is also in line with the following Strategic Plan goal is the 2021-2026 Strategic Plan document:

- 2. Create a Strong Economic Development Strategy to Strengthen Local Business
 - Launch of a new City website

Attachments:

- 1) Citywide Communications Survey Summary
- 2) Website Redesign RFP
- 3) Granicus LLC Agreement

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ATTACHMENT 1
Citywide Communications Survey Summary

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City of South Pasadena Communications Survey Results

February 2023



Prepared By:
Mary Jerejian
Management Analyst
City Manager's Office

Purpose

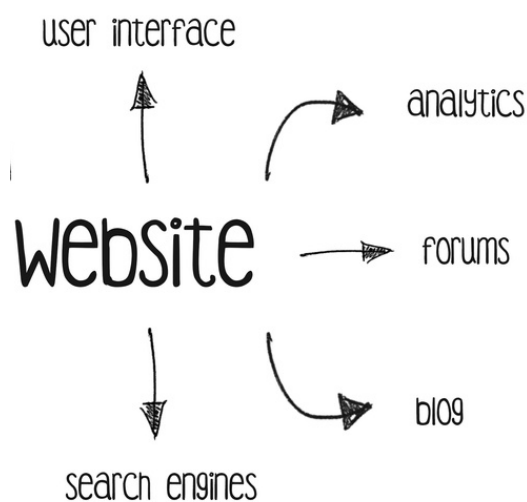


City of South Pasadena staff are continuing to expand our communications, engagement, and best practices in utilizing tools to keep our community up to date about various programs and happenings. The City solicited input from the community between January 2023 and February 2023 on preferences for receiving information, and how we could continue to better serve our City through our communication and the City's website

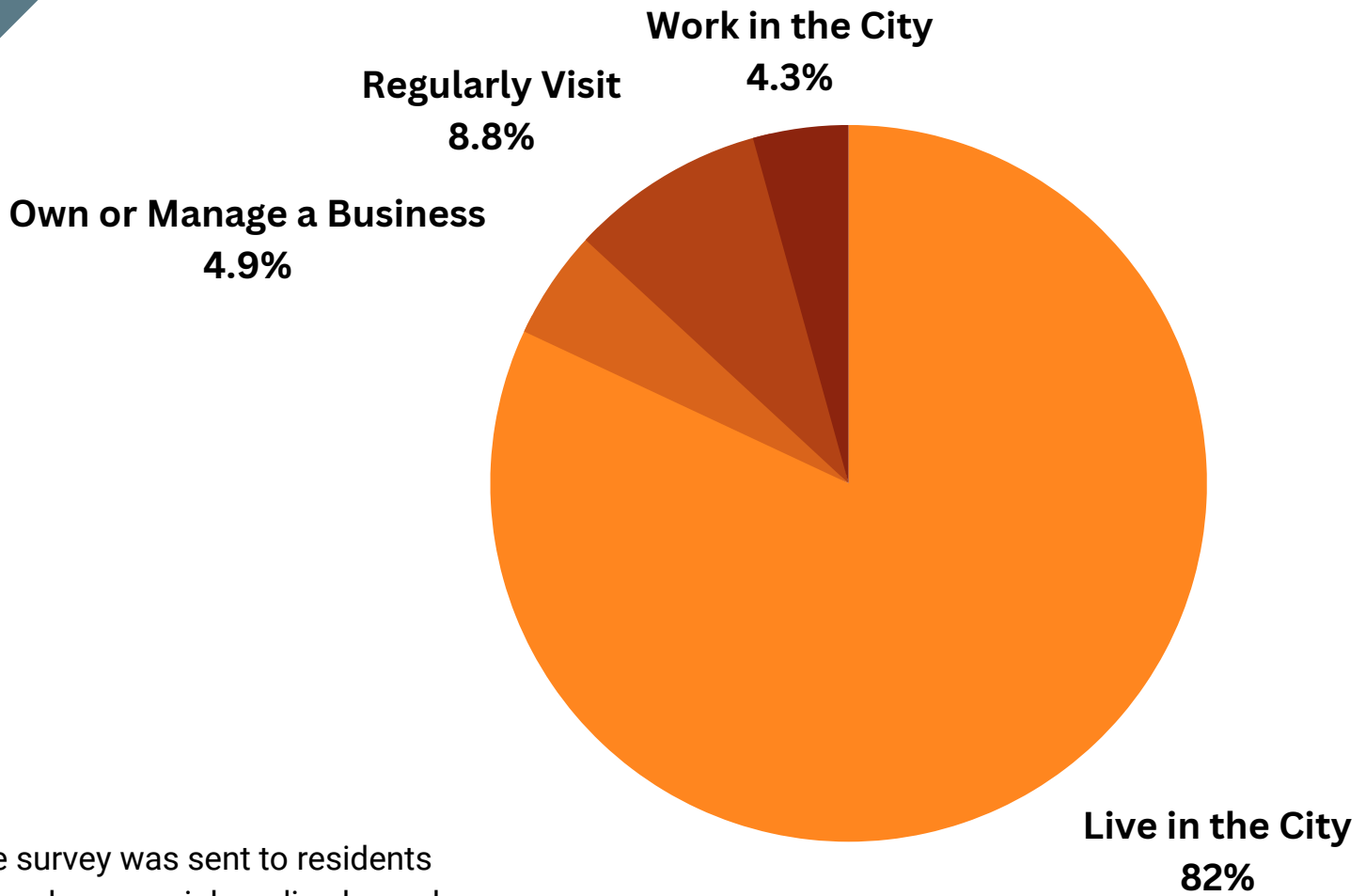
SUMMARY OF THE SURVEY RESULTS

The survey results indicated a need for the City to reconsider how outreach is conducted. The community demonstrated a clear need for a revamped City website that is user-friendly and simple to use to find pertinent information.

The results displayed throughout this report provide a more in-depth analysis on the survey results.



Who Participated

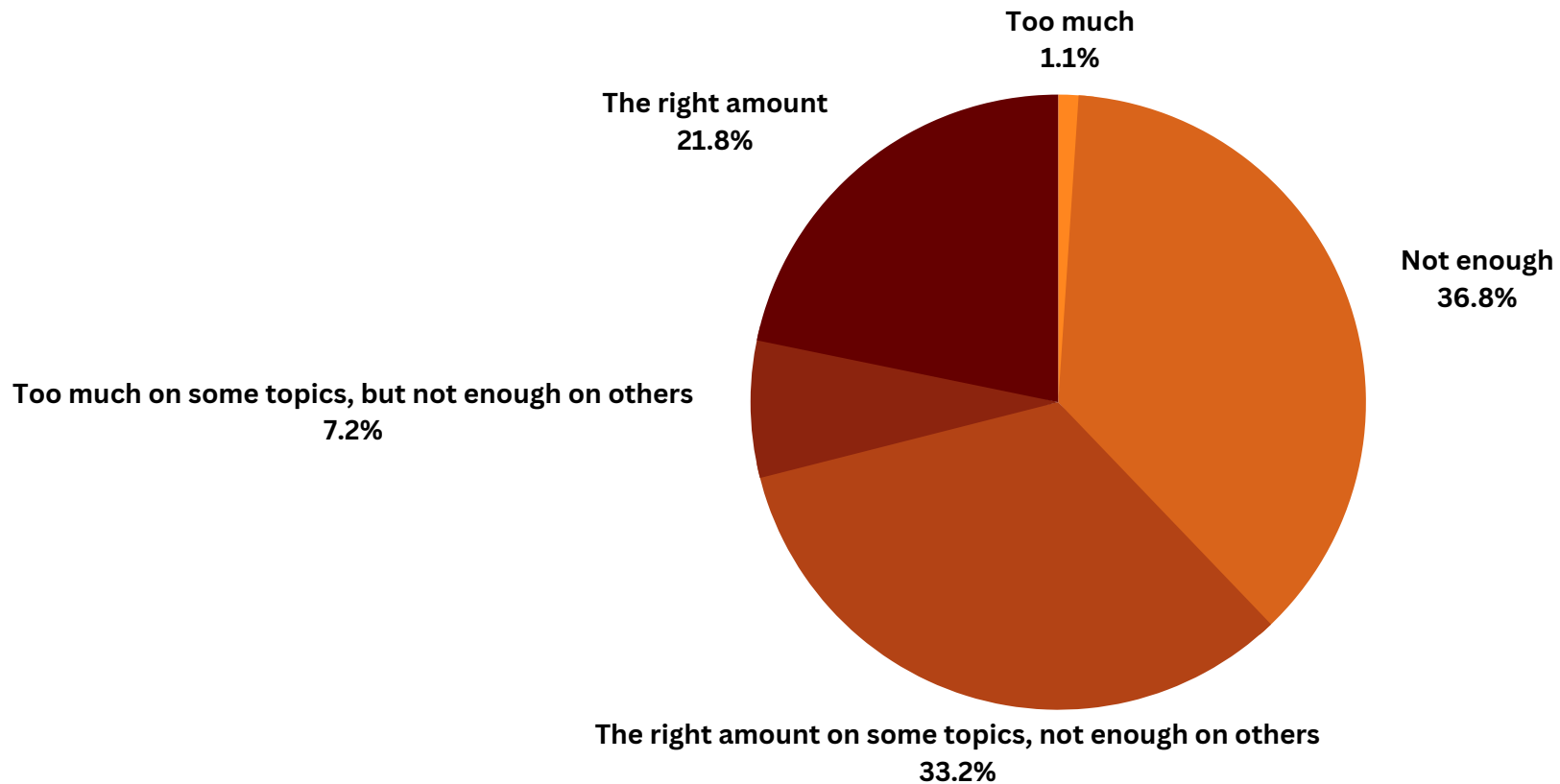


The survey was sent to residents through our social media channels, website, blogs, mobile app, and the link was available on the front page of the City's website. In addition, City staff shared the survey with various businesses and community groups.

The City Manager's Office also shared the survey with City staff to share with community members, but to input their own feedback on how we could improve the City's communications and website.

Question 1

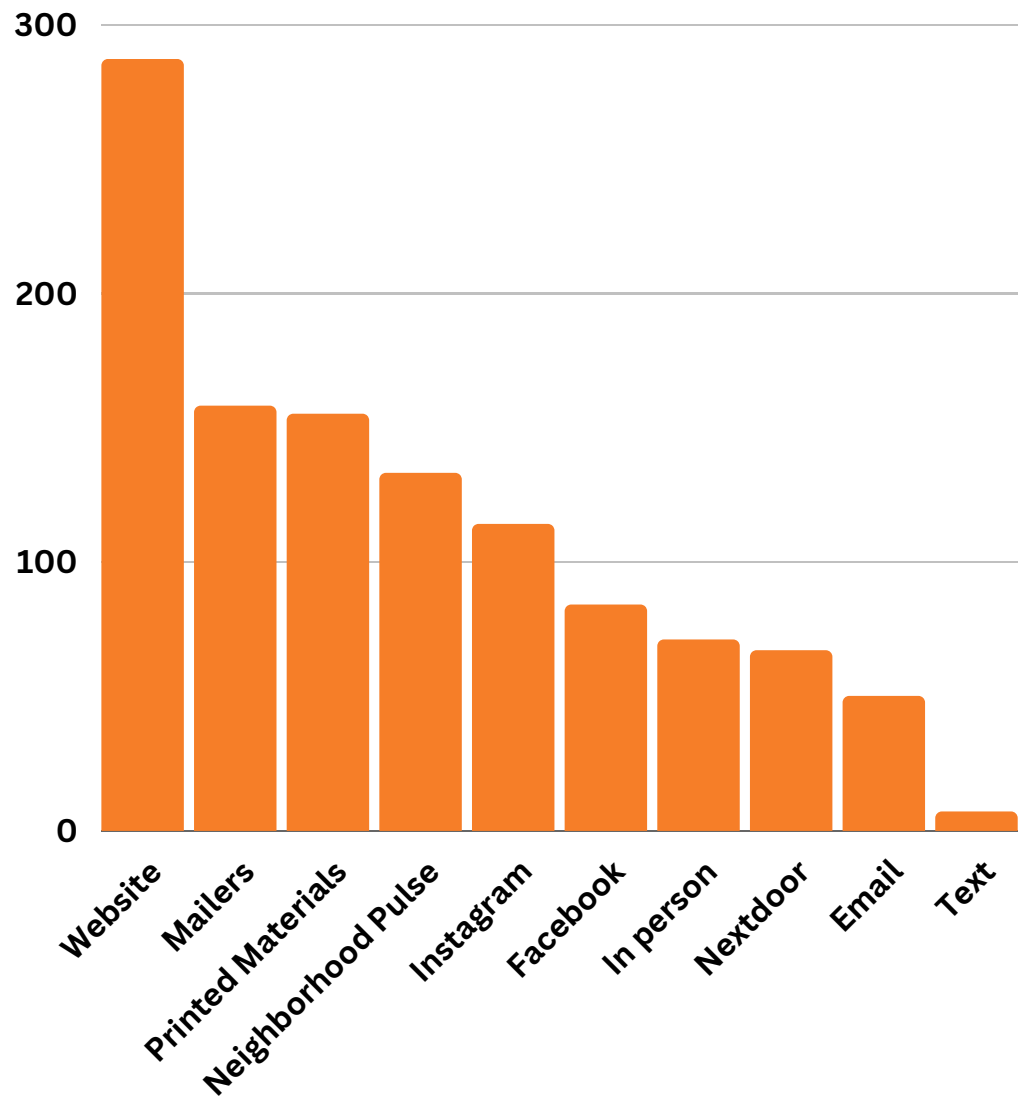
Do you feel like you hear enough from the City of South Pasadena?



The results from this question imply that over 50% of respondents feel like they hear the right amount from the City, but a portion of that believes the City could communicate more on other topics. About 37% of respondents respondent that they do not hear enough. Other responses to this questions included suggestions such as a mechanism for the City to reach out to new residents on how they could be involved and learn more. In addition, respondents shared comments about the need to be informed on topics that impact their every day lives such as parking, and resources for populations such as seniors.

Question 2

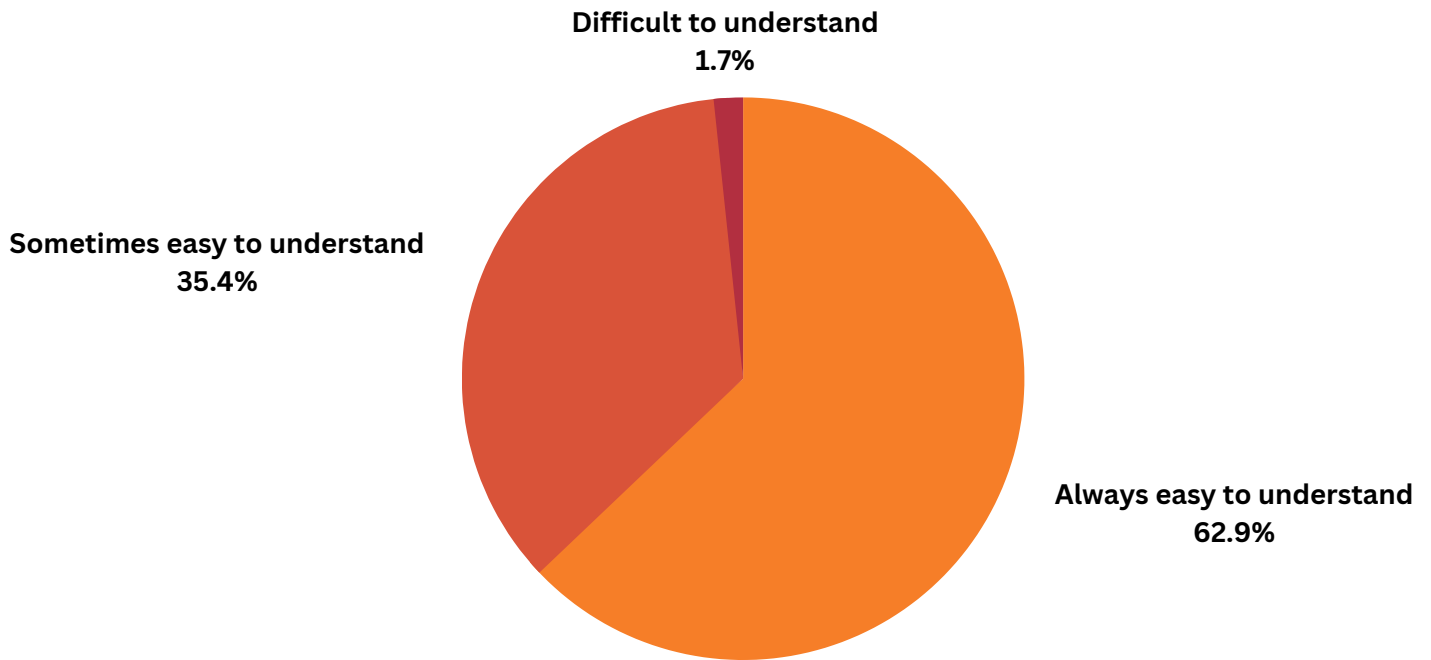
Share with us how you prefer to receive information from the City of South Pasadena.



The results from this question showed that the majority of respondents utilize the City's website for receiving information. Respondents also showed a liking to printed materials and mailers, which combines this data exceeds the website preference. Other comments included respondents receiving information from the local newspapers and signage around the City.

Question 3

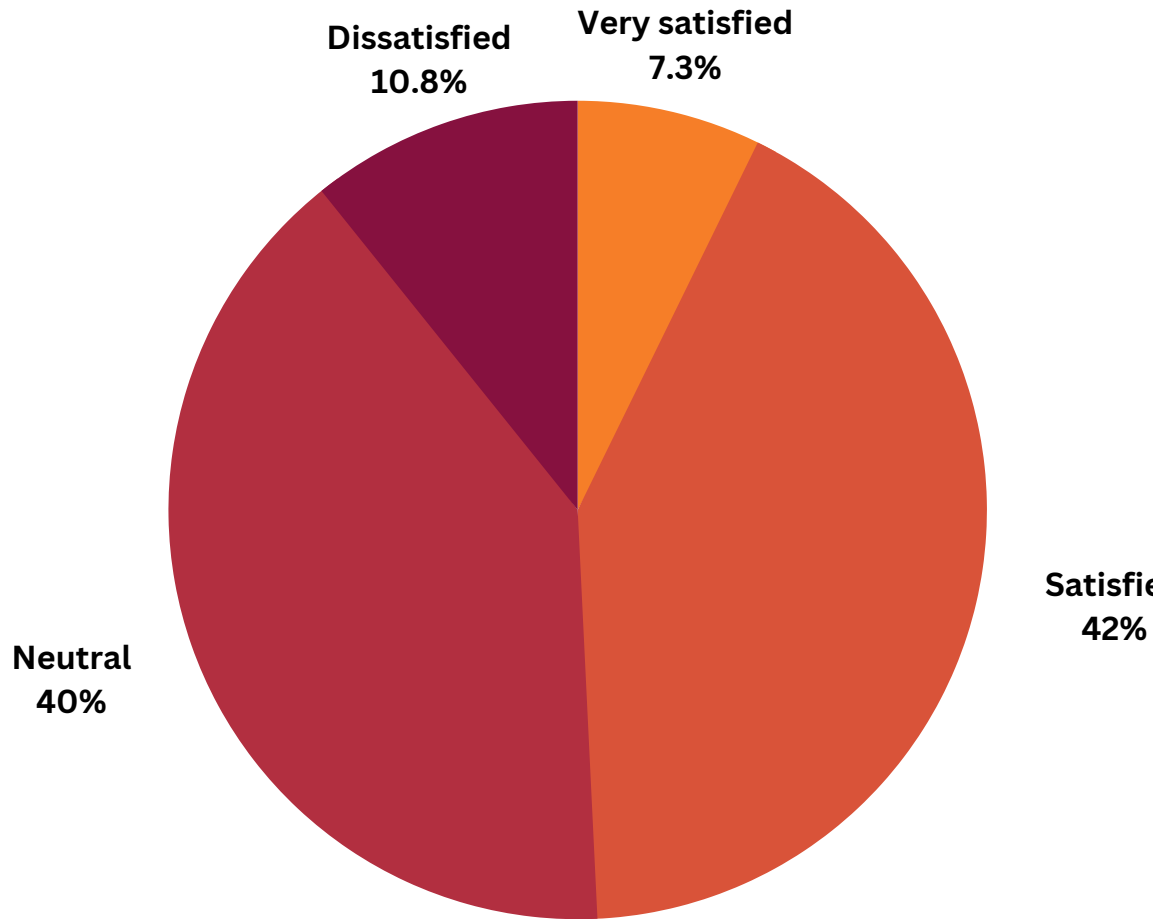
In general, do you find the City of South Pasadena's communications is easy to understand? (i.e. readability, style of writing, language used)



The results from this question show that there may be improvement considerations for the font, languages, and verbiage of the information shared with the community. Best practices show that information should be simple, straight forward, and should always include contact information.

Question 4

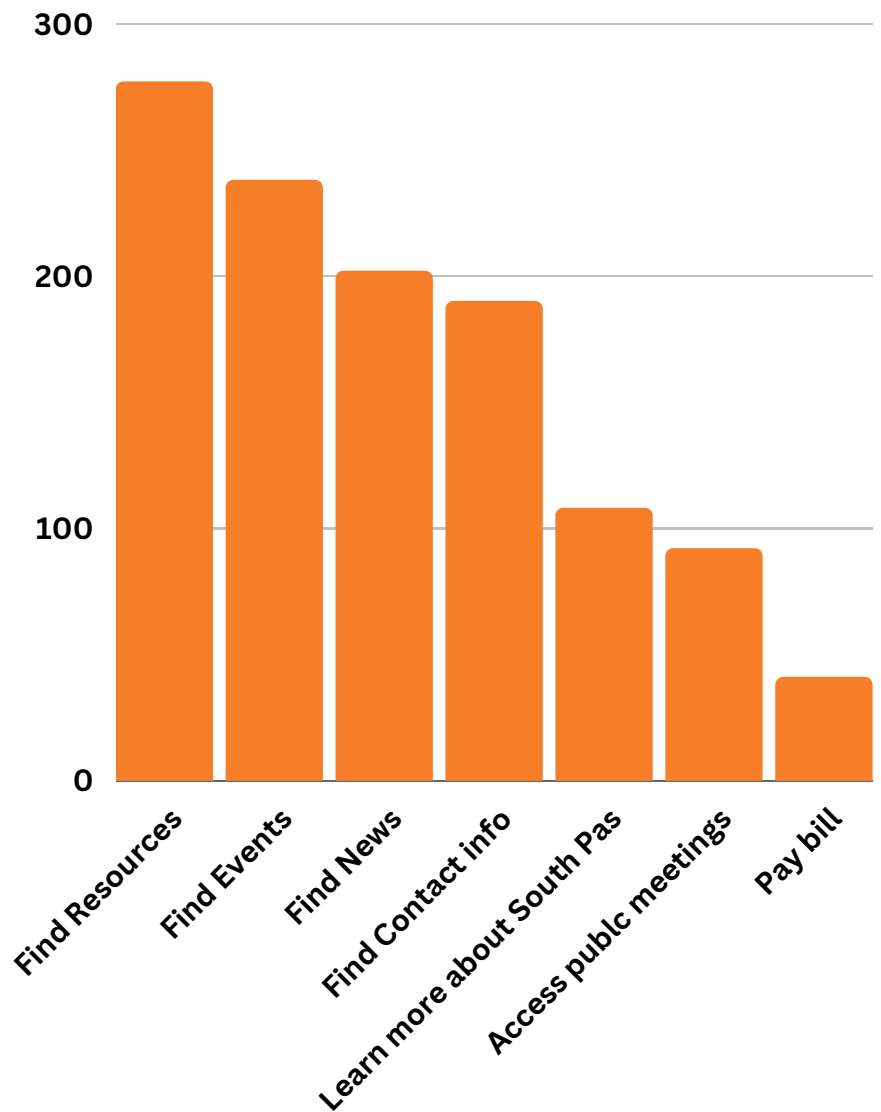
How do you feel about the usefulness of information on the City's website?



The results from this question revealed that the majority of respondents are very satisfied or satisfied with the usefulness of the information on the City's website. Other comments that were submitted for this question included that the website design is difficult to navigate, making information difficult to find. In addition, comments included the concern of lack of up-to-date information. There were also comments that some departments provide enough information, but others do not.

Question 5

Why do you visit the City of South Pasadena website?



The majority of respondents answered that they utilize the website to find resources. This question will help staff develop the City's next homepage to include quick links to topics that are most visited. Other responses to this survey question showed that website visitors utilize the website to find permits, library information, business licensing, trash information, and obtain public records.

Question 6

What would you like to see in the next version of the City's website?



This qualitative question generated very interesting feedback. One of the main themes was a need for a more modern and simple to navigate website. Other comments included more relevant information on the homepage, crime information, feedback opportunities, and "how to" on things such as permits, projects, and more.

Question 6

What, if anything, could the City of South Pasadena do differently to do a better job of giving your the information that you want or need?

Monthly or quarterly newsletters to all residents

Live Updates

Improve the website to be more up to date

More mailers and emails

Share positive and transparent news

ATTACHMENT 2
Website Redesign Request For Proposal (RFP)

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City of South Pasadena, California

Request for Proposals

Website Redesign

RFP No. CM23-002



Overview

Summary

The City of South Pasadena is seeking an experienced website vendor to assist with a complete a redesign of the City’s municipal website (www.southpasadenaca.gov) to launch by the end of 2023. It is expected that the website vendor will work with the City of South Pasadena Communications Team and staff to create user-friendly, functional, and accessible website for both visitors and content management system (CMS) users.

Key Dates

Request for Proposal (RFP) Release Date: March 27, 2023

Proposals Due: May 22, 2023 – 6:00 PM

Interviews: Week of June 5, 2023

Award of Contract: Regularly schedule City Council Meeting in June or July of 2023

Proposal Information

Instructions for what to include in your proposal and how to submit it, are detailed herein.

Point of Contact

The Official Point of Contact for this RFP is:

Mary Jerejian, Management Analyst

MJerejian@southpasadenaca.gov

(626) 403-7215

All communication with the City related this this RFP must be directed to the contacted listed above.

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Introduction

Project Summary

The City Council of the City of South Pasadena (City) invites interested vendors in partnering on a website redesign. This effort will help re-brand, re-connect, and strengthen communications with the community by improving the usefulness and user friendly features of the City's main communications tool.

The City of South Pasadena invites interested vendors with experience in redesigning a municipal website, to submit written proposals to provide website redesign services in addition to training for staff that will be working on the content management system portion of the website. The selected website vendor will work closely with the City's Communications Team in designing a website that meets the needs of the South Pasadena community and City staff. In addition, the website vendor will need to have the capability to integrate other software into the next website including that of the City's mobile application and electronic permitting software.

Background

The City of South Pasadena is a charming community, situated less than ten miles from downtown Los Angeles. Called the City of Trees, this general law City is known for its stunning homes, unique small businesses, and top-quality schools. South Pasadena's diverse population of about 26,000 occupies 3.44 square miles of flatlands and hillsides on the west side of the San Gabriel Valley. More than 100 acres of parks and playgrounds blanket its landscape and more than 21,000 trees adorn its streets. The quiet, historic character of its attractive neighborhoods is a testament to the preservationist efforts of residents in protecting both its architectural and natural beauty. The city enjoys a low crime rate and the benefits of a close-knit, participation-oriented community.

The busiest street, Fair Oaks Avenue was an important link in the original Route 66 and remains a vital thoroughfare today. A Gold Line station provides a light rail connection to downtown Los Angeles and the regional transportation system. Mission Street and its vicinity are dotted by fine restaurants, downtown lofts, and unique shops. The City also is home to its own beautiful library, located inside a picturesque park, and its own police and fire departments. The City provides water and sewer services to its businesses and residents.

In the last three years, the City has undergone significant organizational changes, including the hiring of a City Manager, Deputy City Manager, election of a new City Council and City Treasurer, and faced challenges in retaining staff. The City is in the process of rebuilding a strong organization, and the City is moving forward with a new team, with a focus and emphasis on engaging the community and rebuilding the community trust through fostering strong relationships.

The Organization

Incorporated in 1888, the City of South Pasadena has approximately 208 employed positions, of which about 163 FTEs are full-time employees. The City organization includes the following nine departments:

1. **City Manager's Office:** Responsible for Communications and Community Engagement, Economic Development, Legislation, and Social Services Oversight.
2. **Management Services:** Responsible for City Clerk Division, Human Resources/Risk Management and Information Technology.
3. **Finance:** Responsible for Utility Billing and Business License oversight,
4. **Public Works:** Responsible for Engineering/Capital Projects, Street Maintenance, Park Maintenance, Water, Sewer Pipeline Maintenance and Facilities.
Community Development: Responsible for Code Enforcement, Planning, Building & Safety, and Housing.
5. **Police:** Provides Street and Traffic Patrol Services, Crime Investigation and Analysis, Parking Enforcement, and oversees a Community Crime Prevention Program.
6. **Fire:** Provides Fire/ Rescue Services, Paramedics, Safety Education, Fire Inspections, Plan Reviews, and Emergency Management.
7. **Community Services:** Responsible for Recreation/Leisure Services and Dial-a-Ride Transit, and Senior Services.
8. **Library:** Responsible for public Library services, including Library administration and providing educational resources to the community.

The City's General Fund annual budget is approximately \$41.7 million with all funds (including proprietary funds) totaling about \$75.7 million.

Council/City Manager Form of Government

The City has adopted a Council/City Manager form of government with the City Council appointing the City Manager and City Attorney, and the operations of the City organized under the City Manager.

City Adopted Strategic Plan 2021-2026

The City's most recent Strategic Plan encompasses Fiscal Years (FY) 2021-2026 and was adopted December 15, 2021. The Strategic Plan includes the following overarching goals to (1) Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future; (2) Create a Strong Economic Development Strategy to Strengthen Local Business; (3) Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts; (4) Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs; (5) Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs; and (6) Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Citizen Engagement, Commissions, and Committees

As the City places a premium on citizen engagement, the City maintains many standing Advisory Commissions/Committees, and establishes Ad Hoc Committees as needed. The

website redesign should prioritize accessibility of information and the user-friendly element for both internal and external users. The website is the first, and sometimes the only, experience for ‘visitors’ to South Pasadena, and should closely reflect the premier City, programming, services, quality of life and robust experience that South Pasadena offers, beginning with our online presence.

The website is surely a resource in communication information such as calendars of events, programmatic efforts, current events and news for residents and community members, but should also be a resource for legal and other documents, forms for subscriptions or applications, payment facilitation, recreational reservations, minutes and agenda documents for City Council and for appointed bodies, and more.

Website Redesign Goals

Goal 1: Functional Capabilities and Necessities of the Website

Accessible Navigation and Information

- Strong structure and page layout design with templates that may optimize the user experience on the content management system end.
- Easy to find information that requires 1-3 clicks for visiting users.
- Search functionality including a visible search bar that generates relevant information to the search terms.
- ADA compliance and best practices. This includes font enlargement capability and possibly optional multilingual content support.

Administrative and Content Management System

- Easy functionality to update, delete, and create content from any device with internet access.
- Document storage for files of large sizes, and ability to search for these files in the back-end.
- Image repository organized by department or folders.
- Content scheduling capabilities for content to automatically publish and expire.
- Content approval workflows.
- Permissions to allow administrators to establish levels of posting rights for staff.
- Printable pages.
- Site statistics and analytics for administrators to pull easily.
- Compatibility with various software that the City has currently implemented including the mobile application, and other electronic permitting applications currently implemented by the City.

Goal 2: Project Management Partnership towards Implementation

Working Closely With City Project Lead

- Working closely with City staff on determining a new website map plan.
- Working closely with City staff on meeting timelines goals and communicating any changes.
- Launching the fully-functioning website by November 15, 2023.

Training Staff

- Lead training sessions for various groups of City staff including Department Directors, communications staff, and staff who may also be involved in the back-end.
- Provide technical assistance through phones, email, and chat.
- Provide tools for self-service training including video tutorials or documents.

Scope of Work

The successful bidder will design and develop a new general municipal website for the domain www.southpasadenaca.gov that utilizes current web, mobile, and social media technology to better engage and inform the constituency. Additionally, the successful bidder will provide and fully configure a content management system to manage the newly developed site. The proposed services must include installation, configuration, start-up services, migration of existing content, onsite training of City staff on use and maintenance of the system, as well as ongoing technical and service support.

All software is subject to final acceptance testing by the City. The awarded bidder will also offer custom configuration and programming services as needed to fulfill the minimum functional requirements set forth within this RFP. The terms to the agreement will be a contract for a period of five (5) years. This agreement may be extended, on the same terms and conditions for an additional five (5) years, on a one (1) year basis, if the City exercises the option to do so.

The City intends to obtain the services of a qualified firm to provide city website development and management services as outlined below.

1. Initial Meetings and Analysis
 - a. Meeting with City staff weekly or bi-weekly in the first month upon agreement to
 - i. Coordinate tasks
 - ii. Discuss relevant steps
 - iii. Analyze current website
 - iv. Identify and determine documents, data, and other needed information to be integrated into new website, and
 - v. Discuss and determine theme, branding, and look of the website.
2. Newly Designed Website
 - a. The newly designed website is required to have
 - i. Modern look and functionality

- ii. Intuitive of 3 click to access most content from the home page
- iii. Fully functional search tool that population most relevant pages to key words
- iv. Efficient use of menus,
- v. Adaptability to all devices including computers and mobile devices, and
- vi. Ability to integrate with the City's mobile application, SouthPas Mobile.

3. Content Management System (CMS)

- a. The new CMS is required to
 - i. Provide for easy configuration, editing, and maintenance of the City website by staff
 - ii. Include a search system for City staff to easily access uploaded documents, photos, and other website elements
 - iii. Have the capability for to assign specific roles to City staff including that of administrative roles and editing roles
 - iv. Have the capability for staff to upload large files, including large agendas or documents
 - v. Have a user-friendly and efficient editing interface with templates and branding fonts and color suggestions populated.

4. Content Migration

- a. The new website is required to have the capability for
 - i. Installation of existing document archives into new website structure
 - ii. A fully operational website framework to allow City staff to begin updating and migrating information
 - iii. Integration of all e-government applications.
- b. The Vendor shall assist in importing and installing existing document archives.

5. Webmaster Services

- a. The website vendor is required to
 - i. Provide ongoing trainings for staff during the initial stages of the website, and as needed
 - ii. Provide knowledge on updates, new tools, and features
 - iii. Provide 24/7 support through a call system and through email and,
 - iv. Provide reports as needed to the City.

6. Security

- a. The website vendor is required to
 - i. Use data encryption and secure website connections

- ii. Ensure data security and no City data is shared with parties or entities without prior City agreement, and
- iii. Ensure that the City is notified of any compromise of City data by cloud service providers or third parties.

7. Completed Website

- a. Testing
 - i. Provide for a testing environment prior to go live for users
- b. Training
 - i. Provide on-site and online training for content creation, navigation and ongoing as needed
 - ii. Provide the City with a manual for content creation, navigation and management of the website
- c. Go Live
 - i. Provide support as needed through the go live period
 - ii. Resolve issues that arise as the website goes live

Proposal Form and Content

A. Proposal Submittal

All pages of the proposal must be numbered consecutively. The proposal must be organized in accordance with the list of proposal contents. The proposal must provide specific and succinct responses to all questions and requests for information.

B. Letter of Transmittal

Include a cover letter signed to include the vendor or company's name, address, telephone number and e-mail address of the Respondent submitting the proposal. In addition, the name, title, address, telephone number, fax number, and e-mail address of the person or persons who are authorized to represent the Respondent and to whom correspondence should be directed shall be included.

C. Table of Contents

Include a clear identification of the submitted material by section and by page number.

D. Summary

Introduce the proposal and summarize an overview of how the vendor will assist the City of South Pasadena in achieving the goals outlined herein.

E. Scope of Work and Statement of Project Understanding

Include a section titled "Scope of Work and Statement of Project Understanding," which shall include a description of your firm's understanding of the project, a description of your firm's approach to the work, and a preliminary project schedule. It is the responsibility of the Consultant to submit a proposal that contains all of the services necessary for the successful delivery of the project.

If there are services listed in this RFP that the Respondent will not be able to provide, please be certain to address such in your response.

F. Background and Experience

Include an overview of the vendor's company, experience with working for local government municipalities, and any other information or references that the City may be able to review.

G. Product Availability and Options for Consideration

1. Different kinds of products offered and how the vendor will determine the best product for the City.
2. At least three references including other client's names, website URL, and the person or contact that worked with the vendor for their website redesign services.

H. Approach to Transition

Include an overview or plan on how the vendor will assist the City transition to a new product. This overview should include how the vendor will work with staff to ensure a smooth transition, and a plan to integrate existing databases, products, and software into the new product.

Contract Management

The City Manager's team will actively and regularly work with the City's designated Website Committee, comprised of staff and the Mayor to review submissions, track progress, flag challenges, and design course corrections to achieve the City's goals.

Contract Payment

The City of South Pasadena issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed, or as permitted through the City's Purchasing Policy.

Review and Selection Process

Process

The City Manager's Office leads an Interdepartmental Communications and Engagement Team (ICE-T), that is working together with the Mayor in this RFP process. Upon closing of the RFP period, the group will review all submitted materials, and schedule a follow-up demonstration meeting with the top candidate firms. The group will then evaluate all firms and products, and make a determination on the best firm and product to move forward with. Respondents will be evaluated on the basis of experience, cost, qualifications, and approach to the services requested. The Respondent determined best qualified and best fit to perform this service for the City of South Pasadena, and staff will move forward on award of contract and the implementation process.

Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

1. Experience and qualifications identified in the Proposal.
2. Cost of providing services.
3. Complete and clear response to requested matters in the Proposal.
4. Communication skills, including responsiveness and a collaborative and cooperative approach with staff and leadership.
5. References from other client municipalities.
6. Transition plan.
7. Other qualifications and criteria as deemed appropriate by the City Council.

Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
RFP Release	March 27, 2023	Final RFP to be released for 40 days with direct solicitation of vendors and to Planet Bids
Addendum Release	April 6, 2023	If needed, an addendum or correction of information for the RFP, to be submitted
Proposal Deadline	May 22, 2023	Closing date of RFP; all proposals should be submitted to the City Clerk's Office by 6:00 PM
Responses to Sub-Committee	May 23, 2023	Staff to transmit all RFP responses to the members of the Website Redesign Committee
Complete Initial Review	May 31, 2023	Staff and committee to complete initial review to identify qualified candidates
Interviews	June 5, 2023 (week of)	Meetings to be scheduled with the top 3 qualified vendors
Award of Contract	City Council awards contract at open meeting June 21, 2023 (alternate: July 19, 2023)	Share Award of Contract with selected vendor
Begin Redesign Process	July 24, 2023	Initial meeting with vendor to kick-off planning for redesign
Meet Weekly or Bi-Weekly with Vendor on Progress		
Complete Redesign Process	October 23, 2023 (tentative)	Complete redesign prior to launching to community
Staff Trainings	October 23, 2023 (week of)	Begin training for staff, directors, and CMS users
Launch to Community	December 4, 2023	Official launch of website
Continuous follow up and assistance from vendor		

Proposal Submission

Proposals shall be responsive to the questions set forth in this Request for Proposals. All materials which are submitted may be deemed to be part of the responding proposal, and may be incorporated in any subsequent contract between the City and any selected Respondent. Proposals should be submitted in a sealed package, clearly marked "Response to RFP CM-23-002- Website Redesign".

One (1) unbound copy, five (5) bound copies and one (1) electronic copy in PDF format on a flash drive must be received no later than 6:00 PM, Monday, May 22, 2023 at the City of South Pasadena City Clerk's Office. Late proposals will not be accepted.

Proposals shall be addressed to:
Mary Jerejian
Management Analyst
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030-3214

Terms & Conditions

Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of South Pasadena, California for the services identified in this RFP.
2. City: The City of South Pasadena and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of South Pasadena, City Manager's Office.
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.

10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of South Pasadena after all factors have been evaluated.
10. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
11. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

13. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.
15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
17. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
18. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
19. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
20. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
21. If the Contractor elects to use subcontractors, the City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

23. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
24. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
29. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

Contract Terms & Conditions

1. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded

Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
3. The South Pasadena Municipal Code (SPMC) requires all businesses operating in the City of South Pasadena to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Community Development, Fire, and/or Police Departments. Additional information is available at <https://www.southpasadenaca.gov/government/departments/finance/business-license>.
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.
5. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor’s breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project’s Contractor’s compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor’s control, in the performance of work or services under this Contract (collectively “Claims” or individually “Claim”).
6. In addition to Contractor’s duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor’s expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify

Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
10. The provisions of this Section shall survive the expiration or termination of this Contract.
11. [PUBLIC WORKS OF IMPROVEMENT ONLY: Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
12. **FEDERAL DAVIS BACON REQUIREMENTS (FEDERALLY ASSISTED CONTRACTS ONLY):** Federal-aid Work is subject to the requirements of the Davis Bacon Act. The contractor to whom the contract is awarded must comply with the Federal Wage Decision contained in Division E of the Specifications and all record keeping requirements of the Davis Bacon Act.
13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 9th floor, City Hall, 411 West Ocean Boulevard, South Pasadena, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2020-2 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

14. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.
15. Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
16. Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of South Pasadena. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of South Pasadena reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.
17. **APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER \$30,000 ONLY):** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.
18. **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.
19. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal,

state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.]

Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <https://pbsystem.planetbids.com/portal/44654/portal-home>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City will respond with a decision regarding the protest within five (5) business days of receipt of the protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with

these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

ATTACHMENT 3
Granicus LLC Agreement

Attachment is forthcoming.

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City Council Agenda Report

ITEM NO. 26

DATE: July 19, 2023

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

PREPARED BY: Paul Riddle, Fire Chief

SUBJECT: **Public Hearing to Confirm Charges Assessed by the County of Los Angeles Department of Agricultural Commissioner Weights and Measures for the Abatement of Hazardous Vegetation on Respective Parcels of Unimproved Private Properties Constituting a Fire Hazard**

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to object or receive an explanation of pending charges, confirm the charges set forth in the 2023 Los Angeles County Report on the Cost of Weed Abatement.

Executive Summary

Approximately one-quarter of the City of South Pasadena (City) is identified in the City's Municipal Code, Chapter 14, as a "high risk fire area." The high risk area is defined as those properties located South of Monterey Road, extending to the city boarder, and West of Meridian Avenue, extending to the city boarder. To help mitigate the fire hazard associated with this flammable vegetation, the City contracts with the County of Los Angeles Agricultural Commissioner/Weights and Measures' Office (Agricultural Commissioner or County) to provide vegetation management services.

Background

The vegetation management program offered through the County of Los Angeles is available to all 88 cities in the county. The City has participated in this program since 2011. The program is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the County to respond to questions from homeowners relating to brush clearance and hazard abatement procedures.

On an annual basis, the Agricultural Commissioner provides brush clearance and vegetation management services within the City. The vegetation management program inspects unimproved and designated private properties within the City.

Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the affected properties on or before February 1, 2023, advising them of the need to maintain parcels free from hazardous vegetation. On February 1, 2023, the City Council adopted Resolution No. 7801, which designated the County as the proper party to give notice to destroy seasonal and recurrent weed abatements which are a fire nuisance.

The County identified 87 properties in the City of South Pasadena that required an inspection and or clearance of hazardous vegetation. Property owners had the option of clearing their properties and if not, the County would abate the hazardous vegetation and the cost would constitute a special assessment against their property.

Analysis

The County completed its abatement of those properties where the owner did not remove the hazardous vegetation. The County has transmitted to the City the list of properties upon which abatement charges for the removal of hazardous vegetation will be assessed along with the corresponding amounts. This is referred to as the "Report on the Cost of Weed Abatement" and is attached for the City Council's review ("Report").

Property owners liable for the charges are provided an opportunity to be heard by the City Council and lodge any objections. If an objection occurs, the City Council may modify the Report if the Council deems it necessary or the City Council may overrule the objection. Otherwise, the Report should be confirmed and the County will place an assessment on the properties to recover their costs for the abatement.

Fiscal Impact

The City incurs no financial liability for the inspection or abatement of the brush and vegetation on the designated private properties. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs. Reference is hereby made to Resolution No. 7801 for further particulars.

Key Performance Indicators and Strategic Plan

This item is in line with the Fire Department's Key Performance Indicator to complete 100% of brush inspections annually, as identified in the Fiscal Year 2023-2024 Budget. In addition, this item addresses section 3(e) of the Adopted 2021-2026 Strategic Plan, which identifies controlling/mitigating hazardous vegetation in the City's high hazard brush area.

Commission Review and Recommendation

This matter was not reviewed by the Public Safety Commission.

Public Notification

On or before February 1, 2023, the Agricultural Commissioner sent out annual weed abatement notices to property owners of the properties identified in Resolution No. 7801.

Public Hearing on Weed Abatement Charges
July 19, 2023
Page 2 of 2

As required by the Government Code, the 2023 Report has been posted outside the Amadee O. "Dick" Richards Jr. Council Chambers, 1424 Mission Street, South Pasadena CA 91030, on July 12, 2023.

Attachments:

1. Resolution No.7801
2. 2022-2023 Report on the cost of weed abatement

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ATTACHMENT 1
Resolution No. 7801

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RESOLUTION NO. 7801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

WHEREAS, On March 17, 2021, the South Pasadena City Council approved a five-year contract with the Los Angeles County Agriculture Commissioner's Office to provide hazardous vegetation management services within the City of South Pasadena (City); and

WHEREAS, the City is located in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation.

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

SECTION 1. That the weeds, brush, or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

SECTION 4. That the private property, together with streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto as "Exhibit A," and by this reference made a part hereof as though set forth in full at this point.

SECTION 5. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH AND REFUSE**

Notice is hereby given that on February 1, 2023, the City Council of the City of South Pasadena passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse, otherwise they may be removed and the nuisance abated by County authorities and the cost of removal assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed, and such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a Public Hearing of the City Council of said city to be held at 1424 Mission Street, South Pasadena, CA 91030, in the Council Chamber on February 15, 2023, at 7:00 p.m., where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearings.



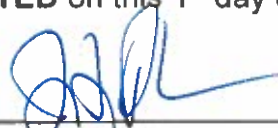
Desiree Jimenez, CMC
Chief City Clerk

BE IT THEREFORE RESOLVED THAT the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 15th day of February, 2023, at the hour of 7:00 p.m. of said day, is the day and hour, and the meeting room of the City Council of the City of South Pasadena is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.


BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 15, 2023.

PASSED, APPROVED AND ADOPTED on this 1st day of February, 2023.



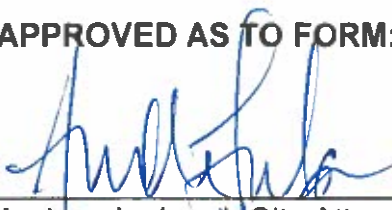
Jon Primuth, Mayor

ATTEST:



Desiree Jimenez, CMC
Chief City Clerk

APPROVED AS TO FORM:



Andrew L. Jared, 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 1st day of February, 2023, by the following vote:

AYES: Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth

NOES: None.

ABSENT: None.

ABSTAINED: None.



Desiree Jimenez, CMC
Chief City Clerk

EXHIBIT A

2023
LOS ANGELES COUNTY
DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 002 064	CAMINO DEL SOL	L S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 002 070	HANSCOM DR	LEVY,SAMUEL S	P O BOX 556537	LOS ANGELES CA	90255
5308 002 072	CAMINO DEL SOL	S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 020 027	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 021 001	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 022 002	HANSCOM DR	BROSMAN,NICOLE A	353 MONTEREY RD	SOUTH PASADENA CA	91030
5308 022 003	HANSCOM DR	KWONG DEVELOPMENT INC	1743 CAMINO LINDO	SOUTH PASADENA CA	91030
5308 022 004	HANSCOM DR	KWONG DEVELOPMENT INC	1743 CAMINO LINDO	SOUTH PASADENA CA	91030
5308 022 005	HANSCOM DR	BOGDAN, SANDOR & NITZA	5825 KESTER AVE	SHERMAN OAKS CA	91411
5308 023 007	PETERSON AVE	JAMJOOM,TALAL M	453 E PUTNAM AVE APT 1L	COS COB CT	06807
5308 023 015	HANSCOM DR	YELDING SOLAN, JOHN P TR	227 GOUGJ ST	SAN FRANCISCO CA	94102
5308 024 017	HANSCOM DR	IMBUS, CHARLES E TR	1074 GLEN OAKS BLVD	PASADENA CA	91105
5308 024 034	1903 HANSCOM DR	LIU,QUAN	121 N SAN GABRIEL BLVD	SAN GABRIEL CA	91775
5308 025 027	PETERSON AVE	CHU, WILLIAM	1825 HANSCOM R	SOUTH PASADENA CA	91030
5308 027 007	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 008	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 016	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 017	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 018	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 019	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 020	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 031 001	PETERSON AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108

2023
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SOUTH PASADENA
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 031 039	PETERSON AVE	JAMJOOM,TALAL M	453 E PUTNAM AVE APT 1L	COS COB CT	06807
5308 031 040	PETERSON AVE	JAMJOOM,TALAL M	453 E PUTNAM AVE APT 1L	COS COB CT	06807
5308 031 041	PETERSON AVE	JAMJOOM,TALAL M	453 E PUTNAM AVE APT 1L	COS COB CT	06807
5308 031 042	PETERSON AVE	WANG, KEN	147 PALATINE DR	ALHAMBRA CA	91801
5308 031 052	PETERSON AVE	YAO, CAROLINE	156 PETERSON AVE	SOUTH PASADENA CA	91030
5308 031 053	PETERSON AVE	YAO, CAROLINE	156 PETERSON AVE	SOUTH PASADENA CA	91030
5308 031 054	PETERSON AVE	YAO, CAROLINE	156 PETERSON AVE	SOUTH PASADENA CA	91030
5308 031 055	PETERSON AVE	YAO, CAROLINE	156 PETERSON AVE	SOUTH PASADENA CA	91030
5308 032 006	PETERSON AVE	LEUNG, ERIC W AND NANCY X	4641 S HUNTINGTON DR	LOS ANGELES CA	90032
5308 032 009	PETERSON AVE	DUNAWAY, CAM T TR	710 FARVIEW AVE	SOUTH PASADENA CA	91030
5308 032 012	HANSCOM DR	YANG, ABRAHAM CST DN	12012 LOWER AZUSA RD	EL MONTE CA	91732
5308 032 044	PETERSON AVE	KWONG, EUNIA Y TR	1900 PETERSON AVE	SOUTH PASADENA CA	91030
5308 032 045	PETERSON AVE	KWONG, EUNIA Y TR	1900 PETERSON AVE	SOUTH PASADENA CA	91030
5308 034 004	HULBERT AVE	NGUYEN,TIM HOANG CO TR	10655 KINNARD AVE APT 205	LOS ANGELES CA	90024
5310 021 009	BONITA AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5310 022 013	BONITA AVE	KAROGLU,VARUJAN	3398 HEATHER FIELD DR	HACIENDA HEIGHTS CA	91745
5310 026 010	ONEONTA DR	ZHUANA, YAN	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5310 026 011	ONEONTA DR	ZHUANA, JINRU	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5311 001 018	5 PASADENA AVE	99 PASADENA AVE LLC	538 MISSION ST	SOUTH PASADENA CA	91030
5311 007 019	KOLLE AVE	FRANCO,LUCIO AND OLIVIA	810 ROLLIN ST	SOUTH PASADENA CA	91030
5311 008 033	ST ALBANS AVE	KIM,JOSEPH W	420 S SAN PEDRO ST APT 208	LOS ANGELES CA	90013
5311 008 039	ST ALBANS AVE	RETINO, CLAIROSE B	20045 E SKYLINE DR	WALNUT CA	91789

2023
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SOUTH PASADENA
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5311 009 055	CAMINO DEL CIELO	WILLIAMSON,KATHLEEN D TR	PO BOX 686	SOUTH PASADENA CA	91031
5311 009 056	CAMINO DEL CIELO	WILMS,NANCY M AND ROBERT S	1457 OAKCREST AVE	SOUTH PASADENA CA	91030
5311 009 057	CAMINO DEL CIELO	AIT MANAGEMENT LLC	330 GODDARD	IRVINE CA	92618
5311 009 058	CAMINO DEL CIELO	KWOK,GEORGE AND	300 CAMINO DEL CIELO	SOUTH PASADENA CA	91030
5311 010 010	MONTEREY RD	MPPA LP	2211 S HACIENDA BLVD UNIT 110	HACIENDA HEIGHTS CA	91745
5311 010 012	MONTEREY RD	MPPA LP	2211 S HACIENDA BLVD UNIT 110	HACIENDA HEIGHTS CA	91745
5311 010 015	MONTEREY RD	MPPA LP	2211 S HACIENDA BLVD UNIT 110	HACIENDA HEIGHTS CA	91745
5311 010 027	MONTEREY RD	CASEBEER,PAUL	259 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 028	MONTEREY RD	MPPA LP	2211 S HACIENDA BLVD UNIT 110	HACIENDA HEIGHTS CA	91745
5311 010 029	MONTEREY RD	MPPA LP	2211 S HACIENDA BLVD UNIT 110	HACIENDA HEIGHTS CA	91745
5311 010 030	MONTEREY RD	MPPA LP	2211 S HACIENDA BLVD UNIT 110	HACIENDA HEIGHTS CA	91745
5311 014 042	INDIANA AVE	LI,DAVID S	1441 LAKE SHORE AVE	LOS ANGELES CA	90026
5311 014 043	INDIANA AVE	NEGRETE,TONY CO TR	1507 INDIANA AVE	SOUTH PASADENA CA	91030
5311 014 048	INDIANA AVE	QUARESMA, DIANE TR	260 W RUMBLE APT A	MODESTO CA	95350
5311 015 005	SAINT ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 006	ST ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 022	ST ALBANS AVE	ST ALBANT LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 015 023	ST ALBANS AVE	ST SLBANT LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 017 020	WARWICK AVE	CASSENAER, STUN	249 N EUCLID AVE UNIT 212	PASADENA CA	91101
5311 017 021	WARWICK AVE	CASSENAER, STUN	249 N EUCLID AVE UNIT 212	PASADENA CA	91101
5312 002 007	MONTEREY RD	SOUTH PASADENA VILLAS LLC	766 COLORADO BLVD STE 102	PASADENA CA	91101
5312 002 008	MONTEREY RD	SOUTH PASADENA VILLAS LLC	766 COLORADO BLVD STE 102	PASADENA CA	91101

2023
 LOS ANGELES COUNTY
 DECLARATION LIST
 CITY OF SOUTH PASADENA
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5312 002 009	MONTEREY RD	SOUTH PASADENA VILLAS LLC	766 COLORADO BLVD STE 102	PASADENA CA	91101
5312 002 025	MONTEREY RD	SOUTH PASADENA VILLAS LLC	766 COLORADO BLVD STE 102	PASADENA CA	91101
5312 016 014	HARRIMAN AVE	YAMAMURO,HITOMI TR	2482 BRIGDEN RD	PASADENA CA	91104
5312 016 015	HARRIMAN AVE	PARK,KON SOK AND	330 W 11TH ST UNIT C09	LOS ANGELES CA	90015
5312 016 016	HARRIMAN AVE	ISLS PROPERTIES LLC	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 016 017	HARRIMAN AVE	ISLS PROPERTIES LLC	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 017 025	HILL DR	GAVINA, FRANCISCO	84 CLUB RD	PASADENA CA	91105
5312 017 042	HARRIMAN AVE	HUANG, KING M CO TR	PO BOX 4012	MENLO PARK CA	94026
5312 017 043	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 044	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 049	HARRIMAN AVE	HUANG, K M AND K E FAMILY LTD	PO BOX 4012	MENLO PARK CA	94026
5312 020 012	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	11724 CULVER BLVD #9	LOS ANGELES CA	90066
5312 020 022	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	11724 CULVER BLVD #9	LOS ANGELES CA	90066
5314 005 017	INDIANA TERR	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5314 005 021	619 INDIANA TERR	KIM, YONG J AND	716 VALLEY VIEW RD	SOUTH PASADENA CA	91030
5314 005 045	ALTA VISTA AVE	VALENSI,NICHOLAS AND	529 5TH AVE 4TH FL	NEW YORK NY	10017
5314 006 005	ALTA VISTA AVE	ZHANG, YI TR	PO BOX 101154	CHICAGO IL	60610
5314 007 017	ALTA VISTA AVE	GETMAN, DANA L AND	60 SUMMIT ST UNIT 3	BROOKLYN NY	11231
5314 008 014	INDIANA AVE	SETO,VANESSA AND	PO BOX 70519	PASADENA CA	91117
5314 018 010	BANK ST	LEE,TYLER AND	857 BANK ST	SOUTH PASADENA CA	91030
5314 026 050	ROLLIN ST	PAN, CHIU SUNG AND	1423 MAPLE ST	SOUTH PASADENA CA	91030

2023
LOS ANGELES COUNTY
DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
				TOAL VACANT/IMPROVED RECORDS	0
				TOTAL UNIMPROVED RECORDS	87
				TOTAL RECORDS	87

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ATTACHMENT 2
2022-2023 Report on the cost of weed abatement

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CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
F	5308	002	064	06	654	48.09
F	5308	002	070	06	654	48.09
F	5308	002	072	06	654	48.09
F	5308	020	027	06	654	48.09
F	5308	021	001	06	654	48.09
F	5308	022	002	06	654	48.09
F	5308	022	003	06	654	48.09
F	5308	022	004	06	654	48.09
F	5308	022	005	06	654	48.09
F	5308	023	007	06	654	48.09
F	5308	023	015	06	654	48.09
F	5308	024	017	06	654	48.09
F	5308	024	034	06	654	48.09
F	5308	025	027	06	654	48.09
F	5308	027	007	06	654	48.09
F	5308	027	008	06	654	48.09
F	5308	027	016	06	654	48.09
F	5308	027	017	06	654	48.09
F	5308	027	018	06	654	48.09
F	5308	027	019	06	654	48.09
F	5308	027	020	06	654	48.09
F	5308	031	001	06	654	48.09
F	5308	031	039	06	654	48.09
F	5308	031	040	06	654	48.09
F	5308	031	041	06	654	48.09
F	5308	031	042	06	654	48.09
F	5308	031	052	06	654	48.09
F	5308	031	053	06	654	48.09
F	5308	031	054	06	654	48.09
F	5308	031	055	06	654	48.09
F	5308	032	006	06	654	48.09
F	5308	032	009	06	654	48.09
F	5308	032	012	06	654	48.09
F	5308	032	044	06	654	48.09
F	5308	032	045	06	654	48.09
F	5308	034	004	06	654	48.09
F	5310	021	009	06	654	48.09
F	5310	022	013	06	654	48.09
F	5310	026	010	06	654	48.09
F	5310	026	011	06	654	48.09
F	5311	001	018	06	654	48.09
F	5311	007	019	06	654	48.09
F	5311	008	033	06	654	48.09

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
F	5311	008	039	06	654	48.09
F	5311	009	055	06	654	48.09
F	5311	009	056	06	654	48.09
F	5311	009	057	06	654	48.09
F	5311	009	058	06	654	48.09
F	5311	010	010	06	654	48.09
F	5311	010	012	06	654	48.09
F	5311	010	015	06	654	48.09
F	5311	010	027	06	654	48.09
F	5311	010	028	06	654	48.09
F	5311	010	029	06	654	48.09
F	5311	010	030	06	654	48.09
F	5311	014	042	06	654	48.09
F	5311	014	043	06	654	48.09
F	5311	014	048	06	654	48.09
F	5311	015	005	06	654	48.09
F	5311	015	006	06	654	48.09
F	5311	015	022	06	654	48.09
F	5311	015	023	06	654	48.09
F	5311	017	020	06	654	48.09
F	5311	017	021	06	654	48.09
F	5312	002	007	06	654	48.09
F	5312	002	008	06	654	48.09
F	5312	002	009	06	654	48.09
F	5312	002	025	06	654	48.09
F	5312	016	014	06	654	48.09
F	5312	016	015	06	654	48.09
F	5312	016	016	06	654	48.09
F	5312	016	017	06	654	48.09
F	5312	017	025	06	654	48.09
F	5312	017	042	06	654	48.09
F	5312	017	043	06	654	48.09
F	5312	017	044	06	654	48.09
F	5312	017	049	06	654	48.09
F	5312	020	012	06	654	48.09
F	5312	020	022	06	654	48.09
F	5314	005	017	06	654	48.09
F	5314	005	021	06	654	48.09
F	5314	005	045	06	654	48.09
F	5314	006	005	06	654	48.09
F	5314	007	017	06	654	48.09
F	5314	008	014	06	654	48.09
F	5314	018	010	06	654	48.09

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
F	5314	026	050	06	654	48.09
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGES		\$0.00
TOTAL UNIMPROVED PARCELS =			0	TOTAL CHARGES		\$0.00
TOTAL INSPECTION FEE ONLY PCLS =			87	TOTAL CHARGES		\$4,183.83
TOTAL PARCELS			87	TOTAL CHARGES		\$4,183.83

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City Council Agenda Report

ITEM NO. 27

DATE: July 19, 2023

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

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

SUBJECT: **Approval of City Council Meeting Minutes for June 22, 2022,
and July 20, 2022**

Recommendation

It is recommended that the City Council:

1. Approve the minutes for the June 22, 2022, Special Joint City Council Meeting (Commissioner Congress); and
2. Approve the minutes for the July 20, 2022, Regular City Council Meeting.

Executive Summary

The City Clerk's Division is diligently working on backlogged City Council meeting minutes dating back to May 2022. Attached to this staff report are meeting minutes for June 22, 2022 and July 20, 2022, 2022. Staff is committed to submitting the most recent meeting minutes, as well as two prior meeting minutes, at each council meeting for approval moving forward until minutes are current. Staff will maintain timely minutes thereafter.

Background

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

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

Analysis

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

Key Performance Indicators and Strategic Plan

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

Fiscal Impact

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

Attachments:

1. June 22, 2022, Special Joint City Council Meeting Minutes
2. July 20, 2022, Regular City Council Meeting Minutes

ATTACHMENT 1

June 22, 2022, Special Joint City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY COUNCIL
AND ADVISORY BODIES**

MINUTES

WEDNESDAY, JUNE 22 2022, A 6:00 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Advisory Bodies was called to order by Mayor Cacciotti on Wednesday, June 22, 2022, at 6:00 P.M. at War Memorial Building, located at 435 Fair Oaks Avenue, South Pasadena, Ca 91030.

ROLL CALL:

PRESENT

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

ABSENT

None

ROLL CALL OF COMMISSIONS:

Representatives from the following Commissions were present: Animal Commission, Cultural Heritage Commission, Design Review Board, Finance Commission, Library Board of Trustees, Mobility and Transportation Infrastructure Commission, Natural Resources and Environmental Commission, Planning Commission, Public Arts Commission, Public Safety Commission, Public Works Commission, Parks and Recreation Commission, Senior Citizen Commission, and Youth Commission.

Christina Munoz, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Christina Munoz, Deputy City Clerk, members of the Executive Team and Staff Liaisons to Advisory Bodies were present at Roll Call.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Cacciotti.

PUBLIC COMMENT

1. PUBLIC COMMENT

None.

PUBLIC HEARING

2. 2023 COMMISSIONER CONGRESS

Presentation of 2021-2023 Commission accomplishments and workplans.

A presentation was made by a member of each Commission.

Hearing no opposition, the presentations were received and filed.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 8:00 P.M. to the next Regular City Council meeting scheduled for July 20, 2022.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

ATTACHMENT 2

July 20, 2022, Regular City Council Meeting Minutes

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

MINUTES
WEDNESDAY, JULY 20, 2022, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, July 20, 2023, at 7:13 P.M. in the City Council Chambers, 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT

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

ABSENT

Councilmember	Jack Donovan
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Christina Munoz, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Domenica Megerdichian, Deputy City Manager; Andrew Jared, City Attorney; Christina Munoz, 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

Christina Munoz, Deputy City Clerk, led the Flag Salute.

A motion was made by Councilmember Mahmud, seconded by Mayor Pro Tem Primuth and approved by roll call vote to continue Item Nos. 12 and 25 to a special meeting on July 27, 2022. The motion carried 4-0-1, by the following vote:

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

CLOSED SESSION ANNOUCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

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. Maria Marroquin de Navarro, et al. v. City of South Pasadena, et al. (LASC Case No .20STCV07509)

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

- Property Address:
- 773 Bonita Drive
 - 901 Bonita Drive
 - 215 Fairview Avenue
 - 302 Fairview Avenue
 - 1037, 1039 Grevelia Street
 - 535 Meridian Avenue
 - 885 Oneonta Drive
 - 530 Orange Grove Avenue
 - 534 Orange Grove Avenue
 - 529 Prospect Avenue
 - 540 Prospect Avenue
 - 808 Valley View
 - 822 Valley View
 - 1131 Columbia Street
 - 216 Fairview Avenue
 - 217 Fremont Avenue
 - 225 Fremont Avenue
 - 1110 Glendon Way
 - 1002 Hope St.
 - 1008 Hope St.

726 Meridian Ave.
 1707 Meridian Avenue
 Agency Negotiator: Arminé Chaparyan, City Manager
 Negotiating Party: California Department of Transportation
 Under Negotiation: Price and terms

C. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

Property Address: 704 Mound Ave.
 712 Mound Ave.

Agency Negotiator: Arminé Chaparyan, City Manager
 Negotiating Party: Scott Hancock
 Under Negotiation: Price and terms

City Attorney Andrew Jared noted that the City Council recessed into Closed session at 4:15 P.M. with Councilmember Donovan absent. All other councilmembers were present.

City Attorney Jared reported that no action was taken. However, he did note that Item B. would be brought back at the July 7, 2022 open Special meeting.

PUBLIC COMMENT

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

In Person Comments:

Pan Ziyi spoke regarding a burglary.

Police Chief Solinsky spoke regarding increased police security, encouraged public reporting of crimes, and overtime for the Police Department.

Don Justin Jones spoke regarding the CalTrans properties.

Shlomo Nitzani spoke regarding the peafowl issue.

Geralyn Chen spoke regarding the peafowl issue.

Margaret Lee spoke regarding the peafowl issue.

Jonathan Tanaka spoke regarding the peafowl issue.

Karen Young spoke regarding the peafowl issue.

Edward spoke regarding the peafowl issue.

Anne Bagasao spoke regarding the need for ordinances that protect tenants.

Zoom Comments:

Yvonne La Rose spoke regarding elder abuse issues.

Armine Sarasgyan spoke regarding the California Department of Insurance and its functions.

Councilmember Zneimer motioned to agendize the Peafowl issue on the August 17, regular meeting, seconded by Mayor Pro Tem Primuth.

PRESENTATIONS

3. STAFF RECOGNITION

Public Works Director Ted Gerber congratulated Public Works Operations Manager Catrina Peguero, Deputy Public Works Director Anteneh Tesfaye Senior Civil Engineer Hasmik Korkis, and Public Works Senior Civil Engineer Ederson Gramajo on their recent Promotions.

Finance Director Ken Louie commended Accounting Manager Armine Trashian on her work with the city and wished her luck in her new role.

4. MERCHANT MINUTE – Cos & Pi

Laurie Wheeler, South Pasadena Chamber of Commerce, introduced Xochilt Perez and Casey Wiele owners of Cos & Pi, and played a short video.

5. PROCLAMATION DECLARING SUPPORT FOR AND STANDING IN SOLIDARITY WITH THE PEOPLE OF UKRAINE

Mayor Cacciotti presented a proclamation declaring support for and standing in solidarity with the people of Ukraine.

COMMUNICATIONS

6. COUNCILMEMBER COMMUNICATIONS

Councilmember Zneimer motioned to agendize the Finance ad hoc Committee final report on the August 17, 2022, regular meeting, seconded by Councilmember Cacciotti.

Councilmember Zneimer spoke regarding the Mobile Crisis Pilot Program, a collaborative social program between San Marino, Arcadia, South Pasadena, and San Gabriel Valley Council of Governments. She noted that the San Gabriel Valley Council of Governments had recently been awarded pro bono technical assistance for one year from Harvard’s Kennedy School Government Performance Lab for the Mobile Crisis Program. She went on to thank Lt. Robledo who offered his time to interview with the San Gabriel Valley Council of Governments.

Diana Mahmud spoke regarding various regional meetings that she recently attended, Water regulations to combat the drought, and the turf replacement rebate.

Mayor Pro Tem Primuth spoke regarding a recent Mobility, Transportation and Infrastructure Commission meeting that he attended. He went on to highlight a project on Meridian Avenue that was discussed during the meeting. He praised the Public Works Department for their attention to stop sign related issues. He spoke regarding recent meetings pertaining to the CalTrans properties. Lastly, he highlighted his recent meetings regarding the peafowl issue and evictions.

Mayor Cacciotti spoke regarding his recent attendance to the 50% completion of the gold line event. He went on to highlight the upcoming “Movies in the Park” event on Friday, Larry’s Union Service Catalytic Convertor etching service, the clean-up effort at the Arroyo Nature Park, and the upcoming Park events. Lastly, he highlighted staff’s work on the Festival of Balloons event and Fourth of July celebration.

Diana Mahmud announced the upcoming Senior Citizens Foundation’s inaugural Senior Champion Awards schedule for Monday, August 15, 2022 from 5 – 7 P.M. at the Senior Center.

7. CITY MANAGER COMMUNICATIONS

Deputy City Manager Domenica Megerdichian reminded the public to not leave pets or children unattended in cars due to the intense heat.

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

Deputy City Manager Domenica Megerdichian requested to have item 30 heard following the consent calendar.

Deputy City Manager Domenica Megerdichian continued Item Nos. 12 and 25 to a special meeting on July 27, 2022.

CONSENT CALENDAR

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Consent Calendar Item Nos. 10,11, 14, 15, 16, 20, and 21, as modified with the additional documents. Mayor Pro

tem Primuth requested to pull item No. 17 for separate discussion. Councilmember Zneimer requested to pull Item Nos. 18, 19 and 23 for separate discussion. Item Nos. 9 and 13 were pulled for separate discussion via public comment. The motion carried 5-0, by the following vote:

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

9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$239,516.07; GENERAL CITY WARRANTS IN THE AMOUNT OF \$1,162,092.02; ONLINE PAYMENTS IN THE AMOUNT OF \$105,541.62; TRANSFERS IN THE AMOUNT OF \$265,840.74; PAYROLL IN THE AMOUNT OF \$1,646,910.16

Recommendation

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

In Person Public Comment

Alan Ehrlich spoke regarding the City Attorney services invoices and bidding policy.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Consent Calendar Item No. 9, as presented by staff. Item No. 9 was pulled for separate discussion via public comment. The motion carried 4-0-1, by the following vote:

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

10. PRESENTATION OF CITY COUNCIL MEETING MINUTES

Recommendation

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

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

11. MONTHLY INVESTMENT REPORT FOR MAY 2022

Recommendation

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

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

12. 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.

This item was continued to the July 27, 2022 special City Council Meeting by Deputy City Manager Domenica Megerdichian.

13. CONFIRMATION OF SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER ARMINÉ CHAPARYAN

Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended City Manager’s employment agreement.

In Person Public Comment

Alan Ehrlich spoke regarding the City Manager’s Employment Contract.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item No. 13, as presented by staff. Item No. 13 was pulled for separate discussion via public comment. The motion carried 4-0-1, by the following vote:

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

14. ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY, FOR THE PERIOD OF AUGUST 16, 2022 THROUGH SEPTEMBER 15, 2022

RESOLUTION 7781

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE

MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF AUGUST 16, 2022 THROUGH SEPTEMBER 15, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

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

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

Resolution No. 7781 was adopted.

15. DISCRETIONARY FUNDS REQUEST FROM COUNCILMEMBER JACK DONOVAN FOR VARIOUS ITEMS

Recommendation

It is recommended that the City Council approve the following discretionary funds requests: \$500 to assist with the cost of flowers for the South Pasadena Tournament of Roses float, \$1,500 to assist with the cost of the Summer Concerts in the Park series, and \$1,500 and an additional \$1,500 for the Summer Movies in the Park.

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

16. AUTHORIZE THE CITY MANAGER TO ACCEPT A GRANT AWARD (MEASURE B) LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES IN AN AMOUNT NOT TO EXCEED \$85,060 FOR THE PURCHASE OF TWO CARDIAC MONITORS/DEFIBRILLATORS

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to accept a grant award from the Los Angeles County (County) Department of Health Services (DHS) Emergency Medical Services Agency (EMS Agency) in an amount not to exceed \$85,060;
2. Increase line-items for revenue "Miscellaneous Grants" 101-0000-0000-5071-003 and expenditure "Medical Supplies" 101-5010-5011-8025 by \$85,060;
3. Authorize the purchase of two cardiac monitor/defibrillators (Monitors) from Zoll Medical Corporation in the amount of \$84,989; and
4. Waive bidding requirements and authorize a single source purchase pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(11)(j).

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

17. APPROVAL OF RESOLUTIONS AND RELATED MATTERS FOR THE LIBRARY SPECIAL TAX

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE RELATING TO EXTENSION OF THE LIBRARY SPECIAL TAX ORDINANCE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, AS CALLED BY RESOLUTION NO. 7767

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION; AND TO REQUEST THAT THE REGISTRARRECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER FULL SERVICES TO THE CITY OF SOUTH PASADENA RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

Recommendation

It is recommended that the City Council:

1. Approve language and terms of the ballot measure to be presented to voters to extend the Library Special Tax to be effective on July 1, 2024 and remain in effect until otherwise terminated by majority vote of the electorate in South Pasadena; and
2. Adopt a resolution related to the November 8, 2022, General Municipal Election:
 - a. Submitting to the voters a question relating to the extension of the Library Special Tax Measure on the November 8, 2022 General Municipal Election ballot;
 - b. Directing the City Attorney to prepare an impartial analysis of the Library Special Tax Measure;
3. Approve requesting the County of Los Angeles to designate the measure (Measure) as Measure L (for library), with second alternative Measure LL, and third alternative Measure B (for “book”); and
4. Adopt a Resolution consolidating the General Municipal Election with the November 8, 2022 Countywide Election.

In Person Public Comment:

Sally Kilby spoke regarding the South Pasadena Loves our Library Committee

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 Consent Calendar Item No. 17, as presented by staff. This item was pulled for separate discussion by Mayor Pro Tem Primuth. The motion carried 4-0-1, by the following vote:

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

Resolution Nos. 7782 and 7783 were adopted.

18.ADOPT A RESOLUTION REESTABLISHING THE STREET NAME OF HAWTHORNE STREET AND UPDATE THE RAILROAD ALLEY STREET SIGNS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REESTABLISHING THE STREET NAME OF HAWTHORNE STREET

Recommendation

It is recommended that the City Council:

1. Adopt a resolution to reestablish the street name of Hawthorne Street for the roadway currently signed as ‘Railroad Alley’; and
2. Direct staff to update the ‘Railroad Alley’ street signs to ‘Hawthorne Street’ signs.

Moved by Councilmember Zneimer and seconded by Mayor Pro Tem Primuth.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Consent Calendar Item No. 18, as presented by staff. This item was pulled for separate discussion by Councilmember Zneimer. The motion carried 4-0-1, by the following vote:

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

Resolution No. 7784 was adopted.

19.APPROVAL OF AN AGREEMENT WITH THE SOUTH PASADENA CHAMBER OF COMMERCE (CHAMBER) FOR CONTINUED FUNDING FROM BUSINESS IMPROVEMENT TAX (BIT) REVENUES FOR ECONOMIC DEVELOPMENT ACTIVITIES

Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with the South Pasadena Chamber of Commerce (Chamber) for continued funding from Business Improvement Tax (BIT) revenues for economic development activities.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Councilmember Mahmud and approved by roll call vote to approve Consent Calendar Item No. 19, as presented by staff. This item was pulled for separate discussion by Councilmember Zneimer. The motion carried 4-0-1, by the following vote:

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

20. APPROVE A PURCHASE ORDER TO D&R OFFICE WORKS, INC. FOR WORKSTATIONS AT THE GARFIELD WATER DISTRIBUTION FACILITY

Recommendation

It is recommended that the City Council:

1. Accept a quote from D&R Office Works, Inc. for the purchase of twelve (12) workstations for the Garfield Water Distribution Facility, including delivery, assembly, and sales tax; and
2. Authorize the City Manager to execute a purchase order with D&R Office Works, Inc. in an amount not to exceed \$55,000, including the \$49,438.39 quoted price and a \$5,438.39 contingency.

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

21. AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH XEROX FINANCIAL SERVICES, LLC AND AN AGREEMENT WITH MRC SMART TECHNOLOGY SOLUTIONS, FOR THE LEASE OF TWELVE XEROX MULTI-FUNCTION COPIERS, AND MAINTENANCE SERVICES, FOR A FIVE-YEAR TERM

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a lease agreement with Xerox Financial Services, LLC, for the lease of twelve (12) Xerox multi-function copiers, at a monthly lease cost of \$2,000; and
2. Authorize the City Manager to execute a service agreement with MRC Smart Technology Solutions for the maintenance of the twelve (12) leased Xerox multi-function copiers, for a five-year term.

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

22. APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE SOUTH PASADENA PRESERVATION FOUNDATION (SPPF) FOR INSPECTION AND EVALUATION OF HISTORIC UNOCCUPIED CALTRANS SURPLUS HOMES

Recommendation

It is recommended that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the South Pasadena Preservation Foundation (SPPF) to inspect and evaluate the historic unoccupied surplus Caltrans properties, and to identify the character-defining features.

In Person Public Comment:

Joan Hillard spoke regarding the item.

Zoom Public Comments:

Mark Dalton spoke regarding the item.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Consent Calendar Item No. 22, as presented by staff. This item was pulled for separate discussion by Mayor Pro Tem Primuth. The motion carried 4-0-1, by the following vote:

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

23. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HBI INSPECTIONS FOR RESIDENTIAL INSPECTION SCOPE OF REPAIRS AND COST OF REPAIRS

Recommendation It is recommended that the City Council:

1. Review and approve of the Professional Services Agreement with HBI Inspections for residential inspection scope of repairs and cost of repairs services related to the Caltrans surplus unoccupied properties for a total not-to-exceed amount of \$140,000; and
2. Authorize the City Manager to execute any documents related to this Agreement. enter into a Professional Services Agreement with HBI Inspections for residential inspection scope of repairs and cost of repairs services related to the Caltrans surplus unoccupied properties for a total not-to-exceed amount of \$140,000.

Zoom Public Comment:

Mark Gallatin spoke regarding the item.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Zneimer, seconded by Mayor Pro Tem Primuth and approved by roll call vote to approve Consent Calendar Item No. 23, as presented by staff. This item was pulled for separate discussion by Councilmember Zneimer. The motion carried 4-0-1, by the following vote:

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

PUBLIC HEARING

24. PUBLIC HEARING ON CHARGES ASSESSED BY THE COUNTY OF LOS ANGELES DEPARTMENT OF AGRICULTURAL COMMISSIONER WEIGHTS AND MEASURES FOR THE ABATEMENT OF HAZARDOUS VEGETATION ON RESPECTIVE PARCELS OF UNIMPROVED PRIVATE PROPERTIES CONSTITUTING A FIRE HAZARD

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of pending charges, confirm the 2022 Los Angeles County Declaration List of Charges (LACo Declaration List).

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. 24, as presented by staff. The motion carried 4-0-1, by the following vote:

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

ACTION / DISCUSSION

25. 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.

This item was continued to the July 27, 2022 special City Council Meeting by Deputy City Manager Domenica Megerdichian.

26. DISCUSSION AND DIRECTION ON CITY HALL ELECTRIFICATION & RELATED IMPROVEMENT PROJECTS

Recommendation

It is recommended that the City Council:

1. Provide direction on the City Council’s interest in participating in the Southern California Edison (SCE) Charge Ready Program, including consideration of a 10-year commitment to share the cost of installing Level 2 electric vehicle chargers at City Hall parking lots (police department, fire department, and employee parking lots) to support Public Safety fleet electrification;
2. Provide direction to City staff on developing plans to install Level 3 electric vehicle chargers in the City Hall Police Department parking lot to support Public Safety fleet electrification; PUBLIC HEARING ACTION / DISCUSSION Regular Meeting Agenda July 20, 2022 Page 8
3. Provide direction on the City Council’s interest in participating in the Clean Power Alliance (CPA) Power Ready Program, including consideration of up to a 20-year commitment, to facilitate installation of solar panels at the Hope/Mound City parking lot and battery backup systems at City Hall to support building electrification;
4. Provide direction on the City’s participation in the Metropolitan Water District (MWD) Stormwater for Direct Use Pilot Program, including cost sharing the installation of stormwater capture and reuse equipment in and around the City Hall parking lots, to support related sustainability electrification improvements;
5. Set a date for a public hearing to adopt contracts for energy conservation/alternative energy supply, pursuant to California Government Code Section 4217.10.

Zoom Public Comment:

John spoke regarding climate change and the fleet electrification.

Recommendation Nos. 1,2, and 4 of this item were continued to a later meeting date by City Council Consensus.

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 Recommendation No. 3 to direct staff to bring back the proposed MOU with the Clean Power Alliance for its Power Ready Program. The motion carried 4-0-1, by the following vote:

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

27. PROVIDE DIRECTION REGARDING A PROPOSED MASTER LEASE AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ENTERPRISE FLEET MANAGEMENT INC. FOR POLICE DEPARTMENT FLEET TRANSITION TO BATTERY ELECTRIC VEHICLES

Recommendation

It is recommended that the City Council:

1. Provide direction regarding a Proposed Master Lease Equity Agreement between the City of South Pasadena and Enterprise Fleet Management Inc.; and
2. Provide direction regarding appropriation of \$304,124 for the leasing of ten (10) new Tesla Model Y and ten (10) Tesla Model 3 vehicles from Enterprise Fleet Management Inc.; and
3. Provide direction regarding appropriation of \$383,752 for a one-time down payment for twenty (20) vehicles from Enterprise Fleet Management Inc.; and
4. Provide direction regarding a 15% project contingency for unforeseen expenses, including inflationary cost pressures; and
5. Authorize the City Manager to execute all related documents on behalf of the City.

In Person Public Comment:

Alan Ehrlich spoke regarding electric vehicles.

Zoom Comments:

John – He spoke regarding electric vehicles.

This item was continued to a future City Council meeting date by City Council Consensus.

28. AWARD OF A CONTRACT FOR WASTE CONSULTANT IN SUPPORT OF AMENDING EXCLUSIVE REFUSE SERVICE AGREEMENT

Recommendation

It is recommended that the City Council award a contract with a consultant to assist the City in amending its current exclusive refuse service agreement with Athens Services as well as to assist the City in negotiating rates with its current exclusive refuse waste hauler.

COUNCIL ACTION AND MOTION

A motion was made by Mayor Pro Tem Primuth, seconded by Councilmember Mahmud and approved by roll call vote to approve Item No. 28, as presented by staff. The motion carried 4-0-1, by the following vote:

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

INFORMATION REPORTS

29. 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.

This item was continued to the July 27, 2022 Special City Council meeting date by City Council Consensus.

30. DISCUSSION OF HOUSING ELEMENT LETTER FROM THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND POSSIBLE DIRECTION TO STAFF ON STRATEGIES

Recommendation

It is recommended that the City Council:

1. Review HCD’s July 8, 2022, letter reviewing South Pasadena’s 2nd Draft Housing Element (Attachment 1); and,
2. Provide direction regarding strategies to address HCD’s comments.

In Person Public Comment:

Alan Ehrlich spoke regarding the Housing Element letter from the State Department of Housing and Community Development.

COUNCIL ACTION AND MOTION

Councilmember Mahmud directed staff to recommend that the Planning Commission review and discuss the proposed amendment to the Zoning Code’s inclusionary housing requirements, which staff is recommending be changed from 20% to 15% at the July 26, 2022 Special Planning Commission meeting.

Mayor Pro Tem Primuth and Councilmember Zneimer directed that the Planning Commission defer to staff’s recommendation when addressing the Zoning Code’s inclusionary housing requirements.

PUBLIC COMMENT – CONTINUED

31. CONTINUED PUBLIC COMMENT – GENERAL

None.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 1:44 A.M.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

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City Council Agenda Report

ITEM NO. 28

DATE: July 19, 2023

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

PREPARED BY: Brian Solinsky, Chief of Police
Alison Wehrle, Management Analyst
H. Ted Gerber, Public Works Director
David Peña, Transportation Program Manager

SUBJECT: **Review of the Huntington Drive and Marengo Avenue Intersection Second Crossing Guard Pilot Program and Approval of a Contract with All City Management Services, Inc. for Crossing Guard Services in an Amount Not-to-Exceed \$330,008.40 for Fiscal Year 2023-2024.**

Recommendation

It is recommended that the City Council:

1. Approve the continuation of a second crossing guard at Huntington Drive and Marengo Avenue;
2. Approve the contract with All City Management Services, Inc. for crossing guard services in an amount not to exceed \$330,008.40 for Fiscal Year 2023-2024 and authorize the City Manager to execute the contract; and
3. Approve the transfer of \$101,366.40 from General Fund reserves to the Account No. 101-4010-4011-8180 (Police Department-Contract Services) to fund the vendor's quoted "split shift" difference in cost for the crossing guard contract for FY 2023-2024.

Executive Summary

On July 27, 2022, the City Council approved the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue as part of a one-year pilot project, requesting the item be brought back before the end of the one-year period after an engineering review. On September 7, 2022, the City Council approved the Contract Amendment for All City Management Services (ACMS) in the amount of \$19,570.95 for a total not-to-exceed \$212,082.33 for the 2022-2023 fiscal year. The item before the Council this evening includes the approval of the 2023-2024 fiscal year contract for an amount not-to-exceed \$330,008.40.

Background

In 2016, the City Council approved a contract with ACMS for crossing guard services. ACMS holds over 30 years of experience, with 260 existing programs in 25 states, making the company the largest and most experienced crossing guard provider in the country, with contracts in place in a number of Southern California municipalities. ACMS assumes complete responsibility for managing all aspects for crossing guard services and providing general liability and workers' compensation insurance coverage.

City Staff has occasionally received requests for additional crossing guards at various locations throughout the City. These requests are typically received from parents of elementary school-aged children.

At the July 27, 2022, City Council Special Meeting, the Council approved the addition of a second crossing guard at the intersection of Huntington Drive and Marengo Avenue as part of a one-year pilot program for Fiscal Year 2022-2023 at the cost of \$19,570.95 for the additional crossing guard. The addition of the second crossing guard brought the ACMS contract to a total of \$212,082.33 for Fiscal Year (FY) 2022-2023, coinciding with the school year calendar.

The Council also directed staff to conduct pedestrian counts during the regular school year, perform outreach to schools, and obtain the services of a licensed traffic engineer to review the intersection of Huntington Drive and Marengo Avenue for potential intersection modifications, in lieu of the crossing guard. It was requested that the pilot project be brought back before the City Council before the end of the one-year period for additional review.

The contract was extended for a third and final two-year period and the amendment for the additional crossing guard was approved by the City Council on September 7, 2022. The 2023-2024 school year is the final year of the two-year extension.

Analysis

Following the approval of the addition of a second crossing guard at Huntington Drive and Marengo Avenue, deployment of crossing guards throughout the City followed the below placement:

Location	School
Marengo Avenue and Rollin Street	Marengo Elementary
Marengo Avenue and Monterey Road	Marengo Elementary
Marengo Avenue and Mission Street	Marengo Elementary
Marengo Avenue and Oak Street	Marengo Elementary
Marengo Avenue and Huntington Drive (two crossing guards; signalized intersection)	Marengo Elementary; shares hours with South Pasadena Middle School
Marengo Avenue and Bank Street	Marengo Elementary
Via Del Rey and Camino Cerrado	Monterey Hills Elementary

Location	School
Fair Oaks Avenue and Oak Street (signalized intersection)	South Pasadena Middle School
Pasadena Avenue and El Centro Street	Arroyo Vista School
El Centro Avenue and Cawston Street	Arroyo Vista School

As part of the procurement process for the second year of the City’s final two-year extension, staff has obtained quotes for the 2023-2024 fiscal year crossing guard services. The hourly rate for each crossing guard for the 2023-2024 Fiscal Year will increase to \$32.70, up from \$30.32 for the 2022-2023 fiscal year. The projected number of hours for Fiscal Year 2023-2024 has increased by 44% to 10,092, up from 6,994.8 hours for Fiscal Year 2022-2023. The figures can be found in the vendor worksheet quote (Attachment 1). On the vendor worksheet quote, the second crossing guard at Huntington Drive and Marengo Avenue is listed separately from the other 10 crossing guards, including the original single crossing guard at that location.

This significant increase in hours is due to the vendor’s need to increase “split-shift differential” compensation in order to properly comply with California labor laws. The vendor’s full explanation can be found in Attachment 2. The large increase in hours does result in a corresponding large increase to the overall value of the contract, compared to FY 2022-2023. The total estimated cost for FY 2023-2024 is \$330,008.40. This includes the continued deployment of a second crossing guard at Huntington Drive and Marengo Avenue for eleven (11) total crossing guards across the City, covering both the regular school year and 2024 summer school.

To conduct the intersection evaluation as directed by City Council, the Public Works Department utilized the services of an on-call consultant, Minagar & Associates (M&A). In the draft evaluation of the intersection of Huntington Drive and Marengo Avenue (Attachment 3), M&A identified several reoccurring concerns from residents based on public comments, such as speed violations along Huntington Drive which has a 40-mph posted speed limit, limited pedestrian visibility due to vehicles parked along Huntington Drive, violation on red lights while turning left from each direction (Marengo Avenue and Huntington Drive), vehicles making right turns without yielding to pedestrians, and other concerns.

M&A reviewed the existing conditions and tabulated all collisions in the City of South Pasadena from January 1, 2013 to December 31, 2022 using California Highway Patrol’s (CHP) Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley’s Transportation Injury Mapping System (TIMS) data. The ten-year data period revealed that out of the 743 collisions citywide, thirteen (13) collisions occurred near the vicinity of Huntington Drive and Marengo Avenue during school time, and a total of six (6) involved a pedestrian or cyclist. Four out of the six collisions involved a pedestrian or cyclist, and occurred during school time.

Furthermore, M&A performed vehicle traffic and pedestrian counts on Thursday, September 1, 2022 during the peak hours from 7:00 am to 9:00 am and 2:00 pm to 4:00 pm to account for the school's ingress and egress. The counts revealed that the highest singular corner pedestrian counts occurred in the AM with 54 pedestrians, while 23 pedestrians traversed in the PM, a 58 percent decrease. On-site observations also showed how motorists attempted to make a left turn as quickly as possible while traveling southbound on Marengo Avenue to eastbound Huntington Drive.

To address the core issues such as speeding and pedestrian visibility, M&A recommended eleven (11) different solutions to mitigate speeding and increase pedestrian visibility, which could be integrated individually or collectively at Huntington Drive and Marengo Avenue.

The time frame of each below recommendation is denoted as follows:

- * Short-term recommendation
- ** Mid-term recommendation
- *** Long-term recommendation

In addition, the cost estimates provided below have been provided by M&A, and may not account for other related costs incurred by the City.

Speed reduction treatments include:

- 1) * Prohibition of westbound right turns on red at the northeast corner of the intersection of Huntington Drive and Marengo Avenue with an approximate cost of \$500, not including the supporting engineering report (estimated at \$2,500).
- 2) ** Implementation of protected left-turn signal phases on southbound and northbound Marengo Avenue, with an approximate cost of \$65,000 including assessment, design modification and construction.
- 3) * Modification of signal phase timing to reduce the duration of the eastbound and westbound green, with an approximate cost of \$2,500.
- 4) * Increasing law enforcement presence during peak commute times. The cost of this would be dependent on South Pasadena's Police Department resources and funding.
- 5) * Extension of the pedestrian crossing signal time to allow pedestrians additional crossing time, with an approximate cost of \$2,500.

Visibility measures included:

- 1) ** Elimination of the Huntington Drive crosswalk on the west side approach to Marengo Ave, with an approximate cost of \$6,000.
- 2) * Trimming of the landscape in the center median of the west approach to Marengo Ave, with an approximate cost of \$500.
- 3) ** Relocation of the signal controller cabinet at the northeast corner. A recent cabinet replacement that occurred in 2022 cost over \$35,000.

- 4) ** Modification of signal phasing to implement a Leading Pedestrian Interval (LPI) which provides pedestrians 3-7 second lead time before vehicles enter the intersection, with an approximate cost of \$1,500.
- 5) * Extension of the red curb “No Parking” on the northeast curb to increase pedestrian visibility, with an approximate cost of \$500.
- 6) ** Installation of audible signals for pedestrians and cyclists, with an approximate cost of \$5,000.

Overall M&A determined that due to the low pedestrian volumes in the AM and PM peak hours, a second crossing guard is not warranted. Instead, M&A recommended the implementation of the aforementioned treatments individually or in combination to address the core concerns at the subject intersection.

Although the M&A’s consultant’s report concluded that a second crossing guard is not necessary based on the findings, public comments were received in support of the second crossing guard for Huntington Drive and Marengo Avenue at the April 18, 2023 Mobility and Transportation Infrastructure Commission (MTIC) meeting. It is with the Community’s requests in mind that Staff brings this recommendation to Council tonight for consideration.

Fiscal Impact

The crossing guard contract will cost the City \$330,008.40 for a deployment of eleven (11) crossing guards for the 2023-2024 regular school year and 2024 summer school. Police Department Contract Services Account No. 101-4010-4011-8180 initially included a budgeted amount of \$228,642.00 for the All City Management Crossing Guards contract, based on the expected year-over-year hourly rate increase. An additional appropriation of \$101,366.40 from General Fund Reserves would be required to cover the increase in the contract amount due to the increase in staffing hours from the California Split Shift Law and summer school 2024 crossing guard services.

Key Performance Indicators and Strategic Plan

This item is in line with the Strategic Plan priority 4f under the Mobility Master Plan for updated mobility, walkability, and neighborhood traffic management.

Commission Review and Recommendation

This item was reviewed by the MTIC on Tuesday, April 18, 2023. The Commission recommended that the consultant’s initial engineer report be revised with cost estimates, short-, mid- and long-term recommendations, further consideration of the modern practices of the (Manual on Uniform Traffic Control Devices (MUTCD), and quantifiable data to support the consultant’s proposed recommendations. The Commission did not come to a consensus whether to maintain the second crossing guard at Huntington Drive and Marengo Avenue.

Attachments

1. All City Management Client Worksheet Quotes for FY 2023-2024

2. Vendor Explanation for Contract Hour Increase
3. Minagar & Associates, Inc. Revised Evaluation of a Second Crossing Guard at Huntington Drive and Marengo Avenue
4. All City Management 2023-2024 Contract

ATTACHMENT 1

All City Management Client Worksheet
Quotes for FY 2023-2024

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All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 1006108

Billing Rate for 2023 - 2024: \$ 32.70

City of South Pasadena
1422 Mission St.
South Pasadena, CA 91030

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

Fair Oaks Ave / Oak St	3		180		\$32.70	=	\$17,658.00
1 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

All other sites	40.5		144		\$32.70	=	\$190,706.40
9 Sites at 4.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

(Monday thru Thursday)

	54		36		\$32.70	=	\$63,568.80
Sites at 6.00 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

(Friday)

Huntington / Marengo	4.5		144		\$32.70	=	\$21,189.60
1 Sites at 4.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

(Monday thru Thursday)

	6		36		\$32.70	=	\$7,063.20
Sites at 6.00 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

(Friday)

Summer School	48		19		\$32.70	=	\$29,822.40
8 Sites at 6.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Line above is for Summer School. This is an estimate only.

All City Management Services Inc.

TOTAL PROJECTED HOURS

10,092.00

TOTAL ANNUAL PROJECTED COST

\$330,008.40

ATTACHMENT 2

Vendor Explanation for Contract Hour Increase

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From: [David Mecusker](#)
To: [Alison Wehrle](#)
Cc: [Claudia Than](#)
Subject: South Pasadena, CA - Program Breakdown
Date: Sunday, May 21, 2023 2:21:28 PM
Attachments: [image277300.jpg](#)

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alison,

Thank you for your patience while we reviewed this request and identified why the program hours increased from the 2022/2023 school year.

Our Vice President of Operations had provided a better understanding of the State of California Labor law pertaining to "Split-Shift Differential". It was our initial understanding that we were in compliance by providing 1.0 hour of bonus time for the guards working a split shift. However, it has come to our attention that for each split shift, we are to be providing an additional hour of compensation.

In example:

- Split Shift with 2 daily reports/shifts = 1.0 additional hour of compensation
- Split Shift with 3 daily reports/shifts = 2.0 additional bonus hours of compensation
- Split Shift with 4 daily reports/shifts = 3.0 additional bonus hours of compensation

With the City of South Pasadena program requiring 3 reports/shifts daily Monday - Thursday, this would require ACMS to provide 2.0 bonus hours on top of the site hours the guard's work. On Friday's the guards work 4 reports/shifts daily and this would require ACMS to provide 3.0 bonus hours on top of the site hours the guards' work.

This is why the program hours have increased significantly from the 2022/2023 school year.

I hope this helps provide some understanding behind the increase, please let me know if you have any questions.



DAVID MECUSKER
MARKETING & CONTRACTS MANAGER

david@thecrossingguardcompany.com
Direct (310) 202-8284 Ext. 107

All City Management Services
"The Crossing Guard Company"
(800) 540-9290

Keeping Kids Safe

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ATTACHMENT 3

Minagar & Associates, Inc. Revised Evaluation of a Second Crossing Guard at Huntington Drive and Marengo Avenue

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TO#1

Revised Evaluation of Second Crossing Guard

for
Huntington Drive at Marengo Avenue



PREPARED FOR:



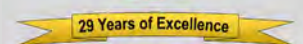
CITY OF SOUTH PASADENA
Public Works Department
1414 Mission Street
South Pasadena, CA 91030



PREPARED BY:



MINAGAR & ASSOCIATES, INC.
ITS - Traffic/Civil/Electrical Engineering - Transportation Planning - Homeland Security - CEM
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949) 707-1199





EVALUATION OF SECOND CROSSING GUARD FOR HUNTINGTON DRIVE AT MARENGO AVENUE

Prepared for:
CITY OF SOUTH PASADENA

Date:
MAY 16, 2023

I, Fred Minagar do hereby certify that this evaluation was performed under my supervision. The enclosed report summarizes the results of a complete and comprehensive evaluation for the need of a second crossing guard at the Huntington Drive and Marengo Avenue intersection in the City of South Pasadena.

The data contained in this report represents a true and accurate evaluation of the existing intersection and its safety risks to pedestrians and bikers within the study area.

Fred Minagar, MS, RCE, PE, Registration No. 53466
Project Manager





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Data Collection & Analysis..... 6

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Recommendations 9

Conclusion..... 11

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Introduction

Minagar & Associates, Inc. has conducted an evaluation as requested by the City of South Pasadena and its residents to assess the appropriateness of placing a second crossing guard at the Huntington Dr and Marengo Ave intersection during the 2022-2023 school year. The purpose of the study is to examine the intersection's history of collisions and danger to pedestrians and bikers and evaluate the necessity of adding a second crossing guard after considering the existing financial, safety, and convenience concerns.

Huntington Drive is an east-west principal arterial with a posted speed limit of 40 miles per hour (mph). Huntington Drive has three lanes of travel in each direction as well as left turn pocket lanes with protected turn arrows for turns onto Marengo Avenue from both directions.

Marengo Avenue is a north-south major collector with a posted speed limit of 25 mph within the study area. Marengo Avenue contains one lane of through traffic in each direction and dedicated turning lanes at both the north and south approaches to Huntington Drive, with unprotected left turn signal phases.

The location and roadway classifications of the study intersection is shown in the figure below:

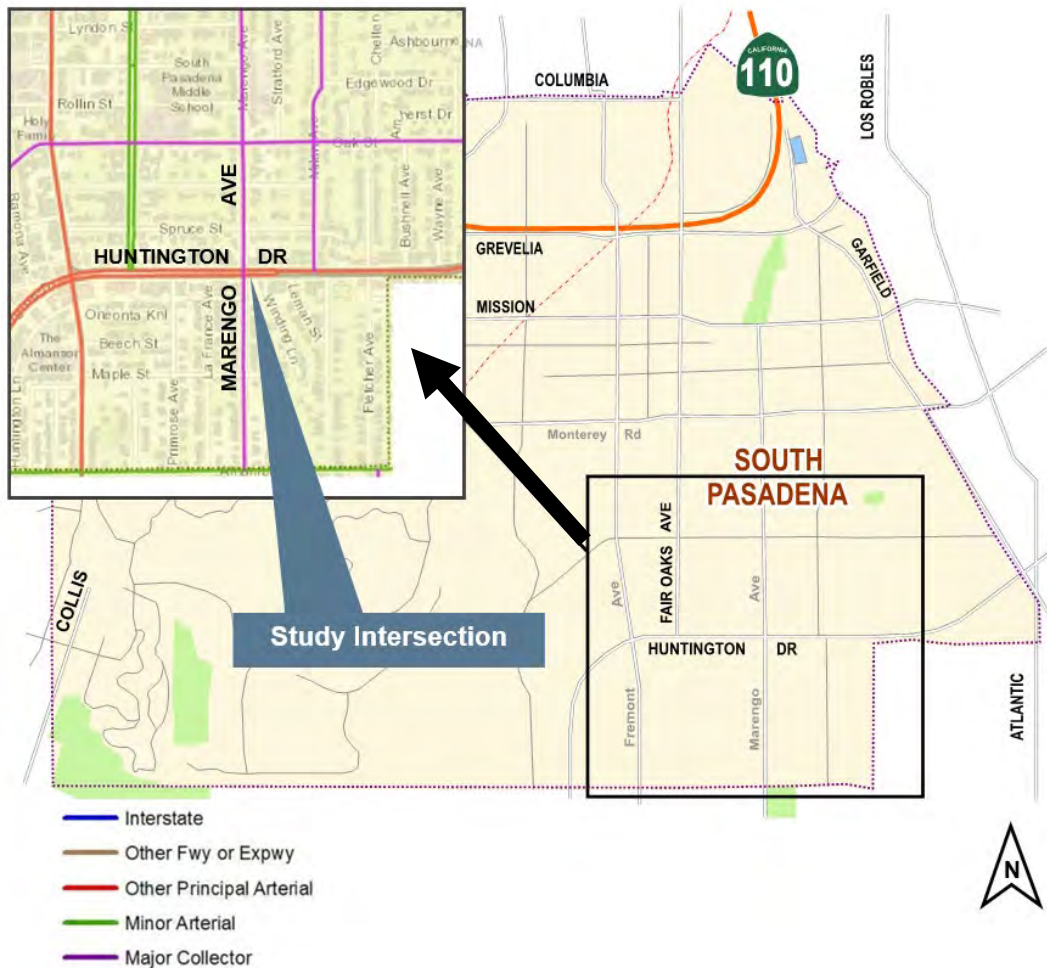


Figure 1: Location and Roadway Classification Map



Out of eighteen (18) public comments made by parents and students and presented at the City Council Special Meeting on July 27, 2022, six (6) mentioned right turns within the intersection as a primary safety concern, while five (5) comments noted speeding and distracted driving as an issue. Additionally, pedestrian visibility and left turns were also brought up as primary concerns. Violation of red lights, speeding, and drivers' failure to account for pedestrians is the primary concern.

Specifically mentioned concerns include, but are not limited to:

- Speed violations on Huntington Dr up to 60-80 mph despite the speed limit of 40 mph
- Limited visibility of pedestrians waiting on corners due to street parking
- Violation of red lights while turning left from (northbound and/or southbound Marengo Ave to Huntington Dr
- Unprotected left turn phases on Marengo Ave
- Right turns on red from without accounting for pedestrians



Existing Conditions

Existing conditions of the Huntington Dr and Marengo Ave Intersection are shown in the following figure.



Figure 2: Driver Visibility of Huntington Dr & Marengo Ave Crosswalks

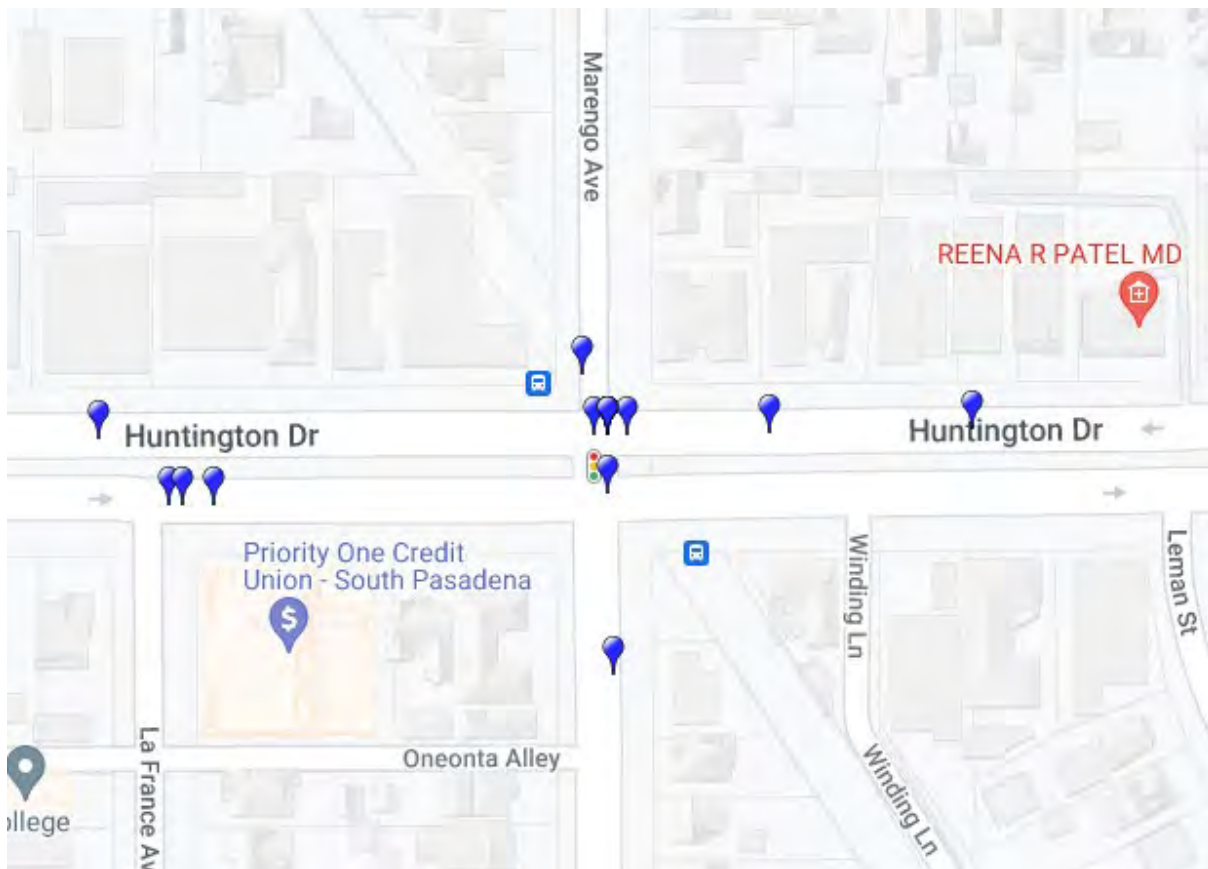


Data Collection & Analysis

To better understand the history and conditions of the Huntington Dr and Marengo Ave intersection, collision data from January 1st, 2017, to December 31st, 2021 was collected via the CHP’s Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley’s Transportation Injury Mapping System (TIMS).

Out of seven hundred forty-three (743) collisions occurring in the City of South Pasadena over this ten-year period, only thirteen (13) occurred within the vicinity of the subject intersection. The figure below depicts the location of the investigated collisions over this ten-year period. Specific details on date, time, cause, and victims of each collision depicted in the map are provided in the table on the following page.

**Collisions at the Intersection of Huntington Dr & Marengo Ave
 (Jan. 1, 2013 to Dec. 31, 2022)**



LEGEND

 Collision Location



**Collision Details for Collisions at the Intersection of Huntington Dr & Marengo Ave
(Jan. 1, 2013 to Dec. 31, 2022)**

#	Collision Case ID	Date and Time of Collision	PCF Violation	Parties Involved (* = Party at Fault)	Bicyclist/ Pedestrian Victim Details	Victim Degree of Injury
1	6360505	08/30/2013 07:56 PM	11 – Pedestrian Violation	- Pedestrian* - Driver	Male Age 14	Suspected Minor Injury
2	6454725	02/11/2014 07:02 AM	03 – Unsafe Speed	- Driver* - Bicyclist	Male Age 22	Suspected Minor Injury
3	6535382	05/19/2014 10:16 PM	06 – Improper Passing	- Driver* - Bicyclist	Female Age 27	Possible Injury
4	6650295	09/23/2014 09:02 AM	03 – Unsafe Speed	- Driver* - Driver	-	-
5	6864118	03/24/2015 01:00 PM	17 – Other Hazardous Violation	- Bicyclist* - Driver	Male Age 20	Suspected Minor Injury
6	8532371	09/22/2017 10:38 AM	03 – Unsafe Speed	- Driver* - Driver	-	-
7	8638778	12/24/2017 01:18 PM	12 – Traffic Signals and Signs	- Driver* - Driver - Driver - Driver	-	-
8	8638800	04/02/2018 10:26 PM	08 – Improper Turning	- Driver* - Parked Vehicle - Parked Vehicle - Parked Vehicle	-	-
9	8840181	12/19/2018 08:00 AM	10 – Pedestrian Right of Way	- Driver* - Pedestrian	Male Age 23	Possible Injury
10	8934599	05/27/2019 10:48 AM	Not Stated	- Driver - Bicyclist (Fault Unclear)	Female Age 11	Suspected Minor Injury
11	9341431	09/24/2021 05:25 PM	12 – Traffic Signals and Signs	- Driver* - Driver	-	-
12	9380730	12/24/2021 04:47 AM	03 – Unsafe Speed	- Driver* - Parked Vehicle	-	-
13	9496382	06/20/2022 2:54 PM	03 – Unsafe Speed	- Driver* - Driver	-	-

Out of the six collisions involving bicyclists/pedestrians during this ten-year period, only four (4) of these occurred during school hours (collisions #2, 5, 9, and 10).

Overall, unsafe speed appears to be a top concern at the subject intersection, as five of the thirteen collisions cited “Unsafe Speed” as the Primary Collision Factor (PCF). Thus, recommendations will be proposed with special consideration of speeding risks.



Furthermore, to observe traffic flow and pedestrian movement at the subject intersection, Minagar & Associates, Inc. collected traffic and pedestrian counts on the typical weekday of Thursday, September 1st, 2022. Counts were collected from 7:00 to 9:00am and 2:00 to 4:00pm to best represent peak drop-off and pick-up times, based on the daily schedule of Marengo Elementary School shown below. Full traffic counts, including peak hour traffic counts, can be found in **Appendix B**.

Marengo Daily Schedule (Monday-Thursday)

	Start Time	End Time
AM Kindergarten	8:10am	11:35am
PM Kindergarten	11:35am	3:00pm
1 st -2 nd Grade	8:10am	2:25pm
3 rd -5 th Grade	8:10am	2:45pm

Marengo Daily Schedule (Friday)

	Start Time	End Time
AM Kindergarten	8:10am	11:35am
PM Kindergarten	11:35am	3:00pm
1 st -2 nd Grade	8:10am	1:05pm
3 rd -5 th Grade	8:10am	1:15pm

Based on the vehicle and pedestrian counts collected, a singular corner of the intersection is expected to have a maximum of 54 pedestrians during the busiest AM hour. In the afternoon, this decreases to a maximum of 23 pedestrians. With this pedestrian concentration, Minagar & Associates concludes a second crossing guard is not necessary.

Field Observations

As observed on the typical weekday of Thursday, September 1st, 2022, the crossing guard arrived at the intersection at approximately 7:45am to serve students on their way to school. However, students had already begun crossing the intersection since approximately 7:30am. The crossing guard was present at the southeast corner of the intersection and served the crosswalks at the east and south approaches until 8:25am. In the afternoon, the crossing guard was present from approximately 2:05 until 3:15 and sufficiently, effectively and safely served students leaving school.

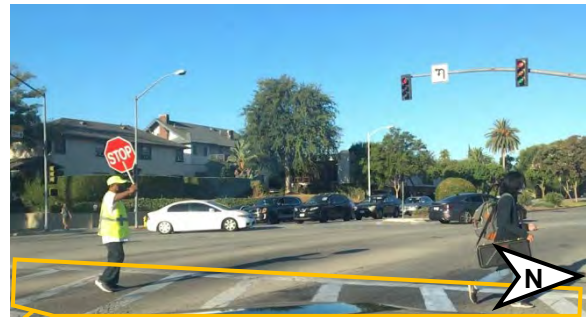


Figure 1: Crossing guard as observed on Thursday, Sept. 1, 2022 serving the crosswalk of the east approach of the subject intersection.



At the east approach, the crossing guard crosses about halfway through the intersection and waits for pedestrians to cross fully before returning back to the southeast corner of the intersection. Occasionally, when pedestrians cross the crosswalk at the west approach, the crossing guard follows parallelly on the east crosswalk to clearly indicate pedestrian presence and display the stop sign for vehicles.

While the crossing guard currently serves the crosswalk at the east and south approaches of the subject intersection, the pedestrian signal head at the southeast corner serving the crosswalk at the east approach, shown in the photo on the right, does not have a pedestrian countdown to display the number of seconds left for pedestrians to cross. Subsequently, southbound vehicles turning left from Marengo Ave to Huntington Dr can get impatient and increase risk to pedestrians who are still crossing even after the “walk” phase ends.



Recommendations

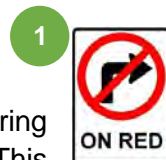
As mentioned previously, concerns specifically mentioned by parents, students, and residents of South Pasadena regarding the subject intersection include, but are not limited to:

- Speed violations on Huntington Dr up to 60-80 mph despite the speed limit of 40 mph
- Limited visibility of pedestrians waiting on corners due to street parking
- Violation of red lights while turning left from (northbound and/or southbound Marengo Ave to Huntington Dr
- Unprotected left turn phases on Marengo Ave
- Right turns on red from without accounting for pedestrians

Subsequent to reviewing the core issues regarding the intersection and considering recommendations from students, residents, and council members, the following are proposed supplemental or alternative solutions to the addition of a second crossing guard.

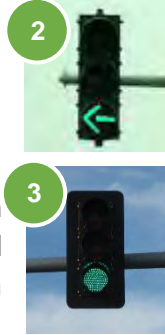
To reduce risks from speeding and/or turning:

1. **Prohibition of westbound right turns on red*** at the northeast corner of the intersection will allow pedestrians to cross Marengo Ave comfortably. This reduces pedestrian risk especially when drivers are entering to drop off or pick up students and are the most rushed and/or distracted. This improvement is less than \$500.00





2. **Implementation of protected left-turn signal phases^{1**} (S07)** at the northbound and southbound left turns of Marengo Ave can reduce pedestrian risk when crossing Huntington Dr. subject to being warranted. This countermeasure reduces potential of all motor vehicle, pedestrian, and bicycle collisions and could be eligible for local funding. Implementation of this recommendation will require conducting an FHWA Protected Left-Turn Signal Phase Assessment first. If it is warranted, then a traffic signal modification plan is required. The total cost of assessment, design modification (PS&E) and construction not to exceed \$65,000.00
3. **Modification of signal phase timing*** to shorten the duration of eastbound and westbound thru on Huntington Dr can reduce speeding. With these phases currently lasting a minute or longer, vehicles speeding from a further distance may run red lights rather than slowing down, putting pedestrians on the crosswalks at the east and west approaches at risk. The cost of this improvement not to exceed \$2,500.00
4. **Increased police presence*** at the intersection during peak commute times according to the bell schedule of Marengo Elementary School can enforce the speed limit and reduce turning violations, thus promoting the safety and comfort of pedestrians. The cost of this improvement is contingent upon the Police Department's available resources and funding.
5. **Extension of pedestrian crossing signal time*** will allow pedestrians and crossing guards additional time to sufficiently cross and reduces interaction between crossing pedestrians and impatient drivers who may be rushing to turn. The cost of this improvement not to exceed \$2,500.00



To increase pedestrian visibility:

6. **Elimination of the Huntington Dr crosswalk**** on the west approach to Marengo Ave will increase pedestrian concentration on the east corners of the intersection and increase pedestrian visibility to vehicles while also eliminating the need for a second crossing guard. The cost of this improvement not to exceed \$6,000.00.
7. **Trimming of the plantation*** on the median of the west approach to Marengo Ave will increase visibility of pedestrians on the north corners of the intersection. The cost of this improvement not to exceed \$500.00.
8. **Relocation of the signal controller cabinet at the northeast corner**** of the intersection can increase pedestrian visibility and prevent accidents as drivers turn right onto Marengo Ave. The cost of this improvement not to exceed \$15,000.00.
9. **Modification of signal phasing to implement a Leading Pedestrian Interval (LPI)^{2**} (S21PB)** provides pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are



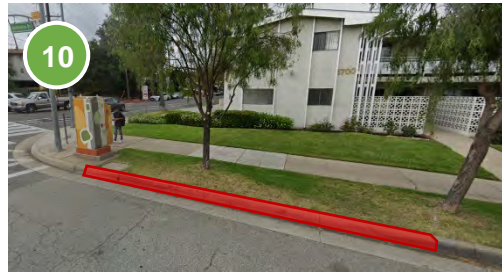
¹ Countermeasure No. S07 from the Caltrans Local Roadway Safety Manual, Version 1.6, April 2022.

² Countermeasure No. S21PB from the Local Roadway Safety Manual, Version 1.6, April 2022.



given a green indication. This better establishes pedestrian presence and visibility before vehicles have priority to turn. The cost of this improvement not to exceed \$1,500.00.

- 10. **Extension of Red Curb “No Parking” on the Northeast Corner*** would prohibit any street parking on Huntington Dr close to the intersection. As this is the corner that drivers must turn right on to reach Marengo Elementary, limitation of parking here would allow maximum pedestrian visibility. The cost of this improvement not to exceed \$500.00.



- 11. **Installment of Audible Signals**** ensure that pedestrians and bicyclists are crossing the intersection only when appropriate. Additionally, drivers preparing to turn may also hear the signal and have increased awareness of the pedestrian’s turn. The cost of this improvement not to exceed \$5,000.00.

NOTES: *Short Term Recommendation

**** Mid Term Recommendation**

***** Long Term Recommendation**

Conclusion

Based on the existing intersection conditions, current performance of the crossing guard, data collection and analysis, and field observations, Minagar & Associates, Inc. concludes a second crossing guard at the Huntington Dr and Marengo Ave intersection is unnecessary. Pedestrian volumes are currently manageable during the peak AM and PM hours of operations at the subject intersection with one crossing guard. While pedestrian visibility and speeding drivers are a valid concern for students and/or parents walking to and from school, these issues can be better resolved by one or a combination of the options described above in the "Recommendations" section rather than a second crossing guard.



APPENDIX A: Traffic Count Data

(Collected by Minagar & Associates, Inc. on Thursday, Sept. 1, 2022)



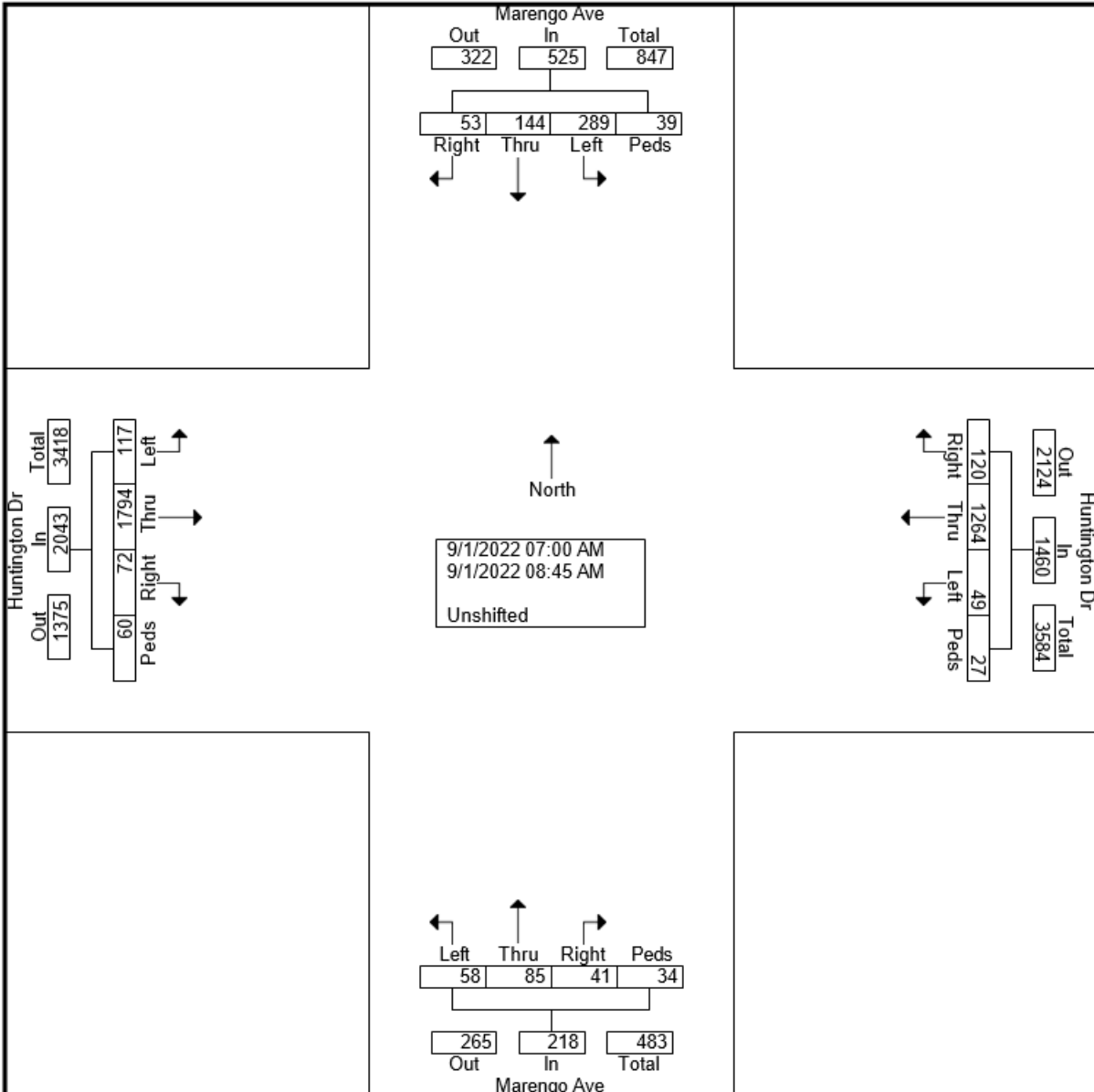
Agency Name:
City of South Pasadena

MINAGAR & ASSOCIATES, INC.
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949) 707-1199

File Name: Huntington Dr
& Marengo Ave
Site Code: 0000001
Start Date: 9/1/2022
Page No: 1

Groups Printed- Unshifted

Start Time	Marengo Ave Southbound					Huntington Dr Westbound					Marengo Ave Northbound					Huntington Dr Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	6	8	32	3	49	10	86	5	0	101	3	11	3	0	17	0	196	8	0	204	371
07:15 AM	7	10	36	2	55	12	97	2	2	113	3	4	2	1	10	7	222	10	0	239	417
07:30 AM	9	13	49	4	75	9	158	8	2	177	0	10	3	11	24	8	220	11	8	247	523
07:45 AM	2	31	37	4	74	15	199	10	5	229	6	5	12	5	28	23	247	14	20	304	635
Total	24	62	154	13	253	46	540	25	9	620	12	30	20	17	79	38	885	43	28	994	1946
08:00 AM	5	39	35	8	87	16	188	15	8	227	14	22	15	9	60	17	212	20	24	273	647
08:15 AM	4	12	47	14	77	21	259	2	5	287	7	18	10	1	36	4	232	16	2	254	654
08:30 AM	10	17	31	3	61	20	134	2	4	160	4	6	8	4	22	7	241	20	2	270	513
08:45 AM	10	14	22	1	47	17	143	5	1	166	4	9	5	3	21	6	224	18	4	252	486
Total	29	82	135	26	272	74	724	24	18	840	29	55	38	17	139	34	909	74	32	1049	2300
Grand Total	53	144	289	39	525	120	1264	49	27	1460	41	85	58	34	218	72	1794	117	60	2043	4246
Apprch %	10.1	27.4	55	7.4		8.2	86.6	3.4	1.8		18.8	39	26.6	15.6		3.5	87.8	5.7	2.9		
Total %	1.2	3.4	6.8	0.9	12.4	2.8	29.8	1.2	0.6	34.4	1	2	1.4	0.8	5.1	1.7	42.3	2.8	1.4	48.1	





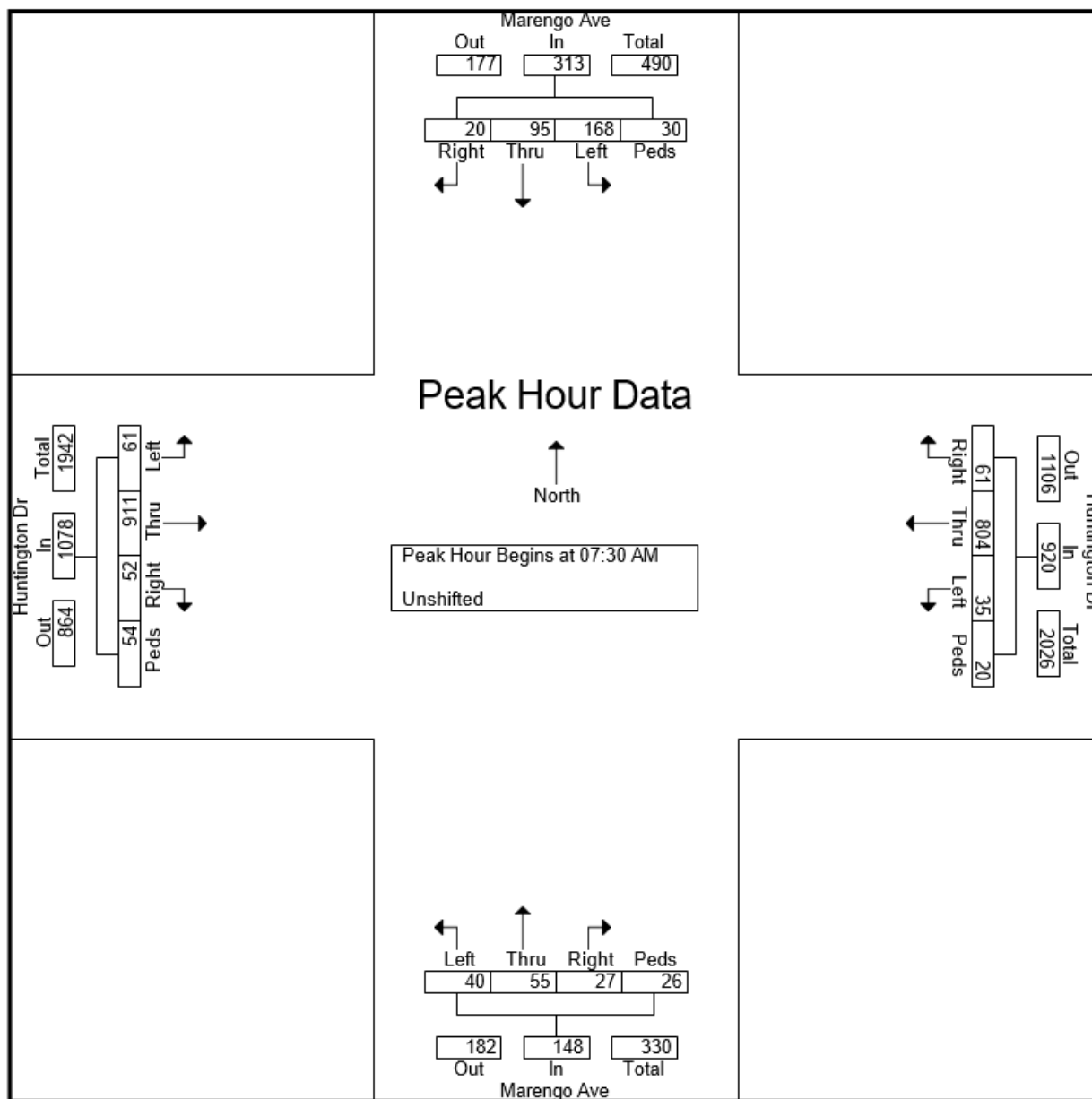
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City of South Pasadena

MINAGAR & ASSOCIATES, INC.

23282 Mill Creek Drive, Suite 120
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File Name: Huntington Dr
& Marengo Ave
Site Code: 0000001
Start Date: 9/1/2022
Page No: 2

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	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	9	13	49	4	75	9	158	8	2	177	0	10	3	11	24	8	220	11	8	247	523
07:45 AM	2	31	37	4	74	15	199	10	5	229	6	5	12	5	28	23	247	14	20	304	635
08:00 AM	5	39	35	8	87	16	188	15	8	227	14	22	15	9	60	17	212	20	24	273	647
08:15 AM	4	12	47	14	77	21	259	2	5	287	7	18	10	1	36	4	232	16	2	254	654
Total Volume	20	95	168	30	313	61	804	35	20	920	27	55	40	26	148	52	911	61	54	1078	2459
% App. Total	6.4	30.4	53.7	9.6		6.6	87.4	3.8	2.2		18.2	37.2	27	17.6		4.8	84.5	5.7	5		
PHF	.556	.609	.857	.536	.899	.726	.776	.583	.625	.801	.482	.625	.667	.591	.617	.565	.922	.763	.563	.887	.940





Agency Name:
City of South Pasadena

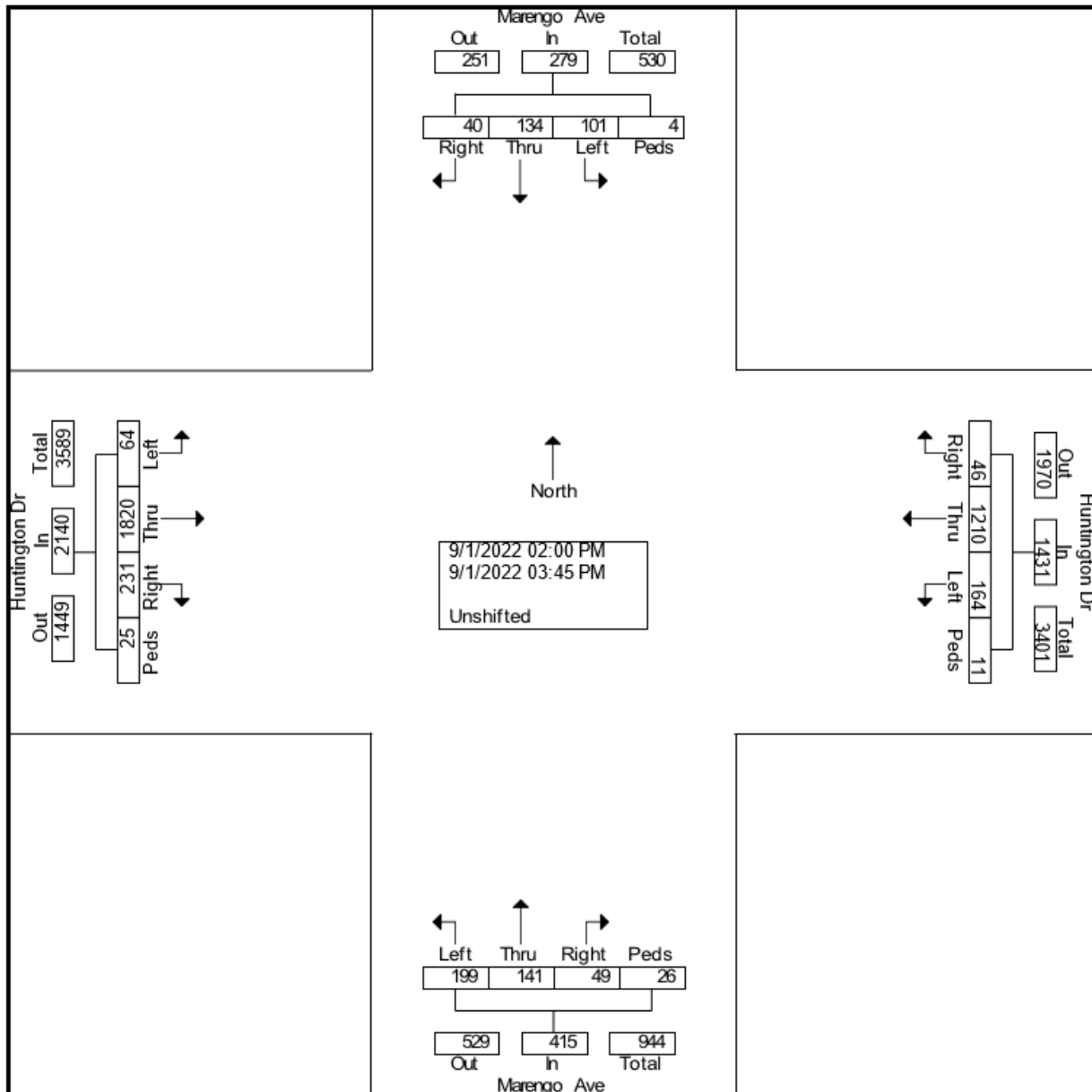
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02:00 PM	1	7	10	0	18	4	149	22	1	176	8	12	15	0	35	27	178	8	0	213	442
02:15 PM	5	7	4	0	16	11	131	11	0	153	9	17	23	0	49	21	164	12	0	197	415
02:30 PM	7	20	7	2	36	7	150	22	4	183	5	24	30	1	60	25	198	10	2	235	514
02:45 PM	11	23	16	0	50	6	156	20	3	185	5	25	21	15	66	37	246	7	15	305	606
Total	24	57	37	2	120	28	586	75	8	697	27	78	89	16	210	110	786	37	17	950	1977
03:00 PM	6	25	28	0	59	7	159	14	1	181	9	16	18	2	45	34	263	6	8	311	596
03:15 PM	4	17	11	1	33	5	143	23	1	172	6	15	28	3	52	21	273	9	0	303	560
03:30 PM	5	11	5	0	21	2	181	24	0	207	4	11	32	2	49	23	243	4	0	270	547
03:45 PM	1	24	20	1	46	4	141	28	1	174	3	21	32	3	59	43	255	8	0	306	585
Total	16	77	64	2	159	18	624	89	3	734	22	63	110	10	205	121	1034	27	8	1190	2288
Grand Total	40	134	101	4	279	46	1210	164	11	1431	49	141	199	26	415	231	1820	64	25	2140	4265
Apprch %	14.3	48	36.2	1.4		3.2	84.6	11.5	0.8		11.8	34	48	6.3		10.8	85	3	1.2		
Total %	0.9	3.1	2.4	0.1	6.5	1.1	28.4	3.8	0.3	33.6	1.1	3.3	4.7	0.6	9.7	5.4	42.7	1.5	0.6	50.2	



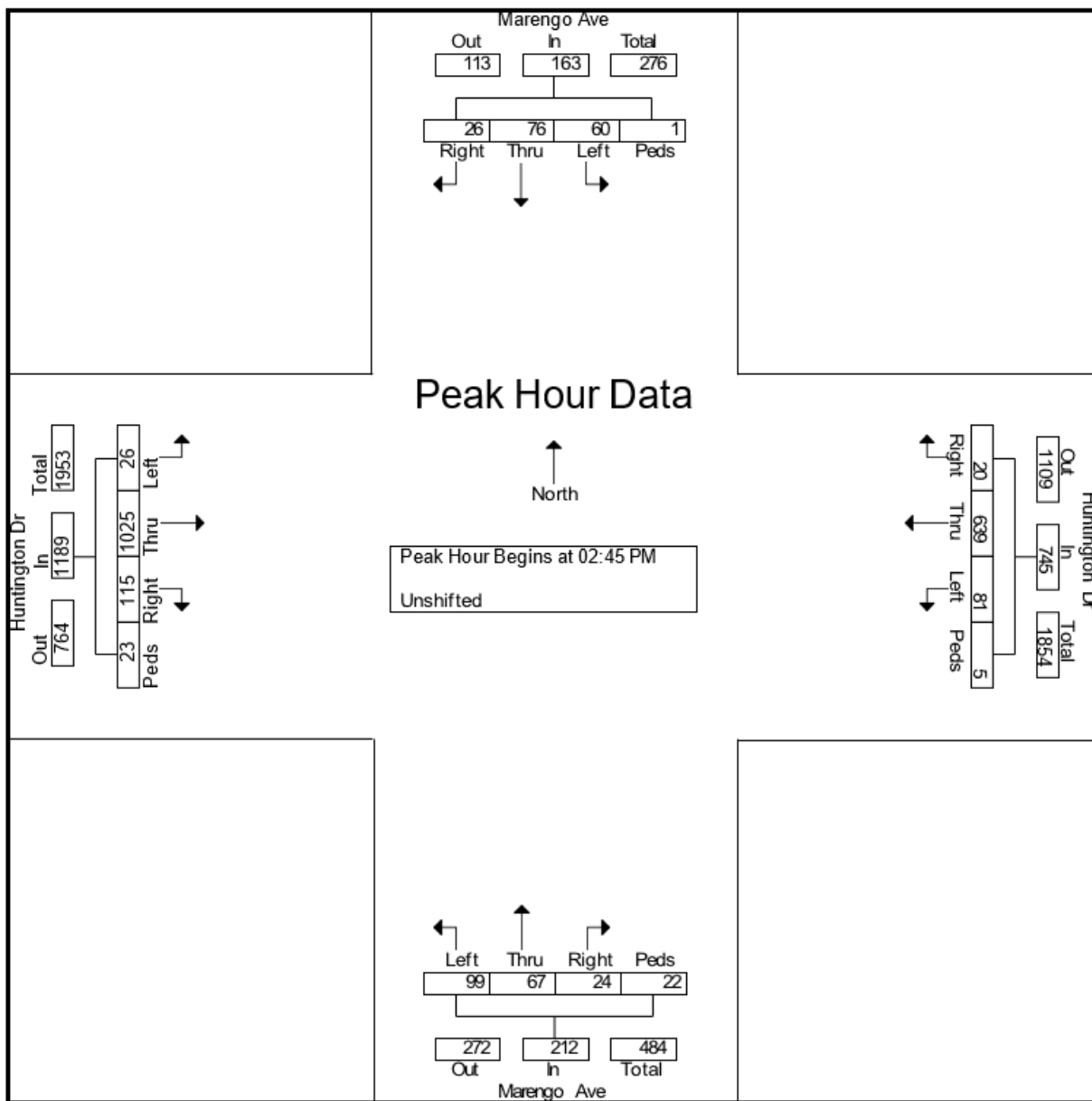


Agency Name:
City of South Pasadena

MINAGAR & ASSOCIATES, INC.
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949) 707-1199

File Name: Huntington Dr
& Marengo Ave
Site Code: 0000001
Start Date: 9/1/2022
Page No: 4

Start Time	Marengo Ave Southbound				Huntington Dr Westbound					Marengo Ave Northbound					Huntington Dr Eastbound					Int. Total	
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total		
Peak Hour Analysis From 02:00 PM to 03:45 PM - Peak 1 of 1 Peak																					
Hour for Entire Intersection Begins at 02:45 PM																					
02:45 PM	11	23	16	0	50	6	156	20	3	185	5	25	21	15	66	37	246	7	15	305	606
03:00 PM	6	25	28	0	59	7	159	14	1	181	9	16	18	2	45	34	263	6	8	311	596
03:15 PM	4	17	11	1	33	5	143	23	1	172	6	15	28	3	52	21	273	9	0	303	560
03:30 PM	5	11	5	0	21	2	181	24	0	207	4	11	32	2	49	23	243	4	0	270	547
Total Volume	26	76	60	1	163	20	639	81	5	745	24	67	99	22	212	115	1025	26	23	1189	2309
% App. Total	16	46.6	36.8	0.6		2.7	85.8	10.9	0.7		11.3	31.6	46.7	10.4		9.7	86.2	2.2	1.9		
PHF	.591	.760	.536	.250	.691	.714	.883	.844	.417	.900	.667	.670	.773	.367	.803	.777	.939	.722	.383	.956	.953





Agency Name:
City of South Pasadena

MINAGAR & ASSOCIATES, INC.

23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949) 707-1199

File Name: Huntington Dr
& Marengo Ave
Site Code: 0000001
Start Date: 9/1/2022
Page No: 5

Huntington Dr & Marengo Ave Intersection



ATTACHMENT 4

All City Management 2023-2024 Contract

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AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 7, 2023 and is between the CITY OF SOUTH PASADENA (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor’s or any of its employees’ previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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.
3. The City’s representative in dealing with the Contractor shall be designated by the South Pasadena Police Department.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact, the Contractor for interpretation of that item.
5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in

which the Services are to be performed.

8. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
9. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
11. In addition, the Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities under this Agreement in at least the minimum amounts required by State law for any automobiles used by the crossing guards. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the designee for the City of South Pasadena.
12. Contractor agrees to indemnify the City, its officers, employees, agents, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors or omissions of Contractor, its agents, employees, subcontractors, representatives or invitees, provided herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the alleged intentional or negligent acts, errors, or omissions of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

13. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
14. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
15. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-two Dollars and Seventy Cents (**\$32.70**) per hour, per Crossing Guard during the term up to a maximum amount of \$330,008.40. This pricing is based on a minimum of eleven (11) sites and upon a projected 10,092 billing hours, unless Contractor fails to perform service.
Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
16. Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employees to exceed 19 hours per week of service in the performance of this Agreement.
In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.
17. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice. The invoice shall reflect the "split shift premium" required by the California Department of Industrial Relations if applicable.
18. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of South Pasadena

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

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City Council Agenda Report

ITEM NO. 29

DATE: July 19, 2023

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

PREPARED BY: H. Ted Gerber, Director of Public Works
David Peña, Transportation Program Manager

SUBJECT: **Approval of a Task Order with Toole Design Group, LLC for Transportation Planning Services as it relates to the Fremont Avenue, Huntington Drive, and Fair Oaks Avenue corridors**

Recommendation

It is recommended that the City Council:

1. Approve the Task Order with Toole Design Group, LLC, to conduct a comprehensive community transportation planning charrette design process in the amount of four hundred and thirty thousand, and four hundred seventy-three dollars. (\$430,473.00);
2. Appropriate \$300,000.00 from the City's Measure M Local Return Fund 236 into Public Works Measure M Professional Services Account No. 236-6010-6011-8170-000, and appropriate \$130,473.00 from City's Measure R Local Return Fund 233 into Public Works Measure R Professional Services Account No. 233-6010-6011-8170-000 for a total authorized expenditure of \$430,473.00 for this work; and
3. Authorize the City Manager to execute the Task Order and any related documents.

Executive Summary

This is a task order under a Master Professional Services Agreement with Toole Design Group, LLC (TDG) for transportation planning services to perform a comprehensive community charrette design process including (1) preparation, research, and logistics, (2) a multi-step charrette starting with discovery and a site visit, (3) the first and second design charrettes, and (4) a documentation session and deliverable. The goal of this effort is to collaboratively plan and develop a community vision and alternatives through design workshops for the Fremont Avenue, Huntington Drive, and Fair Oaks Avenue corridors, which will be used to enter into the preliminary design phase of funded concurrent capital improvement projects in these locations.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including transportation improvement projects

such as the funded active transportation and Intelligent Transportation System (ITS) related projects along Fremont Avenue and Huntington Drive.

Two Los Angeles County Metro grants were awarded to the City in 2021 and 2022 for both Fremont Avenue and Huntington Drive. The first grant in the amount of \$6 million is from the Measure M Active Transportation Program (MAT), which was approved on September 1, 2022 and the second \$10 million grant is from a reallocation of Interstate 710 funds through the Measure R program for local mobility improvement projects (MIP), which was approved on August 12, 2021. As a note, only \$1.1 million of the MIP \$10 million for the initial project phases is currently programmed by Metro. Though the available funding totals \$16 million, both funding agreements do not allow reimbursement of early planning phase expenses, such as this community conceptual design process, which is an essential step to resolve complex planning and design issues, that involves a diverse set of stakeholders and interests. The MAT and MIP funding are to be spent on later project phases including project approval and environmental documents, as well as plans, specifications, and estimates, and project construction.

The early planning phase proposed under this Task Order allows for a more thorough analysis of the project's feasibility, better resource allocation, early stakeholder involvement with increased transparency, and the fostering of public support. It also allows the City an opportunity to align with long term goals like the General Plan and other City policies and plans, and optimizes the necessary time to gather community input. This planning phase generally includes research, administrative preparation, logistics/scheduling, mapping, analysis of existing conditions and plans and studies, as well as a charrette series with discovery, site visits, stakeholder interviews, and community engagement. The schedule includes production days, design, time to advance ideas to concepts, and production of reports with drawings, photographs, and summaries of the charrette process with recommendations and support.

Analysis

The focus and scope of work of the \$6 million MAT grant is based on the goal of improving overall circulation and safety for pedestrians, cyclists, bus riders, and vehicle movement along Huntington Drive and Fremont Avenue in the City. The project limits are the entirety of Huntington Drive in the City between Alhambra Road and Garfield Avenue, a 1.5-mile stretch, and the entirety of Fremont Avenue within the City, bounded by Alhambra Road on the south side and Columbia Street on the northside, a 1.8-mile segment.

The \$10 million MIP grant is one of the new mobility projects that prioritizes Transportation System Management (TSM) and Transportation Demand Management (TDM) improvements. It aims to improve local, intersections, traffic signal and system upgrades, and intelligent transportation systems (ITS), specifically on Fremont Avenue and Huntington Drive, and at the intersections of Fair Oaks Avenue and Huntington Drive, and Fremont Avenue and Huntington Drive. These improvements aim to remove bottlenecks, reduce weaving conflicts, reduce congestion on the corridor and at major intersections; enhance multimodal mobility throughout the corridor; facilitate safe and efficient traffic

flow, and reduce safety concerns along the corridors, including equipment malfunction induced delays.

Fair Oaks Avenue from Huntington Drive to Columbia Street, a 1.5-mile corridor segment will also be part of the design charrette series to better understand the transportation network in the City, develop a more balanced distribution of traffic, and develop enhanced connectivity for all mobility uses. Including Fair Oaks Avenue as part of the scope will help address transportation issues along the City's major arterials, collectively.

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, including TDG. TDG submitted a proposal to provide civil design engineering services and traffic/transportation engineering services, specifically planning and consulting services related to street and transportation design, transportation networks, and traffic and transportation public engagement and outreach.

TDG is well qualified to complete the scope of work required, which includes four tasks:

- (1) preparation, research, and logistics
- (2) a multi-step charrette process starting with discovery and a site visit
- (3) the first and second design charrettes consisting of two 4-day sessions during the Fall of 2023, and
- (4) a documentation session and deliverable focusing on recommendations for the three major corridors of Fremont Avenue, Huntington Drive, and Fair Oaks Avenue.

Completing the community driven conceptual design through a multi-part charrette process provides a time efficient method and roadmap for the project to smoothly transition to the environmental, design, and construction phases. Key stakeholders collaborating with the consultant and City staff through a multi-day charrette helps the community envision the future configuration of their streets and neighborhoods. This process will yield an informed consensus across the City and summarize those outcomes into a deliverable.

Fiscal Impact

Staff is recommending the Council appropriate \$300,000.00 from the City's Measure M Local Return Fund 236 into Public Works Measure M Professional Services Account No. 236-6010-6011-8170-000, and appropriate \$130,473.00 from City's Measure R Local Return Fund 233 into Public Works Measure R Professional Services Account No. 233-6010-6011-8170-000 for a total authorized expenditure of \$430,473.00 for this work. As expected, this planning cost, which is proposed to be funded from the City's local match transportation revenue, is a small percentage of the future capital project investment of \$16 million in grant funding.

Key Performance Indicators and Strategic Plan

This item is consistent with the Adopted 2021-2026 Strategic Plan Tasks '4d' related to the contracting of a technical team in anticipation of the Transportation Demand Management / Transportation System Management alternative, as well as Task '4f' related to updating the mobility master plan, and '4g' related to traffic management and implementation of neighborhood traffic management.

Commission Review and Recommendation

City staff plans to discuss this proposed work with the Mobility and Transportation Infrastructure Commission (MTIC) at the July 18, 2023 regular Commission Meeting.

Attachment

Task Order and Executed Master On-Call Professional Services Agreement with Toole Design Group, LLC.

ATTACHMENT

Task Order and Executed Master On-Call Professional
Services Agreement with Toole Design Group, LLC

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TASK ORDER NO. [VENDORID-001]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2023-173)

This Task Order No. [VENDORID-001] (“Task Order”) is made and entered into on **July 19, 2023** by and between the City of South Pasadena, a municipal corporation ("City"), and Toole Design Group (TDG), LLC ("Consultant").

RECITAL

- A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement (“Agreement”) dated **July 13, 2023** by which the Consultant agreed to perform **Civil Design Engineering Services and Traffic/Transportation Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

Conduct a comprehensive community charrette process, a collaborative effort with city residents and stakeholders to come up with a vision and alternative solutions through a series of design workshops (“charrettes”), which includes multiple opportunities for stakeholders and the public to provide feedback for the “Fremont Avenue, Huntington Drive, and Fair Oaks Avenue Corridor Project”. The consultant will use a charrette process over a period of approximately three months in the Fall of 2023 that will introduce the project; create a shared vision for community outcomes; evaluate existing conditions (“Discovery”); outline and discuss alternative solutions, narrow down to “preferred concepts” for each corridor through a collaborative, discussion-based process with the community and stakeholders (“Design and Discuss”); and document the active input and ideas of all stakeholders with a specific focus on multimodal and transportation issues affecting Huntington Drive between Alhambra Road to Garfield Avenue (1.5 miles) and Fremont Avenue from Columbia Street to Alhambra Road (1.8 miles), Fair Oaks Avenue from Columbia Street to Huntington Drive (1.5 miles) (“Documentation”). The consultant’s efforts shall also align with the executed Metro and South Pasadena funding agreements related to these specific corridors.

Task 001-Preparations:

- **001(a)** Conduct administrative, management and quality control and quality assurance to prepare for Tasks 002, 003, and 004. Consultant shall review documents, studies, reports, applications and other documents which encompass the City’s Fremont Avenue, Huntington Drive, and Fair Oaks Avenue corridors, including, but not limited

to, prior studies such as the 2009 Fremont Avenue Traffic Calming Concept Plan, mapping and Geographic Information System (GIS) resources, current and draft General Plans, 2011 Bicycle Master Plan, current and draft South Pasadena Downtown Specific Plan, Holy Family Vision Project Specific Plan, Resolution 7497 Complete Streets Policy, South Pasadena's Parking Policy Sections 19.83 to 19.85 of the Municipal Code, Truck Route requirements section 19.20 of the South Pasadena Municipal Code, associated Metro Funding Agreements with eligible scopes of work, and other background information associated with transit systems like bus and rail service and existing Dial-A-Ride services for seniors, Countywide Signal Priority Upgrade and Expansion NextGen Project (Atlantic-Fair Oaks), average daily traffic (ADT) volumes, accident data utilizing Statewide Integrated Traffic Records System (SWITRS), Traffic Incident Management System (TIMS), 2020 Systemic Safety Analysis Report Program (SSARP), 2014-15 Citywide Engineering And Traffic Survey (E&TS) Report, City of South Pasadena City-Wide Traffic Signal Inventory, and other City transportation information and operational data.

- **001(b)** Collect relevant background information on Fremont Avenue, Huntington Drive, and Fair Oaks Avenue corridors, and develop and design base maps for use as conceptual tools during Tasks 002 and 003. Prepare instructions and directions for staff and residents to participate in Task 002 Discovery and Task 003 Charrette processes. Coordinate scheduling and logistics with City staff and all stakeholders, including identifying key stakeholder community groups, whose involvement will be necessary, prior to moving to the next step.
- **001(c)** Consultant shall provide direction to City staff, in order for City to prepare the South Pasadena Library Community Room venue, which is accessible to stakeholders, and shall serve as a temporary “design studio.” Consultant shall employ a large digital “white board” upon which drawings, maps, lists, etc. will be placed in the “design studio.” Consultant shall advise the City, in detail, regarding the arrangements necessary for the Task 002 Discovery and Task 003 Charrette processes. The City shall identify participators (staff, elected officials, other stakeholders, etc.), scheduling the interviews and meetings, and creating and sending invitations in accordance with the provided advisement. Consultant shall set up the stakeholder interview tables, maps, and schedule accordingly for stakeholders varying levels of interest, i.e. in all three corridors, the city in general; regional issues, etc.

Task 002-Discovery/Site Visit:

- **002(a)** Consultant shall conduct administrative, management, quality control and assurance for the Discovery (in-person) portion. Coordinate logistics and prepare for on-site visit and meeting with city staff, tour of Fremont Avenue, Huntington Drive, and Fair Oaks corridor study area.

- **002(b)** Consultant shall meet with City staff for initial discussions, conduct a map review of issues, review the project objectives, and review the charrette schedule. The consultant shall conduct an in-person site tour with staff and/or others with expertise and familiarity with the corridors, their features, safety and use history, opportunities and constraints.
- **002(c)** On the same day, the consultant shall hold a public meeting in the evening at the South Pasadena Library Community Room to introduce the project, review the goals and objectives, and get input as it relates to Fremont Avenue, Huntington Drive, and Fair Oaks Avenue, as well as transportation impacts from neighboring cities. The format for the meeting shall include a short presentation, then a table session where people discuss, document, and share their ideas with the consultant.

Task 003-Design Charrette Series:

- **003(a)** Conduct administrative, management, quality control and assurance for advancing starter ideas sessions. Findings and recommendations shall be developed collaboratively and with short feedback loops. The Consultant’s charrette process shall provide an environment in which stakeholders, designers, and officials are in direct contact with each other, and create an opportunity to resolve issues readily and transparently. The Consultant’s charrette process shall generate a consistency in project goals and stakeholder concerns, that shall align the eligible uses in associated funding agreements, and identify incorrect perceptions about the project outcomes for the stakeholders, e.g. misunderstandings, incorrect assumptions, or unfounded rumors about plans, traffic conditions, constraints, best practices, etc. Consultant shall conduct the charrette process simultaneously for the three corridors of Fremont Avenue, Huntington Drive, and Fair Oaks Avenue, allowing for efficiencies in travel, administration, and Quality Assurance and Quality Control (QA/QC) tasks, consideration of stakeholder values across three corridors and the City as a whole, and a design consistency between the three corridors where overlaps occur, such as bike accommodations, equity components, bulb-out design, transit accommodation, etc.
- **003(b)** Design Charrette 1 will consist of a four (4) day session, including Task 002 Discovery/Site Visit, with activities on each day such as: developing “starter ideas” that address one or more issues outlined during Task 002 Discovery/Site Visit and vetting them through two types of initial review, including stakeholder conversations and public meetings, and a feasibility analysis. The stakeholder conversations shall consist of interviews and eight time-slots for each day which shall include in-person or workshop style stakeholder interviews with approximately 16 slots, and up to 32 slots, if necessary. Where feasible, stakeholders with common ideas, or those in already established community groups will be grouped together for discussions and collaboration. Consultant shall coordinate and facilitate a session during a Mobility and Transportation Infrastructure (MTIC) Commission meeting.

- **003(c)** Consultant shall conduct production work and a ‘pin-up session’ on Day 4 of the Design Charrette 1, during which the discoveries and the input are refined and summarized. Consultant shall keep the summaries as visual as feasible so that they are easy to understand, and any themes, starter ideas, and preliminary direction will be summarized in materials that can be ‘pinned-up’ for review in an afternoon session (‘pin-up session’). The Consultant shall receive feedback from City staff and designated stakeholders during a designated open studio time, referred to a ‘pin-up session #1’. During this session, Consultant shall, finalize and refine starter ideas from identified stakeholders and City staff and conduct a second pin-up session at the end of the day for all stakeholders, providing additional input.
- **003(d)** Design Charrette 2: After the four-day session and MTIC meeting, the consultant shall return to conduct a second design charrette within four (4) weeks of the conclusion of Design Charrette 1. In Design Charrette 2, Consultant shall refine concepts and advance design details on preferred concepts to arrive at an “informed consent” state in which subsequent steps, including design refinement, preliminary engineering, environmental review, and construction documents may move forward. Design Charrette 2 will consist of a four (4) day session. On Day 1, Consultant staff shall recap Design Charrette, providing updates, and discussing changes that may have occurred, review the schedule for the remaining days, facilitating input from City staff. Consultant shall develop concept plans, as detailed as feasible, based on the feedback and existing information. Where necessary, Consultant shall meet with various stakeholders again, to review aspects of the work, as well as conduct open meeting times for any stakeholders who wish to share ideas, ask questions, or view progress. The Consultant shall receive feedback from City staff and designated stakeholders during a designated open studio time, as the ‘final pin-up session’. During the ‘final pin-up session’, the work to date will be presented informally and discussed, where ideas shall be kept as graphical as feasible. Next steps and priorities shall also be discussed that will inform what will happen after the charrette process is complete, such as preliminary engineering, environmental review, construction documents, cost-estimating, funding, schedules, responsibilities, etc. On day four (4), Consultant shall finalize all products and hold a final stakeholder meeting, presenting a summary of the charrette process, including the discovery process, the design process, plans, design concepts, analyses, priorities, the community-driven vision, feedback received, and next steps, with a question and answer (Q&A) session and discussion for stakeholders.

Task 004-Documentation:

- **004(a)** Consultant shall conduct administrative, management, quality control and assurance for the documentation session. Consultant shall finalize each of the charrette sections with specific products for each corridor with more detail. The consultant shall provide the presentation, electronic copies, lists, drawings, other material and

photographs created during the charrette. The consultant shall ensure the final product recognizes other initiatives, or existing projects such as the North-South Corridor Intelligent Transportation Systems (ITS) Deployment project, Mission Street Slow Streets Pilot, Grevelia Street and Fair Oaks sidewalk improvements and off ramp restriping, Restriping of Columbia Street with continuous left turn channelization between Columbia Place and Orange Grove, and neighboring transit city projects that may impact the City such as the City of Pasadena ‘Stub’ Relinquishment/Transition Project Development and City of Alhambra 710 Mobility Improvement Projects (710 Arterial and I-10 Interchange Improvements) and other local and regional projects.

- **004(b)** The consultant shall develop and produce three brief memos, one for each corridor: Fremont Avenue, Huntington Drive and Fair Oaks Avenue, summarizing the charrette recommendations, community-based vision for the corridors, feedback received, and design concept. The design drawings for all three corridors Fremont Avenue, Huntington Drive, and Fair Oaks Avenue shall consist of typical cross-sections along the length of the study area; typical intersections layouts for each section; individual design vignettes for challenging intersections and locations along the Avenue; transit stops and lanes as applicable; separated bike lanes; pedestrian facilities; direction street furniture including tree accommodation and placement; curb management/access facilities such as on-street parking, transportation network companies (TNCs) — Uber, Lyft or rideshare; equity design components for people with mobility disabilities or vision disabilities; speed management measures (traffic calming measures) suitable for arterial streets to help self-enforce slower and safer speeds for all. These drawings shall be drawn to a functional level to provide the key dimensions/radii, and materiality direction such that they can be advanced into approval processes and construction documents.

004(c) About four weeks following the Task 003 charrette series, the Consultant shall digitally deliver three draft memos, one for each corridor, summarizing the charrette recommendations, the rationale for the recommendations, and providing next steps for the City. The rationale for each design direction shall be grounded in values and aspirations provided by City officials and stakeholders, local context, equity, best practices, State of California’s expressed goals to reduce vehicle miles traveled (VMT), and desired role of each of the three corridors. Following the receipt of a consolidated set of comments, the design team will make the necessary revisions and submit the final products.

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

Ian Lockwood
 Toole Design Group, LLC
 8484 Georgia Ave., Suite 800
 Silver Spring, MD 20910
 Telephone: 407.496.2529
 Email: ilockwood@tooledesign.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:

Task 001 Preparation shall begin upon execution of this task order and upon receiving requested information from the City, and shall be completed within three weeks of start. All scope items listed in this task order shall be completed within twelve (12) weeks from the initiation of the Discovery Task 002.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the fee schedule set forth below. The total cost of this project should not exceed the amount of **\$430,473**, including a **\$382,910.00** fee (see below Tables 1 and 2), travel costs of **\$25,520.00** (per the rates set forth in the Fee Schedule attached as Exhibit B to the Master Agreement), and a contingency of **\$22,043.00**, based on the rates in the Approved Fee Schedule in the Master Agreement. The **\$25,520.00** in travel costs include two 4-night/5-day stays for seven (7) staff members, per diem, and vehicle rental. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

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

Task	Professional Engineer/ Charrette Lead (Ian) Rate \$278	Project Manager (Andrea) Rate \$245	Director of Operations (Cindy) Rate \$248	Landscape Designer III (Bonnie) Rate \$114	Sr. Landscape Architect (Teresa) Rate \$169	Table 2 Subtotal Task Fee	Total Task Fee
001 a-c	76 hrs \$21,128.00	38 hrs \$9,310.00	32 hrs \$7,936.00	16 hrs \$1,824.00	6 hrs \$1,014.00	46 hrs \$8,718.00	214 hrs \$49,930.00
002 a-c	64 hrs \$17,792.00	60 hrs \$14,700.00	60 hrs \$14,880.00	48 hrs \$5,472.00	48 hrs \$8,112.00	202 hrs \$37,902.00	482 hrs \$98,858.00
003 a-d	112 hrs \$31,136.00	104 hrs \$25,480.00	104 hrs \$25,792.00	96 hrs \$10,944.00	96 hrs \$16,224.00	336 hrs \$66,294.00	848 hrs \$175,870.00
004 a-c	44 hrs \$12,232.00	34 hrs \$8,330.00	34 hrs \$8,432.00	28 hrs \$3,192.00	28 hrs \$4,732.00	102 hrs \$21,334.00	270 hrs \$58,252.00
Total	296 hrs \$82,288.00	236 hrs \$57,820.00	230 hrs \$57,040.00	188 hrs \$21,432.00	178 hrs \$30,082.00	686 hrs \$134,248.00	1814 hrs \$382,910.00

Table 2 of 2: TDG, LLC Tasks and Assigned Personnel with Hourly Rates (\$ / hr)

Task	Sr. Landscape Architect (Eric) Rate \$155	Sr. Landscape Architect (Noah) Rate \$151	Project Planner II (Trevor) Rate \$139	Designer/ Director of Traffic Eng. (Adam) Rate \$289	Director (QA/QC) (Roger) Rate \$267	Director (QA/QC) (Ernie) Rate \$244	Table 2 Subtotal Task Fee
001a-c	16 hrs \$2,480.00	12 hrs \$1,812.00	4 hrs \$556.00	6 hrs \$1,734.00	8 hrs \$2,136.00	-	46 hrs \$8,718.00
002-a-c	48 hrs \$7,440.00	48 hrs \$7,248.00	48 hrs \$6,672.00	48 hrs \$13,872.00	10 hrs \$2,670.00	-	202 hrs \$37,902.00
003 a-d	96 hrs \$14,880.00	60 hrs \$9,060.00	60 hrs \$8,340.00	96 hrs \$27,744.00	18 hrs \$4,806.00	6 hrs \$1,464.00	336 hrs \$66,294.00
004 a-c	32 hrs \$4,960.00	12 hrs \$1,812.00	12 hrs \$1,668.00	32 hrs \$9,248.00	10 hrs \$2,670.00	4 hrs \$976.00	102 hrs \$21,334.00
Total	192 hrs \$29,760.00	132 hrs \$19,932.00	124 hrs \$17,236.00	182 hrs \$52,598.00	46 hrs \$12,282.00	10 hrs \$2,440.00	686 hrs \$134,248.00

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

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

“City”
City of South Pasadena

“Consultant”
Toole Design Group, LLC

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 / TDG Engineering, Inc., an affiliate of Toole Design Group, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and **TDG Engineering, Inc. (TDG), an affiliate of Toole Design Group, LLC** (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

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

milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.5. “Commencement Date”: **June 8, 2023.**
- 3.6. “Termination Date”: **June 30, 2025.**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT’S DUTIES

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

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

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

7. SUBCONTRACTING

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

8. COMPENSATION

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

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

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

9. PREVAILING WAGES

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

liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or sub-consultants, or anyone directly or indirectly employed by either Consultant or its sub-consultants, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. The defense deposit requested by the City may be of a value up to the total amount of the related Task Order or \$25,000, whichever is less. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

13. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

14. MUTUAL COOPERATION

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

15. NOTICES

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

If to City

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

If to Consultant

Adam Vest, Contract Manager
TDG Engineering, Inc.
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910
Telephone: (213) 257-8680 x 755
Email: avest@tooledesign.com
contracts@tooledesign.com

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. INTERPRETATION OF AGREEMENT

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

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

19. GENERAL PROVISIONS

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

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

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

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

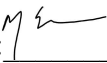
19.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
TDG Engineering, Inc., an affiliate of Toole Design Group, LLC

By: _____
Signature

By:  _____
Signature

Printed: _____

Printed: Roswell Eldridge _____

Title: _____

Title: Executive Vice President/ COO _____

Date: _____

Date: **Jun 20, 2023** _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

EXHIBIT A

“Scope of Services”

Consultant: **TDG Engineering, Inc., an affiliate of Toole Design Group, LLC**

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.

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.
- k. Provide railroad crossing design and coordination services.
- q. Provide construction management, inspection and completion of appropriate City documents as required, including ITS construction and field management.
- 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.

EXHIBIT B
(Approved Fee Schedule)
TDG Engineering, Inc.

CLASSIFICATION	HOURLY RATES
Principal-in-Charge	\$396.34 per hour
Engineering Lead II	\$292.37 per hour
Engineering Lead I	\$267.53 per hour
Senior Engineer	\$216.54 per hour
Project Engineer	\$194.63 per hour
Engineer II	\$174.12 per hour
Engineer	\$125.40 per hour
Planning Lead II	\$281.57 per hour
Planning Lead I	\$250.60 per hour
Senior Planner	\$214.66 per hour
Project Planner	\$188.12 per hour
Planner II	\$163.80 per hour
Planner	\$128.78 per hour
Landscape Architect Lead	\$240.69 per hour
Senior Landscape Architect	\$204.75 per hour
Landscape Architect	\$156.06 per hour
Designer	\$115.22 per hour
Designer II	\$124.55 per hour
GIS Specialist	\$141.72 per hour
GIS Analyst	\$146.22 per hour
Graphic Designer	\$130.45 per hour
Intern	\$71.54 per hour
Technician	\$131.06 per hour
Administration	\$115.90 per hour

MATERIALS AND NON-HOURLY SERVICES RATE	RATES
Airfare	\$800.00/trip
Hotel	\$219.00/night per GSA
Rental Car	\$125.00/day including fuel
Meals: Breakfast \$17.00, Lunch \$18.00, Dinner \$34.00, Incidentals \$5.00, Daily Total \$74.00	

PRINTING COSTS BY SIZE	RATES
8.5" x 11"	B/W \$0.35 (Duplex \$0.53), Color \$1.00 (Duplex \$1.50)
11" x 17"	B/W \$0.65 (Duplex \$0.98), Color \$2.00 (Duplex \$3.00)
Arch C	B/W (18" x 24") \$1.50, Color (18" x 24") \$15.00
Arch D	B/W (24" x 36") \$3.00, Color (24" x 36") \$30.00
Arch E	B/W (36" x 48") \$5.00 Color (36" x 48") \$65.00

Note:

Rates apply to all staff proposed. Overtime hourly rates are the same as the Maximum Rate listed. Rates are valid June 1, 2022 through May 31, 2025. Staff may change classification over the course of the contract.

EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

“City”
City of South Pasadena

“Consultant”
[COMPANY]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

Date: _____

20230608_Contract(2023-173)-MasterPSA_TB D(TooleDesign-PWOn-Call)_v20230608-Cmplt- TDGEdit

Final Audit Report


2023-06-20

Created:	2023-06-20
By:	Emily Ayers (eayers@tooledesign.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9f9wn19uUrBOmly-8jTGGz50NegeSfM0

"20230608_Contract(2023-173)-MasterPSA_TB D(TooleDesign-PWOn-Call)_v20230608-Cmplt- TDGEdit" History

 Document created by Emily Ayers (eayers@tooledesign.com)

2023-06-20 - 4:42:37 PM GMT

 Document emailed to RJ Eldridge (reldridge@tooledesign.com) for signature

2023-06-20 - 4:47:21 PM GMT

 Email viewed by RJ Eldridge (reldridge@tooledesign.com)

2023-06-20 - 5:12:47 PM GMT

 Document e-signed by RJ Eldridge (reldridge@tooledesign.com)

Signature Date: 2023-06-20 - 5:12:58 PM GMT - Time Source: server

 Agreement completed.

2023-06-20 - 5:12:58 PM GMT

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City Council Agenda Report

ITEM NO. 30

DATE: July 19, 2023
FROM: Arminé Chaparyan, City Manager *DEM for AZ*
PREPARED BY: H. Ted Gerber, Director of Public Works
SUBJECT: Residential Slow Streets Installation

Recommendation

It is recommended that the City Council review the Slow Streets Program as presented in the report and authorize City Staff to move forward with the installation of temporary Slow Streets Program equipment along the pre-selected residential streets, Hermosa Street, Grand Avenue, and Oak Street.

Background

The City's Slow Streets Program is intended to provide space for residents to safely walk and ride, and to support local businesses' use of outdoor space for dining or other purposes. This is accomplished by installing temporary program equipment along streets. In residential areas, this takes the form of temporary striping, curb extensions using reflective delineators, and bicycle lanes using short-term paint/tape and signs. In business areas the same elements are utilized, however temporary parklet structures are added to create usable street space, and other placemaking elements like furniture, plants, and art pieces are also incorporated.

In 2021, Public Works completed the pre-design outreach and prepared preliminary drawings illustrating the striping, curb extensions, parking and parklet layouts and dimensions to properly install program equipment and demonstration improvements along Mission Street, Hermosa Street, Grand Avenue, and Oak Street. Public Works began working with the consultant again in Spring 2023 to complete this work. The residential street plans for Hermosa, Grand, and Oak are now complete, and the plans for Mission Street are expected to be complete in early Fall.

Analysis

In Spring 2023, after City Council approval, the City executed a professional services agreement with Alta Planning + Design, Inc., the design team that conducted the 2021 work, along with sub-consultants Arroyo Group, Active San Gabriel Valley (ActiveSGV), and Iteris, Inc. The scope includes the residential section installation, as well as other project related work, such as initiation/administration, community outreach, design, monitoring, project evaluation, and the development of parklet designs/guidelines.

Residential Slow Streets Installation

July 19, 2023

Page 2 of 2

The proposed installation locations of the temporary equipment are shown in the attached Residential Slow Streets Directive Plans, including curb extensions and intersection/crosswalk improvements along Oak Avenue from Diamond Avenue to Garfield Avenue, temporary bicycle lanes along Grand Avenue from Mission Street to the Columbia Street, and temporary chicanes, intersection improvements, and a temporary bicycle lane along Hermosa Street. It may be necessary to make adjustments to the plan directions in the field based on site conditions, which will be discussed and implemented with Public Works staff oversight. ActiveSGV will lead the installation and specific door-to-door outreach along the three Slow Streets corridors (Oak Street, Hermosa Street, and Grand Avenue). This outreach will be conducted by ActiveSGV to inform residents of the installation. The temporary traffic control and physical installation of equipment along Mission Street will be completed by a separately contracted vendor with the project team's support.

Fiscal Impact

In August 2022, the City was awarded a grant of up to \$45,000 from the San Gabriel Valley Council of Governments (SGVCOG) toward the implementation of the Slow Streets Program with ActiveSGV. The SGVCOG grant Special Department Expense expenditure Account No. 247-6010-6011-8020-000 will be used for the \$28,000 cost for Alta sub-consultant, ActiveSGV, to install the residential program equipment under Task 4 of the existing 2022 & 2023 Slow Streets Program Professional Services Agreement. The grant is contingent on the funds being spent and the demonstrations in place by August 31, 2023. Adequate funding is available in the FY 2023-24 adopted budget for this service.

Commission Review and Recommendation

On May 31, 2023, the Mobility and Transportation Infrastructure Commission (MTIC) recommended that the City Council approve the installation of the temporary Slow Streets Program equipment along the residential streets. MTIC provided comments which informed the attached Residential Slow Streets Directive Plans.

Environmental Analysis

Installation of temporary equipment for a demonstration program has no permanent effects on the environment, 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 15304 (e), Class 4 "minor alterations to land." Creation of temporary bicycle lanes on existing rights-of-way is also CEQA exempt in accordance with Article 19, Section 15304 (h), Class 4 "minor alterations to land."

Public Notification of Agenda Item

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

Attachments

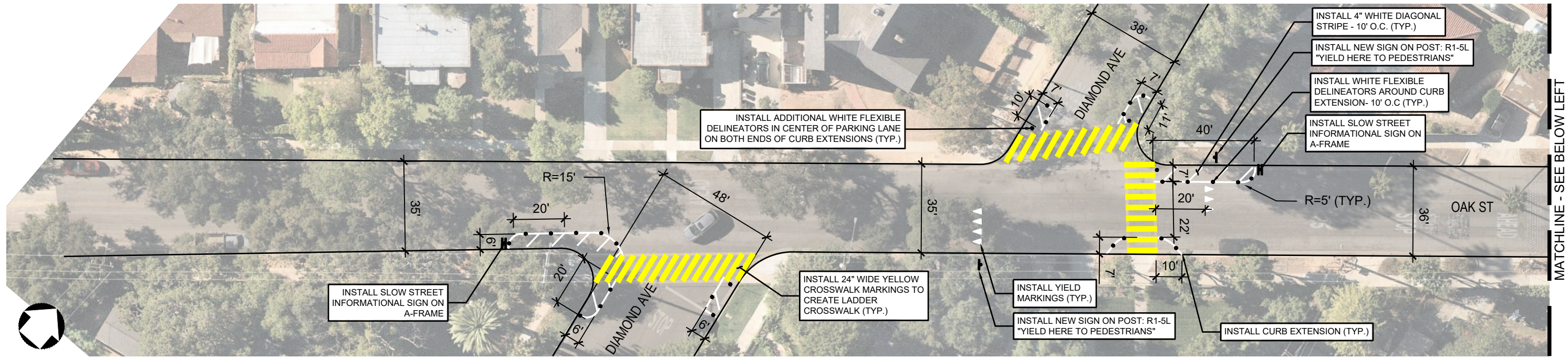
Residential Slow Streets Directive Plans

ATTACHMENT

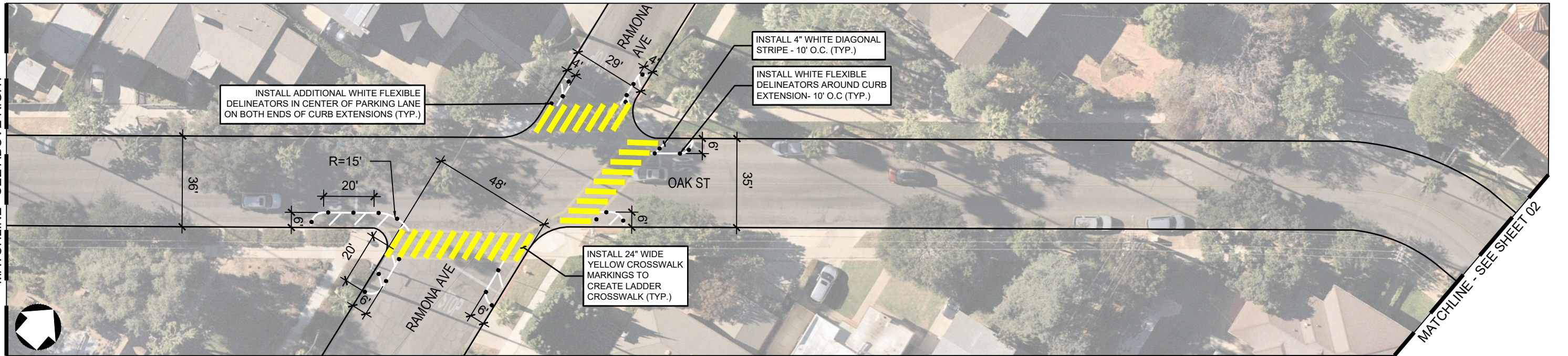
Residential Slow Streets Directive Plans

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PLAN 1A
SCALE: 1" = 40'



PLAN 1B
SCALE: 1" = 40'



**FOR TEMPORARY INSTALLATION ONLY
NOT FOR PERMANENT CONSTRUCTION**

SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
OAK STREET



DESIGNED BY: ASHLEY HAIRE, CA PE #C81212
APPROVED BY: CITY OF SOUTH PASADENA

____ (SIGNATURE)
____ (PRINTED NAME)

- NOTES:**
1. REMOVE, ERADICATE, OR COVER ALL CONFLICTING PAVEMENT MARKINGS AND SIGNS PRIOR TO INSTALLATION
 2. STREET WIDTHS SHOWN ARE APPROXIMATE.
 3. ALL STRIPING IS 4" UNLESS OTHERWISE NOTED.

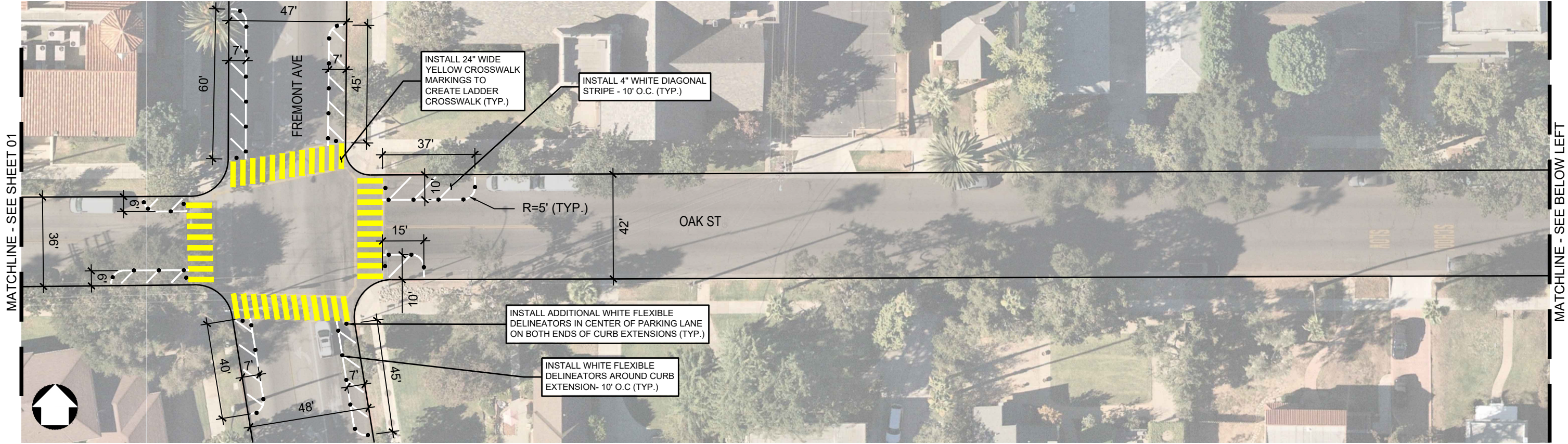
DIRECTIVE PLAN

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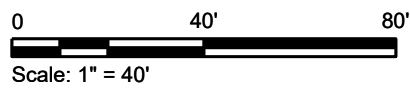
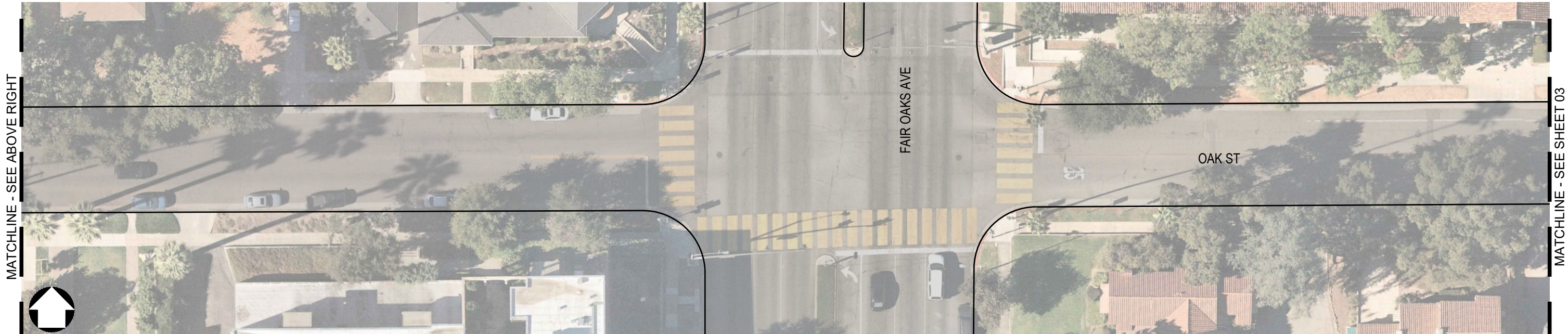
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MATCHLINE - SEE SHEET 02

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PLAN 2A
SCALE: 1" = 40'



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PLAN 2B
SCALE: 1" = 40'

SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
OAK STREET



DESIGNED BY: ASHLEY HAIRE, CA PE #C81212
APPROVED BY: CITY OF SOUTH PASADENA

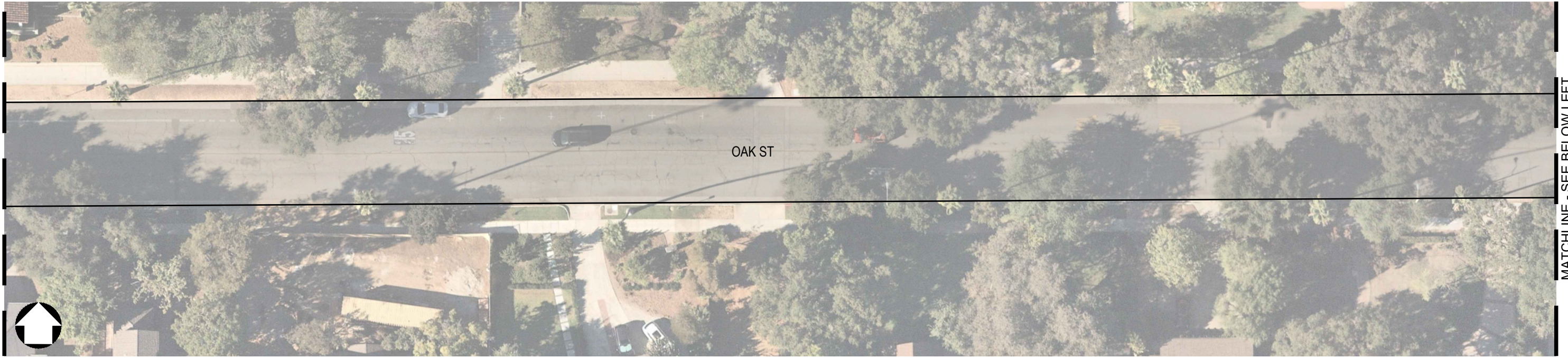
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- NOTES:**
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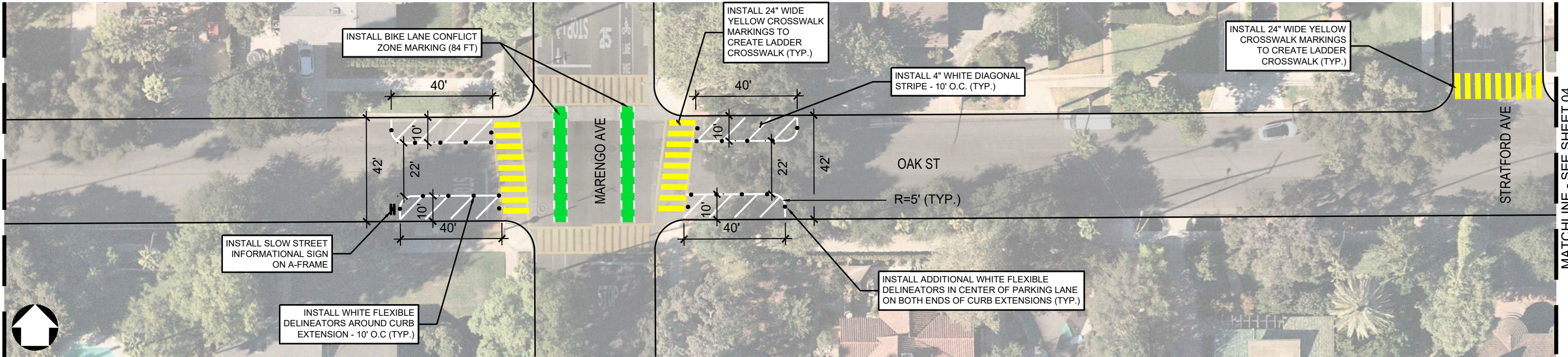
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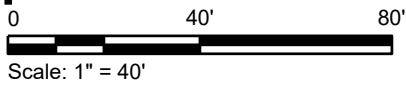
PLAN 3A
SCALE: 1" = 40'

MATCHLINE - SEE ABOVE RIGHT



MATCHLINE - SEE SHEET 04

PLAN 3B
SCALE: 1" = 40'



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SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
OAK STREET



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APPROVED BY: CITY OF SOUTH PASADENA

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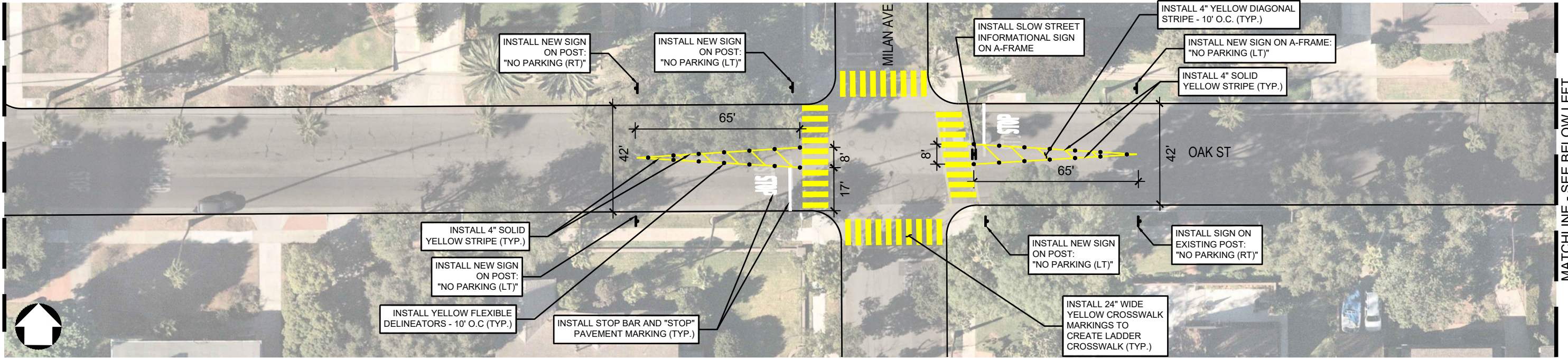
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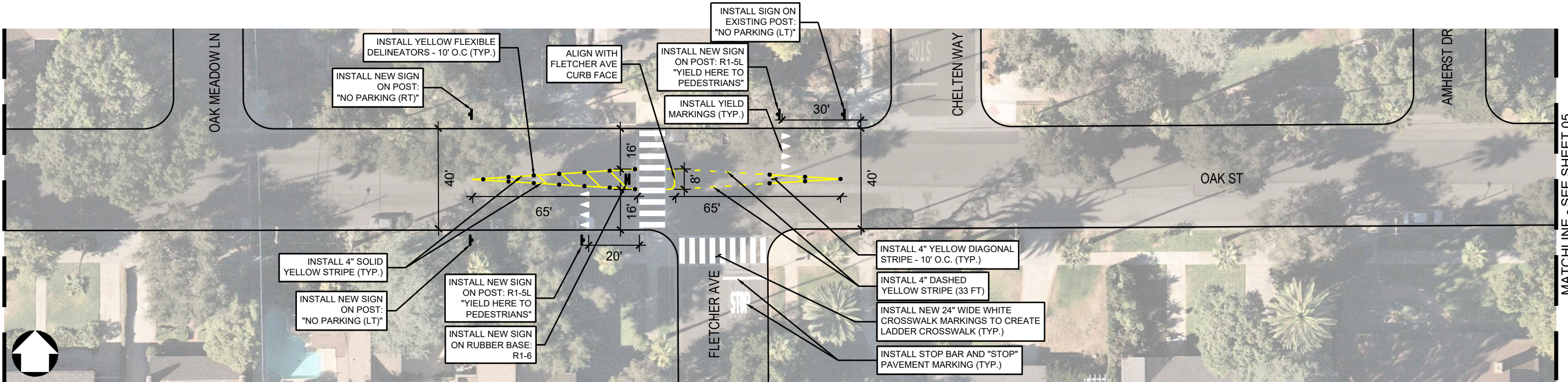
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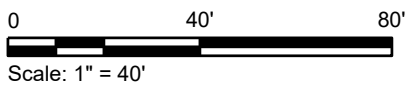
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SCALE: 1" = 40'

MATCHLINE - SEE ABOVE RIGHT



MATCHLINE - SEE SHEET 05

PLAN 4B
SCALE: 1" = 40'



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SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
OAK STREET



DESIGNED BY: ASHLEY HAIRE, CA PE #C81212
APPROVED BY: CITY OF SOUTH PASADENA

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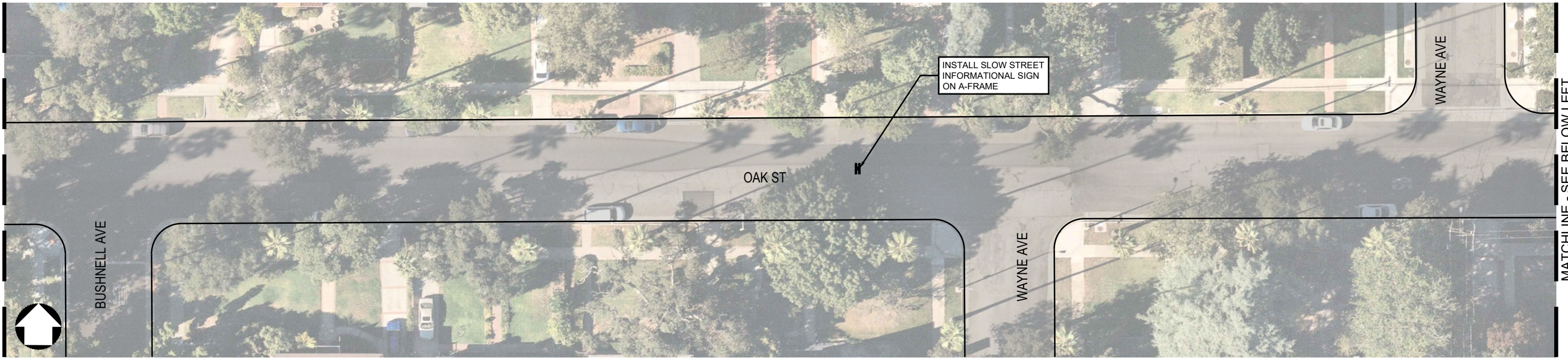
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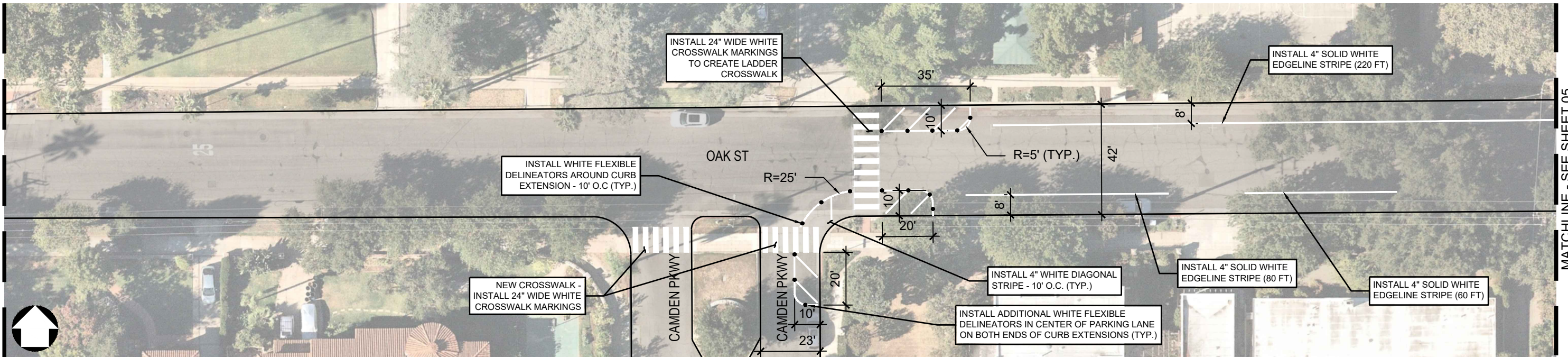
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PLAN 4A
SCALE: 1" = 20'

MATCHLINE - SEE ABOVE RIGHT



MATCHLINE - SEE SHEET 05

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Scale: 1" = 40'

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PLAN 4B
SCALE: 1" = 20'

SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
OAK STREET



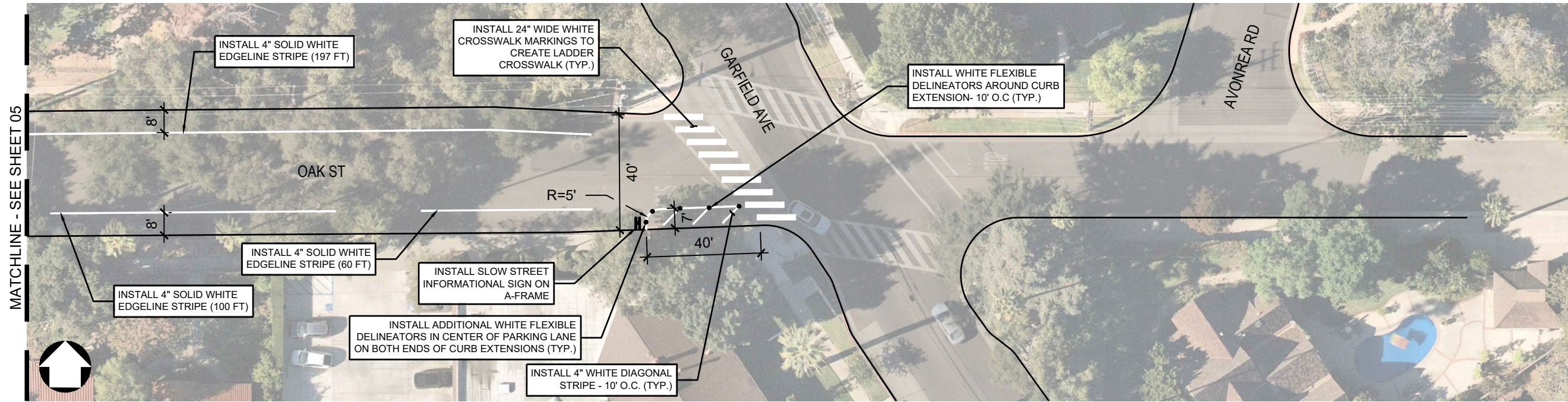
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APPROVED BY: CITY OF SOUTH PASADENA

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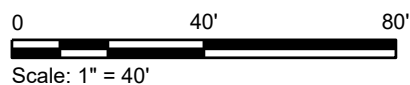
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PLAN A
SCALE: 1" = 40'

MATERIAL SPECIFICATIONS AND GENERAL NOTES:

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SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
OAK STREET



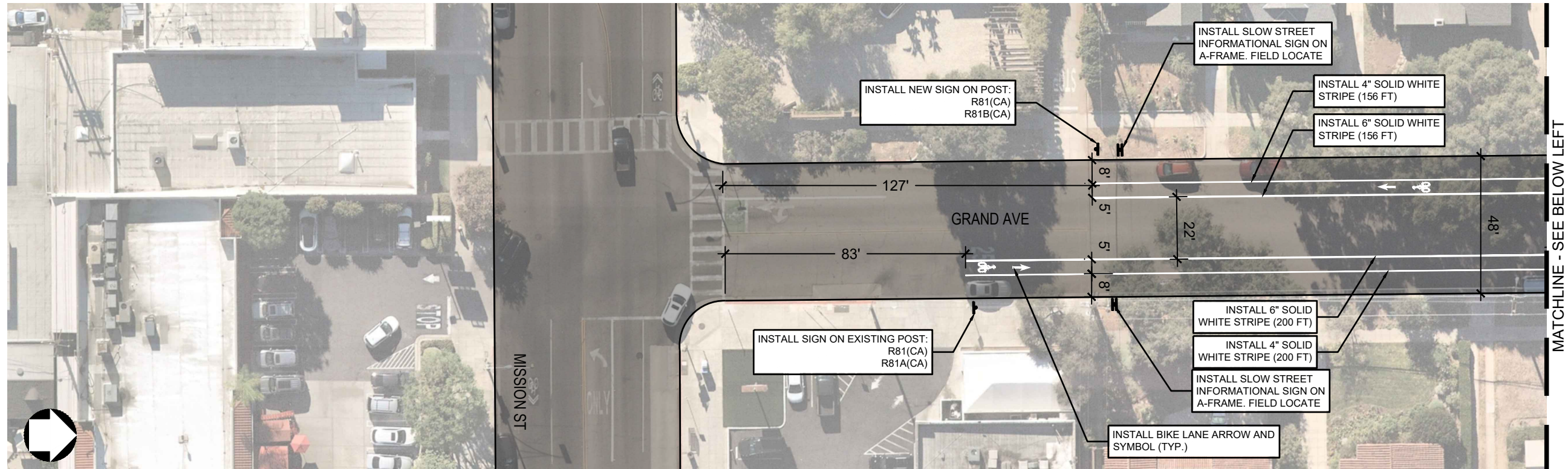
DESIGNED BY: ASHLEY HAIRE, CA PE #C81212
APPROVED BY: CITY OF SOUTH PASADENA

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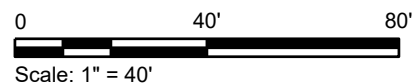
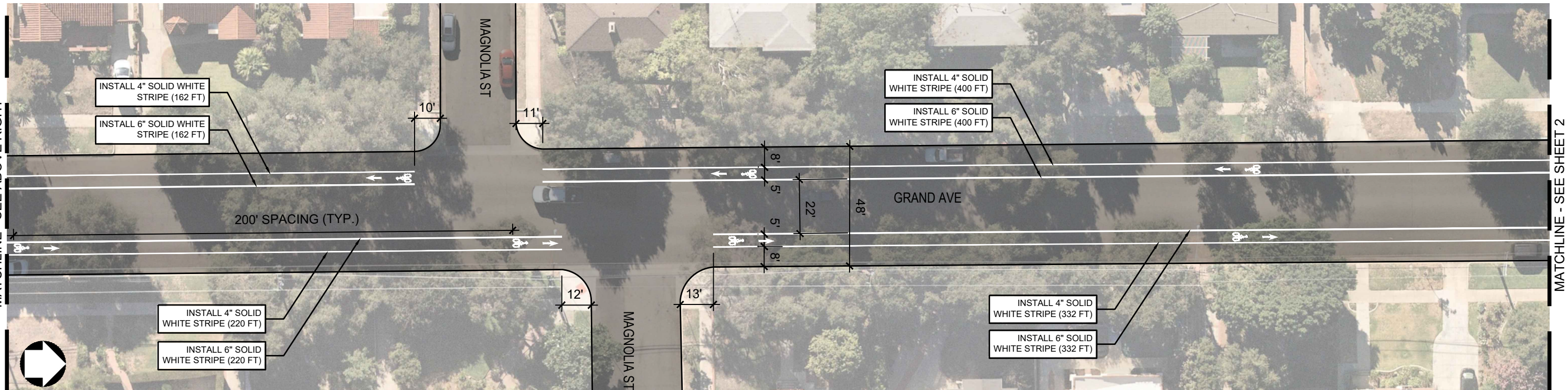
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DIRECTIVE PLAN

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PLAN 1A
SCALE: 1" = 40'



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PLAN 1B
SCALE: 1" = 40'

SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
GRAND AVENUE



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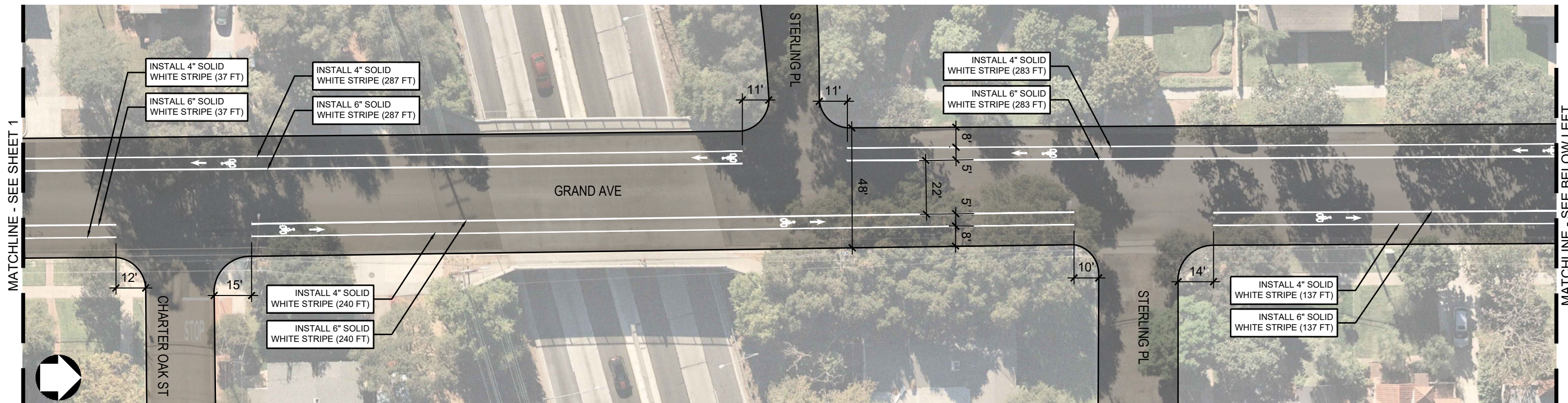
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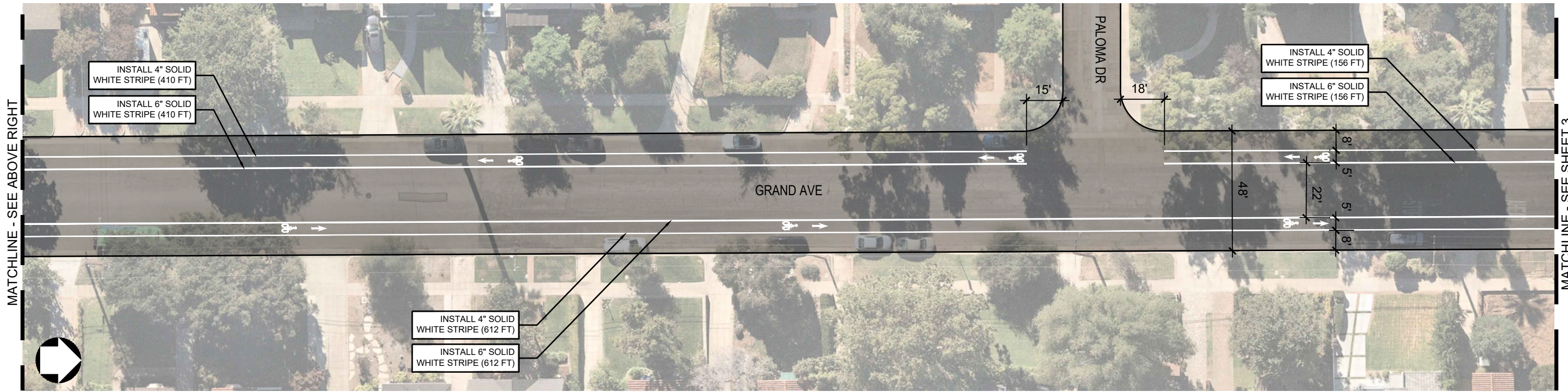
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DIRECTIVE PLAN

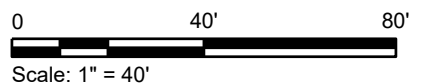
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PLAN 2A
SCALE: 1" = 40'



PLAN 2B
SCALE: 1" = 40'



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SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
GRAND AVENUE



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APPROVED BY: CITY OF SOUTH PASADENA

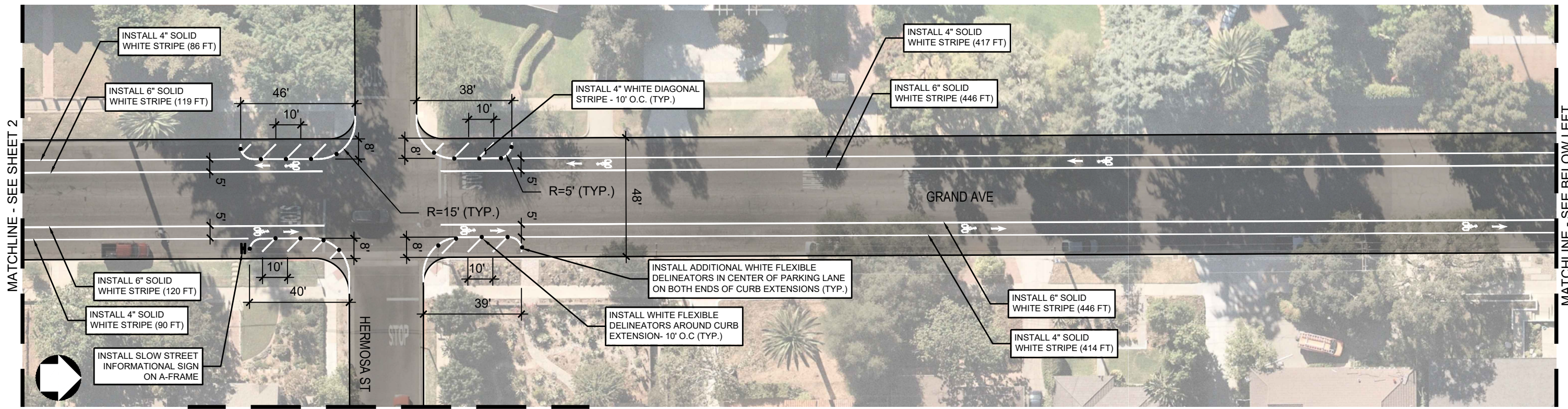
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DIRECTIVE PLAN

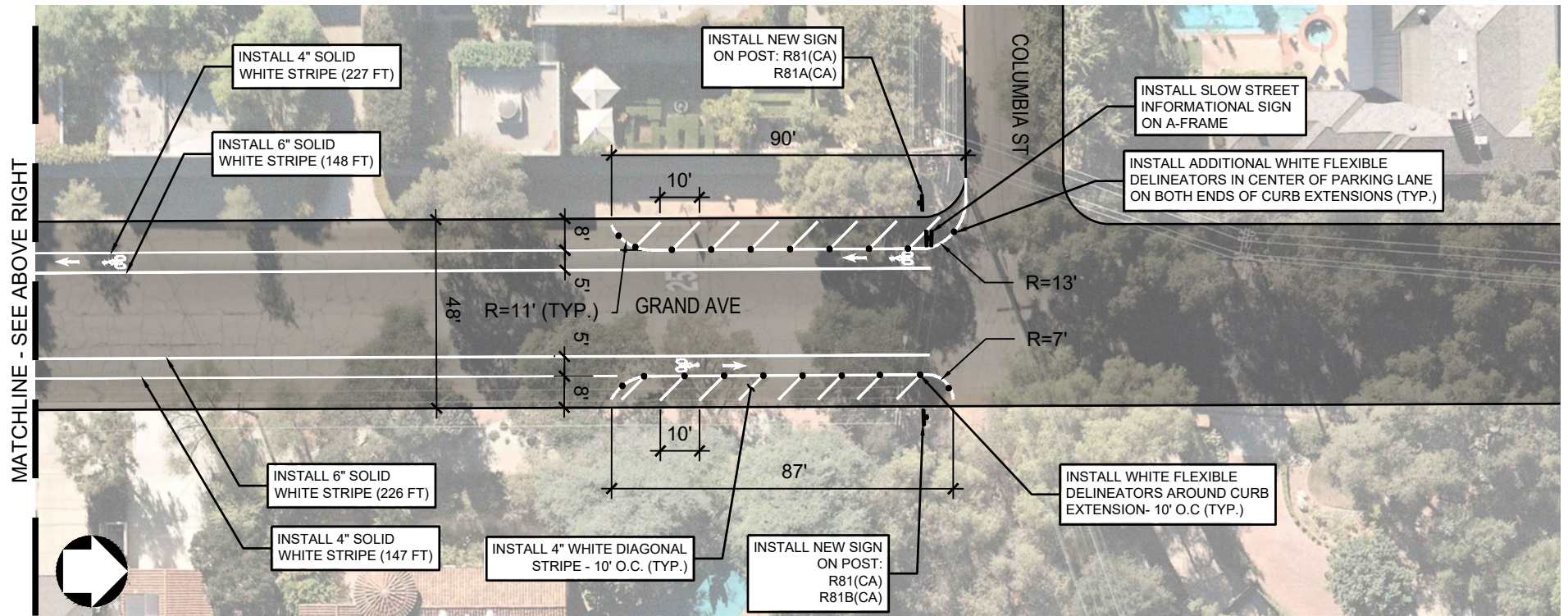
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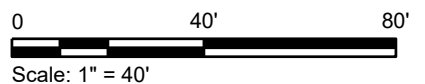


PLAN 3A
SCALE: 1" = 40'



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PLAN 3B
SCALE: 1" = 40'



SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
GRAND AVENUE



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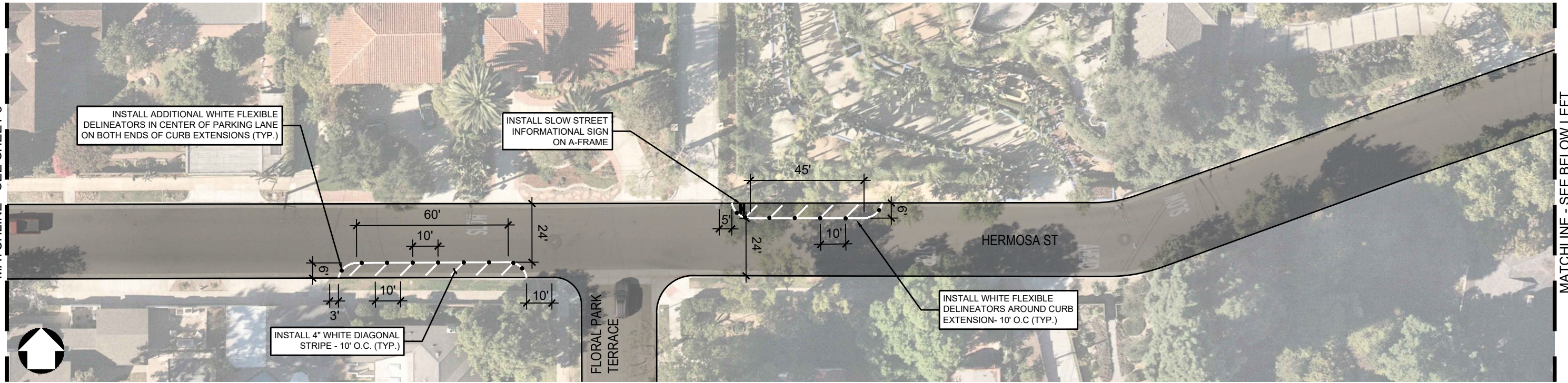
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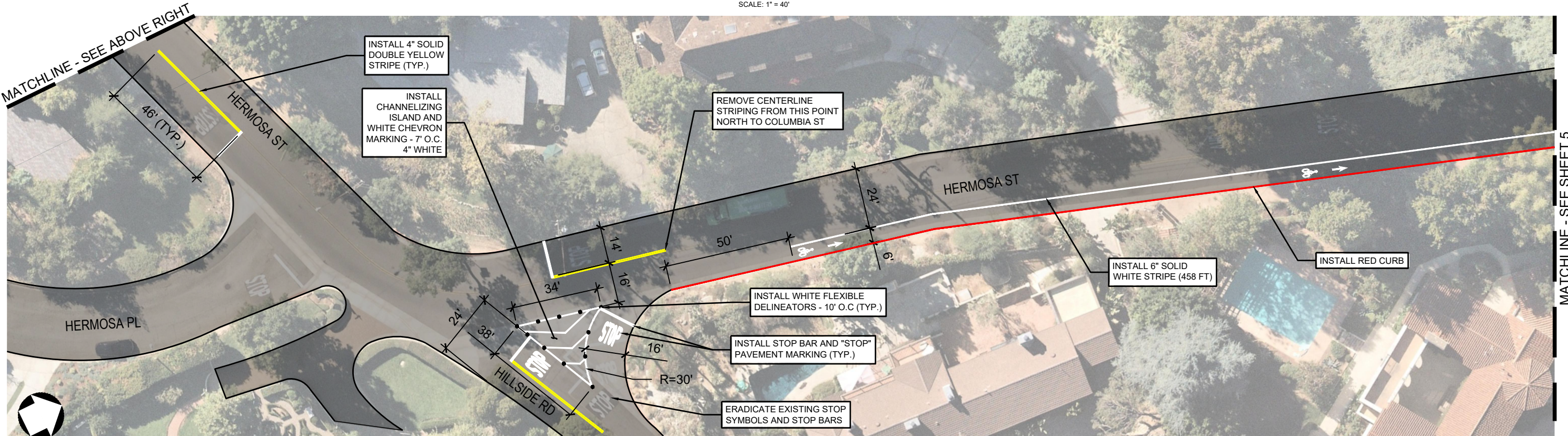
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MATCHLINE - SEE SHEET 3

MATCHLINE - SEE BELOW LEFT

PLAN 4A
SCALE: 1" = 40'

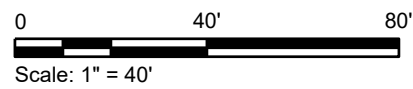


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MATCHLINE - SEE SHEET 5

PLAN 4B
SCALE: 1" = 40'

SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
HERMOSA STREET



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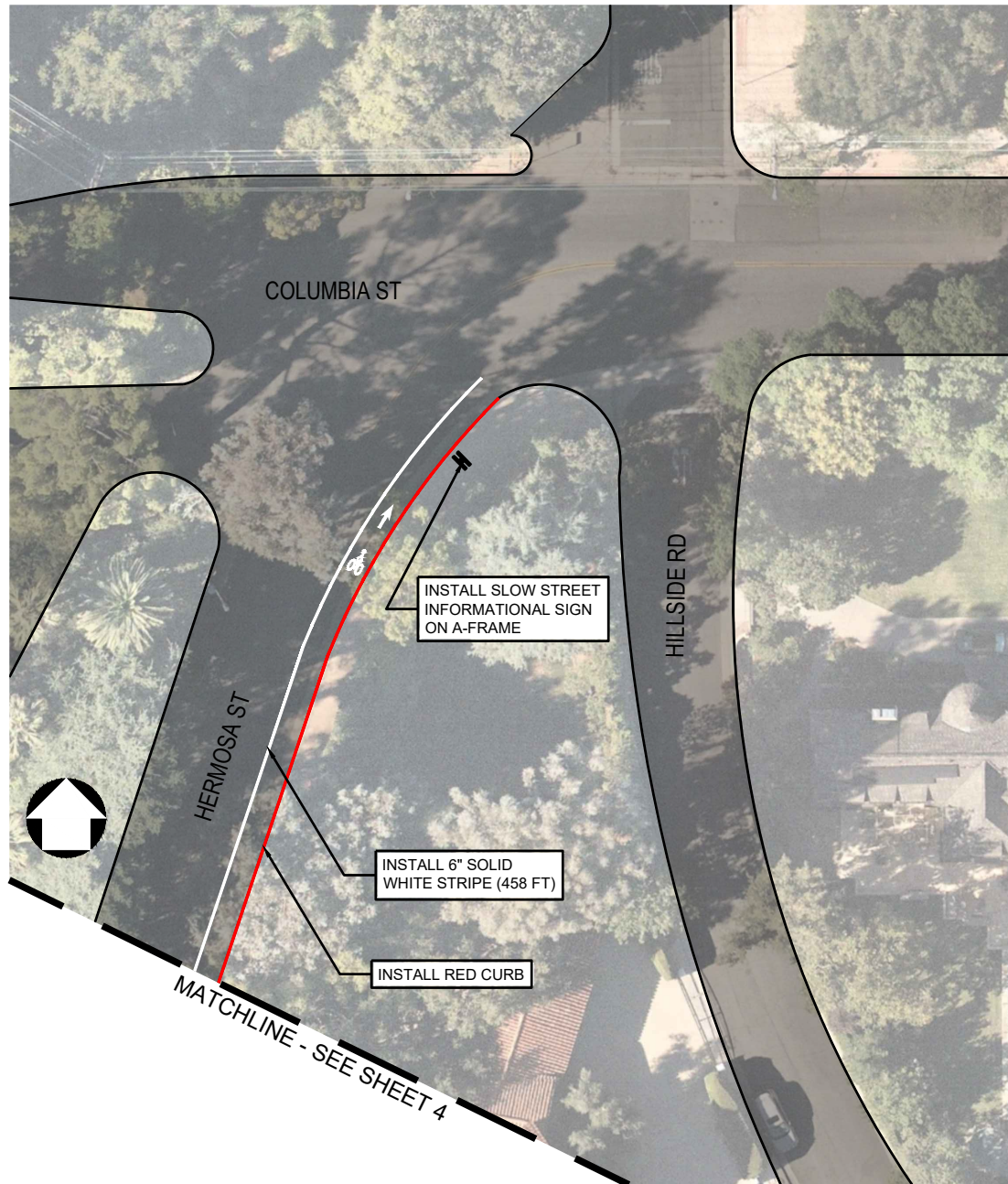
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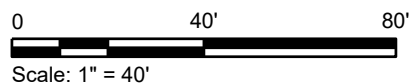
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PLAN 5
SCALE: 1" = 40'



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SOUTH PASADENA SLOW STREETS PROGRAM, DEMONSTRATION PROJECT
HERMOSA STREET

DIRECTIVE PLAN

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City Council Agenda Report

ITEM NO. 31

DATE: July 16, 2023
FROM: Arminé Chaparyan, City Manager *BCM for AC*
PREPARED BY: Mary Jerejian, Management Analyst
SUBJECT: Fiscal Year 2023 Economic Development Strategy

Recommendation

It is recommended that the City Council receive and file the City's Fiscal Year 2023 Economic Development Strategy.

Executive Summary

The City of South Pasadena launched an Economic Development Division in 2022 with a goal to create a direct link between City Hall and local businesses. Efforts to create a strong Economic Development strategy are listed throughout the City's Strategic Plan and Budget Key Performance Indicators. City staff brings this informational report before the City Council tonight to present on the progress and efforts of the Division thus far in supporting local businesses and future efforts to meet the needs of our business community, and to share the strategy for the near future.

Background

Economic development is the creation of wealth from which community benefits are realized, an investment in growing the economy that increases revenues for jurisdictions so that they can provide services and opportunities for residents and businesses in a way that aligns with the community's values. For municipalities, Economic Development is focused on efforts to support the attraction, retention, growth and support of the local economy and the businesses located within the jurisdiction.

The history of economic development goes back to 1945, when the California State Legislature passed the Community Redevelopment Act. In 2012, redevelopment agencies were dissolved, as did state-funded economic development dollars to facilitate and resource those efforts, and jurisdictions were left to decide what economic development would continue to mean for their agencies and communities, and if the commitment were to remain. Municipalities now had to commit resources, staff, and funding from their general fund, and to create new ways to support local businesses. Municipalities began prioritizing new strategies, which included building relationships with their business communities and utilizing partnerships as well as City funding to create resources for the business community. Economic development as it exists today includes

building relationships, business retention and expansion, workforce development, marketing and promotion, business ombudsman services, and resources for starting a business.

Most cities today participate in economic development efforts at various levels. It is common for large urban cities to have an entire department of 10-12 staff dedicated to these efforts while smaller cities may have economic development divisions overseen by a couple of staff members. While previous staff members had been tasked with economic development efforts in the past, the City of South Pasadena made the commitment in establishing an Economic Development Division, housed in the City Manager's Office, end of 2021, and the team is comprised of the Deputy City Manager and the Management Analyst, who also oversee other responsibilities, as well as an inter-departmental team that has been activated to plan proactive efforts, respond to service requests and inquiries, and to employ efforts of a business-friendly and business-forward charge across the agency.

Analysis

Since 2022, the Economic Development Division has used feedback from businesses, partner agencies, residents, City Council, and staff to guide the approach in identifying and prioritizing challenges related to business at City Hall. This feedback has included clear and concise communication, a user-friendly process in inquiring for licenses and permits, relationship building, and keeping the business community apprised and involved in the process.

Program and Efforts: 2022 – Present

All resources, assistance and programs developed in the Economic Development Division are available to all South Pasadena businesses, at no charge. While we partner with various agencies to facilitate services or to leverage resources, businesses have a direct line to staff at City Hall, and will experience a professional, business-friendly and business-forward approach to addressing their needs, solutions to challenges, brainstorming an idea and creating an actionable path forward. Attachment 1 of this report highlights all of the efforts that the Economic Development Division has worked on to date.

Partner Agencies

The division has prioritized various partnerships on the local, state, and federal level to ensure that they are staying up to date with various economic development resources and programming. Our partner agencies include the South Pasadena Chamber of Commerce, Governor's Office of Business and Economic Development (GO-Biz), Foothill Workforce Development Board, Small Business Administration (SBA), Small Business Development Center (SBDC), South Pasadena Public Library, and the San Gabriel Valley Economic Partnership.

City Manager Chaparyan also serves as the co-chair for the San Gabriel Valley Economic Partnership Economic Development Committee, which brings together over 50 City

Managers and Economic Development staff members together in the effort of professionalizing and developing a strengthened and vibrant economic development cohort across the San Gabriel Valley. The group focuses on opportunities for the region and the member cities, emerging trends and best practices, professional development, and a creative and professional approach to strengthening the local economy. Economic Development is not always bound by or limited to jurisdictional boundaries, impacts to business often occur at the regional level, and a concerted front help to elevate the voice of economic development and our respective business communities in the resourcing, legislation, attraction and retention realms.

Economic Development Strategy: South Pasadena Forward

The Economic Development Division attended and participated in the 2023 International Council of Shopping Centers in Las Vegas in May 2023 to learn about real estate and retail industry shifts, and to gather useful information in developing the next steps in the Economic Development strategy. The goal of establishing an Economic Development strategy is to set goals in providing the business community with the customer service, resources, and information needed to grow and thrive in South Pasadena.

The Economic Development strategy detailed in Attachment 2 addresses retail vacancies, improved site selection coordination, and business attraction and growth opportunities. The following strategies will be initiated in the coming months to continue to develop our efforts in serving and strengthening the local economy:

1. Develop City Council Business Support Subcommittee
 - a. A sub-committee to establishing and further efforts in serving the business community.
 - b. Built-in support of Council will help make progress on various strategies, strengthen partnerships and relationships, and further the commitment to Economic Development in South Pasadena.
2. Meet with Industry Professionals and Existing Industry Clusters
 - a. Focus on challenges and successes in specific industries that makeup the South Pasadena business community including tech, retail, and professional services. In meeting with each industry group, identify opportunities to further grow the existing industries and clusters in the City.
 - b. Strengthen business growth and retention efforts through marketing and messaging to attract further investment.
3. Explore Opportunity Sites
 - a. Identify vacant sites and engage with owners and commercial real estate professionals to develop opportunity sites and better understand the local real estate and vacancy market, and stay ahead of major anticipated developments or moves not yet reflected in the market, to assist in business growth or retention opportunities.
 - b. Vacant restaurant sites with commercial kitchens can be developed into restaurant/eatery incubator sites. A program can help usher businesses in

- with lower overhead, grow them and eventually re-locate within South Pasadena to grow the business.
- c. Vacant commercial office space can be sub-divided to creative office space, meeting space, tech or start-up space that meets today's post-COVID office space needs. Specific outreach and attraction to start-up businesses, and engagement with local universities, think tanks and creative office space in the region to field opportunities.
 - d. Consider developing guidelines or facilitating commercial spaces for business pop-up opportunities; some existing businesses in South Pasadena are growing out of their home-occupancy or community organization spaces, but are not yet ready to assume the significant costs of rents and overhead; pop-ups or temporary business solutions can grow the customer base, grow the business to where they can further invest in South Pasadena.
 - e. Creative approaches come with funding opportunities; explore and apply to grants, state and local funding opportunities to support new projects.
 - f. Consider creative approach to highlight local artwork at vacant sites or through temporary art galleries to make vacant spaces in high traffic pedestrian areas attractive and visually aesthetic.
4. Put South Pasadena on the Map
- a. Explore new ways to use existing and/or new events as opportunities to market Economic Development.
 - b. Create new City marketing materials for business outreach.
 - c. Identify City social media influencers to serve as ambassadors to City visitation.
 - d. Create additional walking tours of City, including historical sites and more locations.
 - e. Create new Economic Development website for businesses to access resources.
 - f. Explore regional marketing opportunities with cities in the San Gabriel Valley to attract visitors during the 2028 Los Angeles Olympics and beyond.

The Economic Development team focuses on staying responsive to the needs and inquiries of the community, and the Economic Development strategy employs that feedback and information, industry trends and emerging practices, and creative approaches to serving the local community. These new strategies will also help to put South Pasadena on the map, and continue developing the business-friendly and business-forward approach as real estate and industries shift, as business models shift post-pandemic.

Fiscal Impact

There is no fiscal impact related to this report; any future Economic Development programs or projects may have a fiscal impact, and staff will look for funding opportunities and leveraging of resources, as well as funding requests to City Council.

Key Performance Indicators and Strategic Plan

This item is in line with the following City Manager's department's KPI's:

1. Develop and launch an Economic Development program
 - a. Business Concierge Service program, including business visits and business review sessions with interdepartmental Economic Development Team
 - b. Create a "Guide to Doing Business in South Pasadena"
 - c. Branding and marketing plan
 - d. Host two business networking events in 2022

In addition to these KPI's, the City's Strategic Plan #2 is to "Create a Strong Economic Development Strategy to Strengthen Local Business." The tasks included in this goal are technology updates, Economic Development program, and Economic Development plan.

Attachments:

- 1) Economic Development Efforts 2021-2023
- 2) Economic Development Strategy for FY 2023-2024

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ATTACHMENT 1
Economic Development Efforts 2021-2023

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**City of South Pasadena
2021-2023 Economic Development Strategies & Efforts**

Program	Description	Launch Date	Results
Communications Strategy	Creation of social media and communications strategy to utilize best practices in branding to ensure that the City’s branding is reflected in the City’s outreach efforts and engagement materials.	January 2022	Over 50% in one year across all social media accounts including Instagram, Facebook, and monthly newsletter.
	The development and launch of the City’s mobile app, SouthPas mobile, provides resources at resident, business owner and visitors’ fingertips, including direct links to the Economic Development team, our resources, our partner agencies, and direct contact information to staff at City Hall.	September 2022	South Pasadena has the most downloads of a GoGov powered mobile app for a City of our size (over 3,000 downloads to date).
	Launch of Citywide Communications Survey to solicit input from residents, businesses, visitors, and staff on the City’s current communications tools and website.	January 2023	503 responses to survey leading to implementing recommendations of creating Twitter account, increasing in-person outreach, and kicking off new website efforts.
	The development of a new City website (award of contract expected July 2023) will include the priority of a user-friendly site, improved business licensing process, ease of access to resources.	July 2023	Projected results: A user-friendly and highly visited website with accessible information pertaining to City happenings and resources.
Creation of dedicated Business email	Creation of business@southpasadenaca.gov , a dedicated email account for businesses to reach out to the Economic Development Division.	February 2022	Standardized communications between businesses and City hall.

**City of South Pasadena
2021-2023 Economic Development Strategies & Efforts**

<p>Business Concierge Program</p>	<p>Business services on an individual and case-by-case basis; this program includes the Business Visitation and Business Review Session programs.</p> <p>Business Visitation includes 30 minutes to an hour business visit with City staff to make a personal connection, learn about the business, learn successes and discuss challenges; staff follows up with resources, solutions, referrals and warm hand-off to appropriate partner agencies.</p> <p>Business Review Session (pre-application) program provides access to business owners to various appropriate City staff around a table (in person or virtual) to discuss plans for a new business, site selection and location services, growth ideas, and more. These meetings help to inform business owners or potential business owners on timelines, costs, appropriate zoning, etc. to ensure they are making informed decisions; a clear path forward and minimizing risks. This program also informs staff to better assist in the permitting process and possible troubleshooting early in the process.</p>	<p>March 2022</p>	<p>Visited 4 businesses that directly reached out to the division, invited 2 businesses to City Hall to discuss site selections, and conducted walk through visitations of various business districts including Mission, Fair Oaks, and Huntington.</p>
<p>Business Newsletter</p>	<p>Monthly or as-needed basis newsletter that go out to all 2,521 businesses. Newsletter includes upcoming webinars, resources, and any news from the division.</p>	<p>May 2022</p>	
<p>Business Highlight Program</p>	<p>Businesses schedule a business visit to capture and highlight their story, and the team produces a</p>	<p>March 2022</p>	<p>Highlighted 20 businesses across social media channels,</p>

**City of South Pasadena
2021-2023 Economic Development Strategies & Efforts**

	marketing video at no charge. The team then promotes the video across social media channels, and promotes any posts by the business to help improve visibility.		averaging 2,000 views per video.
Guide to Doing Business	The division launched a 10-step guide to starting and growing a business in South Pasadena. This document guides business owners through starting and licensing their business, identifies direct contacts at every step, and also includes the City's partner agencies to leverage shared resources. Resources include assistance in starting a business, funding opportunities, and more.	October 2022	Distribution of over 300 physical guides at past Business Networking Events and through in-person business outreach.
Business Networking Events	Quarterly business networking events bring our business community together, support business-to-business networking and connections. The team uses this opportunity to provide short presentations relevant to businesses by key divisions/departments, share updates or information, and to take a moment to thank our South Pasadena businesses for choosing and continuing to invest in South Pasadena. Partner agencies also host information booths or participate, to meet with business owners in person and follow up on any inquiries or needs.	June 2022; quarterly.	Hosted 2 business networking events in 2022, and 1 in 2023. Each event brought together 60-75 business representatives. The division is planning to plan one more this year in consideration of future Economic Development programming and events.
Quarterly Downtown District Business Meetings	Originally called the Quarterly 'Mission Merchants' meeting, this quarterly meeting has grown to include more businesses across town. These meetings are held roundtable style, where the team can provide updates, but focus on hearing input from the businesses on challenges, issues,	2022	

**City of South Pasadena
2021-2023 Economic Development Strategies & Efforts**

	and ideas to best serve our community. The team also has engaged this group on feedback on efforts such as the Holiday Lights & Décor program, Slow Streets program implementation, legislation efforts related to business, and more.		
Holiday Lights and Décor	The division partnered with the South Pasadena Chamber of Commerce to create a holiday lights and décor plan for the 2022 holiday season, and to plan for short-term and long-term investments to beautifying and improving the core retail corridor for the holiday season. The planning for 2023 holiday décor has already begun.	October 2022 July 2023	Purchase of new tree lights along Mission Street that will stay up year-round and holiday rental décor.
Experience South Pasadena	In partnership with the South Pasadena Chamber of Commerce, the division created a new program to promote community engagement and visitation to South Pasadena through creative walking tour experiences. Two tours were launched in Summer 2023, including the “Around the World in South Pas” and “Library Art Tour.” These self-led tours are an opportunity to create an experience in South Pasadena, to highlight a segment of our community (eateries, coffee shops, recognizable filming locations, etc.), promote walkability/accessibility of our community, increased business foot traffic. At the end of a ‘tour’, participants submit photos and a passport book to receive a promotional item.	June 2023	42 tour participants during the first month of the program.
Improved Business Licensing Process	Since 2017 City has contracted with HdL to provide business licensing process for all businesses located in, or doing business in, South Pasadena. The shift from an internal business license process at City Hall to a contracted effort has had significant	2023	

**City of South Pasadena
2021-2023 Economic Development Strategies & Efforts**

	<p>negative feedback from the business community, in the shift of doing business with a contract entity. The team has stepped in to manage the contract with HdL, clearly set standards for service to our community, improve the standards of information outreach to the business community, and facilitate any issues that arise. With the sunseting of COVID-19 licensing relaxations, we are working closely with HdL on a business-friendly approach to outreach for compliance efforts.</p> <p>The contract with HdL is set to expire in Fall 2023, and staff will return to the City Council with analysis and recommendations for the future of business licensing in South Pasadena.</p>		
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ATTACHMENT 2
FY 2023 Economic Development Strategy

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SOUTH PAS 4 WARD

Prepared By: The Economic Development Division

ECONOMIC DEVELOPMENT STRATEGY FISCAL YEAR 2023



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MESSAGE FROM THE TEAM

Dear South Pasadena,

We are delighted to announce the release of our Fiscal Year 2023 Economic Development Strategy. This comprehensive strategy outlines our vision, goals, and initiatives aimed at fostering sustainable growth, enhancing economic vitality, and ensuring prosperity for our vibrant City. This document is intended to serve as a starting point for an intentional path forward on visioning and developing for our local economy and business community.

At the heart of our strategy lies a commitment to cultivating an environment that encourages innovation, collaboration, and entrepreneurship. By leveraging our unique strengths, telling our story, engaging with the business community, and fostering strategic partnerships, we aim to further elevate South Pasadena as a unique economic hub within our region, and to highlight our limitless potential.

This Strategy focuses on four key areas, including: 1) the establishment of a City Council business sub-committee, 2) meeting with industry professionals to increase business growth and retention, 3) exploring opportunity sites, and 4) putting our City on the map through various marketing initiatives.

We are excited about the opportunities ahead, and the journey that we will embark on together. To our existing businesses, thank you for your continued investment in South Pasadena. As we look towards the future, we continue our commitment to serving and supporting you, and in working together to strengthen our unique and special business community.

Thank you for your continued support and partnership.

Onward,

ABOUT OUR TEAM

The City of South Pasadena's Economic Development Division is led by the City Manager's Office and supported by an interdepartmental Economic Development team made up of staff from each City department. Economic Development efforts include business concierge services, site selection, marketing, and visitor attraction.

Together, our team employs a business-forward and business-friendly approach when serving our business community.

Vision

To create a dynamic and prosperous economic landscape that embraces innovation and growth, while preserving our City's unique charm. Guided by a forward-thinking approach, we strive to foster an ecosystem where businesses of all industries can thrive with the support of the Economic Development Division and the support and service of our industry partners.

Mission

To create a positive business community, provide essential resources and develop programs to promote, attract, retain, and expand business opportunities in the City of South Pasadena.



DIVISION SNAPSHOT

Ongoing & Existing Programs



Business Concierge Program

- Individual business visitations or calls to discuss business plans, location selection, growth ideas, and more.



Business Highlight Program

- Business filming and promotions program across the City's social media platforms.



Experience South Pasadena

- Partnership with the South Pasadena Chamber of Commerce to create ongoing tours and experiences to encourage visitors and residents to shop locally.



Business Resources

- Resources from the Economic Development Division include our as-needed Business Newsletter, Guide to Doing Business, and dedicated business email: business@southpasadenaca.gov.

2021 - 2023 Recap



20 business highlighted, averaging 2,000 views each.



City Manager developed and co-chairs San Gabriel Valley Regional Economic Development Committee to put SGV on the map & to professionalize the industry.



503 responses to Citywide Communications Survey.



Increased social media growth by over 50% across all platforms.



Hosted 3 business networking events that brought together 60-75 business representatives.



Launched City website redesign project. New website coming soon!



Beautification of the Mission District with new tree lights.



Launched City app: SouthPas Mobile and reached 3,000 downloads before the first year.

SOUTH PAS 4 WARD

2023 STRATEGIC FOCUS AREAS



City Council Business Ambassadors

- Establish a City Council sub-committee to work with the Economic Development Division to further efforts in serving the business community by strengthening partnerships and providing feedback on strategy.



Meet With Industry Professionals & Existing Industry Clusters

- Focus on challenges and successes in specific industries that makeup the South Pasadena business community including tech, retail, and professional services. In meeting with each industry group, identify opportunities to further grow the existing industries and clusters in the City.
- Strengthen business growth and retention efforts through marketing and messaging to attract further investment.



Explore Opportunity Sites

- Engage with commercial real estate professional to develop opportunity sites and better understand the local real estate and vacancy market while staying ahead of major anticipated developments.
- Explore creative approaches in developing guidelines for facilitating commercial spaces for business and art pop-up opportunities for new and existing businesses looking to explore storefront investment in the future.
- Identify creative approaches for funding opportunities from local, state, and federal grants to support new projects related to opportunity site projects.



Put South Pasadena On The Map

- Explore new ways to use existing and/or new events as opportunities to market Economic Development.
- Create new City marketing materials for business outreach and new Economic Development website for businesses to access resources.
- Identify social media influencers to serve as ambassadors to City visitation.
- Create additional walking tours of the City, including historical sites and more locations.
- Explore regional marketing opportunities with cities in the San Gabriel Valley to attract visitors during the 2028 Los Angeles Olympics.

THE PATH 4 WARD

STRATEGIC FOCUS AREA #1: Develop City Council Business Support Subcommittee

Goal	Supporting Action	FY 23-24 KPI	2021-2026 Strat Plan
Create expanded business friendly support efforts across the agency.	Establish City Council sub-committee to make progress on various strategies, strengthen partnerships and relationships, and further Economic Development commitment.	Establish City Council sub-committee on Economic Development.	2a. Develop and launch Economic Development Program.

STRATEGIC FOCUS AREA #2: Meet With Industry Professionals & Existing Industry Clusters

Goal	Supporting Action	FY 23-24 KPI	2021-2026 Strat Plan
Identify growth and expansion opportunities.	Contact industry cluster professionals to discuss successes and challenges.	Host quarterly business networking events.	2a. Develop and launch Economic Development Program.
Establish best practices in retention and attraction.	Expand business marketing and telling the South Pasadena story to attract industry clusters to invest in the City.	Establish program to welcome new businesses to the City.	

THE PATH 4 WARD

STRATEGIC FOCUS AREA #3: Explore Opportunity Sites

Goal	Supporting Action	FY 23-24 KPI	2021-2026 Strat Plan
Identify vacant sites and explore creative approaches in developing opportunity sites.	Engage with owners and commercial real estate professionals to strategize and explore vacancies including restaurants, commercial, and possible pop-up spaces for artwork to encourage growth and investment in the City.	Establish program to welcome new businesses to the City.	2a. Develop and launch Economic Development Program.

STRATEGIC FOCUS AREA #4: Put South Pasadena On the Map

Goal	Supporting Action	FY 23-24 KPI	2021-2026 Strat Plan
Promote Economic Development efforts.	Create new marketing materials and robust website.	Launch new City website to the community.	2a. Develop and launch Economic Development Program.
Attract visitors to South Pasadena and encourage local business support.	Create additional walking tours, and identify City social media influencers.	1,000 new followers across social media channels.	6e. Public Engagement; Establish and implement a targeted Community Outreach Program.
Make South Pasadena a visitor destination during the 2028 Los Angeles Olympics.	Meet with Economic Development partners across the San Gabriel Valley to create a regional approach to attract visitation.		



OUR BUSINESS COMMUNITY



1,604 businesses

- 382 home businesses
- 362 residential rental businesses
- 860 storefronts & physical businesses



- 1,211 businesses with 1-4 employees
- 229 businesses with 5-9 employees
- 95 businesses with 10-19 employees

Industry Clusters



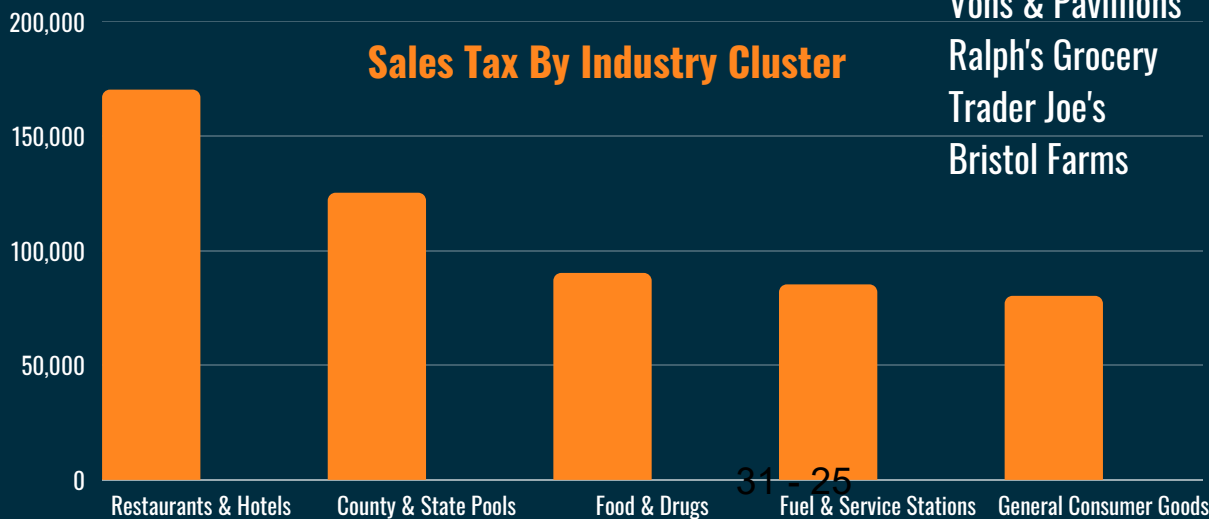
Top 12 Sales Tax Producers

- | | |
|---------------------------|-----------------------|
| M3 Office | Mission Tile West |
| Arco | G & M Oil |
| American Premium Gasoline | Trader Joes |
| Vons & Pavilions | Gus's BBQ |
| Ace Hardware | Shakers & Canoe House |
| Ralphs | House of Honey |

Top 10 Employers

- South Pasadena Care Center
- City of South Pasadena
- South Pasadena School District
- City of Hope South Pasadena
- VCA Pasadena Veterinary
- Shaw Moses Mendenhall Associates
- Vons & Pavillions
- Ralph's Grocery
- Trader Joe's
- Bristol Farms

Sales Tax By Industry Cluster





ECONOMIC DEVELOPMENT STRATEGY FISCAL YEAR 2023

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