



REGULAR CITY COUNCIL CLOSED SESSION MEETING AGENDA

**South Pasadena City Council / Redevelopment Successor Agency /
Public Financing Authority / Housing Authority
City Manager's Conference Room, Second Floor, 1414 Mission Street
Wednesday, May 21, 2014 6:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair / Authority Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair / Authority Vice Chair

Councilmembers / Agency Members / Authority Members
Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director / Authority Executive Director
Evelyn G. Zneimer, City Clerk / Agency Secretary / Authority Secretary
Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary / Chief Deputy Authority Secretary
Ivy Tsai, Deputy City Attorney / Agency Counsel / Authority Counsel

Council will convene in open session at 6:30 p.m.

The public may comment on closed session items prior to the Council recessing to closed session.

Closed Session Agenda	Description
1. Roll call	Mayor Khubesrian, Councilmembers Cacciotti, Joe, Mahmud, Schneider
2. Public comments	Public comments on Closed Session items only
3. Labor Negotiations	Pursuant to Government Code Section 54957.6 Conference with Labor Negotiators regarding labor negotiations with the following Employee organizations: Firefighters' Association (FFA); Police Officers' Association (POA); Public Service Employees' Association (PSEA); PSEA- Part Time Unit; Unrepresented Employees: City Manager; Management Employees City negotiators: City Manager Sergio Gonzalez, Assistant City Manager Hilary Straus, Ivy Tsai, Deputy City Attorney, and Legal Counsel Adrianna Guzman
4. Personnel Item	Pursuant to Government Code Section 54957 (b) (1) Performance Evaluation of City Manager

Accommodations



Meeting facilities are accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 403-7230. Hearing assistive devices are available in the Council Chambers. Notification at least 72 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).

For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of the City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

05/15/2014
Date

Desiree Jimenez 1
Desiree Jimenez, Deputy City Clerk

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REVISED¹
REGULAR CITY COUNCIL MEETING AGENDA

**South Pasadena City Council / Redevelopment Successor Agency /
Public Financing Authority / Housing Authority**
Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, May 21, 2014 7:30 p.m.

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair / Authority Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair / Authority Vice Chair

Councilmembers / Agency Members / Authority Members
Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director / Authority Executive Director
Evelyn G. Zneimer, City Clerk / Agency Secretary / Authority Secretary
Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary / Chief Deputy Authority Secretary
Ivy Tsai, Deputy City Attorney / Agency Counsel / Authority Counsel

*In order to address the Council, please complete a Public Comment Card.
Time allotted per speaker: 3 minutes.
No agenda item may be taken after 11:00 p.m.*

Presentations and Announcements

Roll call, Invocation* (Mayor Khubesrian)

Pledge of Allegiance

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

1. Closed Session announcements — a Closed Session agenda has been posted separately
2. Presentation of Proclamation declaring May 18 – 24, 2014, as "Public Works Week" in the City of South Pasadena
3. Presentation of Certificates of Recognition to the South Pasadena High School Academic Decathlon Team for being named as a top 10 participant in the 2014 Statewide Academic Decathlon
4. Presentation of Certificates of Recognition to Oasis, the South Pasadena High School Virtual Business Team, for being named as the "2014 National Business Plan Competition Champions"
5. Councilmembers' comments (3 minutes each)

¹ See New Action/Discussion Item No. 16a.

6. City Manager communications
7. Reordering of and Additions to the Agenda

Opportunity to Comment on Consent Calendar

In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes. 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 an audience member 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.

Consent Calendar

8. Approval of the minutes of the Regular City Council Meeting of May 7, 2014
9. Approval of prepaid warrants in the amount of \$546,097.03, General City Warrants in the amount of \$1,123,131.92 and payroll in the amount of \$388,345.30
10. Monthly Investment Reports for March 2014
11. Award sole source purchase of Zoll Cardiac Monitor in the amount of \$36,063.55 for use on Rescue Ambulance 81
12. Authorization for a Wireless Communications Use and Maintenance Agreement between the City of Pasadena and the City of South Pasadena
13. Award of contract in the amount of \$26,100 to GK & Associates for construction management and inspection services for the Orange Grove Street Improvement Project
14. Award of construction contract to Toro Enterprises, Inc., for the construction of the Orange Grove Avenue Street Improvement Project
15. Award of contract in the amount of \$38,995 to JT Engineering for construction management and inspection services for the Hawthorne Street Improvement Project
16. Award of construction contract to E.C. Construction Company for the construction of the Hawthorne Street Improvement Project

Public Comments and Suggestions

Time reserved for those in the audience who wish to address the City Council. The audience should be aware that the Council may not discuss details or vote on non-agenda items. Your concerns may be referred to staff or placed on a future agenda. Please note: Public input will also be taken during all agenda items. In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes

Action/Discussion

- 16a. Discussion and direction regarding potential restrictions to mobile and off premise advertising
17. Direction regarding proposed budget expenditures for Fiscal Year 2014-15

Adjournment

**FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)**

Wednesday, June 4, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, June 18, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, July 2, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.

**PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA PACKETS, DOCUMENTS DISTRIBUTED BEFORE A MEETING,
AND BROADCASTING OF CITY COUNCIL MEETINGS**

Prior to meetings, agenda packets are available at the following locations:

- South Pasadena Public Library, 1100 Oxley Street;
- City Clerk's Office, 1414 Mission Street; and on the
- web at: www.southpasadenaca.gov/citycouncilmeetings

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Office at 626-403-7230. Any disclosable public records related to an open session item appearing on a regular meeting agenda and distributed by the City of South Pasadena to all or a majority of the legislative body fewer than 72 hours prior to that meeting are available for public inspection at the City Clerk's Office, located at City Hall, 2nd floor, 1414 Mission Street prior to the meeting. During the meeting, these documents will be included as part of the "Counter Copy" of the agenda packet kept in the Amedee O. "Dick" Richards, Jr., Council Chambers at 1424 Mission Street. Documents distributed during the meeting will be available following the meeting at the City Clerk's Office. For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99 and are replayed for at least 24 hours following the meeting. Meetings are also streamed live via the Internet from the City website at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, are also available. A DVD of regularly scheduled meetings is available for checkout at the South Pasadena Public Library. DVD and audio CD copies of meetings can be purchased from the City Clerk's Office.

Accommodations



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I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

5/16/14

Yvette Hall

Yvette Hall, Chief Deputy City Clerk

Date

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CITY OF SOUTH PASADENA

PROCLAMATION



Declaring the week of May 18 - 24, 2014, as
"Public Works Week"
in the City of South Pasadena

WHEREAS, the many services provided by Public Works to our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as water treatment and distribution, sewers, streets and highways, public buildings, solid waste, recycling, parks and landscaping, maintenance and operations; and

WHEREAS, the health, safety, economic vitality and comfort of this community greatly depends on these facilities and services; and

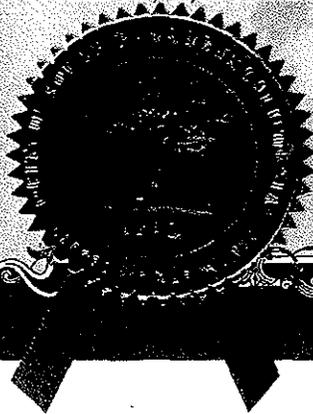
WHEREAS, the quality and effectiveness of these services, as well as their planning, design, and construction of public facilities and utilities, is vitally dependent upon the efforts and skills of Public Works representatives; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Public Works Department is materially influenced by the public's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Marina Khubestrian, M.D., Mayor, on behalf of the City Council of the City of South Pasadena, do hereby proclaim the week of May 18 - 24, 2014, as "Public Works Week" in the City of South Pasadena, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing quality Public Works services and to recognize the contributions which Public Works representatives make every day to our health, safety, comfort, and quality of life, not only this week but throughout the year.

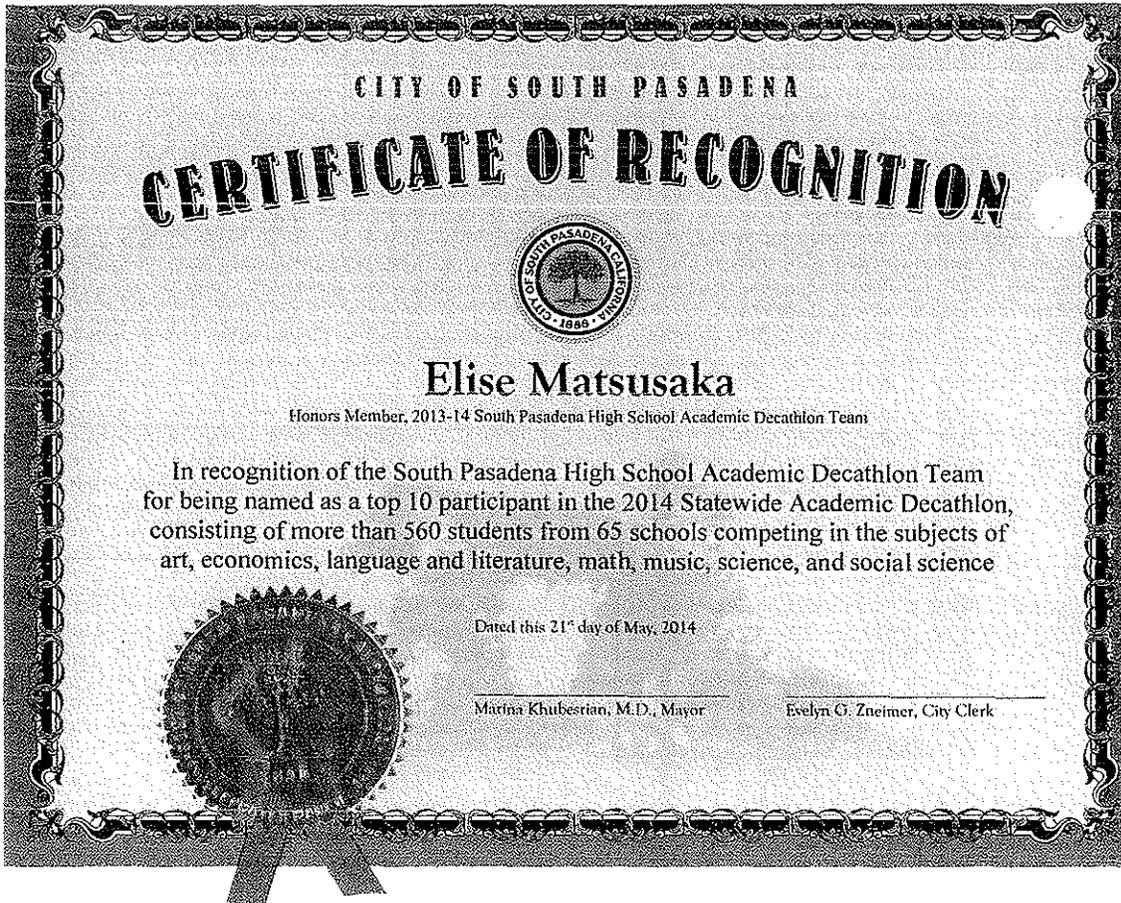
Marina Khubestrian, M.D., Mayor

May 21, 2014
Date



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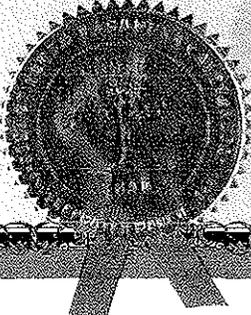
CITY OF SOUTH PASADENA
CERTIFICATE OF RECOGNITION



Elise Matsusaka

Honors Member, 2013-14 South Pasadena High School Academic Decathlon Team

In recognition of the South Pasadena High School Academic Decathlon Team for being named as a top 10 participant in the 2014 Statewide Academic Decathlon, consisting of more than 560 students from 65 schools competing in the subjects of art, economics, language and literature, math, music, science, and social science



Dated this 21st day of May, 2014

Marina Khubestian, M.D., Mayor

Evelyn G. Zneimer, City Clerk



CITY OF SOUTH PASADENA
CERTIFICATE OF RECOGNITION



Symona Stans

Honors Member, 2013-14 South Pasadena High School Academic Decathlon Team

In recognition of the South Pasadena High School Academic Decathlon Team for being named as a top 10 participant in the 2014 Statewide Academic Decathlon, consisting of more than 560 students from 65 schools competing in the subjects of art, economics, language and literature, math, music, science, and social science



Dated this 21st day of May, 2014

Marina Khubestian, M.D., Mayor

Evelyn G. Zneimer, City Clerk



CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



Benny Feldmann

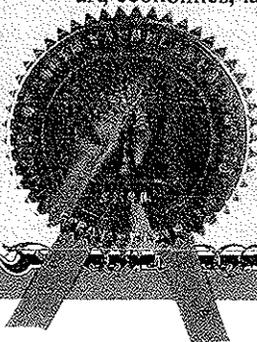
Scholastic Member, 2013-14 South Pasadena High School Academic Decathlon Team

In recognition of the South Pasadena High School Academic Decathlon Team for being named as a top 10 participant in the 2014 Statewide Academic Decathlon, consisting of more than 560 students from 65 schools competing in the subjects of art, economics, language and literature, math, music, science, and social science

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Marina Khubesian, M.D., Mayor

Evelyn G. Zneimer, City Clerk



CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



Oscar Garcia

Varsity Member, 2013-14 South Pasadena High School Academic Decathlon Team

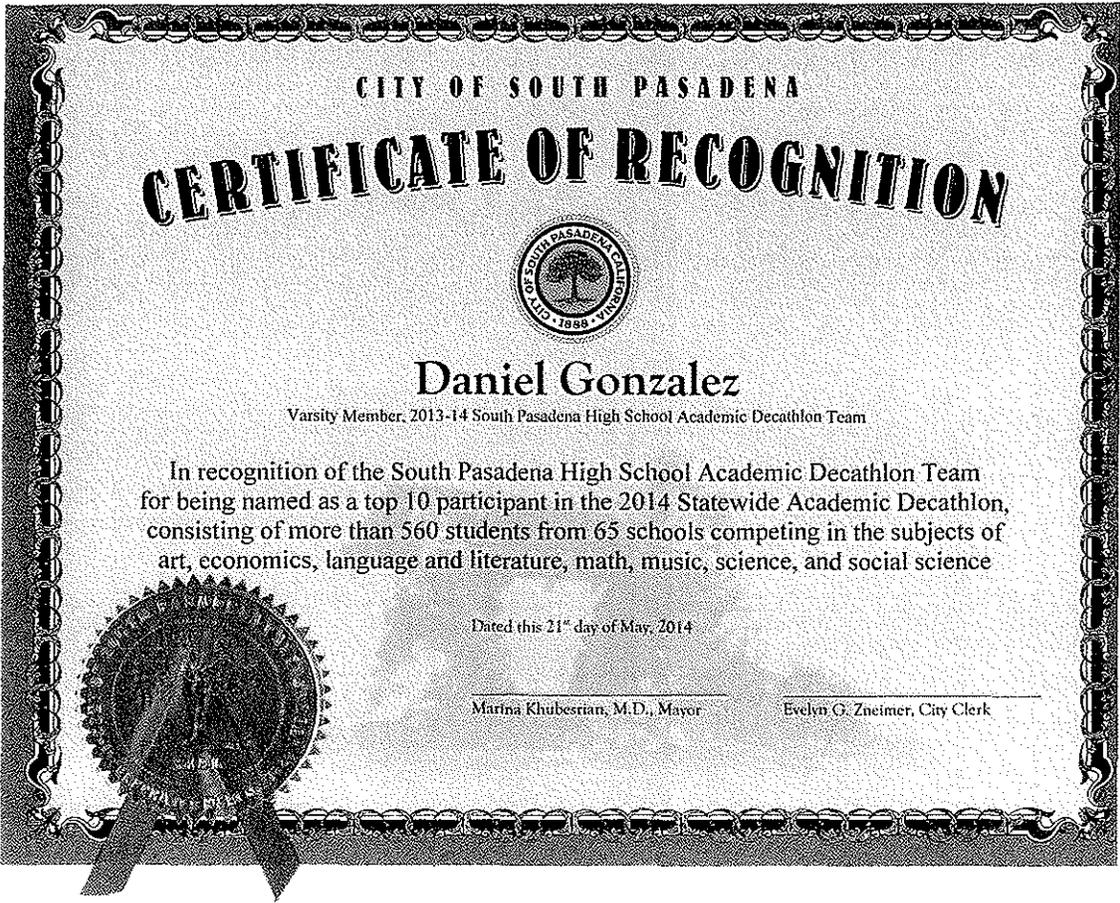
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Dated this 21st day of May, 2014

Marina Khubesian, M.D., Mayor

Evelyn G. Zneimer, City Clerk





CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



James Henkels

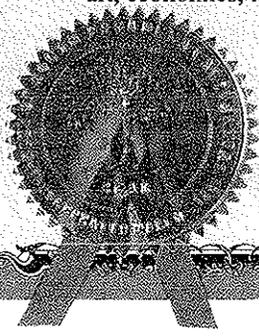
Varsity Member, 2013-14 South Pasadena High School Academic Decathlon Team

In recognition of the South Pasadena High School Academic Decathlon Team for being named as a top 10 participant in the 2014 Statewide Academic Decathlon, consisting of more than 560 students from 65 schools competing in the subjects of art, economics, language and literature, math, music, science, and social science

Dated this 21st day of May, 2014

Marina Khubestian, M.D., Mayor

Evelyn G. Zneimer, City Clerk









CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



Timothy Wong

2014 National Business Plan Competition Champions

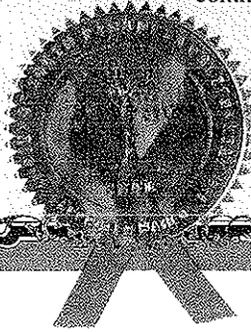
In recognition of Oasis, the South Pasadena High School Virtual Business Team, for being named as the 2014 National Business Plan Competition Champions, for the creation and presentation of a virtual sustainable rooftop garden company committed to a wholesome healthy lifestyle by enhancing the community's vitality and environmental accountability

Dated this 21st day of May, 2014



Marina Khubesian, M.D., Mayor

Evelyn G. Zneimer, City Clerk





**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
PUBLIC FINANCING AUTHORITY/HOUSING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 7TH DAY OF MAY 2014, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Pro Tem Joe convened the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:43 p.m.

Chief Deputy City Clerk Hall called the roll. Present were City Councilmembers/Agency/Authority Members Cacciotti, Mahmud, and Schneider; and Mayor Pro Tem/Agency/Authority Vice Chair Joe. Mayor/Agency/Authority Chair Khubesrian arrived at 7:49 p.m.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; City Attorney/Agency/Authority Counsel Adams; City Treasurer Pia; Assistant City Manager Straus; Police Chief Miller; Deputy Fire Chief Riddle; Finance Director Batt; Public Works Director Toor; Planning and Building Director Watkins; Community Services Director Pautsch; City Librarian Fjeldsted; City Clerk Zneimer; and Chief Deputy City Clerk Hall.

INVOCATION

Councilmember Schneider presented the invocation.

PLEDGE OF ALLEGIANCE

Daisy Troop #9331 led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

City Attorney Adams reported that at approximately 6:30 p.m., Mayor Pro Tem Joe called to order the Closed Session Meeting of the City Council of May 7, 2014, with all Councilmembers present, with the exception of Mayor Khubesian. City Attorney Adams reported there was no one from the public wishing to speak on the Closed Session agenda items. He stated Mayor Pro Tem Joe recessed the meeting into Closed Session to discuss the following items as listed on the Closed Session Agenda: 3) Labor Negotiations, Pursuant to Government Code Section 54957.6, Conference with Labor Negotiators regarding labor negotiations with the following Employee organizations: Firefighters' Association (FFA); Police Officers' Association (POA); Public Service Employees' Association (PSEA); PSEA-- Part Time Unit; Unrepresented Employees: City Manager; Management Employees; City negotiators: City Manager Sergio Gonzalez, Assistant City Manager Hilary Straus, Finance Director David Batt, Assistant Finance Director Pearl Lieu, City Attorney Richard L. Adams II, and Legal Counsel Adrianna Guzman; and 4) Personnel Item, Pursuant to Government Code Section 54957 (b) (1), Performance Evaluation of City Manager. City Attorney Adams announced there was no reportable action on Closed Session Agenda Item No. 3 and Closed Session Agenda Item No. 4 was not discussed.

2. PRESENTATION BY PAUL LEON, SP APPOINTEE TO THE METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY AND MAYOR OF ONTARIO, TO PROVIDE UPDATE ON THE GOLD LINE EXTENSION

Paul Leon, South Pasadena Appointee to the Metro Gold Line Foothill Extension Construction Authority and Mayor of Ontario, provided an update and PowerPoint presentation on the Gold Line Extension Project and responded to Councilmembers' questions.

3. PRESENTATION OF CERTIFICATES OF APPRECIATION TO OUTGOING YOUTH COMMISSIONERS MATTHEW CHEN, EMILY FIGUEROA, AND RYAN NAKAKURA

Mayor Khubesian and Councilmember Cacciotti, Council Liaison to the Youth Commission, presented Certificates of Appreciation to Matthew Chen, Ryan Nakakura, David Beadle on behalf of his daughter Evelyn Beadle, and Aydin Pasebani. Outgoing Youth Commissioner Emily Figueroa was unable to attend.

4. PRESENTATION OF PROCLAMATION DECLARING MAY 2014, AS “PRESERVATION MONTH” IN THE CITY OF SOUTH PASADENA

Mayor Khubesrian presented a Proclamation declaring May 2014, as “Preservation Month” in the City of South Pasadena to Larry McGrail, Member, South Pasadena Preservation Foundation.

5. COUNCILMEMBERS’ COMMENTS (3 MINUTES EACH)

Councilmember Cacciotti requested follow up on the following items: 1) Refer to the Natural Resources and Environmental Commission (NREC) to review expansion of the City's sustainability principles to zero waste by encouraging the redistribution of extra food from grocery stores, retailers, and caterers, and donate to local organizations in need of these extra supplies, and collaborate with Urban Harvester, seconded by Councilmember Schneider; 2) Refer to NREC the establishment of a Solar Voltaic Committee to explore installation of solar power at City facilities, seconded by Councilmember Schneider; 3) Refer to NREC to consider policy or ordinance banning the use of Styrofoam, seconded by Councilmember Schneider; and 4) Councilmember Cacciotti requested designation of a special reserve fund for an Emergency Operations Center, seconded by Councilmember Schneider. Councilmember Cacciotti announced “Bike to Work Day” would be held on Thursday, May 15, 2014, and encouraged citizens to participate in conjunction with the City of Los Angeles. Councilmember Cacciotti thanked City staff, the South Coast Air Quality Management District (AQMD), and Frank Cardenas, South Pasadena resident, for their assistance in obtaining grants for the Arroyo Seco Bicycle and Pedestrian Trail.

Councilmember Mahmud reported that she attended the following events: 1) South Pasadena Beautiful’s 44th Annual Garden Tour held on April 27, 2014; 2) The City’s 6th Annual Eclectic Music Festival held on May 3, 2014 – Councilmember Mahmud thanked City Librarian Fjeldsted, South Pasadena Chamber of Commerce, sponsors, merchants, artists, and Bob McClain, IT/Audio/Visual; and 3) Animal Commission “Be Kind to Animals Week” event which recognized children’s art work – Councilmember Mahmud thanked the volunteers. Councilmember Mahmud announced “Public Works Week” to be held on May 21, 2014, and thanked Public Works Director Toor and Public Works staff for their work.

Councilmember Schneider announced the following events: 1) Library Board of Trustees Meeting to be held on May 19, 2014, to discuss future plans of the South Pasadena Public Library; and 2) South Pasadena Tournament of Roses will be hosting a Golf Tournament on June 21, 2014.

Mayor Pro Tem Joe invited residents to attend the 2014 Memorial Day Service on Monday, May 26, 2014, from 9:00 a.m. to 9:30 a.m., at the War Memorial Building, and displayed a PowerPoint slide.

Mayor Khubesian reported that she, City Manager Gonzalez, and Councilmember Mahmud attended the Southern California Association of Governments Regional Conference held on May 1 to 2, 2014, which focused on transportation innovations, and provided a summary of the sessions. She announced an upcoming event hosted by the South Pasadena Healthy Community Coalition, in which they will host a screening of a documentary "Hungry for Change" on Friday, May 30, 2014, at 6:00 p.m., at the South Pasadena Library Community Room.

6. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez reported that he attended the Police Officers' Association's Awards Luncheon and Ceremony held today, May 7, 2014. He announced the City's Employee Appreciation Luncheon would be held on Thursday, May 8, 2014, at the Fire Department.

Community Services Director Pautsch introduced a new program "Volunteer Program" for high school students who live or attend school in South Pasadena, and displayed a flyer.

7. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

Councilmember Mahmud requested that Item Nos. 10 and 12 be removed from the Consent Calendar for separate consideration.

MOTION: M/S Cacciotti/Joe to approve Consent Calendar Item Nos. 8, 9, 11, and 13; and including Prepaid Warrants #183079-183134 in the amount of \$430,144.32, General City Warrants #183135-183269 in the amount of \$456,630.85, and Payroll 04-25-14 in the amount of \$391,505.71 totaling \$1,278,280.88; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$11,806.63 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

8. APPROVAL OF THE MINUTES OF THE SPECIAL STUDY SESSION CITY COUNCIL MEETING OF APRIL 23, 2014, SPECIAL CITY COUNCIL MEETING OF APRIL 23, 2014, AND SPECIAL CLOSED SESSION MEETING OF APRIL 30, 2014

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$430,144.32, GENERAL CITY WARRANTS IN THE AMOUNT OF \$456,630.85 AND PAYROLL IN THE AMOUNT OF \$391,505.71

11. APPROVAL OF ORDINANCE NO. 2268 AMENDING CHAPTER 35 OF THE SOUTH PASADENA MUNICIPAL CODE TO ADD WATER SHORTAGE PLANS AND WATER CONSERVATION PROVISIONS

13. AWARD FY 2013-14 CDBG SIDEWALK REPLACEMENT PROJECT

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION

10. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING THE SOUTH PASADENA ZONING CODE REGARDING SETBACKS REQUIREMENTS FOR DETACHED GARAGES AND CARPORTS

In response to Councilmember Mahmud's question, Planning and Building Director Watkins explained the Planning Commission's unanimous decision on the clearance, and stated that two feet provides residents the maximum flexibility.

It was moved by Councilmember Mahmud and seconded by Councilmember Cacciotti to modify the proposed minimum required setbacks for detached garages and carports from two feet to three feet, and introduction of a new ordinance. Thereafter, the motion was withdrawn.

MOTION: M/S Mahmud/Cacciotti to refer the proposed ordinance to the Planning Commission for consideration of a three foot minimum required setbacks for detached garages and carports. By roll call vote, the motion passed unanimously. Absent: None.

Chief Deputy City Clerk Hall indicated that the second reading of Consent Calendar Item No. 11, APPROVAL OF ORDINANCE NO. 2268 AMENDING CHAPTER 35 OF THE SOUTH PASADENA MUNICIPAL CODE TO ADD WATER SHORTAGE PLANS AND WATER CONSERVATION PROVISIONS, was not read during the approval of the Consent Calendar items. She then read, by title only, Ordinance No. 2268 into the record.

12. SECOND READING AND ADOPTION OF ORDINANCE NO. 2269 REGARDING PROHIBITING SINGLE-USE PLASTIC CARRYOUT BAGS AND INCORPORATION BY REFERENCE THE LOS ANGELES COUNTY ENVIRONMENTAL IMPACT REPORT AND STATEMENT OF OVERRIDING CONSIDERATION

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

Councilmember Mahmud thanked all residents who sent comment letters to the City Council. She indicated the ordinance would not be implemented for four months.

Kim Hughes, Chair, NREC, expressed support for the proposed ordinance to ban the use of plastic bags and that it is a prudent action.

Michael DeLucia, South Pasadena resident, expressed his opposition to the proposed ordinance to ban the use of plastic bags and the potential adverse impacts were not sufficiently addressed in the Los Angeles County Environmental Impact Report. He also presented data.

Elisabeth Emirhanian, Member, Women Involved In South Pasadena Political Action (WISPPA), expressed WISPPA's support of the proposed ordinance to ban the use of plastic bags.

Chief Deputy City Clerk Hall presented and read by title **ORDINANCE NO. 2269** OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 16 (GARBAGE AND WASTE) OF THE SOUTH PASADENA MUNICIPAL CODE WITH THE ADDITION OF AN ARTICLE III (SINGLE-USE PLASTIC CARRYOUT BAGS) TO BAN THE USE OF SINGLE-USE PLASTIC BAGS AT LARGE GROCERY STORES, PHARMACIES AND CONVENIENCE STORES AND ADOPTION BY REFERENCE THE LOS ANGELES COUNTY ENVIRONMENTAL IMPACT REPORT.

MOTION: M/S Mahmud/Joe to approve: 1) Incorporation by reference the Los Angeles County Environmental Impact Report (EIR) and Statement of Overriding Consideration for an Ordinance Prohibiting Single-Use Plastic Carryout Bags, which is on file with the City Clerk's Office; and 2) Read by title only for second reading, waive further reading, and adoption of **ORDINANCE NO. 2269** OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 16 (GARBAGE AND WASTE) OF THE SOUTH PASADENA MUNICIPAL CODE WITH THE ADDITION OF AN ARTICLE III (SINGLE-USE PLASTIC CARRYOUT BAGS) TO BAN THE USE OF SINGLE-USE PLASTIC BAGS AT LARGE GROCERY STORES, PHARMACIES AND CONVENIENCE STORES AND ADOPTION BY REFERENCE THE LOS ANGELES COUNTY ENVIRONMENTAL IMPACT REPORT, and promotion of the use of reusable bags. The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesian

NOES: None

ABSENT: None

ABSTAIN: None

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

PUBLIC COMMENTS

Mayor Khubesian opened the Public Comments section of the meeting.

David Beadle, South Pasadena resident, commented on sectarian prayer in Cities and thanked the City Council for the diversity of invocations at its meetings.

Tom Sullivan, Owner, Ultimate Recycle, LLC, offered samples of recyclable pothole mix.

Tony Tartaglia, Public Affairs Manager, Southern California Gas Company (SCGC), introduced new Public Affairs Manager, Helen Romero Shaw. Public Affairs Manager Shaw provided a summary of her background with SCGC.

Councilmember Mahmud requested that SCGC consider offering the earthquake safety valves program again.

Councilmember Cacciotti requested a report on the condition of gas pipe lines in the City.

Sherry Plotkin, Volunteer, Urban Harvester, provided information on Urban Harvester's zero waste program and thanked Councilmembers Cacciotti and Schneider for their support.

There being no additional speakers, Mayor Khubesian closed the Public Comments section.

ACTION/DISCUSSION**14. APPROVAL OF CITY OF SOUTH PASADENA'S INSURANCE PLACEMENTS WITH THE CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY (CSAC-EIA) AND RESOLUTION NO. 7346 DELEGATING AUTHORITY TO THE CITY MANAGER OR DESIGNEE TO ACT ON BEHALF OF THE CITY**

Assistant City Manager Straus presented a summary of the staff report and indicated that staff issued a Notice of Intent to Terminate to California Joint Powers Insurance Authority (CJPIA). He indicated that staff studied various options by reviewing three different candidate insurance pools, including revisiting the City's own insurance pool. Assistant City Manager Straus introduced the City's insurance broker, Alliant Insurance Services, Inc. (AISI), and representatives Michael Simmons, Vice Chairman of Public Entities, AISI, and Conor Boughey, Assistant Vice President, AISI. He also stated that presentations would be made by Gina Dean, Chief Operating Officer, CSAC-EIA, and Jonathan Shull, Chief Executive Officer, CJPIA.

Assistant Vice President Boughey provided the background and history of the insurance pool evaluation as part of a PowerPoint presentation. He stated he worked with City staff and the Finance Committee (FC) to evaluate the City's current and proposed pool memberships and the pricing. Assistant Vice President Boughey discussed CJPIA's requirement that cities must be members of their liability program in comparison to CSAC-EIA. Assistant Vice President Boughey explained that CSAC-EIA has no mandatory program and offers the option to buy primary coverage or excess coverage. He reviewed the general financial statistics of each of the insurance pools.

Councilmember Cacciotti inquired about a threshold amount to settle without bringing matters to the City Council, what is the current practice, and how does it differ under the proposed CSAC-EIA.

In response to Councilmember Cacciotti's question, Assistant Vice President Boughey explained the current practice is that all claims are forwarded to a Third Party Administrator (TPA).

Vice Chairman of Public Entities Simmons explained that under CSAC-EIA, City staff and City Council would be more actively involved in the management of the claims process, and this is why there are various levels of authority. He explained that under the proposed settlement authority policy, claims in the amount of \$25,000 to \$100,000 would require City Council authority.

Chief Executive Officer Shull noted that the Self Insured Retention (SIR) would be directly paid out of the City's SIR under the CSAC-EIA Program, whereas, it would be included in the City's coverage under the CJPIA annual premium.

Discussion followed among the City Council, insurance representatives, and insurance brokers regarding premium payments made under the CJPIA program versus the proposed CSAC-EIA program, and settlement authority.

Assistant Vice President Boughey reviewed the loss prevention programs of each of the insurance pools. He stated that CJPIA is a full service insurance pool that helps mitigate losses and encourages member usage. He stated under the CSAC-EIA model, not all services are included for free, as the City would have to evaluate its losses incurred, identify how it would like to mitigate those losses, and engage CSAC-EIA to receive those services. Assistant Vice President Boughey explained that CJPIA is a primary insurance pool and CSAC-EIA is an excess insurance pool. Assistant Vice President Boughey recommended that the City consider a self-insured retention of \$800,000. He explained that in order to appropriately fund a self-insured retention at the City level, an Actuarial study was conducted. He summarized the Actuarial study, which evaluated the City's losses over the last 10 years, and recommended that the City set aside \$240,000 per year into a City account that would be sufficient to cover all claims within the first

\$100,000 per year. He indicated that if the City decided to be more conservative, funding to a 70 percent confidence level would be \$298,000.

In response to Mayor Pro Tem Joe's inquiry, Vice Chairman of Public Entities Simmons explained that the \$240,000 fund would build over time. He stated a key element of an Actuary is to predict what, on average, the City should set aside. Vice Chairman of Public Entities Simmons stated the reason the 70 percent confidence level number is provided is to be prudent. He indicated many cities set aside a higher amount of funding as they do not know which year high claims will be received.

In response to Councilmember Mahmud's question, Assistant Vice President Boughey explained that a 52 to 57 percent expected confidence level is represented by an amount of \$240,000.

By consensus, the City Council agreed to reschedule Item No. 17, Direction regarding proposed budget expenditures for Fiscal Year 2014-15, to the May 21, 2014, City Council Meeting.

In response to Councilmember Schneider's question, Assistant Vice President Boughey stated every year, the City will send its loss trend to the Actuary for updating of a new loss pick, and could trend up or down, and is based on industry and personal experience.

Assistant Vice President Boughey reported that a similar study was completed on the Workers' Compensation Program to help the City evaluate whether or not to purchase a first dollar program or an excess program. He indicated the Actuarial study demonstrated that the first dollar program made the most financial sense. Assistant Vice President Boughey stated that no additional staff would need to be hired and discussed the transition time for staff that would only occur during the first year. Assistant Vice President Boughey discussed CJPIA's continuance to run out their prior, retrospectively rated program, which may result in diminishing assessments and disbursements. Assistant Vice President Boughey discussed the City's open worker's compensation claims and liability claims. Assistant Vice President Boughey discussed transitional costs to join CSAC-EIA. Assistant Vice President Boughey advised that after thoroughly reviewing the many aspects of insurance pool membership with assistance from AISI, staff and the FC, it is recommended that City Council select CSAC-EIA Option #4, as discussed and presented in the PowerPoint presentation. Assistant Vice President Boughey discussed CSAC-EIA's standard general liability limit of \$25,000,000, and the City's current general liability limit of \$50,000,000 through CJPIA. He indicated that CSAC-EIA offers additional limit options of \$35,000,000, \$50,000,000, or higher, if desired.

In response to Councilmember Schneider and Cacciotti's questions, Vice Chairman of Public Entities Simmons discussed examples of claims settled in excess of \$25,000,000 that occurred in other cities.

Discussion followed among City Council and the insurance brokers regarding the City's liabilities related to owning and operating several water reservoirs and property damage.

Chief Operating Officer Dean presented the history and services of CSAC-EIA. She presented financial information and explained the organizational structure of CSAC-EIA. Chief Operating Officer Dean responded to Councilmembers' questions.

Chief Executive Officer Shull thanked the City Council for 36 years of membership. He presented the history of CJPIA and noted that the membership consisted of municipal agencies, with some special districts, as opposed to county agencies represented in CSAC-EIA. He explained the services they offer and the governance of their organization. Chief Executive Officer Shull discussed the average liability claims and related staff time. He provided clarification on the retrospective adjustment that was due last year compared to the annual contribution. Chief Executive Officer Shull explained that the formula was changed, with input and consensus from the members, to collect funds in advance, and not after the fact to cover claims. He was not made aware of the FC Meeting. Chief Executive Officer Shull indicated CJPIA is reviewing the possibility of changing their liability program and offering separate insurance pools. He stated CJPIA has provided excellent service for many years and encouraged the City Council to maintain their membership with CJPIA. Chief Executive Officer Shull responded to Councilmembers' questions.

Assistant City Manager Straus explained that the bulk of the work completed, as would be done under the proposal, would be handled by the TPA. He stated staff would be obligated to be more involved with the TPA's decision making process. Assistant City Manager Straus agreed that the analysis that AISI conducted, and the impact it would have based on the City's claim profile, is accurate.

Discussion followed among City Council and the insurance pool representatives regarding credits and deficits related to resolution of claims, and cost of services.

City Treasurer Pia stated this process has been a shining example of the financial stewardship model in South Pasadena. He stated the work of the FC has been outstanding and he introduced Frank Catafña, Member, FC.

Member Catania commented that the FC became involved in reviewing the City's insurance coverage approximately a year and a half ago, at the City Council's request, when the City received a retrospective invoice. He affirmed the FC's recommendation that City Council select CSAC-EIA Option #4, as discussed and presented in the PowerPoint presentation. He stated the FC supports the previously discussed settlement authority. FC Member Catafña stated the FC also recommended that the City conduct an annual loss prevention review. FC Member Catafña responded to Councilmembers' questions.

Discussion followed among City Councilmembers and staff regarding the various aspects of insurance premium costs related to the workers compensation and liability programs.

Mayor Khubesrian opened the Public Comments section.

Elisabeth Emirhanian, South Pasadena resident, commented regarding the comparison and difference in cost between the two worker's compensation programs.

Assistant City Manager Straus stated that it is staff's recommendation through the FC, that the City maintain a first dollar program for the first three years and then continue to evaluate the workers compensation profile.

Mayor Khubesrian closed the Public Comments section.

In response to Mayor Khubesrian's inquiry, Chief Executive Officer Shull indicated that CJPIA has lost nine members since 1978. He stated they have been placed on notice by a number of members since they implemented the new formula. Chief Executive Officer Shull clarified that CJPIA's liability program is not costly for every city as it is reflective of the member's experience.

Discussion followed among the City Council and FC Member Catañia regarding staffing.

In response to Councilmember Cacciotti's question, Assistant Vice President Boughey explained that when the City applied to CSAC-EIA, a review of the City's policies and procedures was completed, and recommendations were made. He stated that CSAC-EIA requested the City provide a plan by July 1, 2014, and membership would be granted.

Councilmember Cacciotti requested that a list of the identified findings be provided to City Council.

City Manager Gonzalez summarized the process, additional staff involvement, and cost savings. He noted that, if in the future, CJPIA provides separate services, they will be revisited.

In response to the questions of Mayor Khubesrian and Mayor Pro Tem Joe, Assistant City Manager Straus stated he felt confident that staff had the capacity to handle the duties since the bulk of the work will be done by the TPA.

Discussion followed among the City Council and staff regarding staff capacity and potential involvement by City Council in the claims process.

Councilmember Schneider recommended that the City Council consider approving \$50,000,000 in excess coverage.

MOTION: M/S Cacciotti/Schneider to approve staff's recommendation as follows: 1) Approve joining the California State Association of Counties Excess Insurance Authority for the July 1, 2014 insurance renewal; 2) Approve \$50,000,000 for the standard limit level for general liability claims per occurrence; 3) Approve the following documents: a) CSAC-EIA's Joint Powers Authority Agreement; b) Liability program Memorandum of Understanding; c) Primary Workers' Compensation Program Memorandum of Understanding; and d) Excess Workers' Compensation Program Memorandum of Understanding; 4) Adopt **Resolution No. 7346** to delegate authority to the City Manager or the City Manager's designee to act on behalf of the City in matters relating to its membership, including negotiations during the renewal period and execution of the attached documents; and 5) Approve the City Self Fund to a 70 percent confidence level of \$298,000 per year. By roll call vote, the motion passed unanimously. Absent: None.

Assistant City Manager Straus requested that Item No. 16, Approval of agreement with Carl Warren and Company for liability claims handling and settlement authority, be rescheduled to a future City Council Meeting, as additional time is needed to review the agreement.

By consensus, the City Council agreed to move Item No. 16 to a future City Council Meeting to be determined.

15. RESOLUTION NO. 7347 ESTABLISHING A COUNCIL POLICY REGARDING LIABILITY CLAIMS HANDLING AND SETTLEMENT AUTHORITY

Assistant City Manager Straus presented the staff report. He stated that City Council currently grants expenditure authority in the amount of \$25,000 to the City Manager. He indicated that staff is proposing the following levels of claim settlement authority: 1) \$0 to \$2,500 claims managed through the TPA; 2) \$2,501 to \$25,000 claims authorized by the City Manager; and 3) Claims at or above \$25,001 would be approved or rejected by the City Council.

In response to Mayor Khubesrian's inquiry, Assistant Vice President Boughey stated that approximately 10 to 15 claims are in excess of \$25,000 per year, and 1 to 3 claims are in excess of \$100,000 per year.

Councilmember Cacciotti noted that the City Manager may authorize settlement in the amount of \$25,001 to \$100,000, to be later ratified by City Council, in the event of the need for an urgent claims payment.

Mayor Khubesrian opened the Public Comments section.

There being no one wishing to speak, Mayor Khubesrian closed the Public Comments section.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

In response to Councilmember Schneider's question, Assistant Vice President Boughy confirmed that CSAC-EIA has the right, however, not an obligation, to take over a claim that is more than \$100,000. He stated that CSAC-EIA has never taken this action and would work with the City to ensure that a mutually acceptable agreement is reached.

In response to Mayor Pro Tem Joe's question, Assistant City Manager Straus confirmed that legal costs are included in the \$25,000 claims limit.

MOTION: M/S Mahmud/Schneider to adopt **Resolution No. 7347** establishing a City Council policy concerning liability claims handling and settlement authority as follows: 1) \$0 to \$2,500 - Claims managed through the TPA; 2) \$2,501 to \$25,000 - Claims authorized by the City Manager; and 3) Claims at or above \$25,001 would be approved or rejected by the City Council. By roll call vote, the motion passed unanimously. Absent: None.

16. APPROVAL OF AGREEMENT WITH CARL WARREN AND COMPANY FOR LIABILITY CLAIMS ADMINISTRATION

By consensus, the City Council agreed to reschedule Item No. 16 to a future City Council Meeting.

17. DIRECTION REGARDING PROPOSED BUDGET EXPENDITURES FOR FISCAL YEAR 2014-15

By consensus, the City Council agreed to reschedule Item No. 17 to the May 21, 2014, City Council Meeting.

18. APPROVAL OF RESOLUTION NO. 7348, JOB DESCRIPTION, AND A SALARY SCALE UPDATE FOR CLASSIFICATIONS WITHIN THE UNREPRESENTED MANAGEMENT GROUP

Assistant City Manager Straus summarized the staff report as part of a PowerPoint presentation and responded to Councilmembers' questions.

Mayor Khubesrian opened the Public Comments section.

There being no speakers, Mayor Khubesrian closed the Public Comments section.

MOTION: M/S Mahmud/Cacciotti to approve 1) Job description for the classification of Public Works Operations Manager; 2) Updated salary scale for the classification of Public Works Director; and 3) **Resolution No. 7348** reflecting the inclusion of the Public Works Operations Manager and the updated Public Works Director salary scales in the Management Salary Schedule. By roll call vote, the motion passed unanimously. Absent: None.

ADJOURNMENT

Mayor Khubesian adjourned the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority/ Housing Authority at 11:42 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on May 21, 2014.

City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

Marina Klubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member

Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer

COUNCIL AGENDA: May 21, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: David Batt, Finance Director 
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$546,097.03,
General City Warrants in the Amount of \$1,123,131.92 and Payroll
in the Amount of \$388,345.30**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 183270 – 183321 \$ 546,097.03

General City Warrants:

Warrant # 183322 – 183472 \$ 1,123,131.92

Payroll 05-09-14

\$ 388,345.30

Total

\$ 2,057,574.25

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

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.

Approval of Warrants
May 21, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 05-09-14
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

City of South Pasadena
Demand/Warrant Register
Recap by fund

Fund No.	Date 05.21.14			
	Prepaid	Written	Payroll	
General Fund	101	42,343.80	597,139.29	237,445.56
Facilities & Equip.Cap. Fund	105			
MTA Pedestrian Improvement	201			
Local Transit Return "A"	205		695.25	4,375.13
Local Transit Return "C"	207	1,700.00	696.93	5,834.14
Blue Line Betterments Grant/Metro	209			
Sewer Fund	210	613.20	8,025.98	10,122.52
CTCTraffic Improvement	211			
Street Lighting Fund	215	2,364.77	2,552.16	4,690.60
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226	2,274.81		
Housing Authority Fund	228			
State Gas Tax	230	12.43	1,904.62	12,358.64
County Park Bond Fund	232	146.89	1,277.54	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245		4,939.20	
SGVCOG Grant Fund	247			
ARRA Grant Fund	250			
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272			
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275		1,320.00	
Public Library Fund Grant	280			
99 Pasadena Ave.	290			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		42,445.49	
Water Fund	500	358,466.07	459,635.46	44,772.34
Public Financing Authority	550		2,500.00	
Payroll Clearing Fund	700	136,335.46		62,764.19
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		544,257.43	1,123,131.92	382,363.12
City Report Totals			2,049,752.47	

Recap by fund

Fund No.	Amounts		
	Prepaid	Written	Payroll
RSA	227	1,839.60	5,982.18
Column Totals		1,839.60	5,982.18
RSA Report Totals			7,821.78

Amounts		
Prepaid	Written	Payroll
546,097.03	1,123,131.92	388,345.30
Grand Report Total	2,057,574.25	

ATTACHMENT 2
Prepaid Warrant List

Voided Checks
181576 \$252.11

AKD Consulting

Inv. CSP 2014-4				
04/27/14	Water Facilities Mgmt Svcs 3/3		500-6010-6711-8170-000	11,200.00
Ck. 05/01/14 183270	Total			11,200.00

Arecano Inc.

Inv. 043014-1				
04/30/14	Finance Director Svcs 4/16-30/		210-6010-6501-8170-000	613.20
04/30/14	Finance Director Svcs 4/16-30/		500-3010-3012-8170-000	1,533.00
04/30/14	Finance Director Svcs 4/16-30/		227-7200-7210-8170-000	1,839.60
04/30/14	Finance Director Svcs 4/16-30/		101-3010-3011-8170-000	2,146.20
Ck. 05/01/14 183271	Total			6,132.00

AT & T U-Verse

Inv. 130464796				
03/17/14	3/18-4/17/14 CREDIT		500-6010-6710-8150-000	(28.00)
Inv. 130464796A				
04/17/14	4/18-5/17/14		500-6010-6710-8150-000	60.00
Ck. 05/01/14 183272	Total			32.00

AT&T

Inv. 065 081-5011				
03/01/14	2/13-3/12/14		101-3010-3041-8150-000	423.98
Inv. 248 134-6100				
03/01/14	3/1-31/14		101-3010-3041-8150-000	26.56
Inv. 626 441-6497				
03/13/14	3/13-4/12/14		101-5010-5011-8150-000	1.69
Ck. 05/08/14 183307	Total			452.23

Athens Disposal Company

Inv. April 2014				
04/30/14	Estimate Recycling Fees 4/14		500-0000-0000-5360-000	9,356.29
04/30/14	Estimate Rubbish Fees 4/14		500-0000-0000-5360-000	284,421.87
Inv. March 2014				
04/30/14	Low Income Fees 3/14		101-0000-0000-4210-001	1,604.84
04/30/14	Yard Waste Fees 3/14		500-0000-0000-5525-000	11,284.03
Ck. 05/01/14 183273	Total			306,667.03

Bardales Jr., Luis

Inv. 4/29/14				
04/29/14	Reimb. Water Distribution Cert		500-6010-6710-8020-000	275.00
Inv. 4/29/14 A				
04/29/14	Reimb. Water Distribution Grad		500-6010-6710-8020-000	135.00
Ck. 05/01/14 183274	Total			410.00

CA Franchise Tax Board

Inv. P/R/E 5/4/14				
05/06/14	Garnishment		700-0000-0000-2264-000	313.06
Ck. 05/08/14 183292	Total			313.06

CA Narc. Officers' Ass'n.

Inv. 5/13/14				
05/06/14	PD Training- Ofcr. Bernal		101-4010-4011-8210-000	45.00
Ck. 05/08/14 183308	Total			45.00

Ca. State Disbursement Unit

Inv. P/R/E 5/4/14				
05/06/14	Garnishment		700-0000-0000-2264-000	400.
Ck. 05/08/14 183293	Total			400.00

ake Sensations			
Inv. 5/9/14			
05/09/14	Cake for Mother's Day Luncheon	101-0000-0000-2994-001	162.50
Ck. 05/08/14 183309	Total		162.50
CAL PERS 457 PLAN			
Inv. P/R/E 5/4/14			
05/06/14	Deferred Comp	700-0000-0000-2260-000	2,451.05
Ck. 05/08/14 183294	Total		2,451.05
CBE Los Angeles			
Inv. 1555981			
12/05/13	Copier Overage Charges 11/5-12	500-3010-3012-8110-000	9.98
12/05/13	Copier Overage Charges 11/5-12	101-3010-3011-8110-000	9.98
12/05/13	Copier Overage Charges 11/5-12	101-7010-7101-8110-000	19.96
Inv. 1555982			
12/05/13	PW Copier Overages 9/5-12/4/13	101-6010-6011-8300-000	194.06
Inv. 1558699			
12/18/13	Toner Shipping	101-3010-3011-8000-000	18.13
Ck. 05/08/14 183310	Total		252.11
Chan, Anthony			
Inv. P/R/E 5/4/14			
05/05/14	Coverage 4/26/14	101-4010-4011-7000-000	187.74
Inv. P/R/E 5/4/14A			
05/05/14	Coverage 4/26/14	101-4010-4011-7000-000	375.48
Inv. P/R/E 5/4/14B			
05/05/14	Coverage 4/28/14	101-4010-4011-7000-000	328.54
Inv. P/R/E 5/4/14C			
05/05/14	Coverage 5/3/14	101-4010-4011-7000-000	375.48
Ck. 05/08/14 183295	Total		1,267.24
City of South Pasadena-FD			
Inv. 5/5/14			
05/05/14	Reimb. Petty Cash	101-5010-5011-8010-000	6.49
05/05/14	Reimb. Petty Cash	101-5010-5011-8134-000	18.86
05/05/14	Reimb. Petty Cash	101-5010-5011-8120-000	40.86
05/05/14	Reimb. Petty Cash	101-5010-5011-8020-000	50.53
05/05/14	Reimb. Petty Cash	101-5010-5011-8090-000	54.32
05/05/14	Reimb. Petty Cash	101-5010-5011-8100-000	64.55
Ck. 05/08/14 183311	Total		235.61
City of South Pasadena-Fin.Pet			
Inv. 4/30/14			
04/30/14	Reimb. Petty Cash Over	101-3010-3011-8000-000	(0.12)
04/30/14	Reimb. Petty Cash	101-3010-3011-8000-000	6.31
04/30/14	Reimb. Petty Cash	101-2010-2013-8010-000	6.49
04/30/14	Reimb. Petty Cash	230-6010-6116-8200-000	8.40
04/30/14	Reimb. Petty Cash	101-2010-2013-8170-000	11.60
04/30/14	Reimb. Petty Cash	101-7010-7101-8090-000	18.00
04/30/14	Reimb. Petty Cash	500-6010-6710-8020-000	34.36
04/30/14	Reimb. Petty Cash	101-2010-2011-8100-000	35.00
04/30/14	Reimb. Petty Cash	101-3010-3011-8070-000	45.52
04/30/14	Reimb. Petty Cash	500-3010-3012-8232-000	49.86
04/30/14	Reimb. Petty Cash	101-2010-2013-8020-000	53.99
04/30/14	Reimb. Petty Cash	101-1010-1011-8090-000	54.47
04/30/14	Reimb. Petty Cash	101-6010-6011-8060-000	56.00
04/30/14	Reimb. Petty Cash	101-2010-2013-8090-000	69.83
04/30/14	Reimb. Petty Cash	101-2010-2011-8090-000	77.68
04/30/14	Reimb. Petty Cash	101-3010-3011-8090-000	91.64

Ck. 05/01/14 183275	Total		619.
City of South Pasadena-Yard			
Inv. 4/23/14			
04/23/14	Reimb. Petty Cash	230-6010-6116-8020-000	4.03
04/23/14	Reimb. Petty Cash	500-6010-6710-8020-000	5.00
04/23/14	Reimb. Petty Cash	101-6010-6601-8020-000	5.48
04/23/14	Reimb. Petty Cash	500-6010-6711-8020-000	14.00
04/23/14	Reimb. Petty Cash	101-6010-6410-8020-000	15.00
04/23/14	Reimb. Petty Cash	500-6010-6711-8070-000	26.65
04/23/14	Reimb. Petty Cash	500-6010-6711-8100-000	43.39
04/23/14	Reimb. Petty Cash	500-6010-6710-8070-000	68.74
Ck. 05/01/14 183276	Total		182.29
City of South Pasadena/CASH			
Inv. 5/8/14			
05/08/14	Reimb. Parking Permit Machine	101-0000-0000-4460-000	2,500.00
Ck. 05/08/14 183312	Total		2,500.00
Coolhaus			
Inv. 6819			
04/21/14	Employee Appreciation Dessert	101-2010-2013-8020-000	609.87
Ck. 05/01/14 183277	Total		609.87
CPRS District XIII			
Inv. 6/7/14			
04/24/14	Rec. Leader Training Sum Camp	101-8030-8032-8020-000	270.00
Ck. 05/01/14 183278	Total		270.00
Dominguez, Natali			
Inv. A4-14			
04/22/14	Reimb. Relay Event Treats for	101-8030-8021-8020-000	55.00
04/22/14	Reimb. Relay Event Treats for	101-8030-8031-8020-000	55.00
Ck. 05/01/14 183279	Total		110.00
E. D. D.			
Inv. P/R/E 5/4/14			
05/06/14	State w/h Tax	700-0000-0000-2220-000	15,322.14
Ck. 05/08/14 183296	Total		15,322.14
Hall, Yvette			
Inv. 4/28/14			
04/28/14	Reimb. CCAC Conf. Parking & Mi	101-2010-2021-8090-000	12.77
Inv. 5/1/14			
05/01/14	Reimb. 4/30/14 Special Council	101-1020-1021-8020-000	15.15
Ck. 05/08/14 183313	Total		27.92
ICMA			
Inv. P/R/E 5/4/14			
05/06/14	Deferred Comp	700-0000-0000-2260-000	4,173.02
Ck. 05/08/14 183297	Total		4,173.02
In-N-Out Burger			
Inv. 21965			
04/29/14	Employee Appreciation Lunch Ba	101-2010-2013-8020-000	900.00
Ck. 05/01/14 183280	Total		900.00
ING Life Ins. & Annuity Co.			
Inv. P/R/E 5/4/14			
05/06/14	Deferred Comp	700-0000-0000-2260-000	2,765.33

05/08/14 183298	Total		2,765.33
Jimenez, Desiree			
Inv. 4/16/14			
04/16/14	Reimb. CCAC Parking & Mileage	101-1020-1021-8070-000	0.60
04/16/14	Reimb. CCAC Parking & Mileage	101-1020-1021-8090-000	56.07
Ck. 05/01/14 183281	Total		56.67
Kidz Love Soccer			
Inv. 2/4-3/11/14			
04/28/14	Instructor Soccer Classes	101-8030-8032-8267-000	572.00
Ck. 05/01/14 183282	Total		572.00
Krav Maga Worldwide-Force Trai			
Inv. 5/12-16/14			
05/05/14	PD Training-Sgt. Solinsky	101-4010-4011-8200-000	700.00
Ck. 05/08/14 183314	Total		700.00
L.A.C. Registrar-Recorder			
Inv. 4/20/14			
04/24/14	Notice of Exemptions-Hawthorne	101-9000-9358-9358-000	75.00
Ck. 05/01/14 183283	Total		75.00
Inv. 15302 Class 2			
04/24/14	Notice of Exemptions-Orange Gr	101-9000-9383-9383-000	75.00
Ck. 05/08/14 183315	Total		75.00
nce,Soll, & Lunghard, LLP			
Inv. 5/14/14			
04/30/14	Gov't Acct. & Auditing Trainin	101-3010-3011-8200-000	55.00
Ck. 05/01/14 183284	Total		55.00
Liebert Cassidy Whitmore			
Inv. 179172			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	4,444.00
Inv. 179173			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	382.50
Inv. 179174			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	192.50
Inv. 179175			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	436.50
Inv. 179176			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	378.00
Inv. 179177			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	30.00
Inv. 179178			
04/22/14	Personnel Matters 3/14	101-2010-2013-8160-000	1,072.50
Inv. 4/29/14			
04/29/14	City PD & FD Safety Mgmt Web T	101-2010-2013-8200-000	55.00
Ck. 05/01/14 183285	Total		6,991.00
Mission-Meridian Village			
Inv. 88888-7			
04/30/14	Property Owners Assn Dues-Hosp	226-2010-2029-8060-000	857.56
Inv. 88888-8			
04/30/14	Property Owners Assn Dues-Park	226-2010-2029-8060-000	41.08
04/30/14	Property Owners Assn Dues-Park	207-2010-2260-8060-000	1,700.00
Inv. 88888-9			
04/30/14	Property Owners Assn Dues-Util	226-2010-2029-8060-000	1,376.17

Ck. 05/01/14 183286	Total		3,974.
NUFIC			
Inv. P/R/E 5/4/14			
05/06/14	A.D. & D. Ins.	700-0000-0000-2256-000	1,170.55
Ck. 05/08/14 183299	Total		1,170.55
Pasadena Humane Society			
Inv. December 2013			
05/02/14	PD Animal Control Svcs 12/13	101-4010-4011-8180-000	9,926.05
Ck. 05/08/14 183316	Total		9,926.05
Pers Retirement			
Inv. 8/26/13-11/3/13			
04/30/14	Retirement Srvv Contrib. 8/16-	700-0000-0000-2240-000	4.65
Ck. 05/01/14 183287	Total		4.65
Inv. P/R/E 5/4/14			
05/06/14	Retirement Svc Period 4/21-5/4	700-0000-0000-2240-000	99,801.14
Ck. 05/08/14 183300	Total		99,801.14
Pitney Bowes-Reserve Account			
Inv. 34133033			
04/22/14	Reimb. Postage Meter	500-3010-3012-8010-000	1.11
04/22/14	Reimb. Postage Meter	101-1010-1011-8010-000	2.40
04/22/14	Reimb. Postage Meter	101-2010-2021-8010-000	2.40
04/22/14	Reimb. Postage Meter	101-2010-2013-8010-000	2.88
04/22/14	Reimb. Postage Meter	101-1020-1021-8010-000	11.10
04/22/14	Reimb. Postage Meter	101-5010-5011-8010-000	20.
04/22/14	Reimb. Postage Meter	101-7010-7101-8010-000	65.4.
04/22/14	Reimb. Postage Meter	101-6010-6011-8010-000	100.35
04/22/14	Reimb. Postage Meter	101-4010-4011-8010-000	229.39
04/22/14	Reimb. Postage Meter	101-2010-2011-8010-000	234.18
04/22/14	Reimb. Postage Meter	101-3010-3011-8010-000	251.68
Ck. 05/08/14 183317	Total		921.53
Prudential Ins. Company of Ame			
Inv. P/R/E 5/4/14			
05/06/14	Life Ins.	700-0000-0000-2254-000	937.50
Ck. 05/08/14 183301	Total		937.50
Rutledge, Devallis			
Inv. 5/14/14			
04/29/14	PD Training-Ofcr. Bernal	101-4010-4011-8200-000	80.00
Ck. 05/01/14 183288	Total		80.00
S.P.Firefighters L-3657			
Inv. P/R/E 5/4/14			
05/06/14	Assn. Dues	700-0000-0000-2250-000	1,700.00
Inv. P/R/E 5/4/14A			
05/06/14	Assn. Ins	700-0000-0000-2252-000	180.74
Ck. 05/08/14 183302	Total		1,880.74
S.P.P. O. A.			
Inv. P/R/E 5/4/14			
05/06/14	Assn. Dues & Ins	700-0000-0000-2246-000	4,828.78
Ck. 05/08/14 183303	Total		4,828.78

P.Public Srvc Empl. Ass'n

Inv. P/R/E 5/4/14			
05/06/14	Assn. Dues & Svc Fee	700-0000-0000-2248-000	1,737.00
Ck. 05/08/14 183304	Total		1,737.00

Sandoval, Fernando

Inv. 4/29/14			
04/29/14	Reimb. K-9 "Lisu" Supplies	101-4010-4011-8035-000	67.17
Ck. 05/01/14 183289	Total		67.17

So. CA Edison Co.

Inv. 3-000-5677-90			
04/23/14	3/19-4/18/14	500-6010-6711-8152-000	48.57
Inv. 3-000-5950-21			
04/23/14	3/19-4/18/14	101-6010-6410-8140-000	74.10
Inv. 3-000-5950-22			
04/23/14	2/25-3/27/14	101-6010-6410-8140-000	164.52
Inv. 3-000-7125-63			
04/23/14	2/25-3/27/14	101-6010-2015-8140-000	25.64
Inv. 3-000-7125-66			
04/23/14	2/25-3/27/14	500-6010-6711-8140-000	38.59
Inv. 3-000-7152-57			
04/23/14	2/25-3/27/14	101-6010-6410-8140-000	27.17
Inv. 3-000-8455-69			
04/23/14	2/25-3/27/14	215-6010-6115-8140-000	53.51
Inv. 3-000-9969-52			
04/23/14	3/24-4/22/14	215-6010-6201-8140-000	13.00
04/23/14	3/24-4/22/14	101-6010-6410-8140-000	13.01
Inv. 3-001-1810-93			
04/23/14	3/1-4/1/14	101-6010-6410-8140-000	37.26
Inv. 3-001-1810-94			
04/23/14	2/25-3/27/14	500-6010-6711-8140-000	40.35
Inv. 3-001-1810-98			
04/23/14	2/25-3/27/14	500-6010-6711-8152-000	28,994.61
Inv. 3-001-1811-29			
04/23/14	2/25-3/27/14	101-6010-6601-8140-000	4,371.79
Inv. 3-001-1811-44			
04/23/14	3/24-4/22/14	101-6010-6410-8140-000	87.46
04/23/14	3/24-4/22/14	215-6010-6201-8140-000	87.47
Inv. 3-001-1811-45			
04/23/14	3/24-4/22/14	101-6010-6410-8140-000	93.45
04/23/14	3/24-4/22/14	215-6010-6201-8140-000	93.45
Inv. 3-001-1811-48			
04/23/14	2/24-3/26/14	215-6010-6115-8140-000	44.31
Inv. 3-001-1811-56			
04/23/14	2/24-3/26/14	215-6010-6115-8140-000	62.62
Inv. 3-001-1811-58			
04/23/14	3/1-4/1/14	101-6010-6410-8140-000	33.60
Inv. 3-001-1811-59			
04/23/14	2/24-3/26/14	215-6010-6115-8140-000	36.55
Inv. 3-001-1811-63			
04/23/14	2/24-3/26/14	101-6010-6410-8140-000	25.36
Inv. 3-001-1811-64			
04/23/14	2/24-3/26/14	101-6010-6410-8140-000	65.63
Inv. 3-001-1811-67			
04/23/14	2/24-3/26/14	215-6010-6115-8140-000	36.81
Inv. 3-001-1811-68			
04/23/14	2/24-3/26/14	101-8010-8011-8140-000	74.39
Inv. 3-001-1811-69			
04/23/14	3/1-4/1/14	215-6010-6201-8140-000	23.40

Inv. 3-001-1811-75				
04/23/14	2/24-3/26/14	215-6010-6115-8140-000		97.31
Inv. 3-001-1811-76				
04/23/14	2/24-3/26/14	215-6010-6115-8140-000		49.71
Inv. 3-001-1811-77				
04/23/14	2/24-3/26/14	215-6010-6115-8140-000		39.02
Inv. 3-001-1811-79				
04/23/14	2/24-3/26/14	215-6010-6115-8140-000		37.91
Inv. 3-001-1811-80				
04/23/14	2/24-3/26/14	215-6010-6115-8140-000		48.73
Inv. 3-001-1811-86				
04/23/14	2/24-3/26/14	101-6010-6410-8140-000		25.08
Inv. 3-001-1811-87				
04/23/14	2/24-3/26/14	500-6010-6711-8140-000		33.45
Inv. 3-001-1811-89				
04/23/14	3/1-4/1/14	215-6010-6201-8140-000		16.80
04/23/14	3/1-4/1/14	101-6010-6410-8140-000		16.80
Inv. 3-001-1811-90				
04/23/14	3/5-4/2/14	215-6010-6115-8140-000		35.11
Inv. 3-001-1811-91				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		58.95
Inv. 3-001-1811-92				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		24.50
Inv. 3-001-1811-93				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		61.88
Inv. 3-001-1811-95				
04/23/14	2/25-3/27/14	101-6010-6410-8140-000		28.66
Inv. 3-001-1811-96				
04/23/14	2/25-3/27/14	500-6010-6711-8140-000		52.25
Inv. 3-001-1811-97				
04/23/14	2/25-3/27/14	500-6010-6711-8152-000		1,969.24
Inv. 3-001-1811-98				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		17.49
Inv. 3-001-1812-06				
04/23/14	2/25-3/27/14	101-6010-6410-8140-000		66.89
Inv. 3-001-1812-07				
04/23/14	3/24-4/22/14	500-6010-6711-8140-000		29.10
Inv. 3-001-1812-08				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		54.40
Inv. 3-001-1812-09				
04/23/14	3/1-4/1/14	101-6010-6410-8140-000		301.04
Inv. 3-001-1812-10				
04/23/14	2/25-3/27/14	232-6010-6417-8140-000		146.89
Inv. 3-001-1812-11				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		32.50
Inv. 3-001-1812-12				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		29.95
Inv. 3-001-1812-25				
04/23/14	2/25-3/27/14	101-6010-6410-8140-000		27.17
Inv. 3-001-1812-26				
04/23/14	2/25-3/27/14	101-6010-6410-8140-000		814.47
Inv. 3-001-1812-27				
04/23/14	2/25-3/27/14	215-6010-6115-8140-000		56.17
Inv. 3-001-1812-31				
04/23/14	2/25-3/27/14	101-6010-6410-8140-000		53.77
Inv. 3-001-1812-32				
04/23/14	3/1-4/1/14	101-6010-6410-8140-000		13.72
Inv. 3-001-1812-33				
04/23/14	2/25-3/27/14	500-6010-6711-8140-000		48.
Inv. 3-001-1812-34				
04/23/14	2/25-3/27/14	500-6010-6711-8152-000		4,020.08

Inv. 3-001-1812-35			
04/23/14	2/25-3/27/14	215-6010-6115-8140-000	18.23
Inv. 3-001-1812-36			
04/23/14	2/25-3/27/14	101-6010-6410-8140-000	89.88
Inv. 3-001-1812-38			
04/23/14	3/3-4/2/14	101-6010-6410-8140-000	25.78
Inv. 3-001-1812-39			
04/23/14	3/3-4/2/14	215-6010-6115-8140-000	51.62
Inv. 3-001-9413-97			
04/23/14	2/26-3/28/14	500-6010-6711-8152-000	2,558.86
Inv. 3-002-4372-43			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	77.05
Inv. 3-002-4472-77			
04/25/14	3/26-4/24/14	101-8010-8011-8140-000	2,318.37
Inv. 3-002-4472-78			
04/25/14	3/26-4/24/14	101-8030-8021-8140-000	796.16
Inv. 3-002-4473-12			
04/23/14	2/26-3/28/14	500-6010-6711-8140-000	25.08
Inv. 3-003-3929-47			
04/25/14	3/26-4/24/14	500-6010-6711-8140-000	75.43
Inv. 3-003-6653-57			
04/25/14	3/26-4/24/14	101-6010-6410-8140-000	503.55
Inv. 3-003-7341-83			
04/23/14	3/1-4/1/14	101-6010-6410-8140-000	11.67
Inv. 3-004-3214-58			
04/23/14	2/26-3/28/14	500-6010-6711-8140-000	40.40
Inv. 3-004-4562-56			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	62.01
Inv. 3-011-4089-57			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	48.84
Inv. 3-016-0678-82			
04/23/14	2/26-3/28/14	215-6010-6201-8140-000	120.88
Inv. 3-022-6051-15			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	77.36
Inv. 3-022-6897-57			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	27.30
Inv. 3-022-6897-72			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	24.99
Inv. 3-022-6897-89			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	26.19
Inv. 3-022-6897-99			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	25.78
Inv. 3-022-6898-05			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	26.06
Inv. 3-022-6898-17			
04/23/14	2/26-3/28/14	215-6010-6115-8140-000	28.84
Inv. 3-022-6898-28			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	24.80
Inv. 3-023-6580-86			
04/25/14	3/26-4/24/14	215-6010-6201-8140-000	27.82
Inv. 3-023-7462-29			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	168.84
Inv. 3-023-7844-31			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	25.42
Inv. 3-023-8283-79			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	30.17
Inv. 3-026-3223-65			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	37.02
Inv. 3-028-7013-82			
04/25/14	3/26-4/24/14	101-6010-6410-8140-000	104.08
Inv. 3-028-7594-32			
04/25/14	3/26-4/24/14	500-6010-6711-8152-000	1,436.24

Inv. 3-029-2458-05			
04/25/14	3/26-4/24/14	101-8030-8031-8140-000	62.15
Inv. 3-032-0513-93			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	53.94
Inv. 3-032-2521-62			
04/25/14	3/26-4/24/14	215-6010-6201-8140-000	78.06
Inv. 3-032-4192-98			
04/25/14	3/26-4/24/14	215-6010-6201-8140-000	69.28
Inv. 3-033-3452-62			
04/23/14	3/24-4/22/14	500-6010-6710-8140-000	478.51
Inv. 3-035-3494-19			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	47.36
Inv. 3-035-6502-21			
04/25/14	3/26-4/24/14	101-6010-6601-8140-000	151.91
Inv. 3-037-6075-39			
04/25/14	3/26-4/24/14	215-6010-6115-8140-000	75.36
Ck. 05/08/14 183318	Total		52,905.30

South Pasadena Part Time Emplo

Inv. P/R/E 5/4/14			
05/06/14	Assn. Dues	700-0000-0000-2249-000	544.00
Ck. 05/08/14 183305	Total		544.00

Stramaglia, Lisa Marie

Inv. 5/9/14			
05/09/14	Sr.Center Mother's Day Enterta	101-8030-8021-8020-000	170.00
Ck. 05/08/14 183319	Total		170.00

The Gas Company

Inv. 072 519 1300 5			
04/21/14	3/19-4/17/14	101-6010-6410-8140-000	32.25
Inv. 080 919 2900 3			
04/21/14	3/19-4/17/14	101-6010-6601-8140-000	322.15
Inv. 080 919 3600 8			
04/21/14	3/19-4/17/14	101-8030-8031-8140-000	35.78
Inv. 083 019 3600 4			
04/21/14	3/19-4/17/14	500-6010-6710-8140-000	51.51
Inv. 135 519 3700 9			
04/21/14	3/19-4/17/14	101-8010-8011-8140-000	58.19
Inv. 137 619 3700 5			
04/21/14	3/19-4/17/14	101-8030-8021-8140-000	70.33
Inv. 148 220 0900 8			
04/21/14	3/19-4/17/14	101-6010-6410-8140-000	90.06
Ck. 05/01/14 183290	Total		660.25

Time Warner Cable

Inv. 008 0070193			
05/01/14	Skate Park Cable 5/1-31/14	101-4010-4011-8110-000	73.96
Ck. 05/01/14 183291	Total		73.96

Inv. 008 0224964			
05/08/14	Internet Upgrade 5/8-6/7/14	101-3010-3032-8170-000	336.80
Ck. 05/08/14 183320	Total		336.80

United Way

Inv. P/R/E 5/4/14			
05/06/14	Payroll Deduction	700-0000-0000-2258-000	6.00
Ck. 05/08/14 183306	Total		6.00

.rizon Wireless			
Inv. 9723792131			
04/19/14	Scada System 3/20-4/19/14	500-6010-6711-8020-000	35.17
Inv. 9724080483			
04/23/14	Mobile Broadband 8351 3/24-4/2	101-3010-3032-8150-000	11.03
Ck. 05/08/14 183321	Total		46.20
Total			546,097.03

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ATTACHMENT 3
General City Warrant List

A Plus Signs & Banners

Inv. 10965				
05/01/14	FD Letters for Strike Team Hel	101-5010-5011-8110-000		66.00
Ck. 05/21/14 183322	Total			66.00

AGI Academy

Inv. 3/29-5/31/14				
04/29/14	Instructor Computer & Writing	101-8030-8032-8267-000		187.20
Ck. 05/21/14 183323	Total			187.20

Alangi, Fay

Inv. R47806				
05/06/14	Refund Cancelled Rsvp	101-0000-0000-5270-005		27.50
Ck. 05/21/14 183324	Total			27.50

Albright Lighting Plastics LLC

Inv. 26295				
04/17/14	Street Light Heads	215-6010-6201-8020-000		228.26
Ck. 05/21/14 183325	Total			228.26

Alhambra Courthouse

Inv. April 2014				
05/08/14	Court Fees 4/14	101-0000-0000-4610-000		9,860.50
Ck. 05/21/14 183326	Total			9,860.50

Andrews, Loretta

Inv. 4/4-5/23/14				
05/02/14	Instructor Hawaiian Dance Clas	101-8030-8032-8267-000		884.00
Ck. 05/21/14 183327	Total			884.

Angel City Data Inc.

Inv. 12703				
04/01/14	FD Tri-City Scheduling Databas	101-5010-5011-8020-000		2,500.00
Ck. 05/21/14 183328	Total			2,500.00

Antrim's Security Co., Inc.

Inv. 32394				
03/31/14	Emergency Exit Re-Key	101-6010-6601-8020-000		293.43
Ck. 05/21/14 183329	Total			293.43

Aramark Uniform Services

Inv. 528693086				
04/24/14	Uniform Svc w/4/24/14	215-6010-6310-8132-000		15.85
04/24/14	Uniform Svc w/4/24/14	500-6010-6711-8132-000		15.88
04/24/14	Uniform Svc w/4/24/14	500-6010-6710-8132-000		15.88
04/24/14	Uniform Svc w/4/24/14	230-6010-6116-8132-000		15.88
04/24/14	Uniform Svc w/4/24/14	210-6010-6501-8132-000		15.88
04/24/14	Uniform Svc w/4/24/14	101-6010-6601-8132-000		15.88
04/24/14	Uniform Svc w/4/24/14	215-6010-6201-8132-000		15.88
Inv. 528709736				
05/01/14	Uniform Svc w/ 4/24/14	500-6010-6711-8132-000		18.31
05/01/14	Uniform Svc w/ 4/24/14	500-6010-6710-8132-000		18.31
05/01/14	Uniform Svc w/ 4/24/14	210-6010-6501-8132-000		18.31
05/01/14	Uniform Svc w/ 4/24/14	101-6010-6601-8132-000		18.31
05/01/14	Uniform Svc w/ 4/24/14	215-6010-6201-8132-000		18.31
05/01/14	Uniform Svc w/ 4/24/14	215-6010-6310-8132-000		18.31
05/01/14	Uniform Svc w/ 4/24/14	230-6010-6116-8132-000		207.28
Ck. 05/21/14 183330	Total			428.

.C			
Inv. 7466884			
04/18/14	Hawthorne Street Printing Svcs	101-6010-6011-8050-000	566.01
Ck. 05/21/14 183331	Total		566.01
Arcadis US Inc.			
Inv. 0590969			
05/07/14	WilsonRservoirReplacementProje	500-9000-9265-9265-000	46,534.36
Ck. 05/21/14 183332	Total		46,534.36
Armenta, Nellie			
Inv. 5/1-31/14			
05/12/14	Refund Computer Class	101-0000-0000-5265-002	25.00
Ck. 05/21/14 183333	Total		25.00
Art Studio for Kids			
Inv. 4/7-6/2/14			
05/02/14	Instructor Drawing/Painting Cl	101-8030-8032-8267-000	1,152.00
Ck. 05/21/14 183334	Total		1,152.00
AT&T --Cingular Wireless			
Inv. 879338213X04232			
04/15/14	FD Cell Phone 3/16-4/15/14	101-5010-5011-8150-000	82.17
Ck. 05/21/14 183335	Total		82.17
Audio Editions			
Inv. 1501659			
05/01/14	Library Books on Cassette & CD	101-8010-8011-8080-000	193.99
.05/21/14 183336	Total		193.99
Avalon Property Services, Inc.			
Inv. 18738			
05/01/14	Bus Stop Maint & Trash Janitor	101-6010-6601-8180-000	205.09
05/01/14	Bus Stop Maint & Trash Janitor	101-8030-8032-8120-000	316.70
05/01/14	Bus Stop Maint & Trash Janitor	101-6010-6410-8180-000	490.10
05/01/14	Bus Stop Maint & Trash Janitor	101-6010-6601-8180-000	1,592.43
Inv. 18739			
05/01/14	Unlocking Restrooms 5/14	232-6010-6417-8180-000	174.24
Inv. 18740			
05/01/14	Machine Sweep Parking Lot 5/14	207-2010-2260-8180-000	696.93
Ck. 05/21/14 183337	Total		3,475.49
Backflow Apparatus & Valve Co.			
Inv. 660061			
03/28/14	Replace Backflow Device	500-6010-6710-8020-000	833.54
Ck. 05/21/14 183338	Total		833.54
Baker & Taylor Books			
Inv. 3019483548			
04/21/14	Library Books & Materials	101-8010-8011-8080-000	360.59
Inv. 3019498610			
04/24/14	Library Books & Materials	101-8010-8011-8080-000	161.16
Inv. 4010851349			
04/17/14	Library Books & Materials	101-8010-8011-8080-000	598.42
Inv. 4010857647			
04/23/14	Library Books & Materials	101-8010-8011-8080-000	694.22
Inv. 4010857686			
04/21/14	Library Books & Materials	101-8010-8011-8080-000	135.77
Inv. 4010860507			
04/23/14	Library Books & Materials	101-8010-8011-8080-000	233.68

Inv. 4010860667			
04/24/14	Library Books & Materials	101-8010-8011-8080-000	51.45
Inv. 4010865325			
04/28/14	Library Books & Materials	101-8010-8011-8080-000	147.36
Ck. 05/21/14 183339	Total		2,382.63

Baker & Taylor Entertainment

Inv. M039615330			
03/21/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	53.08
Inv. M39472770			
03/17/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	49.04
Inv. T02189690			
02/08/14	Library CD's; DVD's & Material	101-8010-8011-8080-000	167.48
Inv. T02320440			
02/07/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	10.48
Inv. T02412550			
02/19/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	857.86
Inv. T02430120			
02/11/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	20.42
Inv. T02683440			
02/19/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	8.85
Inv. T02685890			
02/19/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	20.43
Inv. T03479880			
03/20/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	24.49
Inv. T03522280			
03/24/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	212.85
Inv. T03798300			
04/03/14	Library CD's, DVD's & Material	101-8010-8011-8080-000	24.51
Ck. 05/21/14 183340	Total		1,449.

Baresfeld, Chadwick

Inv. 34748			
05/13/14	Refund Permit	101-0000-0000-4460-000	25.00
Ck. 05/21/14 183341	Total		25.00

Bautista, Alejandro

Inv. 377348			
04/30/14	Van# 73,74,75,76,77 & 78 Clean	205-8030-8025-8100-000	420.00
Ck. 05/21/14 183342	Total		420.00

Bernal, Ryan

Inv. 5/9/14			
05/12/14	Reimb. PD Training Expense	101-4010-4011-8210-000	14.00
Ck. 05/21/14 183343	Total		14.00

Bordeaux, Janet

Inv. 4/1-30/14			
05/06/14	Instructor Line Dance Class	101-8030-8021-8267-000	84.00
Ck. 05/21/14 183344	Total		84.00

Burro Canyon Shooting Park

Inv. 4714E			
04/24/14	PD Range Fees 4/7/14	101-4010-4011-8200-000	80.00
Ck. 05/21/14 183345	Total		80.00

C.E.D.

Inv. 5850-522157			
04/11/14	Emergency Replacement Lights	215-6010-6201-8020-000	1,504.2

05/21/14 183346	Total		1,504.20
CA Linen Services			
Inv. 1018091			
04/28/14	FD Dept Supplies	101-5010-5011-8020-000	125.98
Inv. 1020281			
05/05/14	FD Dept. Supplies	101-5010-5011-8020-000	114.42
Ck. 05/21/14 183347	Total		240.40
CA Maintenance & Environmental			
Inv. 19061			
04/17/14	Fuel Tank Inspection	101-6010-6011-8100-000	2.00
04/17/14	Fuel Tank Inspection	101-7010-7101-8100-000	2.00
04/17/14	Fuel Tank Inspection	101-2010-2011-8100-000	2.00
04/17/14	Fuel Tank Inspection	101-5010-5011-8100-000	8.00
04/17/14	Fuel Tank Inspection	101-4010-4011-8100-000	86.00
Inv. 19062			
04/17/14	UST Maint.	101-6010-6601-8020-000	100.00
Ck. 05/21/14 183348	Total		200.00
CA Park & Recreation Society			
Inv. 002682			
05/12/14	Memberships Renewal	101-8030-8032-8060-000	69.56
05/12/14	Memberships Renewal	101-8030-8032-8060-000	111.64
05/12/14	Memberships Renewal	101-8030-8031-8090-000	111.64
Ck. 05/21/14 183349	Total		292.84
Caltronics Business Systems			
Inv. 1530277			
04/23/14	Toner Shipping	101-8010-8011-8110-000	15.00
Ck. 05/21/14 183350	Total		15.00
Canon, Michele			
Inv. 4/8-6/30/14			
04/29/14	Instructor Fitness Class	101-8030-8032-8267-000	280.00
Ck. 05/21/14 183351	Total		280.00
Cartegraph Systems			
Inv. 39929			
04/30/14	Swr Asset Mgmt Software Implem	210-9000-9254-9254-000	131.25
Ck. 05/21/14 183352	Total		131.25
Catering Systems Inc.			
Inv. 3104			
05/07/14	Sr. Center Meals w/ 4/28-5/2/1	101-8030-8021-8180-000	1,182.94
Ck. 05/21/14 183353	Total		1,182.94
CBE Los Angeles			
Inv. 1590294			
05/05/14	Copier Overage Charges 4/5-5/4	101-3010-3011-8110-000	2.72
05/05/14	Copier Overage Charges 4/5-5/4	500-3010-3012-8110-000	2.73
05/05/14	Copier Overage Charges 4/5-5/4	101-7010-7101-8110-000	5.45
Ck. 05/21/14 183354	Total		10.90
CBE Los Angeles			
Inv. 1587198			
04/20/14	Copier Overage Charges 3/20-4/	101-5010-5011-8170-000	44.11
05/21/14 183355	Total		44.11

Chan, Benjamin				
Inv. 4/8-5/27/14				
04/29/14	Instructor Tai Chi Classes	101-8030-8032-8267-000		331.50
Ck. 05/21/14 183356	Total			331.50
Chow, Calvin				
Inv. 4/7-5/19/14				
04/29/14	Instructor Tennis Classes	101-8030-8032-8267-000		1,007.50
Ck. 05/21/14 183357	Total			1,007.50
Chung, Sam				
Inv. 4/11-5/30/14				
05/02/14	Instructor Karate Class	101-8030-8032-8267-000		104.00
Ck. 05/21/14 183358	Total			104.00
CIT Technology Financial Servi				
Inv. 25117918				
04/23/14	Sharp Copier Lease	500-3010-3012-8110-000		216.64
04/23/14	Sharp Copier Lease	101-3010-3011-8110-000		216.64
04/23/14	Sharp Copier Lease	101-7010-7101-8110-000		433.28
Ck. 05/21/14 183359	Total			866.56
City of Pasadena				
Inv. AR2107054				
04/24/14	PD Inmate Housing 2/14	101-4010-4011-8180-000		1,246.00
Inv. AR2107055				
04/24/14	PD Inmate Housing 3/14	101-4010-4011-8180-000		2,580.00
Ck. 05/21/14 183360	Total			3,826.00
CKCK Distribution				
Inv. 21				
03/17/14	Swr Dept/Street Dept. Gloves	210-6010-6501-8020-000		479.60
Inv. 22				
04/03/14	Swr Dept/Street Dept. Gloves	210-6010-6501-8020-000		479.60
Inv. 23				
04/23/14	Swr Dept/Street Dept. Gloves	210-6010-6501-8020-000		479.60
Ck. 05/21/14 183361	Total			1,438.80
Clean Source Inc.				
Inv. 2828878-00				
04/24/14	PD Janitorial & Restroom Suppl	101-4010-4011-8120-000		485.39
Inv. 2828879-00				
04/24/14	Janitorial & Restroom Supplies	232-6010-6417-8020-000		485.39
Inv. 2828881-00				
04/24/14	Janitorial & Restroom Supplies	101-6010-6601-8020-000		485.39
Inv. 2828882-00				
04/24/14	PD Janitorial & Restroom Suppl	101-4010-4011-8120-000		407.60
Inv. 2828886-00				
04/24/14	Janitorial & Restroom Supplies	232-6010-6417-8020-000		407.60
Inv. 2828887-00				
04/24/14	Janitorial & Restroom Supplies	101-6010-6601-8020-000		407.60
Inv. 2828888-00				
04/24/14	PD Janitorial & Restroom Suppl	101-4010-4011-8120-000		210.31
Inv. 2828890-00				
04/24/14	Janitorial & Restroom Supplies	232-6010-6417-8020-000		210.31
Inv. 2828891-00				
04/24/14	Janitorial & Restroom Supplies	101-6010-6601-8020-000		210.31
Inv. 2831138-00				
05/02/14	Janitorial Supplies	101-8010-8011-8120-000		291.00
Ck. 05/21/14 183362	Total			3,601.70

Commline Inc.				
Inv. NP030239				
04/07/14	Install K9 Unit Computer Syste	101-4010-4011-8170-000		330.00
Ck. 05/21/14 183363	Total			330.00
Community Transport. Assn Of A				
Inv. 114314				
04/30/14	Membership-Sheila Pautsch	205-8030-8025-8200-000		175.00
Ck. 05/21/14 183364	Total			175.00
Cornforth, Darren				
Inv. 4/12-5/17/14				
05/02/14	Instructor Tennis Classes	101-8030-8032-8267-000		520.00
Ck. 05/21/14 183365	Total			520.00
Courtesy Electric Wholesale				
Inv. S12800118.001				
03/31/14	Electrical Supplies	215-6010-6201-8020-000		280.70
Inv. S1283308.001				
04/28/14	Arroyo Park Restroom Exhaust M	101-6010-6601-8020-000		140.60
Inv. S1283314.001				
04/28/14	Orange Grove Stairwell Ceiling	101-6010-6601-8020-000		105.16
Ck. 05/21/14 183366	Total			526.46
D & S Printing				
Inv. 8426				
04/04/14	Water Notices Door Hanger Prin	500-6010-6710-8050-000		790.25
Inv. 8462				
04/23/14	Fin Return, Window & Regular E	101-3010-3011-8020-000		808.23
04/23/14	Fin Return, Window & Regular E	500-3010-3012-8020-000		808.24
Inv. 8472				
04/26/14	Library Printing & Copies	101-8010-8011-8050-000		130.80
Ck. 05/21/14 183367	Total			2,537.52
De Lage Landen				
Inv. 41202990				
05/03/14	2nd FI Copier Lease 5/15-6/14/	101-6010-6011-8300-000		127.58
05/03/14	2nd FI Copier Lease 5/15-6/14/	101-2010-2011-8300-000		127.58
05/03/14	2nd FI Copier Lease 5/15-6/14/	101-1020-1021-8300-000		127.58
Ck. 05/21/14 183368	Total			382.74
Delery, Ashley				
Inv. April 2014				
05/06/14	Instructor Pep Up Your Life Cl	101-8030-8021-8267-000		240.00
Ck. 05/21/14 183369	Total			240.00
Demco				
Inv. 5275865				
04/22/14	Tech Svcs Supplies	101-8010-8011-8020-000		256.52
Ck. 05/21/14 183370	Total			256.52
Dept of Transportation				
Inv. SL140640				
04/14/14	Signal & Lighting 1/2014-3/201	215-6010-6115-8180-000		74.39
Ck. 05/21/14 183371	Total			74.39
igital Telecommunications Cor				
Inv. 18021				
04/15/14	Telephone Line Svc	101-3010-3041-8150-000		82.50

Inv. 18129				
05/07/14	Telephone Line Svc	101-3010-3041-8150-000		345.00
Ck. 05/21/14 183372	Total			427.50
Discreet Protection Services				
Inv. 5150424				
04/24/14	Background Investigation Fee	101-4010-4011-8170-000		635.00
Inv. 5150508				
05/08/14	Background Investigation Fee	101-4010-4011-8170-000		500.00
Ck. 05/21/14 183373	Total			1,135.00
Dudek				
Inv. 20141502				
04/14/14	Engineering Design Svcs 3/14	310-6010-6712-8333-000		42,445.49
Ck. 05/21/14 183374	Total			42,445.49
E.C.Construction				
Inv. 15596				
02/13/14	Street Improvement Projects-Re	101-9000-9374-9374-000		28,822.11
Ck. 05/21/14 183375	Total			28,822.11
Eckersall				
Inv. 20140012				
04/01/14	Mapping Svcs 4/1-3/31/15	101-7010-7101-8180-000		3,000.00
Ck. 05/21/14 183376	Total			3,000.00
Edwards Etzrodt, Lori Anne				
Inv. 4/13-6/1/14				
05/02/14	Instructor Hatha Fun Class	101-8030-8032-8267-000		136.
Ck. 05/21/14 183377	Total			136.00
Electro Medical Equipment Inc.				
Inv. 0001961				
04/15/14	Pep Up Your Life Class Medical	101-0000-0000-2700-000		(6.03)
04/15/14	Pep Up Your Life Class Medical	101-8030-8021-8020-000		82.93
Ck. 05/21/14 183378	Total			76.90
Ellen's Silkscreening				
Inv. EE51950				
04/30/14	PD Polo Shirt	101-4010-4011-8134-000		38.10
Ck. 05/21/14 183379	Total			38.10
Empire Cleaning Supply				
Inv. 727938				
04/17/14	FD Cleaning Supplies	101-5010-5011-8020-000		444.52
Ck. 05/21/14 183380	Total			444.52
Eurofins Eaton Analytical				
Inv. L0162916				
04/15/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0162923				
04/15/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Ck. 05/21/14 183381	Total			212.00
EVG				
Inv. 17525				
04/14/14	FD Air Compressor	101-5010-5011-8110-000		487.
Ck. 05/21/14 183382	Total			487.

Federal Express

Inv. 2-634-02893				
04/25/14	Overnight Shipping	101-7010-7101-8010-000		18.79
Inv. 2-634-77196				
04/25/14	Overnight Shipping	101-4010-4011-8010-000		62.41
Inv. 2-641-02353				
05/02/14	Overnight Shipping-Anisa Spots	101-2010-2011-8010-000		20.30
Ck. 05/21/14 183383	Total			101.50

First Choice Services

Inv. 446349				
04/23/14	Yard Coffee & Supplies	101-6010-6601-8020-000		20.44
04/23/14	Yard Coffee & Supplies	215-6010-6201-8000-000		20.44
04/23/14	Yard Coffee & Supplies	101-6010-6410-8020-000		20.45
04/23/14	Yard Coffee & Supplies	210-6010-6501-8020-000		20.45
04/23/14	Yard Coffee & Supplies	215-6010-6310-8020-000		20.45
04/23/14	Yard Coffee & Supplies	230-6010-6116-8020-000		20.45
04/23/14	Yard Coffee & Supplies	500-6010-6710-8020-000		20.45
04/23/14	Yard Coffee & Supplies	500-6010-6711-8020-000		20.45
Ck. 05/21/14 183384	Total			163.58

Furukawa, Shin

Inv. 5/1/14				
05/01/14	Reimb. Mileage for Deposition	101-6010-6011-8100-000		53.20
Ck. 05/21/14 183385	Total			53.20

Gale, Donna

Inv. 4/7-6/2/14				
05/02/14	Instructor Dance Classes	101-8030-8032-8267-000		1,673.00
Ck. 05/21/14 183386	Total			1,673.00

Gavlak, Tina

Inv. R05545				
04/28/14	Refund Lost & Paid Library Mat	101-0000-0000-5260-003		6.00
Ck. 05/21/14 183387	Total			6.00

Gentry Brothers Inc.

Inv. PB 3				
04/30/14	Hanscom Dr. Street Improvement	101-9000-9386-9386-000		429,352.50
Ck. 05/21/14 183388	Total			429,352.50

Gilmartin, Kristin

Inv. 4/24-6/12/14				
05/02/14	Instructor Baseball & Crafty L	101-8030-8032-8267-000		906.75
Ck. 05/21/14 183389	Total			906.75

GK & Associates

Inv. 14-056				
04/30/14	Hanscom Dr. St Improvement Proj	101-9000-9386-9386-000		19,395.00
Ck. 05/21/14 183390	Total			19,395.00

Golden State Overnight

Inv. 2572184				
04/30/14	PW Overnight Shipping	101-6010-6011-8010-000		5.62
Ck. 05/21/14 183391	Total			5.62

ady, Anthony Q.

Inv. 4/9-5/28/14				
04/29/14	Instructor Jiu Jitsu Class	101-8030-8032-8267-000		212.55

Ck. 05/21/14 183392	Total		212.
Graffiti Control Systems			
Inv. SPAS4/14			
04/30/14	Citywide Graffiti Removal 4/14	101-6010-6410-8262-000	1,176.00
Ck. 05/21/14 183393	Total		1,176.00
Graham Company			
Inv. 31907			
04/25/14	Emerg Lighting Svcs 4th Qrt	101-8010-8011-8120-000	280.00
Ck. 05/21/14 183394	Total		280.00
Grainger			
Inv. 9411559967			
04/09/14	Water Production Supplies	500-6010-6710-8020-000	124.42
Inv. 9414812280			
04/14/14	Safety Gloves	101-6010-6601-8020-000	309.02
Ck. 05/21/14 183395	Total		433.44
Grangetto, Peggy			
Inv. 5/21/14			
05/12/14	Reimb. PD Training Expense	101-4010-4011-8200-000	372.47
Ck. 05/21/14 183396	Total		372.47
Great Match Consulting			
Inv. 1690002797			
04/23/14	Temp Worker w/e 4/20/14	245-9000-9264-9264-000	4,033.68
Inv. 1690002798			
04/23/14	Temp Worker w/e 4/20/14	245-9000-9264-9264-000	905.
Ck. 05/21/14 183397	Total		4,939.68
Guevara, Angelina			
Inv. 5/12/14			
05/12/14	Refund Permit	101-0000-0000-5200-002	7.00
Ck. 05/21/14 183398	Total		7.00
Gutierrez, Michael			
Inv. 4/30/14			
04/30/14	Reimb. Home Delivery Mileage	101-8030-8021-8020-000	26.84
Ck. 05/21/14 183399	Total		26.84
Hi-Way Safety Inc			
Inv. 16160			
04/11/14	Street Signs	230-6010-6116-8020-000	538.46
Inv. 16644			
04/23/14	Street Signs	230-6010-6116-8020-000	266.18
Ck. 05/21/14 183400	Total		804.64
Hyland, Carol			
Inv. 2013-2014			
04/29/14	Refund St.Light & Lib Assess P	101-0000-0000-4150-000	24.00
04/29/14	Refund St.Light & Lib Assess P	215-0000-0000-4100-000	78.92
Ck. 05/21/14 183401	Total		102.92
ICG, Inc.			
Inv. 201419			
04/30/14	Community Center Feasibility S	275-6010-6410-8170-000	1,320.00
Ck. 05/21/14 183402	Total		1,320.00

John L. Hunter Associates, Inc				
Inv. SOPASFOG0314				
04/15/14	NPDES & FOG Consulting Svcs 3/	210-6010-6501-8170-000		4,277.50
Inv. SOPASNP0314				
04/15/14	NPDES & FOG Consulting Svcs 3/	101-6010-2015-8170-000		620.50
Ck. 05/21/14 183403	Total			4,898.00
Karbelnig, Dr. Alan				
Inv. 5/1/14				
05/01/14	Psychological Evaluation	101-4010-4011-8170-000		300.00
Inv. 5/6/14				
05/06/14	Psychological Evaluation	101-4010-4011-8170-000		300.00
Ck. 05/21/14 183404	Total			600.00
Katz, Fariba				
Inv. 4/10-5/29/14				
05/02/14	Instructor Yoga Class	101-8030-8032-8267-000		78.00
Ck. 05/21/14 183405	Total			78.00
Kidz Love Soccer				
Inv. 4/15-5/20/14				
05/02/14	Instructor Soccer Classes	101-8030-8032-8267-000		2,080.00
Ck. 05/21/14 183406	Total			2,080.00
Kolkebeck, Barbara				
Inv. 13141446				
04/29/14	Refund Citation	101-0000-0000-4610-000		48.00
Ck. 05/21/14 183407	Total			48.00
L.N. Curtis & Sons				
Inv. 6231070-00				
04/24/14	FD Facemask Fit Test	101-5010-5011-8100-000		100.00
Ck. 05/21/14 183408	Total			100.00
Lance,Soll, & Lunghard, LLP				
Inv. 11169				
04/30/14	2014 Gov't Audit Svcs	500-3010-3012-8170-000		4,600.00
04/30/14	2014 Gov't Audit Svcs	101-3010-3011-8170-000		6,900.00
Ck. 05/21/14 183409	Total			11,500.00
Li, Qin Pei I.				
Inv. 2013-2014				
04/29/14	Refund St.Light & Lib Assess P	101-0000-0000-4150-000		24.00
04/29/14	Refund St.Light & Lib Assess P	215-0000-0000-4100-000		71.26
Ck. 05/21/14 183410	Total			95.26
M3				
Inv. 25976-0				
04/30/14	City Hall Lunch Room Furniture	101-2010-2011-8272-000		2,712.46
Ck. 05/21/14 183411	Total			2,712.46
Mack, Johnny				
Inv. 4/8-6/12/14				
05/02/14	Instructor Get Fit Class	101-8030-8032-8267-000		273.00
Ck. 05/21/14 183412	Total			273.00
Magalhaes, Marina				
Inv. 4/1-30/14				
04/29/14	Instructor Yoga Classes	101-8030-8021-8267-000		368.00

Ck. 05/21/14 183413	Total		368
Mataric, Mira N.			
Inv. 4/1-30/14			
05/06/14	Instructor Writing Class	101-8030-8021-8267-000	38.40
Ck. 05/21/14 183414	Total		38.40
Matt Chlor Inc			
Inv. 13311			
03/31/14	Sodium Hypochlorite	500-9000-9265-9265-000	478.28
Inv. 13403			
04/22/14	Sodium Hypochlorite	500-6010-6711-8020-000	173.67
Inv. 13409			
04/23/14	Sodium Hypochlorite	500-9000-9265-9265-000	452.77
Ck. 05/21/14 183415	Total		1,104.72
Menghetti, Ralph			
Inv. 34586			
04/29/14	Refund Citation Permit	101-0000-0000-4460-000	50.00
Ck. 05/21/14 183416	Total		50.00
Miller, Brian			
Inv. 4/12-6/7/14			
05/02/14	Instructor Soccer Classes	101-8030-8032-8267-000	4,779.45
Ck. 05/21/14 183417	Total		4,779.45
Motion Picture Licensing Corp.			
Inv. 503897059			
04/23/14	Movie License Certificate	101-8030-8021-8020-000	311.
Ck. 05/21/14 183418	Total		311.
National Construction Rentals			
Inv. 3884741			
04/23/14	Temp. Fence for Wilson Well #2	500-6010-6711-8020-000	29.70
Ck. 05/21/14 183419	Total		29.70
Natural Gas Systems Inc.			
Inv. 3150			
05/01/14	CNG Maint. 4/14	101-6010-6601-8180-000	375.00
Ck. 05/21/14 183420	Total		375.00
Nettech Computers Inc			
Inv. 018162			
04/25/14	Computer Memory Upgrade	101-7010-7101-8530-000	96.75
Ck. 05/21/14 183421	Total		96.75
Ninyo & Moore			
Inv. 178950			
03/07/14	Street Improvement Project	101-9000-9394-9394-000	655.44
03/07/14	Street Improvement Project	101-9000-9391-9391-000	655.44
Inv. 179847			
04/23/14	Street Improvement Project	101-9000-9374-9374-000	655.43
04/23/14	Street Improvement Project	101-9000-9393-9393-000	655.44
Inv. 180084			
04/30/14	Material Testing-Wilson Reserv	500-9000-9265-9265-000	3,726.50
Ck. 05/21/14 183422	Total		6,348.25
North American Rescue			
Inv. 151030			
04/18/14	Mass Incident/Range Trauma One	101-4010-4011-8020-000	815.97

05/21/14 183423	Total		815.97
Office Solutions			
Inv. 1-00607877			
04/18/14	PD Office Supplies	101-4010-4011-8000-000	120.15
Inv. i-00608467			
04/21/14	PD Office Supplies	101-4010-4011-8000-000	310.17
Ck. 05/21/14 183424	Total		430.32
Oliver, Barbara J.			
Inv. 2013-2014			
04/29/14	Refund St.Light & Lib Assess P	101-0000-0000-4150-000	24.00
04/29/14	Refund St.Light & Lib Assess P	215-0000-0000-4100-000	78.92
Ck. 05/21/14 183425	Total		102.92
Olympic Staffing Services			
Inv. 177817			
04/30/14	Temp Employee w/e 4/27/14	101-3010-3011-8170-000	243.00
04/30/14	Temp Employee w/e 4/27/14	500-3010-3012-8170-000	729.00
Inv. 177937			
05/07/14	Temp Employee w/e 5/4/14	101-3010-3011-8170-000	243.00
05/07/14	Temp Employee w/e 5/4/14	500-3010-3012-8170-000	729.00
Ck. 05/21/14 183426	Total		1,944.00
OverDrive Inc.			
Inv. 148-194200717-0			
04/30/14	Books	101-8010-8011-8080-000	336.14
Ck. 05/21/14 183427	Total		336.14
Pacific Hydrotech Corp.			
Inv. #16			
04/30/14	Wilson Reservoir Replacement 4	500-9000-9265-9265-000	388,471.20
Ck. 05/21/14 183428	Total		388,471.20
Parada, Thomas			
Inv. 4/8-5/27/14			
04/28/14	Instructor Basketball Class	101-8030-8032-8267-000	357.50
Ck. 05/21/14 183429	Total		357.50
Parkhouse Tire Inc.			
Inv. 1010395590			
04/08/14	Tires for Engine-81 & Engine-7	101-5010-5011-8100-000	4,388.17
Ck. 05/21/14 183430	Total		4,388.17
Pasadena Humane Society			
Inv. May 2014			
05/02/14	PD Animal Control Svcs 5/14	101-4010-4011-8180-000	9,926.05
Ck. 05/21/14 183431	Total		9,926.05
Pasadena Ice Skating Center			
Inv. 4/10-5/8/14			
05/02/14	Instructor Ice Skating Class	101-8030-8032-8267-000	720.00
Ck. 05/21/14 183432	Total		720.00
Pasadena Weekly			
Inv. 300488			
04/24/14	Sr.Center Ads 4/24/14	101-0000-0000-2994-001	112.50
04/24/14	Sr.Center Ads 4/24/14	101-8030-8021-8040-000	112.50
Ck. 05/21/14 183433	Total		225.00

Payke Gymnastics			
Inv. 4/8-5/30/14			
05/02/14	Instructor Gymnastics Classes	101-8030-8032-8267-000	1,948.00
Ck. 05/21/14 183434	Total		1,948.00
PCR Services Corp			
Inv. 14-1322			
05/08/14	Historian Report Consulting Sv	101-7010-7101-8170-000	3,422.50
Ck. 05/21/14 183435	Total		3,422.50
Personal Court Reporters Inc.			
Inv. 33219			
04/25/14	Transcribing Svcs-SP CC Mtg 4/	101-7010-7101-8170-000	536.50
Inv. 33425			
05/01/14	Transcribing Svcs-SP PC Mtg 4/	101-7010-7101-8170-000	533.00
Ck. 05/21/14 183436	Total		1,069.50
Pitney Bowes Reserve Account			
Inv. 320934			
04/27/14	Postage Meter Supplies	500-6010-6710-8110-000	60.02
04/27/14	Postage Meter Supplies	101-2010-2011-8110-000	60.06
04/27/14	Postage Meter Supplies	101-5010-5011-8110-000	60.06
04/27/14	Postage Meter Supplies	101-1020-1021-8110-000	60.06
04/27/14	Postage Meter Supplies	101-2010-2013-8110-000	60.06
04/27/14	Postage Meter Supplies	101-6010-6011-8110-000	60.06
04/27/14	Postage Meter Supplies	101-4010-4011-8110-000	60.06
04/27/14	Postage Meter Supplies	101-3010-3011-8110-000	60.06
04/27/14	Postage Meter Supplies	101-7010-7101-8110-000	60.06
04/27/14	Postage Meter Supplies	500-3010-3012-8110-000	60.06
Ck. 05/21/14 183437	Total		600.
Plumbers Depot Inc.			
Inv. PD-24358			
04/29/14	Tiger Tail with Rope	210-6010-6501-8020-000	138.98
Ck. 05/21/14 183438	Total		138.98
Podvoll, Candace			
Inv. 4/1-30/14			
05/06/14	Instructor Meditation Class	101-8030-8021-8267-000	32.20
Ck. 05/21/14 183439	Total		32.20
Robles, Vivian			
Inv. 4/1-30/14			
05/06/14	Instructor Line Dance Class	101-8030-8021-8267-000	36.00
Ck. 05/21/14 183440	Total		36.00
Roche, Claire			
Inv. 4/11-5/30/14			
05/02/14	Instructor Dance Classes	101-8030-8032-8267-000	4,920.50
Ck. 05/21/14 183441	Total		4,920.50
Rossmann and Moore, LLP			
Inv. April 2014			
05/02/14	Legal Svcs- 710 Fwy Extension	101-2010-2021-8160-000	1,806.00
Ck. 05/21/14 183442	Total		1,806.00
S.P.Review			
Inv. 2078			
04/17/14	Sidewalk Replacement Project A	101-6010-6011-8040-000	352.60

Inv. 2112				
04/22/14	Eggstravaganza Ads	101-8030-8032-8264-000		96.00
Inv. 2130				
04/28/14	Sr.Center Catering Bid Ads	101-8030-8021-8040-000		128.00
Inv. 2131				
04/28/14	Orange Grove Project Bid Ads	101-6010-6011-8040-000		200.00
Inv. 2194				
05/06/14	Plastic Bag Ban Ads	101-1020-1021-8040-000		60.00
Inv. 2195				
05/06/14	Public Notice-278 Camino Del S	101-7010-7101-8040-000		114.00
Ck. 05/21/14 183443	Total			950.00
San Pascual Stables				
Inv. 4/7-6/6/14				
04/29/14	Instructor Horsemanship Classe	101-8030-8032-8267-000		3,456.00
Ck. 05/21/14 183444	Total			3,456.00
Sandoval, Fernando				
Inv. 3/24-5/2/14				
05/06/14	Reimb. PD Training Expense	101-4010-4011-8200-000		197.02
Ck. 05/21/14 183445	Total			197.02
Service Pro				
Inv. 142095				
04/18/14	Citywide Pest Control 4/14	101-6010-6601-8120-000		314.17
Ck. 05/21/14 183446	Total			314.17
rvpro				
Inv. 3810117				
03/18/14	Commerical Mold Remediation	101-6010-6601-8120-000		1,424.34
Ck. 05/21/14 183447	Total			1,424.34
Shono, Jean				
Inv. 4/1-30/14				
04/29/14	Instructor Knitting Class	101-8030-8021-8267-000		40.00
Ck. 05/21/14 183448	Total			40.00
Showcases				
Inv. 278828				
04/17/14	Tech Svcs Supplies	101-0000-0000-2700-000		(3.24)
04/17/14	Tech Svcs Supplies	101-8010-8011-8020-000		42.08
Inv. 278829				
04/17/14	Tech Svcs Supplies	101-0000-0000-2700-000		(8.31)
04/17/14	Tech Svcs Supplies	101-8010-8011-8020-000		107.99
Ck. 05/21/14 183449	Total			138.52
South Coast A.Q.M.D.				
Inv. 2700532				
04/02/14	AQMD Fee 7/2013-6/2014	101-6010-6601-8020-000		118.94
Ck. 05/21/14 183450	Total			118.94
South Pasadena Firefighters As				
Inv. 4/29/14				
04/29/14	Reimb. FD Equipment	101-5010-5011-8110-000		108.99
Ck. 05/21/14 183451	Total			108.99
George's Medical Clinic				
Inv. 85021				
03/30/14	Medical Exam-Thomas Trujillo	101-6010-6601-8020-000		85.00

Inv. 92517				
03/30/14	Medical Exam-Gabriel Franco	230-6010-6116-8020-000		180.00
Inv. 93515				
02/27/14	Medical Exam-Avick Manukian	101-4010-4011-8170-000		595.00
Inv. 93527				
02/28/14	Medical Exam-Ryan Bernal	101-4010-4011-8170-000		595.00
Inv. 94275				
04/23/14	Medical Exam-Ricky Sze	101-2010-2013-8170-000		75.00
Inv. 94276				
04/23/14	Medical Exam-Gary Sze	101-2010-2013-8170-000		95.00
Inv. 94399				
04/30/14	Medical Exam-Howard Roberts	101-2010-2013-8170-000		595.00
Inv. 94402				
04/30/14	Medical Exam-Margaret Lin	101-2010-2013-8170-000		175.00
Ck. 05/21/14 183452	Total			2,395.00

Staples Business Advantage

Inv. 3229050816				
04/19/14	Library Office Supplies	101-8010-8011-8000-000		254.10
Inv. 3229050817				
04/19/14	Library Office Supplies	101-8010-8011-8000-000		37.45
Inv. 3229050818				
04/19/14	Library Office Supplies	101-8010-8011-8000-000		48.82
Inv. 3229162319				
04/23/14	Yard Office Supplies	101-6010-6601-8000-000		15.51
04/23/14	Yard Office Supplies	101-6010-6410-8000-000		50.33
Inv. 3229162320				
04/23/14	Yard Office Supplies	500-6010-6710-8000-000		12.63
04/23/14	Yard Office Supplies	500-6010-6711-8000-000		12.63
04/23/14	Yard Office Supplies	101-6010-6410-8000-000		12.
04/23/14	Yard Office Supplies	210-6010-6501-8000-000		12.64
04/23/14	Yard Office Supplies	230-6010-6116-8020-000		12.64
04/23/14	Yard Office Supplies	101-6010-6601-8000-000		12.64
04/23/14	Yard Office Supplies	101-6010-6011-8020-000		147.19
Inv. 3229579922				
04/26/14	Library Office Supplies	101-8010-8011-8000-000		16.34
Inv. 3230016944				
05/01/14	Planning/Bldg Office Supplies	101-7010-7101-8000-000		96.74
05/01/14	Finance Office Supplies	101-3010-3011-8000-000		402.56
Ck. 05/21/14 183453	Total			1,144.85

Stellar, Stephen/Jane

Inv. B126784				
05/13/14	Refund Vehicle Release Fee	101-0000-0000-5230-004		5.00
Ck. 05/21/14 183454	Total			5.00

Studio Spectrum

Inv. 17840				
04/23/14	AV Services 4/14	101-1020-1021-8170-000		2,725.00
Ck. 05/21/14 183455	Total			2,725.00

Sue, Helen

Inv. 2013-2014				
04/29/14	Refund St.Light & Lib Assess P	101-0000-0000-4150-000		24.00
04/29/14	Refund St.Light & Lib Assess P	215-0000-0000-4100-000		126.27
Ck. 05/21/14 183456	Total			150.27

Swords Fencing Studio

Inv. 4/7-5/26/14				
04/28/14	Instructor Fencing Class	101-8030-8032-8267-000		382.20

.. 05/21/14 183457	Total		382.20
Szenczi, Chris			
Inv. Spring 2014			
05/05/14	Reimb. Fire Command 2A	101-5010-5011-8200-000	230.00
Ck. 05/21/14 183458	Total		230.00
Tabmizian, Marina			
Inv. 4/12-5/31/14			
05/02/14	Instructor Piano Classes	101-8030-8032-8267-000	1,105.65
Ck. 05/21/14 183459	Total		1,105.65
The Covina-Thomas Company			
Inv. 5927			
04/07/11	Misc. Burnsafes	101-4010-4011-8020-000	2,423.50
Ck. 05/21/14 183460	Total		2,423.50
The House of Printing, Inc.			
Inv. 147376			
04/29/14	Business Cards	101-6010-6601-8020-000	44.84
04/29/14	Business Cards	101-6010-6011-8050-000	89.67
Inv. 147468			
04/29/14	Business Cards	101-7010-7101-8050-000	100.72
Ck. 05/21/14 183461	Total		235.23
Tom's Clothing & Uniforms Inc			
Inv. 83836			
04/01/14	FD Uniform for Chief Riddle	101-5010-5011-8020-000	70.85
.. 05/21/14 183462	Total		70.85
Tumbleweed Press Inc.			
Inv. 56575			
05/01/14	Library Books 6/30/14-6/30/15	101-8010-8011-8031-000	499.00
Ck. 05/21/14 183463	Total		499.00
ULINE			
Inv. 58389058			
04/25/14	Yard Gatorade	230-6010-6116-8020-000	186.19
04/25/14	Yard Gatorade	210-6010-6501-8020-000	186.20
Ck. 05/21/14 183464	Total		372.39
Upper S.G.Mun. Water Dist.			
Inv. 2/03-14			
04/11/14	Water Supply-Kolle Ave/Monterey	500-6010-6711-8231-000	9,991.00
Ck. 05/21/14 183465	Total		9,991.00
Valley Power Systems Inc.			
Inv. 116125			
04/29/14	Emergency Repairs to FD Engine	101-5010-5011-8100-000	900.67
Ck. 05/21/14 183466	Total		900.67
Verizon Wireless			
Inv. 9724236987			
04/26/14	City IPAD's 3/27-4/26/14	101-3010-3011-8150-000	38.01
04/26/14	City IPAD's 3/27-4/26/14	101-2010-2011-8150-000	76.02
Ck. 05/21/14 183467	Total		114.03
Victoria, Emily			
Inv. 11139940			
05/08/14	Refund Citation	101-0000-0000-4610-000	48.00

Ck. 05/21/14 183468	Total		48.
Vision Internet Providers Inc.			
Inv. 26991			
04/12/14	Web Hosting Fee 4/14	101-3010-3032-8020-000	200.65
Ck. 05/21/14 183469	Total		200.65
Vulcan Materials Co. & Affilia			
Inv. 70328948			
04/18/14	Cold Mix	500-6010-6710-8020-000	477.54
04/18/14	Cold Mix	230-6010-6116-8020-000	477.54
Ck. 05/21/14 183470	Total		955.08
Wells Fargo Bank			
Inv. 1073518			
05/01/14	SP 09 Water Rev. Bonds 5/21/14	550-6010-6712-8232-000	2,500.00
Ck. 05/21/14 183471	Total		2,500.00
Y Tire Sales			
Inv. 114198			
04/11/14	Yard Unit# 328 Tires	210-6010-6501-8540-000	1,237.52
Inv. 114199			
04/14/14	Yard Unit#319 Tires	210-6010-6501-8540-000	548.45
Inv. 114341			
05/01/14	Transit Van#75 Vehicle Inspect	205-8030-8025-8100-000	100.25
Ck. 05/21/14 183472	Total		1,886.22
Total			1,123,131.92

ATTACHMENT 4
Payroll 05-09-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 05.09.14

Account Number	Account Name	05.21.14
101-0000-0000-1010-000	General Fund - Payroll cash	455,132.85
	Other Withholding Payables	\$ 217,687.29
101-0000-0000-1010-000	Net General Fund - Payroll Cash	237,445.56
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	4,375.13
207-0000-0000-1010-000	Prop C - Payroll Cash	5,834.14
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	10,122.52
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Aseessment - PR Ca	4,690.60
218-0000-0000-1010-000	Clean Air Act	
227-0000-0000-1010-000	CRA - Payroll Cash	5,982.18
229-0000-0000-1010-000	CRA Housing - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	12,358.64
247-0000-0000-1010-000	SGVCOG Grant Fund	
260-0000-0000-1010-000	CDBG - Payroll Cash	
274-0000-0000-1010-000	Homeland Security Grant	
500-0000-0000-1010-000	Water Fund - Payroll Cash	44,772.34
700-0000-0000-2210-000	Internal Revenue Service	48,639.27
700-0000-0000-2230-000	Internal Revenue Service	14,124.92
Total Checks & Direct Deposits		388,345.30
Checks		18,329.86
Direct Deposits		307,276.25
I.R.S Payments		62,739.19
		<u>388,345.30</u>
To 700		524,938.54
Other PR Payable		217,687.29
ACH Payable		<u>307,251.25</u>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 05.21.14

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
City of South Pasadena	P/R/E 5/4/14	ACH	227.0000.0000.1010.000	Payroll PE 05.04.14	\$ 5,982.18
Arecano Inc.	043014-1	183271	227.7200.7210.8170.000	Finance Director Svcs 4/16-30/14	\$ 1,839.60

RSA Report Total

\$ 7,821.78

Marina Khubesrian, M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary



David Batt, Agency Treasurer

City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member

Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer

COUNCIL AGENDA: May 21, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director *DB*
SUBJECT: **Monthly Investment Reports for March 2014**

Recommendation

It is recommended that the City Council, the Successor Agency to the Community Redevelopment Agency (CRA), and the Public Financing Authority (PFA) receive and file the monthly investment reports for March 2014.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was reviewed by the Finance Committee on April 21, 2014. The Committee decided not to make any changes in the Investment Policy related to types or terms of permitted investments at this time; however, the City is transferring funds out of the Local Agency Investment Fund (LAIF) and into the City's account with Morgan Stanley Smith Barney for placement into higher-yield vehicles, e.g. CDs.

Background

As required by law and PFA Resolution No. 7211 – Joint Exercise of Powers Authority, a monthly investment report is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest and, for securities with a maturity of more than 12 months, current market values. Additional reports are provided on the City's water bond funds and the former CRA's downtown redevelopment tax allocation bonds investments.

The reports reflect all investments at the above-referenced date and are in conformity with the City's Investment Policy and the Successor Agency's Investment Policy as stated in Resolution Nos. 7315 and 2013-08 SA respectively. Copies of these resolutions are available at the City Clerk's office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policies.

Monthly Investment Reports for March 2014
May 21, 2014
Page 2 of 2

Legal Review

The City Attorney has not been asked to review this item.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. City Investment Reports for March 2014
2. Successor Agency to the Community Redevelopment Agency Investment Reports for March 2014
3. Public Financing Authority Investment Reports for March 2014

ATTACHMENT 1
City Investment Reports for March 2014

Exhibit A

City of South Pasadena

INVESTMENT REPORT

March 31, 2014

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.236%	80.59%	10,588,954.22	10,588,954.22
SUBTOTAL			80.59%	<u>10,588,954.22</u>	<u>10,588,954.22</u>
CITIBANK SMITH BARNEY					
Certificates of Deposit	See Exhibit B-2	0.708%	19.41%	<u>2,550,000.00</u>	<u>2,556,940.00</u>
SUBTOTAL			19.41%	<u>2,550,000.00</u>	<u>2,556,940.00</u>
TOTAL INVESTMENTS			100.00%	<u>\$13,138,954.22</u>	<u>\$13,145,894.22</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$9,234,206.29
Smith Barney Uninvested Cash Balance:	\$2,639,566.08
Smith Barney Unsettled Transactions	\$0.00

Required Disclosures:

Average weighted maturity of the portfolio 32 DAYS

Average weighted total yield to maturity of the portfolio 0.328%

The City's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

All investments are in conformity with the City Investment Policy.

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

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
March 31, 2014

	Account / Investment Description	Account / Investment Value	Date of Valuation
2004 Water Revenue Bonds Pooled CSCDA Financing			
Trustee: Union Bank of California			
City of South Pasadena Accounts			
Project Fund -- 6711728914	Local Agency Investment Fund (LAIF)	\$0.00	3/31/2014
Project Fund -- 6711728914	Blackrock Provident Institutional Treasury Funds	<u>\$0.00</u>	3/31/2014
Total South Pasadena Funds Managed by Trustee		<u>\$0.00</u>	
Common (Pooled) Accounts *			
Costs of Issuance Fund -- 6711728905	Blackrock Provident Institutional Treasury Funds	0.00	3/31/2014
Revenue Fund -- 6711728901	Blackrock Provident Institutional Treasury Funds	0.00	3/31/2014
Interest Account Fund -- 6711728902	Blackrock Provident Institutional Treasury Funds	46,231.25	3/31/2014
Principal Account Fund -- 6711728903	Blackrock Provident Institutional Treasury Funds	0.00	3/31/2014
Installment Fund -- 6711728912	Blackrock Provident Institutional Treasury Funds	0.46	3/31/2014
Reserve Fund -- 6711728913	Blackrock Provident Institutional Treasury Funds	1.00	3/31/2014
Sinking Fund -- 6711728904	n/a	<u>0.00</u>	3/31/2014
Total Common Accounts Funds		<u>\$46,232.71</u>	
Grand Total Accounts on Monthly Statement		<u><u>\$46,232.71</u></u>	
* Common accounts are shared on a pro-rata basis by the five agencies that engaged the pooled bonding. These amounts are not available to the City of South Pasadena for project spending. Union Bank reports this information as an integral component of the City's monthly account statement.			
Escrow Fund -- 6712024900 - Information Only		<u>0.00</u>	3/31/2014

Exhibit B-2
Funds and Investments
Held by Contracted (Third) Parties
March 31, 2014

Citibank Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
1 CD	Bank of China - NY	06426NFZ0	9/19/2012	250,000.00		250,000.00	0.650%	0.650%	250,545.00	0.640%	9/19/2014	172	545.00
2 CD	Merrick Bank - UT	59012YW94	9/19/2012	250,000.00		250,000.00	0.550%	0.550%	250,542.50	0.540%	9/19/2014	172	542.50
3 CD	Sallie Mae Bank - UT	795450PF6	9/19/2012	250,000.00		250,000.00	0.850%	0.850%	250,542.50	0.840%	9/19/2014	172	542.50
4 CD	Sovereign Bank - DE	84603M2T2	9/19/2012	250,000.00		250,000.00	0.750%	0.750%	250,542.50	0.740%	9/19/2014	172	542.50
5 CD	BMW Bank - UT	05568PY92	9/21/2012	250,000.00		250,000.00	0.750%	0.750%	250,550.00	0.740%	9/22/2014	175	550.00
6 CD	Franklin Bank - PA	35463PDX5	9/25/2012	250,000.00		250,000.00	0.400%	0.400%	249,885.00	0.400%	9/25/2014	178	(115.00)
7 CD	Ally Bank - UT	02005QS46	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,695.00	1.090%	9/21/2015	539	1,695.00
8 CD	Discover Bank - DE	254671GJ3	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,732.50	0.627%	9/21/2015	539	1,732.50
9 CD	Goldman Sachs	38143AE68	9/19/2012	250,000.00		250,000.00	1.150%	1.150%	251,475.00	0.746%	9/21/2015	539	1,475.00
10 CD	Apple Bank - NY	037830RK4	9/26/2012	50,000.00		50,000.00	0.550%	0.550%	50,350.00	0.540%	9/28/2015	546	350.00
11 CD	Business Bank - MO	12325EFP2	9/28/2012	250,000.00		250,000.00	0.500%	0.500%	249,080.00	0.749%	9/28/2015	546	(920.00)
Subtotal CDs				2,550,000.00		2,550,000.00		0.775%	2,556,940.00	0.708%			6,940.00
Money Market	Liquid Asset Fund			0.00		2,639,566.08	0.010%	0.010%	2,639,566.08	0.010%		1	
Uninvested Cash				0.00					0.00			1	
Grand Totals				2,550,000.00		5,189,566.08	0.381%	0.381%	5,196,506.08	0.353%		160	6,940.00
Unsettled Transactions													
				0.00		0.00			0.00				0.00
Totals incl. Unsettled Transactions				2,550,000.00		5,189,566.08			5,196,506.08				6,940.00
Adjustments													
Differential due to Valuing Short-Term CD's at Cost									<u>0.00</u>				<u>0.00</u>
Adjusted Total									5,196,506.08				6,940.00
Totals per Bank Statement						5,189,566.08			5,196,506.08				6,940.00

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
JULY	7,275,000	7,880,380	9,903,906	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153
AUGUST	6,525,000	7,068,673	8,050,382	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985
SEPTEMBER	6,136,950	6,275,728	7,075,316	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557
OCTOBER	5,583,702	5,474,520	8,079,227	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158
NOVEMBER	5,297,340	4,901,808	8,179,951	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635
DECEMBER	7,176,087	7,802,755	9,959,808	15,063,000	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192
JANUARY	7,566,893	8,544,600	11,719,732	17,143,000	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359
FEBRUARY	7,893,344	8,020,111	11,800,280	17,684,000	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663
MARCH	7,691,498	8,457,766	12,480,215	16,654,000	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894
APRIL	8,758,847	10,326,041	15,460,860	18,784,000	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	
MAY	10,057,012	11,745,463	17,070,125	20,209,000	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	
JUNE	9,586,797	10,535,314	15,170,118	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	

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ATTACHMENT 2
Successor Agency to the Community
Redevelopment Agency Investment Reports for
March 2014

Exhibit A

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
March 31, 2014**

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	RATE OF INTEREST	PAR VALUE	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:						
LAIF -- SA-CRA	ON DEMAND	0.236%			909,117.81	
SUBTOTAL				100.00%	<u>909,117.81</u>	
TOTAL INVESTMENTS				<u>100.00%</u>	<u>\$909,117.81</u>	
BANK ACCOUNTS:						
Bank of America SA-CRA Account Balance:					\$10,238.76	
Bank of America SA-CRA Housing Loans (Collateralization) Account Balance:					\$27,381.35	

Required Disclosures:

Average Maturity of the portfolio

1 DAY

Average total yield to maturity of the portfolio

0.236%

The Agency's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

There have been no variances to the Agency Investment Policy

* Current Market Valuation required for investments with maturities of more than twelve months.

Exhibit B

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT**

**Summary of Investment Activity for the Month
March 31, 2014**

SA-CRA LAIF Account Beginning Balance:	\$909,117.81
Add Deposits	
Subtract Withdrawals	
Ending LAIF Balance:	\$909,117.81

Exhibit C

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
March 31, 2014**

**Funds and Investments
Held by Contracted (Third) Parties**

	<u>Account/Investment Description</u>	<u>Account/Investment Value *</u>	<u>Date of Valuation</u>
2000 Downtown Revitalization Project #1 Tax Allocation Bonds			
Trustee: Union Bank of California			
Debt Service Fund	Blackrock Provident Institutional Treasury Funds	\$8.80	3/31/2014
Interest Account	Blackrock Provident Institutional Treasury Funds	0.00	3/31/2014
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds	0.00	3/31/2014
Reserve Account	Blackrock Provident Institutional Treasury Funds	<u>199,583.30</u>	3/31/2014
Total Funds Managed by Union Bank of California		\$199,592.10	

* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

CITY OF SOUTH PASADENA
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
 INVESTMENT REPORT

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
JULY	2,828,887	2,985,323	2,917,877	3,017,198	3,108,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945
AUGUST	2,828,887	2,985,323	2,917,877	3,017,198	3,108,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945
SEPTEMBER	2,828,887	2,810,323	2,917,877	2,777,198	2,808,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945
OCTOBER	2,840,801	2,834,110	2,953,905	2,816,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532
NOVEMBER	2,910,801	2,834,110	3,034,905	2,831,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532
DECEMBER	2,910,801	2,834,110	3,177,905	2,991,650	2,959,419	2,205,097	1,987,121	1,796,085	1,754,833	908,532
JANUARY	2,975,191	2,859,997	3,237,463	3,052,641	2,977,435	2,208,580	1,989,403	820	1,756,257	909,118
FEBRUARY	2,975,191	3,157,997	3,237,463	3,052,641	2,977,435	2,208,580	2,139,403	820	1,756,257	909,118
MARCH	3,055,191	3,167,997	3,334,463	3,052,641	2,977,435	2,208,580	1,939,403	2,000,820	906,257	909,118
APRIL	2,859,677	2,984,072	2,802,720	3,084,227	3,141,429	2,211,614	1,941,969	2,001,427	907,394	
MAY	2,934,677	3,035,072	2,977,720	3,084,227	3,141,429	1,981,614	1,941,969	2,001,427	907,394	
JUNE	2,934,677	2,840,072	2,977,720	3,084,227	3,091,429	1,981,614	1,891,969	2,001,427	907,394	

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ATTACHMENT 3
Public Financing Authority Investment Reports for
March 2014

Exhibit A

South Pasadena
Public Financing Authority
INVESTMENT REPORT
March 31, 2014

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
WELLS FARGO - RELIANCE TRUST - TVI					
Cash Equivalents	See Exhibit B	0.101%	62.63%	17,225,529.58	17,225,529.58
Certificates of Deposit / Govt. Securities	See Exhibit B	0.588%	37.37%	10,277,974.00	10,277,974.00
SUBTOTAL			100.00%	27,503,503.58	27,503,503.58
TOTAL INVESTMENTS			100.00%	\$27,503,503.58	\$27,503,503.58
OTHER ACCOUNTS:					
Wells Fargo 2009 Bonds Revenue Fund				\$0.00	
Wells Fargo 2009 Bonds Interest Fund				\$1,012,125.00	
Wells Fargo 2013 Bonds Revenue Fund				\$0.01	
Wells Fargo 2013 Bonds Interest Fund				\$114,993.74	
Wells Fargo 2013 Bonds Cost of Issuance Fund				\$18,615.70	

Required Disclosures:

Average weighted maturity of the portfolio 132 DAYS

Average weighted total yield to maturity of the portfolio 0.283%

The PFA's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

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

Exhibit B

**Funds and Investments
Held by Contracted (Third) Parties
March 31, 2014**

2009 PFA Water Revenue Bonds

Wells Fargo - Reliance Trust - TVI Investments

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
Reserve Fund									
1	Cash			0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		241,847.29	0.010%	241,847.29	0.010%		1	
3	Government Advantage Money Market		16,531.26	0.010%	16,531.26	0.010%		1	
4	FDIC Insured Money Market Accts.		0.00	0.600%	0.00	0.600%		1	
Subtotal Cash & Cash Equivalents			258,378.55		258,378.55				
1	CDARS - CD	Crest Savings - NJ	84,000.00	2.650%	84,000.00	2.650%	5/22/2014	52	
2	CDARS - CD	Northwestern Bank - MN	84,000.00	2.650%	84,000.00	2.650%	5/22/2014	52	
3	CDARS - CD	People's Bank - OH	84,000.00	2.650%	84,000.00	2.650%	5/22/2014	52	
4	CDARS - CD	1 California Bank - WA	80,000.00	2.650%	80,000.00	2.650%	5/22/2014	52	
5	CDARS - CD	Settlers Bank	84,000.00	2.650%	84,000.00	2.650%	5/22/2014	52	
6	CDARS - CD	So. Missouri Bank - MO	84,000.00	2.650%	84,000.00	2.650%	5/29/2014	59	
7	CDARS - CD	First State Bank - ND	78,000.00	2.650%	78,000.00	2.650%	5/29/2014	59	
8	CDARS - CD	1 California Bank - WA	4,000.00	2.650%	4,000.00	2.650%	5/29/2014	59	
9	CDARS - CD	Sallie Mae Bank	84,000.00	2.650%	84,000.00	2.650%	5/29/2014	59	
10	CDARS - CD	Gulfstream Bank - FL	84,000.00	2.700%	84,000.00	2.700%	6/5/2014	66	
11	CDARS - CD	First State Bank - ND	6,000.00	2.700%	6,000.00	2.700%	6/5/2014	66	
12	CDARS - CD	Banner Co. Bank - NE	84,000.00	2.700%	84,000.00	2.700%	6/5/2014	66	
13	CDARS - CD	Welch State Bank - OK	84,000.00	2.700%	84,000.00	2.700%	6/5/2014	66	
14	CDARS - CD	Nashville Bank & Trust	67,000.00	2.700%	67,000.00	2.700%	6/5/2014	66	
15	CDARS - CD	Salem Co-op Bank - NH	82,000.00	2.700%	82,000.00	2.700%	6/12/2014	73	
16	CDARS - CD	Kanza Bank - KS	84,000.00	2.700%	84,000.00	2.700%	6/12/2014	73	
17	CDARS - CD	Blue Ridge Bank - VA	84,000.00	2.700%	84,000.00	2.700%	6/12/2014	73	
18	CDARS - CD	Eagle Bank - MD	82,000.00	2.750%	82,000.00	2.750%	6/19/2014	80	
19	CDARS - CD	Lusk State Bank - WY	82,000.00	2.750%	82,000.00	2.750%	6/19/2014	80	
20	CDARS - CD	First Comm. Bank - VA	36,000.00	2.750%	36,000.00	2.750%	6/19/2014	80	
21	CDARS - CD	Provident Bank - NY	50,000.00	2.750%	50,000.00	2.750%	6/26/2014	87	
22	CDARS - CD	Pender State Bank - NE	48,000.00	2.750%	48,000.00	2.750%	7/3/2014	94	
23	CDARS - CD	Town Bank - WI	32,000.00	2.750%	32,000.00	2.750%	7/3/2014	94	
24	CDARS - CD	Savings Bank - CT	80,000.00	2.750%	80,000.00	2.750%	7/10/2014	101	
25	CDARS - CD	First National Bank - TX	86,000.00	2.750%	86,000.00	2.750%	7/10/2014	101	
26	CDARS - CD	Platte Valley Bank - WY	4,000.00	2.750%	4,000.00	2.750%	7/10/2014	101	
27	CDARS - CD	Gateway Bank - FL	80,000.00	2.750%	80,000.00	2.750%	7/10/2014	101	
28	CDARS - CD	Key Bank Natl. Assn. -OH	225,000.00	0.450%	225,000.00	0.450%	3/13/2015	347	
29	CDARS - CD	Medallion Bank - UT	248,000.00	5.500%	248,000.00	0.550%	3/15/2016	715	
30	CDARS - CD	American State Bank -IA	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	1,093	
31	CDARS - CD	CIT Bank - UT	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	1,443	
32	CDARS - CD	First Bank - PR	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	1,445	
33	CD - Callable	JP Morgan Chase - OH	248,000.00	0.750%	248,000.00	0.750%	3/15/2018	1,445	
Subtotal CDs			3,286,000.00	2.213%	3,286,000.00	1.839%		527	0.00
Total Reserve Fund			3,544,378.55	2.051%	3,544,378.55	1.705%		488	0.00
Project Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		843,637.56	0.010%	843,637.56	0.010%		1	
3	Government Advantage Money Market		11,086,432.79	0.010%	11,086,432.79	0.010%		1	
4	USA Mutuals Partners Insured		5,037,080.68	0.320%	5,037,080.68	0.320%		1	
5	FDIC Insured Money Market Accts.		0.00	0.200%	0.00	0.200%		1	
Subtotal Cash & Cash Equivalents			16,967,151.03		16,967,151.03	0.102%		1	
1	Govt. Securities	Fed. Home Loan Mtg. Co.	2,011,974.00	0.625%	2,011,974.00	0.625%	12/29/2014	273	
2	CDARS - CD	Mizuho Bank USA	249,000.00	0.300%	249,000.00	0.300%	5/13/2014	43	
3	CDARS - CD	Beal Bank NV	249,000.00	0.350%	249,000.00	0.350%	8/13/2014	135	
4	CDARS - CD	Doral Bank	249,000.00	0.350%	249,000.00	0.350%	11/7/2014	221	
5	CDARS - CD	Bank Baroda NY	249,000.00	0.350%	249,000.00	0.350%	11/12/2014	226	

Exhibit B

**Funds and Investments
Held by Contracted (Third) Parties
March 31, 2014**

2009 PFA Water Revenue Bonds

Wells Fargo - Reliance Trust - TVI Investments

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
6 CDARS - CD	Fifth Third Bank Columbus	11/13/2013	249,000.00	0.300%	249,000.00	0.300%	11/13/2014	227	
7 CDARS - CD	BBCN Bank CA	11/18/2013	249,000.00	0.300%	249,000.00	0.300%	11/18/2014	232	
8 CDARS - CD	Compass Bank AL	11/13/2013	249,000.00	0.550%	249,000.00	0.550%	5/13/2015	408	
9 CDARS - CD	TCF Natl Bank Sioux Falls S	11/13/2013	249,000.00	0.400%	249,000.00	0.400%	5/13/2015	408	
10 CDARS - CD	Sterling Savings Bank	12/18/2013	249,000.00	0.400%	249,000.00	0.400%	6/18/2015	444	
11 CDARS - CD	First State Bank	12/23/2013	249,000.00	0.400%	249,000.00	0.400%	6/23/2015	449	
12 CDARS - CD	Conestoga Bank	12/27/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	452	
13 CDARS - CD	Pacific City Bank	12/26/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	452	
14 CDARS - CD	Private Bank & Trust	10/4/2013	249,000.00	0.650%	249,000.00	0.650%	10/5/2015	553	
15 CDARS - CD	First United Bank	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	557	
16 CDARS - CD	North American Banking Co.	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	557	
17 CDARS - CD	Bridgewater Bank	10/10/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	557	
18 CDARS - CD	Luana Savings Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	557	
19 CDARS - CD	Lyons National Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/13/2015	561	
20 CDARS - CD	Pilot Bank	10/17/2013	249,000.00	0.500%	249,000.00	0.500%	10/16/2015	564	
21 CDARS - CD	Enerbank	10/17/2013	249,000.00	0.550%	249,000.00	0.550%	10/19/2015	567	
Subtotal CDs & Securities			6,991,974.00	0.306%	6,991,974.00	0.306%		271	0.00
Total Project Fund			23,959,125.03	0.089%	23,959,125.03	0.162%		80	0.00
Grand Totals			27,503,503.58	0.342%	27,503,503.58	0.361%		132	

City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member

Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer

COUNCIL AGENDA: May 21, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Paul Riddle, Deputy Fire Chief *PR*
Eric Zantesson, Captain *EZ*
SUBJECT: **Award Sole Source Purchase of Zoll Cardiac Monitor in the Amount of \$36,063.55 for use on Rescue Ambulance 81**

Recommendation

It is recommended that the City Council:

1. Authorize the purchase of one cardiac monitor from Zoll Medical Corporation in the Amount of \$36,063.55; and
2. Waive bidding requirements and authorize a single sole source purchase pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(11)(j).

Fiscal Impact

The cardiac monitor will be purchased out of account 101-5010-5011-8520. The funds were approved and appropriated as part of the fiscal year 2013-2014 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Our current in-service cardiac monitors are approximately eight years old and are at the end of their recommended lifespan. They were acquired in 2006 and since then, there have been several technological advances which will allow the Fire Department to provide the highest level of medical care to the community.

Analysis

Approximately 85 percent of the emergency calls that the South Pasadena Fire Department responds to each year are medical emergencies. Most of these medical responses require the use of a cardiac monitor to assist fire personnel in assessing the patient and determining the proper care to be provided. In the event the medical emergency involves circumstances where the patient's heart is either beating in a life threatening abnormal rhythm or is not beating at all, the cardiac monitor also serves as a defibrillator to shock the heart back into a normal rhythm.

Award Sole Source to Zoll Medical Corporation for Cardiac Monitor
May 21, 2014
Page 2 of 2

SPMC Section 2.99-29 (11) (j) grants the City Council the authority to purchase supplies, equipment and services of a value greater than \$25,000 without three competitive quotes when in the opinion of the City Council, it is in the best interest of the City.

The cardiac monitor is being sought from Zoll Medical Corporation. While there are other vendors out there, the "See through CPR" and "Real CPR Help" software is proprietary to Zoll. These two elements separate this device and manufacturer from the rest and make it the best choice for pre-hospital treatment of cardiac patients in South Pasadena.

"See through CPR" allows the paramedics to view the underlying heart rhythm of a patient whose heart has stopped even though CPR is ongoing. This feature has never been available before. With the monitors we currently use, it is necessary to stop CPR to allow the underlying rhythm to be evaluated. This means critical time is lost; time needed to keep the heart and brain alive. No other manufacturer offers this technology. The other feature is "Real CPR", this ensures that rescuers are providing effective CPR for a patient whose heart has stopped. It also ensures that all other elements of CPR being performed are done correctly.

Additionally, this monitor brings us in line with the standard currently being used by neighboring Fire Departments and is consistent with the pre-hospital care education that the department currently receives.

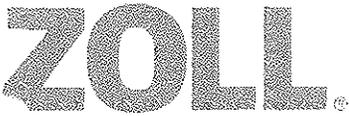
Legal Review

The City Attorney has reviewed this item. The sole source purchasing approach recommended in this agenda report is in compliance with the Municipal Code. With regard to the purchase agreement I want to bring a few provisions to your attention. The agreement shifts liability for damage to the equipment to the City at the moment it is given to the common carrier for shipping. Some components of the equipment have only a 90 warranty, commencing with its shipment. The agreement limits their liability so that they are not responsible for indirect, special or consequential damages. Finally the choice of law in the agreement is the law of the State of Massachusetts, rather than California. Though these provisions are not in the best interest of the City, they are pretty standard in technology purchase agreements and it is highly unlikely that they would agree to negotiate anything different.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Zoll Medical Corporation Quote for New Cardiac Monitor



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: South Pasadena Fire Department

817 Mound Avenue
South Pasadena, CA 91030

Attn: **Eric Zanteson**
Fire Captain/Paramedic Coordinator

email: EZanteson@SouthPasadenaCA.gov
Tel: 626-403-7300

QUOTATION 164747 V:3

DATE: May 05, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

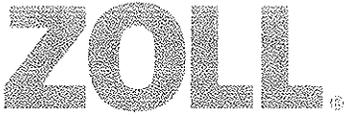
ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p>X Series @ Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty <p>Advanced Options:</p> <p>Real CPR Help Expansion Pack \$995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	1	\$40,020.00	\$32,816.40	\$32,816.40 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal \$32,816.40

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x9218



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TO: South Pasadena Fire Department

817 Mound Avenue
South Pasadena, CA 91030

Attn: **Eric Zanteson**
Fire Captain/Paramedic Coordinator

email: EZanteson@SouthPasadenaCA.gov

Tel: 626-403-7300

QUOTATION 164747 V:3

DATE: May 05, 2014

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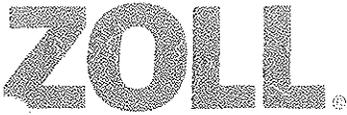
ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SpO2 & SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995 Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Reusable Patient Cable: Connects to Single Use Sensors (4 ft)	1	\$225.00	\$168.75	\$168.75 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	1	\$495.00	\$340.31	\$340.31 *
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$157.50	\$133.88	\$133.88 *
5	8000-0580-01	Six hour rechargeable Smart battery	2	\$495.00	\$420.75	\$841.50 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 2 Subtotal \$34,300.84

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Bryan Pank
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DATE: May 05, 2014

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
6	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,583.00	\$2,195.55	\$2,195.55 *
7	8778-100044	4 Year Extended Warranty At Time of Equipment Sale (On-Site).	1	\$3,900.00	\$3,900.00	\$3,900.00
8	7800-0312	LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In	1		(\$7,800.00)	(\$7,800.00) **
		Estimated Sales Tax 9%				\$3,467.16
<p>*Reflects National Purchasing Partners (NPP) Contract Pricing.</p> <p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p>						

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TOTAL \$36,063.55

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ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall not be bound by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other service without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.
VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

Marina Klubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member

Evelyn G. Zueimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer

COUNCIL AGENDA: May 21, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Arthur J. Miller, Chief of Police 
Mike Neff, Acting Captain 

SUBJECT: **Authorization for a Wireless Communications Use and Maintenance Agreement Between the City of Pasadena and the City of South Pasadena**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a Wireless Communications Use and Maintenance Agreement and all related documents between the City of South Pasadena and the City of Pasadena in the amount of \$12,000 annually; and
2. Authorize the City Manager to terminate the current Wireless Communications Use and Maintenance Agreement with the City of Glendale.

Fiscal Impact

The annual cost for contracting with the City of Pasadena is \$12,000. Terminating the current contract with the City of Glendale will result in a savings of \$22,800 per year.

Review and Recommendation

This report was not reviewed by a commission.

Background

The Federal Communications Commission (FCC) mandates that we must comply with new requirements to upgrade programming and hardware. In 2009, the South Pasadena Police Department began applying for state and federal funding to upgrade our radio infrastructure. As other Los Angeles County police agencies have upgraded and implemented their radio systems to digital frequencies, our department's analog radio system and equipment has become obsolete. It was increasingly difficult for us to communicate with our neighboring agencies.

We received state and federal grant funds over the past several years and our radio system has been significantly upgraded. However, our agency had only one radio frequency and one radio tower that housed our repeater system which limited the distances of our transmissions. Installing and maintaining radio repeater towers and obtaining additional frequencies from the FCC was not cost effective. Interagency Communications Interoperability System (ICIS) has built an infrastructure which provides for a wide area interoperable radio network. The City of Glendale was able to provide our agency with multiple frequencies and roaming capability of the five ICIS radio towers throughout Los Angeles County.

Although ICIS will provide the interoperability system, we lack the required radio network infrastructure and personnel. Participating with ICIS as a "Subscriber" we do not have voting authority. You must be a "Member" to have voting authority with the ICIS Board. To be a "Member" with ICIS would cost our agency approximately \$46,000 per year plus an infrastructure to maintain a radio network.

In 2009, the City Council authorized the City Manager to execute a contract with ICIS at a cost of \$5 per radio monthly and a Wireless Communications Use and Maintenance Agreement with the City of Glendale at a cost of \$25 per radio monthly. We operate approximately 118 police radios which include assigned radios for police personnel, vehicles and our E-911 Communications Center.

Interagency Communications Interoperability System (ICIS)

Monthly Cost: \$5 per radio (118 radios)
Annually Cost: \$7,080

City of Glendale (Wireless Communications Use and Maintenance Agreement)

Monthly Cost: \$25 per radio (118 radios)
Annually Cost: \$35,400

Total: \$42,480

Analysis

The City of Pasadena is also a voting Member of the ICIS Governance Board and has the legal authority and technical ability to host agencies which operate on the ICIS network. The City of Pasadena has agreed in their attached Wireless Communications Use and Maintenance Agreement proposal to charge \$25 per radio monthly for a maximum of 40 radios at an annual cost of \$12,000. Commline Inc., our radio service provider, will program our radios after receiving frequencies and talk-group IDs from the City of Pasadena to operate on the ICIS network. Although we are programming all 118 radios into the Pasadena Network, we will only be charged for 40 radios. Furthermore, the City of Pasadena's Radio Lab is one of the most advanced systems in the County

and has provided us with technical support and institutional knowledge over the past several years as we have upgraded our radio platform.

City of Pasadena (Wireless Communications Use and Maintenance Agreement)

Monthly Cost: \$25 per radio (maximum 40 radios)

Annually Cost: \$12,000

Cost Savings: **\$23,400 Annually**

Legal Review

The City Attorney has reviewed this item. The proposed agreement is essentially the same agreement as the agreement entered into with the City of Glendale, with the exception of the cost portion. Our office wanted some revisions to the indemnity language as a couple of other minor provisions; however, the City of Pasadena would only agree to revise the cost portion of the agreement.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. City of Pasadena Wireless Communications Use and Maintenance Agreement
2. 2009 City Council Staff Report

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ATTACHMENT 1

City of Pasadena Wireless Communications Use and
Maintenance Agreement

**WIRELESS COMMUNICATIONS USE AND MAINTENANCE AGREEMENT
BETWEEN AN ICIS MEMBER AGENCY AND SUBSCRIBER AGENCY FOR
PURPOSES OF OPERATING UPON THE ICIS SYSTEM**

THIS AGREEMENT, made and entered into this 1st day of February, 2014, by and between the City of Pasadena, ("Member"), and the City of South Pasadena Police Department ("Subscriber").

RECITALS

Whereas Member is a voting member of the Interagency Communications Interoperability System Governance Board ("ICIS") and has built and maintains an infrastructure which provides for a wide area interoperable radio network; and

Whereas Member has the technical ability and capacity to host the additional radio units which may communicate upon its network as a result of this Agreement; and

Whereas Subscriber is a government entity that maintains Land Mobile Radio (LMR) communications systems and devices compatible with the ICIS network and desires to access and employ the Member's system for purposes of operational communications; and

Whereas the definition, function, access fees, and general limitations of Subscribers is set forth in ICIS Resolution 13-01 or successor(s) to that Resolution and shall be adhered to by the Subscriber and Member Agency named herein.

NOW THEREFORE, the parties agree as follows:

1.0 TERM

The term of this agreement shall begin on the date set forth above, and shall continue for five years (the "Initial Term"). Either party, by notifying the other party in writing, may upon sixty (60) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. Member agency reserves the right to immediately discontinue Subscriber access to the system in the event of any misuse or inappropriate employment of system resources or in the event of non-payment of applicable fees.

2.0 DESCRIPTION OF SERVICES

2.1 Assignment of Talk Groups: Member shall provide Subscriber use of specific talk groups within Member's trunked communications system. These talk groups shall only be used in the course of Subscriber's course of official business. Subscriber shall not utilize Member's talk groups for any other purpose. Subscriber shall not provide system access, including access to their assigned Talkgroup(s), to any third party without the express approval of ICIS and any affected ICIS Member Agency in conformance with Affiliate and Subscriber procedures.

- 2.2 Restrictions on Use of Talk Groups:** Subscriber shall access only those talk groups previously approved and assigned to Subscriber. Any use of talk groups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law.
- 2.3 Restrictions on System Sites:** Other than the Host Agency, an ICIS Member Agency(s) may restrict Subscriber from Roaming into and upon a Member Agency's specific sites if the Member Agency determines it has insufficient capacity to accommodate system loading resulting from Subscriber's operations. In such cases the affected Member Agency will cause timely notification to the Host Agency, ICIS, and the Subscriber Agency. Restriction from specific Member Agency sites shall not affect Subscriber's responsibility for Roaming and Access fees for system use.
- 2.4 In General.** Member shall provide Subscriber use of four talk groups for the exclusive use of the Subscriber Police Department on the Member Radio System. These talk groups shall only be used in Subscriber's ordinary course of business to provide police services to the public. Subscriber agrees that it shall utilize no more than 40 Subscriber Radios on the Member Radio System. Subscriber shall arrange and pay for any and all programming of radios, and shall request approval of Member in advance of programming any additional radios to be utilized on the Member Radio System.
- 2.5 Fees:** Subscriber shall pay Member subscription fees for access to the ICIS network quarterly, with payment due within 30 days of the end of each calendar quarter (i.e. at the end of each March, June, September and December). The Subscriber shall pay \$25.00 per radio per month to the Member according to the terms of this Agreement eg. \$25.00 per radio for 40 radios equals \$1,000 per month, payable quarterly.
- 2.6 Roaming:** Subscriber shall pay Roaming Fees directly to the ICIS JPA annually. ICIS Roaming and Access Fees are due within 90 days of the start of each Fiscal Year in which Subscriber is a system user or within 90 days of Subscriber Agreement execution if this execution occurs beyond that period. Failure to deposit applicable Roaming and Access fees will result in suspension of ICIS and Member System access by Subscriber and Subscriber's resources. ICIS will invoice Member Agency directly for applicable Roaming and Access fees. The Subscriber shall arrange a Roaming Agreement directly with the ICIS JPA.
- 3.0 PROJECT MANAGEMENT.**
Member's Wireless Communications Administrator or his or her designee shall serve as Member's project manager. Sergeant Mike Neff or his designee shall serve as Subscriber's project manager. The project managers shall be available to meet at a mutually agreed upon time and place to coordinate and review the use of the talk groups.
- 4.0 INDEMNIFICATION.**
Subscriber agrees to indemnify, hold harmless, defend, and release Member and the ICIS JPA, their elected officials, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and

expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of services, equipment or materials provided under this Agreement, including but not limited to any failure of the communications system.

5.0 LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event will Member, ICIS, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if Member has been advised of the possibility of such damages. In any case, Member's maximum cumulative liability and Subscriber's exclusive remedy for any claims whether in contract or tort or otherwise, arising out of or related to services or these terms and conditions will be limited to the amount actually paid by Subscriber to member for the services during the six months immediately preceding any such liability.

6.0 DISCLAIMER.

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk. MEMBER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

7.0 GENERAL PROVISIONS.

- 7.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto.
- 7.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this Agreement. Any such purported assignment shall be void.
- 7.3 Compliance with Laws:** Each party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable to the Property or the operations of the parties on the Property.
- 7.4 Force Majeure:** If performance is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence

terminates and the Agreement shall be extended for a period equal to the duration of the suspension; provided, however, that if such suspension continues for a period of one (1) year, this Agreement shall terminate. Should this Agreement be suspended or terminate pursuant to this paragraph Subscriber, shall thereupon pay to Member any debt then owing to Member pursuant to this Agreement on the date of such suspension or termination.

- 7.5 Waiver; Remedies Cumulative:** By entering this Agreement, no party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties of this Agreement.
- 7.6 Mitigation of Damages:** In all situations arising out of this Agreement, the parties, shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- 7.7 Governing Law:** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of the Los Angeles County.
- 7.8 Attorney Fees:** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall if it is in the interest of justice to do so, award the full amount of costs, expenses, attorney's fees paid or incurred in good faith.
- 7.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 7.10 Authorization:** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 7.11 Entire Agreement Between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both parties.
- 7.12 Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining

provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.13 Notices: For the purpose of notifying or contacting the other party relative to any matter concerning this Agreement, a party shall mail such notice to the party to be notified, by United States Mail, first class postage prepaid, addressed as follows:

City of Pasadena
Department of Information Technology
Radio Communications
100 N. Garfield Ave. Room N123
Pasadena, CA 91109
Tel (626) 744-4667
Fax (626) 396-7278
Email doit@cityofpasadena.net
ATTN: Radio Communications Supervisor

City of South Pasadena
Police Department
1422 Mission Street
South Pasadena, CA 91030
Tel (626) 403-7270
Email: mneff@ci.south-pasadena.ca.us
ATTN: Sergeant Mike Neff

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either party may change the specified person or address at which it is to receive notices by giving ten (10) days notice of such change to the other party in writing.

In recognition of the obligations stated in this Agreement, the parties have executed this agreement on the date indicated above.

MEMBER:

AFFILIATE

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form:

Approved as to Form:

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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ATTACHMENT 2
2009 City Council Staff Report

City of South Pasadena Agenda Report

David Sifuentes, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Philip C. Putnam, Councilmember
Mike Ten, Councilmember

Sally Kilby, City Clerk
Victor Robinette, City Treasurer

COUNCIL AGENDA: October 21, 2009
TO: Honorable Mayor and City Council
VIA: John Davidson, City Manager 
FROM: Daniel B. Watson, Chief of Police 
SUBJECT: Authorize the City Manager to Execute an Agreement for the Interagency Communications Interoperability System (ICIS) and Award Sole Source Contract to Motorola in the Amount of \$204,468 and Competitive Contract to Vision Communications for Related Equipment in the Amount of \$98,845

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the Wireless Communications Use Agreement with ICIS and all related documents for the City's participation in the ICIS network;
2. Award a Sole Source contract in the amount of \$204,468 to Motorola for digital handheld radios and mobile digital radios for vehicles; and
3. Award a contract in the amount of \$98,845 to Vision Communications for a digital communications base station.

Fiscal Impact

The purchase and installation of the digital handheld radios, digital communications base station radio, digital mobile radios, in the amount of \$270,790, is from the 2008 State Homeland Security Grant Program (08-SHSGP) and will be expended from 274-4010-4019-8520. The 08-SHSGP has no match required but the City will be reimbursed for the expenditures. The remaining \$32,523 will be expended from State COPS grant funds (272-4010-4018-8520).

Commission Review and Recommendation

This item has not been reviewed by any Commission.

Background

In September 2009, the City received a fully executed Sub-Recipient Agreement from the County of Los Angeles in the amount of \$270,790 in 08-SHSGP funds. This amount, along with \$32,523 of COPS funding, will enable the Police Department to move forward on a long-planned

Authorize City Manager to Execute ICIS Agreement and Award Contracts to Motorola and Vision Communications
October 21, 2009
Page 2 of 2

conversion to the Interagency Communications Interoperability System (ICIS) Network. The ICIS Network will allow interoperability with the City's Fire Department and all law enforcement agencies currently members of the network, including nearby Pasadena and Glendale. ICIS currently has 20 public safety agencies on the system, ten more in the transition process, and 20 more in the planning process.

Analysis

Following the City of South Pasadena's Municipal Code 2.99-29, the City did not solicit bids as Motorola is the only digital radio supplier which is compatible with the ICIS system. ICIS operates on a "Smart Zone" firmware network and Motorola has the proprietary software license. In order to operate/transmit on an ICIS frequency, the radio must have a Motorola software license. Attachment 2 is the State of California's concurrence that Motorola is a sole source vendor of these products and permits the City to purchase them with the 08-SHSGP funds.

City staff solicited 3 bids for the communications digital base station for Police Dispatch (Attachment 4). Vision Communications was the lowest qualified bidder in the amount of \$98,845.

Legal Review

The City Attorney has reviewed this item and has approved the agreement with ICIS as to form.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Wireless Communications Use Agreement Between the Interagency Communications Interoperability System and the City of South Pasadena
2. State of California Motorola Sole Source Letter
3. Motorola Quote for Digital Radios
4. Communication Base Station Quotes
5. South Pasadena ICIS Transition Plan

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City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

*Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member*

*Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: May 21, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Paul Toor, P.E., Public Works Director 
Shin Furukawa, P.E., Deputy Public Works Director 
SUBJECT: **Award of Contract in the Amount of \$26,100 to GK & Associates
for Construction Management and Inspection Services for the
Orange Grove Street Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated December 9, 2013 from GK & Associates for construction management and inspection services for the Orange Grove Street Improvement Project;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with GK & Associates for a not-to-exceed amount of \$26,100.

Fiscal Impact

There are sufficient funds available in the Fiscal Year 2013-14 budget for the construction of this project. The project is funded from General Fund account 101-9000-9383 and TDA funds.

Commission Review and Recommendation

This matter has not been reviewed by a Commission.

Background

The scope of work includes the construction management and inspection services for the construction of the Orange Grove Street Improvement Project, which is being considered for approval under a separate item on tonight's City Council meeting agenda.

Analysis

Section 2.99-29(12) of the South Pasadena Municipal Code provides that professional service contracts, such as the herein agreement, are exempt from the bidding process. This section of the Municipal Code does require, "if possible," that the City obtain three quotations before awarding the contract. In October 2013, a request for proposals (RFP) was sent to three consulting engineering firms experienced in construction management and inspection services for municipal capital

improvement projects. BRJ and Associates did not respond to the RFP. The following firms responded to the request for proposals:

GK & Associates, Diamond Bar, CA
JT Engineering, Santa Clarita, CA

Section 4526 of the Government Code allows the selection of professional services of architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms to be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

GK & Associates is a qualified, smaller firm specializing in providing construction management, inspection, infrastructure asset management and other general civil engineering services to municipal agencies. They have provided similar construction management and inspection services to the City of Downey, City of Norwalk, City of Brea, City of Compton and several recent City projects: Hanscom Street Improvement Project Phase II, Moffat Mound and Rollin Street Improvement Project, Pasadena Avenue Street Improvement Project, Saint Albans Avenue Water Line Repair Project, Pasadena Avenue Street Improvement Project Phase II, Via Del Rey Street Improvement Project, Mountain View Street Improvement Project and Raymond Lane Alley Improvement Project. Staff has checked GK and Associates references and has found them to be satisfactory. Staff recommendation is to award this contract to GK & Associates.

Legal Review

The City Attorney has reviewed the agreement, which incorporated the latest professional services agreement template prepared by the City Attorney's Office. The City Attorney's Office has no concerns with this agreement.

Public Notification of Agenda Item

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

Attachment: Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
GK & ASSOCIATES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of May, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and GK & ASSOCIATES ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide inspection and construction management services for the Orange Grove Street Improvement Project, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise

City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Ghazala Khan, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall be \$ 90 per hour.

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of

this Agreement, including expenses, will not exceed \$26,100. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$20,880 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.4 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of

Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on May 21, 2014 ("Effective Date") and shall remain in effect for one year, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Ghazala Khan or such other person designated in writing by her and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Ghazala Khan
GK & Associates
3333 Brea Canyon Road, Suite 120
Diamond Bar, CA 91765

IF TO CITY:

City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this

Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise 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, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. 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 the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the

California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional

services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or

arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: _____

GK & Associates

By: _____
Ghazala Khan, President

Federal ID No. _____

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

Objectives

Our scope of work is focused on delivering construction management and inspection services which meet the following critical objectives:

- Skilled, thorough, and professional management and inspection of construction activities related to the On-Call Construction Management and Inspection Services for Offsite Facilities identified in the RFP.
- Regular communication with the contractor(s), the City's project manager, and other stakeholders.
- A "preventive" change order and construction claims mitigation process that anticipates construction issues before they surface as problems.
- A change order resolution process that is objective, fair, consistent and efficient and one that maintains a "partnered" approach to problem resolution.
- Timely resolution of all RFIs and identification of their collateral impacts on construction costs and schedule.
- Sensitivity to surrounding community issues and maintenance of needed exchange of information with the developer and the City.
- A document management system that allows for ready access to daily reports, construction agenda and meeting minutes, RFIs, change orders review and negotiation documents, and communication with project stakeholders.
- A fully documented quality assurance program that incorporates all applicable construction quality standards.
- Strict adherence to job site safety standards, including safety awareness discussions in all weekly construction meetings.

Scope Assumptions and Tasks

It is our understanding that upcoming projects would require on-site full time construction management and inspection resources. Given this information, and our experience with similar construction activities, we believe that construction management and inspection needs for these projects can be effectively and efficiently addressed by the same individual providing Construction Management and Inspection services, to be deployed based on the intensity and duration of the construction activities. In addition, material testing will be assigned as the needs dictate.

PROJECT APPROACH

Pre-construction meeting

GK & Associates Construction Manager will lead the preconstruction meeting involving the contractor, City staff and other stakeholders to discuss construction schedule, sequencing, construction safety issues and regular communication and coordination topics. To provide clarity around construction management procedures, the Construction Manager will also address topics such as: construction change order implementation process, dispute resolution process, procedures related to cataloguing and monitoring of RFIs, requests for substitutions, and project submittals. The project quality control, schedule compliance and documentation required for progress payments will also be discussed. In support of the City staff, GK & Associates will answer any questions by the individual contractors regarding construction documents, inspection procedures, and job coordination requirements.

Project kick-off meeting

This meeting is intended to introduce GK & Associates project team with the City staff and to address any questions dealing with scheduling, monitoring, progress payment reviews, change order mitigation process, and other topics of importance to the City. GK & Associates will submit our detailed construction management and inspection and jobsite safety plan covering the following elements:

- Identification and role of project staff
- Site safety procedures
- Standard agenda for weekly construction meetings and monthly progress review meetings
- Standard template for daily field notes
- RFI transmittal and review process
- Submittals and substitutions review process
- Dispute resolution process
- Routine coordination and communication requirements
- Earned value reporting and contractor progress payment review process

Weekly construction meetings

GK & Associates will hold weekly construction meetings with contractor to discuss various project activities, job safety issues, construction progress, RFI and change order status, and any other topics for immediate resolution. In each of these meetings construction schedule will be reviewed to chart the progress made to date and to discuss activities for the following week. The Construction Manager will prepare minutes of each meeting for distribution to the contractor and the City.

Monthly progress meetings

GK & Associates construction managers and construction inspectors will attend these monthly meetings with the City staff. The purpose of these meetings is to report to the City on-going construction issues including job safety, schedule, project completion, contractor payments requests and potential change orders. Our experience has shown that these meetings are more productive when held immediately following the contractor's monthly payment requests. One of the most critical elements of these meetings will be the discussion of contractor's earned value vs. project schedule. Any topics of importance to other stakeholders would be brought up in these meetings. To facilitate City's understanding of project progress, GK & Associates will submit prior to the meeting a

compilation of the daily reports, construction agenda and meeting minutes, RFI log, change order log, and listing of other issues surfacing during construction activities. Minutes of the monthly meetings will be prepared and submitted to the City within 72 hours of each meeting.

Progress payments

On a monthly basis, the Construction Manager will review contractor earned value report and progress payment request. He will recommend to the City an appropriate payment based on our assessment of progress to date. Any disagreement between contractor's claims of job progress vs. our assessment will be highlighted and resolved in a timely manner.

Project management and inspection

GK & Associates will provide construction management and inspection staff, as noted earlier, for the following activities for the duration of various projects as specified in the RFP.

- Monitor contractor compliance with CEQA mitigation and all other permit requirements
- Maintain daily reports regarding construction activity
- Provide measurements and calculation sheets of each bid item of construction for progress payments
- Preparation and submittal of weekly and monthly reports
- Construction completion and contractor payment request reviews
- Review of project submittals and substitution requests
- Review and preparation of potential change orders, and reports to the City on construction budgets and change order justification, documentation and implementation
- Meetings with the Agency related to construction inspection and management activities
- Coordination with the City's Public Works, Engineering, Operations and Maintenance departments, member agencies and regulatory / permitting agency as needed for the project
- Inspection and assistance related to project start-up activities

Construction photos

GK & Associates will be responsible for documenting construction progress in digital media, including photos and videography to capture all critical activities. These images will be properly catalogued and submitted to the City as part of the permanent construction record.

As-Built drawings

Based on marked up drawings, capturing all construction related changes by the contractor, GK & Associates will deliver to the City one complete set of Mylar prints depicting as-built conditions. The markups will be kept current as the project proceeds.

Change Order Management

Change orders are a part of every construction project. However, a quality construction inspection process, led by a seasoned construction manager, can mitigate the collateral impacts of change orders and eliminate any construction claims.



3333 Brea Canyon Road, 120
Diamond Bar, CA 91765
www.gkandassociates.com

Scenario B
Orange Grove Avenue Street Improvement Project
Revised 12-9-13

Project	Working Days	Service	Hours	Rate	Fee Estimate
Orange Grove Ave.	30	Inspection	240	\$90.00	\$21,600.00
Orange Grove Ave.	30	CM	30	\$90.00	\$2,700.00
Orange Grove Ave.	N/A	Doc Review/Pre Con Closeout	20	\$90.00	\$1,800.00
Total Estimated Fee:					\$26,100.00

*GK estimates this project to take 30 Working Days
Calculation of Inspection Hours: 30 working days x 8 hr/day = 240
Calculation of CM Hours: Average 1 hour of CM work daily = 30*

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the 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.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

- a. General Aggregate \$2,000,000
- b. Products Comp/Op Aggregate \$2,000,000
- c. Personal & Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (any one fire) \$ 50,000
- f. Medical Expense (any one person) \$ 5,000

Workers' Compensation:

- a. Workers' Compensation Statutory Limits
- b. EL Each Accident \$1,000,000
- c. EL Disease - Policy Limit \$1,000,000
- d. EL Disease - Each Employee \$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this

Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

**City of South Pasadena/
Redevelopment Successor Agency/
Public Financing Authority
Agenda Report**

*Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member
Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: May 21, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Paul Toor, P.E., Public Works Director *PT*
Shin Furukawa, P.E., Deputy Public Works Director *SF*
Alex Chou, Associate Civil Engineer *AC*
SUBJECT: **Award of Construction Contract to Toro Enterprises, Inc., for
the Construction of the Orange Grove Avenue Street
Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a bid dated April 29, 2014 from Toro Enterprises, Inc., for the construction of the Orange Grove Avenue Street Improvement Project;
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract with Toro Enterprises, Inc., for a not-to-exceed amount of \$389,533.

Fiscal Impact

There are sufficient funds available in the Fiscal Year 2013-14 budget for the construction of this project. The project is funded from General Fund account 101-9000-9383 and TDA account 245-9000-9264.

Commission Review and Recommendation

This project has been discussed by the Public Works Commission.

Background

The project involves pavement rehabilitation, sewer, and water improvements on Orange Grove Avenue from Monterey Road to south end of cul-de-sac. More specifically, the work to be performed consists of cold milling of existing pavement, placement of 1/2" to 1 1/2" of asphalt overlay, installation of Petromat, removal and replacement of sidewalk, driveway, curb and gutter, reconnection of curb drains, installation of driver feedback sign, removal and replacement of sewer line, removal and replacement of water services, water line fittings, and fire hydrants. Additionally, this project also includes 10,000 square feet of localized sidewalk repairs and 1,400 lineal feet of spot repairs of damaged curb and gutter at various locations within the city.

The City has determined this project to be categorically exempt from California Environmental Quality Act (CEQA) requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1, Subsection (c) "existing facilities."

Analysis

Sealed bids were solicited from various construction companies, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the City, and in various construction publications and online services including F.W. Dodge, Daily Construction Service, Construction Bidboard, and Contractors Information Network in April 2014.

On April 29, 2014, the City Clerk received and opened four (4) bids for construction. The table below summarizes the bids that were received:

Contractor	Bid Amount
Toro Enterprises, Inc., Oxnard, CA	\$389,533
E.C. Construction Company, So. El Monte, CA	\$418,561
Excel Paving Company, Long Beach, CA	\$430,464
Sully-Miller Contracting Co., Brea, CA	\$482,845
<i>Engineer's Estimate</i>	<i>\$380,000</i>

Staff has checked Toro Enterprise, Inc.'s references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for many other agencies, including such agencies as the City of Burbank, City of Oxnard, and City of Ventura. Toro Enterprises has also previously completed the Marmion Way Street Improvement Project in the City of South Pasadena.

Their Contractor's License has been verified to be currently valid and in good standing. Staff recommendation is to award the project to Toro Enterprise, Inc. If the project is awarded tonight, it is anticipated that construction will begin in June 2014 and will be completed by September 2014. The Contractor is expected to complete the work within 90 calendar days from the date the notice to proceed is issued.

Legal Review

The City Attorney has not been asked to review this matter.

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 on the City's web site and/or notice in the *South Pasadena Review*.

Award of Orange Grove Avenue Street Improvement Project
May 21, 2014
Page 3 of 3

Attachments:

1. Agreement
2. Location Map
3. List of Concrete Repair Locations

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ATTACHMENT 1
Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2014, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Toro Enterprises, Inc. "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (Project No. 2013-13), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, Contract/Agreement, Special Provisions, Technical Provisions, the documents in the Appendix, if any, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Orange Grove Avenue Street Improvement and Sewer Line Repair Project all in accordance with the Contract Documents and Contractor's Proposal dated April 29, 2014.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Three Hundred Eighty-nine Thousand Five Hundred Thirty-three and 00/100 Dollars (\$389,533.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within sixty (60) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within (90) working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred

Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

Toro Enterprises, Inc.
CONTRACTOR

BY [Signature]

Sean Castillo, President
(Title)

BY [Signature]

Jerry Hannigan, Secretary

CITY OF SOUTH PASADENA

Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

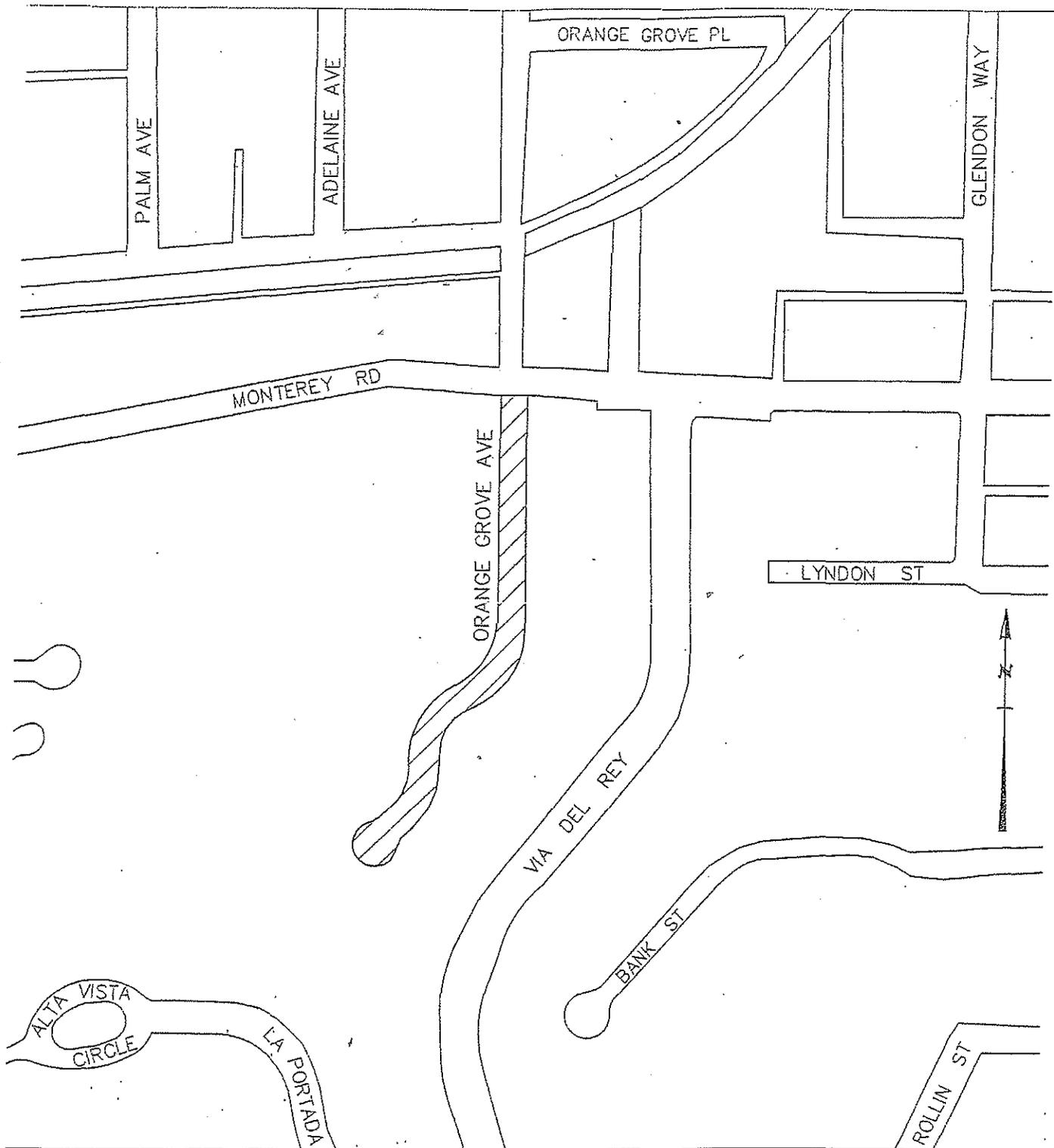
Evelyn G. Zneimer, CITY CLERK

Richard L. Adams II, CITY ATTORNEY

ATTACHMENT 2
Location Map

CITY OF SOUTH PASADENA

PROJECT LOCATION MAP



ATTACHMENT 3
List of Concrete Repair Locations

Laurel Street (Sidewalk Repair Locations)

Address	Length (Ft)	Width (Ft)	Area (Sq.Ft)	Tree	Tag
N/E Fair Oaks Ave. / Laurel St.	6	5	30		
	5	5	25		
	6	5	30		
	6	5	30		
1610	6	5	30		
1618	21	5	105	Tree	
	15	5	75	Tree	
1628/1632	39	5	195	Tree	1
1704	30	5	150	Tree	
	12	5	60		
1716/1710	9	5	45		
1716	9	5	45		
1720	71	5	355	Tree	
N/W Marengo Ave. / Laurel St.	18	5	90	Tree	
	6	5	30	Tree	

Total 1295

Floral Park Terrace (Sidewalk Repair Locations)

Address	Length (Ft)	Width (Ft)	Area (Sq.Ft)	Tree	Tag
404	28	5	140	Tree	
407	6	5	30	Tree	
411	41	5	205	Tree	
412	7	5	35	Tree	
	8	5	40	Tree	
417/421	12	5	60	Tree	
424	18	5	90	Tree	
425	29	5	145	Tree	
428	11	5	55	Tree	
500	25	5	125	Tree	
501	8	5	40	Tree	
505	20	5	100	Tree	
508/514	5	5	25	Tree	
514	11	5	55	Tree	
	10	5	50	Tree	
515	45	5	225	Tree	2
517	26	5	130	Tree	

Total 1550

Cambridge Place (Sidewalk Repair Locations)

Address	Length (ft)	Width (ft)	Area (sq.ft)	Tree	Tag
2006	14	5	70	Tree	
	5	5	25	Tree	
2006/2008	6	5	30	Tree	
2007	6	5	30	Tree	
	6	5	30	Tree	
2008	8	5	40	Tree	
2008/2012	6	5	30	Tree	1
2014	11	5	55	Tree	
2015	6	5	30	Tree	
	6	5	30	Tree	
2020	17	5	85	Tree	
N/E corner of Kendall and Cambridge	30	5	150	Tree	

Total 605

Orange Grove Place (Sidewalk Repair Locations)

Address	Length (ft)	Width (ft)	Area (sq.ft)	Tree	Tag
805	5	5	25		
	5	5	25		
	13	5	65	Tree	
	18	5	90	Tree	
809	10	5	50	Tree	
814/816	41	5	205	Tree	
815	14	5	70	Tree	
822	47	5	235	Tree	
825	5	5	25	Tree	
	5	5	25	Tree	

Total 815

Palm Avenue (Sidewalk Repair Locations)

Address	Length (ft)	Width (ft)	Area (sq.ft)	Note	Tag
1032	5	5	25	Tree	
1033	6	5	30	Tree	
	24	5	120	Tree	
1037	30	5	150	Tree	

Total 325

Mission Street (Sidewalk Repair Locations)

Address	Length (Ft)	Width (Ft)	Area (Sq.Ft)	Tree	Note
MISSION STREET					
408	6	6	36		
408/422	36	6	216	√	
422	9	6	54		
426	6	6	36		
440	6	6	36		
	6	6	36	√	
454	6	6	36		
	6	6	36		
520	16	6	96		
520/526	42.5	6	255		
701	12	2.5	30	√	
613	9	3.5	31.5		
	5	5	25		
	2.5	5	12.5		
	5	5	25		
	10	8	80		
	2.5	5	12.5		
605	29	5	145	√	
	9.5	9	85.5		
601	5	5	25		
	12.5	5	62.5		
525	40.5	5	202.5		
	27.5	2.5	68.75		
511	12.5	2.5	31.25		
421/412	5	5	25	√	
413	8	5	40		
411	5	5	25		
405/403	5	5	25		
	5	5	25		
624	2.5	5	12.5		
630	5.5	5	27.5		
	6	5	30		
Mission St. /Orange Grove Park	51.6	5	258		
	9	5	45		
843	9	5	45		

Mission Street (Sidewalk Repair Locations)

Address	Length (Ft)	Width (Ft)	Area (Sq.Ft)	Tree	Note
849	15	5	75		
853	6	5	30		
830	15	5	75		
	6	5	30		
	13	5	65		
	40	5	200		
820	24	5	120		
School District/ Mission St	8	6	48		
1127	13.5	3.5	47		
1133	27	6	162		Business DWY entrance 6" sidewalk concrete required
	3	6	18		
	6	6	36		
	6.5	3	19.5		
	6.5	6	39		
Carrows Restaurant	9.5	6	57		Business DWY entrance 6" sidewalk concrete required
	30	5	150		
1124	3.5	4	14		Adjust Water meter box
	6	3	18		
	8.5	3	25.5		
	9.5	3	28.5		Tag is 12" away
1400	3	14.5	43.5		
1414	4	6	24	√	
	4	3	12	√	
	8.5	7	59.5	√	
901 Fair Oaks Ave./ Mission St.	5	5	25	√	
	6	1.5	9	√	Underground electric line, Tree well
	5	5	25	√	
	10	9.5	95	√	Underground electric line, Tree well
1000 Stratford Ave/ Mission St.	12	2.5	30		
1835	10	5	50		
1867	5.5	5	27.5		
1867/1861	15	5	75		
1861	16	5	80	√	

Mission Street (Sidewalk Repair Locations)

Address	Length (Ft)	Width (Ft)	Area (Sq.Ft)	Tree	Note
1901	3.5	5	17.5		
	17.5	5	87.5		
1907	18	5	90		
1909	11.5	2.5	28.75		
	5	5	25		
	5	5	25		
1923	10	5	50	√	
1925	5	5	25		
1920	6	5	30		
	5	2.5	12.5		
1916	18	5	90		
	6	5	30		
1906	5.5	5	27.5		
	5	5	25		
1900	34	5	170		
1858	5	5	25		
1846	12	5	60		
	7	2.5	17.5		
	7.5	2.5	18.75		
1846/1840	10	5	50		
1840	5	5	25		
1836	25.5	5	127.5		
1822	22	5	110		
1818	31	2.5	77.5		
1810	3	5	15		
	5	5	25		

TOTAL 5330

Milan Avenue (Curb and Gutter Repair Locations)

Address	Length (In.ft)	Note
1425	68	
1410	29	
1415	44	
1400	87	
1326	28	
1318	31	
1325	30	
1405	18	
1310	41	
1317	74	
1311	77	
1303	45	
1230	17	
1300	18	
1230	76	
1228	34	
1212	32	
1204	50	
1414	24	
1421	30	
1507	34	

Total **887**

Lyndon Street (Curb and Gutter Repair Locations)

Address	Length (In.ft)	Note
1702	15	Curb only (in front of the driveway)
1713	27	
1715	11	
1735	37	
N/W Marengo Ave. and Lyndon St.	23	

Total **113**

Meridian Avenue (Curb and Gutter Repair Locations)

Address	Length (In.ft)	Note
2004	7	
2018	10	

Total **17**

Diamond Avenue (Curb and Gutter Repair Locations)

Address	Length (In.ft)	Note
1111	76	
East side btwn Oxley St. & El Centro St.	99	At various locations
Total	175	

Prospect Avenue (Curb and Gutter Repair Locations)

Address	Length (In.ft)	Note
714	25	
800	33	
Total	58	

Stratford Avenue (Curb Repair Only)

Address	Length (In.ft)	Note
1040	22	
1115	11	
1122	16	
1136	31	
1812 Monterey Rd./ Stratford Ave.	12	
Total	92	

**City of South Pasadena/
Redevelopment Successor Agency/
Public Financing Authority
Agenda Report**

*Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member*

*Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: May 21, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Paul Toor, P.E., Public Works Director *PT*
Shin Furukawa, P.E., Deputy Public Works Director *SF*
SUBJECT: **Award of Contract in the Amount of \$38,995 to JT Engineering for Construction Management and Inspection Services for the Hawthorne Street Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated April 28, 2013 from JT Engineering for construction management and inspection services for the Hawthorne Street Improvement Project;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with JT Engineering for a not-to-exceed amount of \$38,995.

Fiscal Impact

There are sufficient funds available in the Fiscal Year 2013-14 budget for the construction of this project. The project is funded from General Fund account 101-9000-9358 and Measure R account 233-9000-9358.

Commission Review and Recommendation

This matter has not been reviewed by a Commission.

Background

The scope of work includes the construction management and inspection services for the construction of the Hawthorne Street Improvement Project, which is being considered for approval under a separate item on tonight's City Council meeting agenda.

Analysis

Section 2.99-29(12) of the South Pasadena Municipal Code provides that professional service contracts, such as the herein agreement, are exempt from the bidding process. This section of the Municipal Code does require, "if possible," that the City obtain three quotations before awarding the contract. In April 2014, a request for proposals (RFP) was sent to three consulting engineering firms

experienced in construction management and inspection services for municipal capital improvement projects. BRJ and Associates did not respond to the RFP. The following firms responded to the request for proposals:

GK and Associates, Diamond Bar, CA
JT Engineering, Santa Clarita, CA

Section 4526 of the Government Code allows the selection of professional services of architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms to be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

JT Engineering is a qualified, smaller firm specializing in providing construction management, inspection, civil design, surveying and other general civil engineering services to municipal agencies. They have provided similar construction management and inspection services to the City of Calabasas and the City of Palmdale, as well as on recent City of South Pasadena projects: the Oxley Mission Park Street Improvement Project, and the Hawthorne Water Improvement Project. Because JT Engineering has previously worked on Hawthorne Street, they are already familiar with the street and the conditions likely to be encountered. Staff has checked JT Engineering's references and has found them to be satisfactory. Staff recommendation is to award this contract to JT Engineering.

Legal Review

The City Attorney has reviewed this agenda report and the attached agreement and has determined that the procurement process was completed in compliance with the code and the agreement is appropriate for this award.

Public Notification of Agenda Item

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

Attachment: Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
JT ENGINEERING

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of May, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and JT ENGINEERING ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide inspection and construction management services for the Hawthorne Street Improvement Project, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise

City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Tony Jacob, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. **COMPENSATION AND BILLING**

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall be \$ 85 per hour.

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of

this Agreement, including expenses, will not exceed \$38,995. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$31,196 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.4. Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of

Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on May 21, 2014 ("Effective Date") and shall remain in effect for one year, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Tony Jacob or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Tony Jacob
JT Engineering
3336 Agua Dulce Canyon Road
Agua Dulce, CA 91390

IF TO CITY:

City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this

Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise 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, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. 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 the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the

California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional

services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or

arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: _____

JT ENGINEERING

By: _____
Tony Jacob, Principal

Federal ID No. _____

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



SECTION 7

PROJECT SCHEDULE AND DESCRIPTION OF TASKS

Project schedule will be contingent on contractors work schedule. Consultant will be available to inspect all work during construction activities.

During the Construction Phase, Consultant will provide the following tsasts:

1. Staff Allocation

Consultant will assign staff to be dedicated for this project's success, and implementation. The number and actual personnel will vary depending on the progress of the project; initially the principal will be involved in determining the team of employees that will set up the project and then proceed with the next step.

2. Project Meeting and Coordination

Consultant will prepare preconstruction meeting agenda and attend a preconstruction meeting with the Contractor, the City, affected utility companies and other critical project participants. Develop detailed meeting minutes and promptly distribute to all in attendance. Consultant will provide inspection services for the duration of the project to complete all work on time as specified in the contract documents.

3. Project Management , Construction Observation & Inspection

Consultant will provide contract administration as an agent of the City, and will establish and implement coordination and communication procedures among the Engineer, City and Contractor.

Consultant will establish and implement procedures for reviewing and processing requests for information (RFIs) and interpretations of the contract documents, shop drawings, samples and submittals, change order proposals, payment applications, and other construction related communications. Consultant will track and monitor the review of product and material submittals to determine compliance with construction plans and specifications including the project schedule.

Consultant will record the progress of the project and maintain current records of all necessary contracts, insurance certificates, construction documents, permits, specifications and codes, project photographs, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents. At the completion of the project, the Consultant will deliver all documents and records to the City.



Consultant will coordinate and monitor Contractor's operations with the utility companies, neighboring residents, emergency services, trash haulers, and other affected parties.

Consultant will keep accurate, detailed daily inspection logs, which shall include progress of the work, labor and equipment utilized, problems encountered and direction given to the Contractor. Logs shall be submitted to the City on a weekly basis along with project photographs.

Consultant will prepare monthly construction reports or more frequently as required by the City that will include progress of work, major tasks accomplished, budget status, schedule overview, summary of change orders, logs of submittals and RFIs, and project photographs.

Consultant will coordinate distribution of imminent construction notices by the Contractor to all neighboring residents and businesses. The Consultant will respond to all citizen concerns and complaints in an expeditious manner. The Consultant shall maintain a log of all such citizen concerns and complaints.

4. Change Order Preparation, Negotiation and Processing

Consultant will establish, implement and coordinate systems for processing all contract change orders, prepare an independent cost estimate for all contract change orders, and negotiate all change orders with the Contractor for approval by the City.

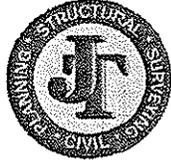
Consultant will review the content of requests for changes to the contract time or price, assemble information concerning the request and endeavor to determine the cause and merit of the requests, the impact on the budget, schedule and project scope, and make recommendations to the City with respect to acceptance of the request and advise the City regarding the ramifications of the request.

Consultant will render written decisions and will prepare the change order document on standard City format for execution. All changes to the agreement between the City and Contractor shall be only by change orders executed by the City and Contractor.

5. Quality Review

Consultant will establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to guard the City against defects and deficiency in the work of the Contractor.

Consultant will reject work and transmit to the City and Contractor a notice of noncompliance when it is the opinion of the Consultant that the work does not conform to the requirements of the contract documents.



Consultant may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or contract time and which are consistent with the overall intent of the contract documents. Except for such minor variations as stated herein, the Consultant will not be authorized as a part of their services to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. Any minor variations authorized by the Consultant shall be duly recorded in written logs, and included in the record drawings prepared by the Consultant.

6. Progress Payments

Consultant will review payment applications submitted by the Contractor and determine whether the amount requested reflects the actual progress of the Contractor's work.

Consultant will verify all quantities of work with the Contractor and shall make appropriate adjustments to each payment application and shall prepare and forward to the City a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retention and actual amounts owed for the current period in a City approved format.

7. Record Drawings and Documents

Consultant will coordinate efforts between the Contractor and the City such that a reproducible set of drawings is maintained, on which all design changes and field adjustments are made in ink by the Contractor to reflect construction conditions recorded and observed. The Consultant shall review drawings for completeness and discuss them with the City. Consultant will maintain a set of the contract documents with up-to-date information regarding all addendum, substitutions, clarifications and corrections, and change orders.

8. Construction Schedule

Consultant will review and monitor the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the project.

Consultant will monitor the schedule on a weekly basis for accuracy and consult with Contractor to ensure compliance with the established milestones and accomplishments.



9. Testing Services

Consultant will coordinate and monitor all testing services to perform field and laboratory testing during construction, including review of test results. Consultant will maintain a log of all test reports, including the type of testing performed, location,

result and action taken. Consultant will coordinate with the Contractor to perform retesting on any failing tests.

10. Safety Program

Consultant will review the Contractor's safety program to ensure compliance with all OSHA, local, state and federal requirements. The Consultant shall not be responsible for the Contractor's implementation of the safety program, or for monitoring compliance to such safety program.

Consultant will notify the Contractor of safety programs and shall direct the Contractor to suspend work if imminent hazard is not immediately remedied or if a dangerous condition persists.

Consultant will investigate all accidents and gather all information relating to any accidents and conduct investigations if deemed necessary. The Consultant will prepare accident reports.

11. Storm Water Pollution Prevention Plan

Consultant will review, monitor, and ensure the contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction related activities and verify the contractor's compliance with all local, State And Federal requirements.

12. Traffic and Pedestrian Control; Public Safety

Consultant will review and monitor all traffic control and public safety plans for compliance with all applicable safety laws and regulations. Consultant will review on a daily basis all detours, lane closures, temporary access, delineation, and traffic control set-ups and report any deficiencies to the Contractor for immediate correction.

Consultant will ensure that Police, Fire, Sanitation, Parks, and any other affected City agencies are notified of any potential construction impacts.



13. Project Close-out

Consultant will advise the City in determining when the project is substantially complete.

Consultant will coordinate a final job walk through with the City, Contractor, engineer, and other project personnel and develop a punch list of incomplete or deficient work which does not conform to the contract documents.

Consultant will make recommendations to the City regarding final project approval and acceptance, and shall submit to the City a Notice of Completion signed by the Contractor.

Consultant will make recommendations to the City regarding the final progress payment request and shall assist the City during the project warranty period if corrective work is required.

Consultant will prepare all documentation needed for project close-out and deliver all project documentation to the City.



JT ENGINEERING

**SECTION 6
FEE PROPOSAL AND**

**City of South Pasadena
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

PROJECT # 1

Hawthorne Street, From Pasadena Ave to Orange Grove Avenue, 1600 L.F

1800 L.F. Long.....30 L.F. wide.....60 Colander Days								
MAN POWER	PRECONSTRUCTION MEETING	CONSTRUCTION MANAGEMENT INSPECTION	Coordination & Meetings	PROJECT CLOSEOUT		TOTAL HOURS	HOURLY RATE	TOTAL COST
Project Inspector	12	352	50	23		437	\$85	\$37,145
Technical Typest	6	0	16	15		37	\$50	\$1,850
Item Hours	18	352	66			474		
Item Cost (\$)	1,320	29,920	5,050					
								\$38,995

SECTION 6 - 2010



JT ENGINEERING

EFFECTIVE JULY 1, 2013

Principal.....	\$ 195.00/HR
Project Manager.....	\$ 165.00/HR
Project Engineer.....	\$ 135.00/HR
Engineering Associate.....	\$ 120.00/HR
Engineering Designer.....	\$ 100.00/HR
Construction Management.....	\$ 85.00/HR
CAD Operator.....	\$ 65.00/HR
Projects Coordinator.....	\$ 65.00/HR
Technical Typist.....	\$ 50.00/HR
2-Man Survey Party.....	\$ 185.00/HR
3-Man Survey Party.....	\$225.00/HR
Survey Office Technician.....	\$ 115.00/HR

DIRECT COSTS

Type	24x36	30x42
Bonds or Sepias	\$5.00/sheet	\$7.00/sheet
Vellums	\$8.00/sheet	\$12.00/sheet
Mylars	\$20.00/sheet	\$25.00/sheet
Scanning	\$12.00/sheet	\$15.00/sheet
	Fee	
Delivery Charges (FedEx, UPS, etc...)	Cost plus 15% markup	
City/County Requested Reproductions	Cost plus 15% markup	
Electronic data files	\$ 85.00 initial fee plus coordination fee of \$65/hr	

Overtime – 1-1/2 times hourly rate

Saturday/Sunday/Holiday – double hourly rate

Company memorandum of understanding on file for definitions and limitations.

Proposals are provided at no charge. Projects performed on an hourly basis will be billed per this schedule.

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the 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.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit \$1,000,000

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this

Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

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City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member

Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer

COUNCIL AGENDA: May 21, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
Shin Furukawa, P.E., Deputy Public Works Director 
Alex Chou, Associate Civil Engineer 

SUBJECT: **Award of Construction Contract to E.C. Construction Company for the Construction of the Hawthorne Street Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a bid dated April 29, 2014 from E.C. Construction Company for the construction of the Hawthorne Street Improvement Project;
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract with E.C. Construction Company for a not-to-exceed amount of \$766,055.

Fiscal Impact

There are sufficient funds available in the Fiscal Year 2013-14 budget for the construction of this project. The project is funded from General Fund account 101-9000-9358 and Measure R account 233-9000-9358.

Commission Review and Recommendation

This project has been discussed by the Public Works Commission.

Background

The project involves pavement rehabilitation, sewer, and water improvements on Hawthorne Street from Pasadena Avenue to Orange Grove Avenue. More specifically, the work to be performed consists of cold milling of existing pavement, placement of 1/2" to 1 1/2" of asphalt overlay, installation of Petromat, removal and replacement of sidewalk, driveway, curb and gutter, reconnection of curb drains, removal and replacement of sewer line, removal and replacement of water services, water line fittings, and fire hydrants.

The City has determined this project to be categorically exempt from California Environmental Quality Act (CEQA) requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1, Subsection (c) "existing facilities."

Analysis

Sealed bids were solicited from various construction companies, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the City, and in various construction publications and online services including F.W. Dodge, Daily Construction Service, Construction Bidboard, and Contractors Information Network in April 2014.

On April 29, 2014, the City Clerk received and opened seven (7) bids for construction. The table below summarizes the bids that were received:

Contractor	Bid Amount
E.C. Construction Company, So. El Monte, CA	\$766,055
Vido Samarzich Inc., Alta Loma	\$778,575
Sully-Miller Contracting Co., Brea, CA	\$796,180
MNR Construction Inc., Baldwin Park, CA	\$821,020
Toro Enterprises Inc., Oxnard, CA	\$842,740
All American Asphalt, Corona, CA	\$857,857
Excel Paving Company, Long Beach, CA	\$1,071,120
<i>Engineer's Estimate</i>	<i>\$910,000</i>

Staff has checked E.C. Construction Company's references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for many other agencies, including such agencies as the City of Glendale, City of Pasadena, and City of Gardena. E.C. Construction Company has also done many similar projects within the City of South Pasadena, such as the Pasadena Avenue Street Improvement Project Phase I and II, Moffatt, Mound, Rollin Street Improvement Project, and Mission, Oxley, Park Street Improvement Project.

Their Contractor's License has been verified to be currently valid and in good standing. Staff recommendation is to award the project to E.C. Construction Company. If the project is awarded tonight, it is anticipated that construction will begin in June 2014 and will be completed by August 2014. The Contractor is expected to complete the work within 60 calendar days from the date the notice to proceed is issued.

Award of Hawthorne Street Improvement Project
May 21, 2014
Page 3 of 3

Legal Review

The City Attorney has not been asked to review this matter.

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 on the City's web site and/or notice in the *South Pasadena Review*.

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2014, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and EC Construction Company "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2013-14**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, Contract/Agreement, Special Provisions, Technical Provisions, the documents in the Appendix, if any, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Hawthorne Street Improvement Project** all in accordance with the Contract Documents and Contractor's Proposal dated April 29, 2014.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Seven Hundred Sixty-six Thousand Fifty-five and 00/100 Dollars (\$766,055.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within sixty (60) calendar days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount

thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

E.C. Construction Co.
CONTRACTOR

BY John K. Walters
JOHN K. WALTERS
PRESIDENT
(Title)

BY _____

CITY OF SOUTH PASADENA

Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

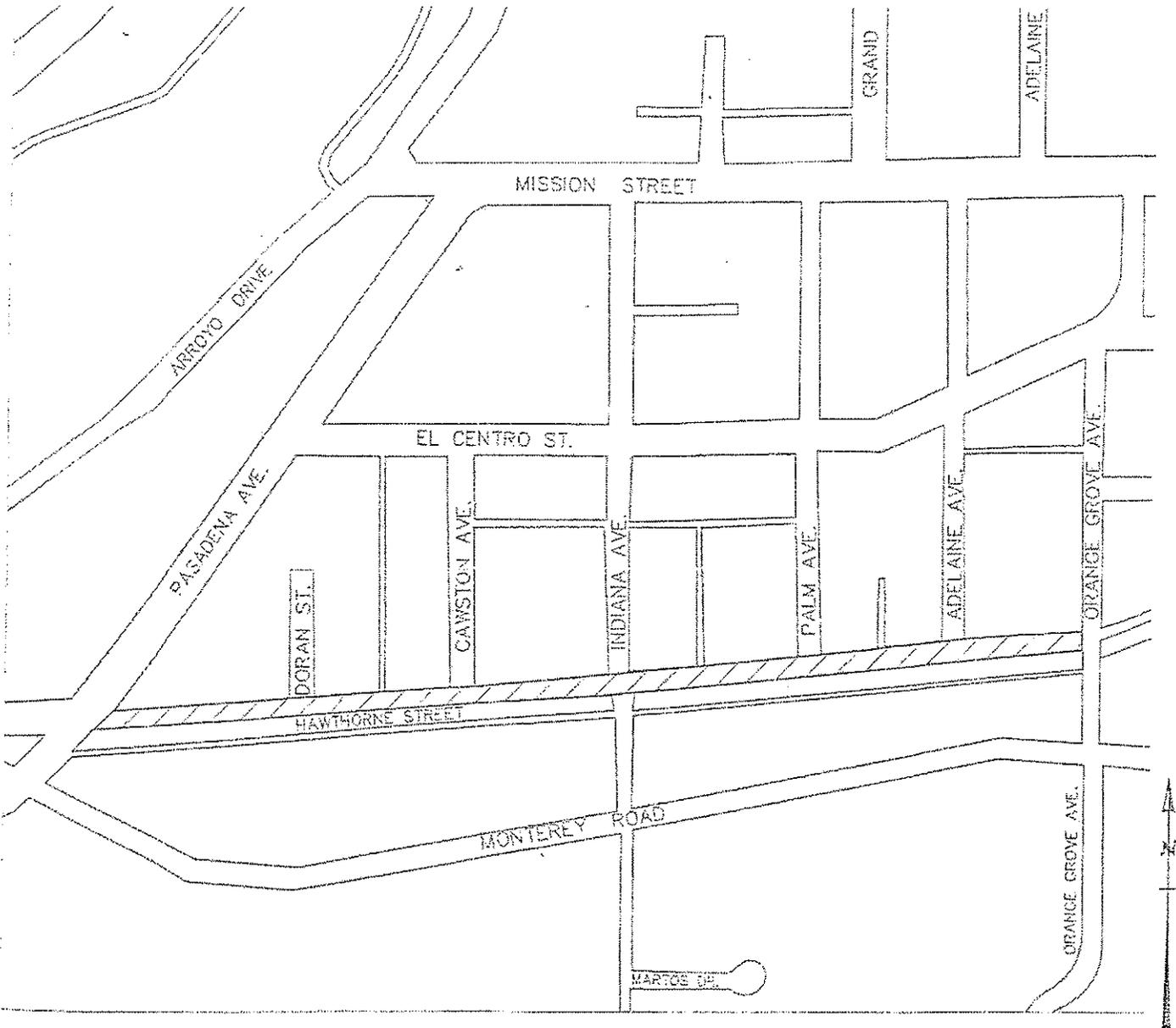
Evelyn G. Zneimer, CITY CLERK

Richard L. Adams II, CITY ATTORNEY

ATTACHMENT 2
Location Map

CITY OF SOUTH PASADENA

PROJECT LOCATION MAP



City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

*Marina Klubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member*

*Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: May 21, 2014 (carryover from May 7, 2014)
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Direction Regarding Proposed Budget Expenditures for
Fiscal Year 2014-15**

Recommendation

It is recommended that the City Council provide direction regarding supplemental and personnel requests, street improvement program and reserve levels for Fiscal Year (FY) 2014-15.

Fiscal Impact

City Council actions will have a variety of impacts on the City's annual budget and reserve levels.

Commission Review and Recommendation

Each city Board and Commission provided input at different stages. Including, discussions during commission meetings, through participation in the "Citizens' Summit" held on January 25, 2014, input at the Strategic Planning meeting held by the City Council on February 8, 2014 and the recent budget study session held on April 23, 2014.

Background

On April 23, 2014, the City Council held a study session to go over estimated revenues and expenditures, supplemental and personnel requests and street improvement program. However, prior to bringing back a draft budget for further discussion and direction, the City Council requested staff to return as early as the next scheduled meeting with more information on supplemental requests.

Analysis

General Fund (GF) revenues for FY 2014-15 are estimated at \$24,124,778. This represents an increase of approximately five percent from FY 2013-14 due to realizing larger than expected increases in property tax revenues and a modest anticipated growth in sales tax revenues. GF expenditures for city operations in FY 2014-15 are projected to be \$20,776,590. At the April 23, 2014 budget study session, staff provided City Council with a list of supplemental requests and preliminary budget for the street improvement program. In addition, staff recommended funding for facility improvements, equipment replacement and special projects such as a partial update to the General Plan.

Summary of Funds Available and Recommended Expenditures for Discussion and Direction:

FY 2014-2015 – General Fund Operations

Anticipated Revenues	\$24,124,778	Approximately 5% increase from previous year
General Operations	\$20,776,590	Funding for city operations
Operating Balance	\$3,348,188	Anticipated fund balance
Street Improvements	\$2,000,000	Approximately \$4,384,000 in projects identified by Public Works staff and Public Works Commission
Supplemental Requests	\$855,000	Projects identified through community surveys, input from Commissions, the Citizens' Summit, the Strategic Planning Meeting, as well as facility and operational needs identified by City Staff
Undesignated Reserves	\$50,000	Council Chambers remodel and space-planning/facility improvements

FY 2014-2015 – Special Funds

<u>Fund Type</u>	<u>Current Balance</u>	<u>Qualifying Projects Identified</u>
Facilities and Equipment	\$611,448	\$308,00
Capital Growth Fee	\$87,111	\$84,100
General Plan Fee	\$164,080	\$163,000
Park Impact Fee	\$151,799	\$55,000
AB 2766 (MSRC)	\$108,000	\$60,000
		\$645,100

FY 2014-2015 – Enterprise Fund Request (Personnel)

The finance department is proposing to eliminate a part-time position currently budgeted at \$28,000 and replace it with a full-time "Management Assistant" that would be cost-neutral to the GF since its salary would be spread across several enterprise funds in addition to GF allocation already budgeted for. The reason for the request is to increase the capacity for the Finance Department to take on more analytical work involving comprehensive reviews of major contracts including but not limited to utilities, trash and communications. In addition, the transition of water billing to an outside vendor (Global Water) has been extremely challenging and has required a lot more time from the Finance Director and Assistant Finance Director. This includes constant communication with residents reporting errors with their water bills and working with Global Water to resolve the errors but more importantly ensuring that they do not occur again. In addition, staff in the finance department assigned to business license division, is also spending more time than originally expected with walk-in customers reporting errors and/or concerns with their water bill.

Staff is requesting direction on next years' budget with particular emphasis on budget allocations for the street improvement program, facility improvements, personnel requests and reserve levels.

Legal Review

The City Attorney did not review this report.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. List of Supplemental Requests Including Background Information
2. April 23, 2014 Budget Study Session Powerpoint Presentation

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ATTACHMENT 1
List of Supplemental Requests
Including Background Information

Supplemental Requests for FY 2014-15

Department	Capital Projects Requests	Notes / Need	Cost
GENERAL FUND			
Fire	Ground level locker room	Renovation: The Fire Station is approximately 30 years old. There have been no upgrades to the locker rooms / restrooms during this time.	\$ 10,000
Fire	Upstairs restroom update	Renovation: Upgrade countertops, sink and shower fixtures, toilets	15,000
Police	Men/women basement locker room & restroom update	Renovation: mold, sewage spills	30,000
Library	Electrical work	Upgrade old wiring	30,000
Library	Basement exterior water proofing at 2 areas	Waterproofing to check infiltration of rain water	15,000
Library	2nd floor carpeting	Replace old carpeting on second floor	45,000
Library	Repaint library	Paint library building exterior only	35,000
Community Services	Garfield Park - electrical panel for event power	Install a permanent electrical panel for use during events and activities at Garfield Park such as Concerts and Doggie Day	6,000
Community Services	Garfield Park - tennis court lighting	Install energy efficient lighting to the tennis courts. Current lights are well over 20 years old.	25,000
Community Services	Orange Grove - electrical panel for event power	Install a permanent electrical panel for use during events and activities at Orange Grove Park such as the Pumpkin Patch and Relay for Life.	6,000
Community Services	Orange Grove - office kitchen sink and Camp Med sink and counter	The sink in Camp Med is a small bar sink. A larger sink is needed for cleaning dishes and preparing snacks. A new counter top is needed for the larger sink.	8,000
Community Services	Senior Center - replace damaged kitchen cabinets and sink and drain wash out to eliminate constant backups	The cabinets around the kitchen sink have water damage from many back ups. A new drain wash out will eliminate future damage to new cabinets	15,000
Community Services	War Memorial - electrical rewiring	The current wiring of the War Memorial is the original knob and tube electrical. Many light fixtures are still being electrically charged when off and are a safety concern.	60,000
Community Services	Community Garden (\$25k for garden & \$25k for pocket park, with the remaining balance from Park Impact fees)	Build a much needed Community Garden and pocket park that has been spearheaded by our residents.	50,000
Community Services	Dog Park construction	Build a highly requested dog park for the residents	150,000
Public Works	Battery backup for traffic signals *	Battery back up will switch the traffic lights to flashing Red instead of going dark during power outages substantially improving pedestrian and motorist safety	20,000
Public Works	Refurbish cooling tower for City Hall	Replace old pressure vessel which is corroding and major service for the 25 yr old unit	15,000
Public Works	Removal and Replacement Tree Program	To supplement new tree planting and replacement of aged/diseased trees improving quality of life	200,000
Public Works	Sidewalk Repair	Program to address sidewalk repairs eliminating trip hazards improving pedestrian safety & reducing liability claims	120,000
TOTAL GENERAL FUND OPERATION			\$ 855,000
* Traffic Signal Battery Back-up System installation for 4 intersections: Monterey & Via Del Rey, Fair Oaks Ave & Oak Street, Fremont Ave & Rollin Street, Fremont Ave and Bank Street			
UNDESIGNATED RESERVE			
City Manager	Council chambers update (design)	Design for remodel to remove fixed seats to allow for different configurations in the room; ADA improvements; installation of table in eyebrow of Council dias for staff team presentations & use during study sessions and closed sessions; storage improvements; aesthetic improvements.	\$ 50,000
TOTAL UNDESIGNATED RESERVE			\$ 50,000

OTHER FUNDS

FACILITIES AND EQUIPMENT REPLACEMENT FUND:

Community Services	Arroyo Park - create 2 separate shelters with BBQ and benches including demo, concrete, and installation.	Replace and add an additional shelter to replace wood structure that is termite infested and has wood rot. This will bring in additional revenue	\$ 125,000
Community Services	Orange Grove - replace current shelter including demo, installation, and water fountain	Replace the existing wood structure that is termite infested and wood rot. This will bring in additional revenue.	55,000
Police	2 Patrol vehicles	2008 and 2009 Dodge Chargers; over 80,000 miles on each; maintenance expensive	88,000
City Manager	IT Computers replacement	Based upon an assessment of each workstation; replaces 17 workstations and 42 RAM updates. Unplanned purchases/replacements (\$10,000) is also budgeted for issues that arise during the year.	40,000
Total			\$ 308,000
<i>Beginning Fund Balance</i>			611,448
<i>Total Budgeted Expenses</i>			308,000
<i>Available Balance</i>			303,448

CAPITAL GROWTH AND GENERAL FUND DEPOSIT PAYABLE:

Planning	General Plan Focus Update	Focused update to address deficiency caused by expiration of the General Plan's "horizon year" of 2013. New horizon year and development projections, with EIR.	\$ 84,100
Planning	General Plan Focus Update		163,000
Total			\$ 247,100
<i>Capital Growth Beginning Fund Balance</i>			87,111
<i>Available Balance</i>			3,011
<i>Deposit Payable - Genl. Plan Fees</i>			164,080
<i>Available Balance</i>			1,080

193

Department	Capital Projects Requests		Cost
PROJECTS WITH NO GENERAL FUND IMPACT:			
Finance	1 Management Assistant for Water billing and special projects (eliminate Professional intern - no impact to GF)	Assist with complex contracts including utilities, trash and communications.	28,000
Public Works	Parks and tree maintenance supervisor vehicle replacement - CNG truck	1992 GMC Sonoma Pick Up; fuel inefficient	60,000
Community Services	Dog Park Design	Hire an architect to design a dog park	30,000
Total			\$ 118,000
<i>AB2766 Beginning Fund Balance</i>			101,865
<i>FY 2014/15 Revenue</i>			30,000
<i>CNG Truck Expense</i>			60,000
<i>Available Balance</i>			71,865
<i>Park Impact Fees Beginning Fund Balance</i>			146,799
<i>FY 2013/14 Budgeted Expenses</i>			25,000
<i>Dog Park Design Expense</i>			30,000
<i>Available Balance</i>			91,799

TOTAL OTHER FUNDS

673,100

NICE TO HAVE PROJECTS:			
City Manager	Council chambers update (construction)	Construction cost estimate will be determined through the design (plans, specifications & estimates (PS&E)) phase	TBD
Library	Audio visual and sound media	Library Community Room events and programming require upgrades for AV; current acoustics poor quality	75,000
	Total		\$ 75,000

PERSONNEL POSITIONS NOT RECOMMENDED:			
Fire	1 Management aide to provide administrative support to the Fire Department	The Administrative Support Staff positions are currently part time. The support staff handles emergency and non-emergency phone calls. They assist with Fire Prevention, Coordinate EMS billing and order all essential departmental supplies	63,000
Community Services	2 Management Aides for Senior Center and Recreation	These Mgt. Aid positions are currently part time. They are the face of each division and first point of contact for residents. They handle the intake of money to the division. They also serve as a supervisor of the facility when the Site Supervisor is out of the office or off	79,846

ATTACHMENT 2
April 23, 2014 Budget Study Session
Powerpoint Presentation

City of South Pasadena

FY 2014-15 BUDGET STUDY SESSION

April 23, 2014



2

Current Year Accomplishments



- Designated as one of “the 24 best places to live” by Sunset Magazine



- Walkability Score 9.5 (highest in the San Gabriel Valley)



- Celebrated the City’s 125th Anniversary



Current Year Accomplishments (Cont.)

- City Manager**
 - Formed a Five-City Alliance for the SR-710 project Draft EIR/EIS study.
- City Clerk**
 - Restructured the department with a part-time elected City Clerk & full-time Chief Deputy City Clerk.
- Community Services**
 - Planned and implemented all activities to celebrate the City's 125th Anniversary.
- Finance**
 - Established a cash flow model as part of the City's strategic plan for long-term financial planning.
- Fire**
 - Formed a Tri-City Fire Command Sharing Agreement.



Current Year Accomplishments (Cont.)

- Library**
 - Presented over 25 events on arts and cultures.
- Planning**
 - Developed zoning code amendments that facilitated economic development in the downtown and Ostrich Farm.
- Police**
 - Strengthened communication and coordination with the School District
- Public Works**
 - Completed all street rehabilitation projects funded in the last four years with no project backlog.



Budget Study Session Goals

Review City's Financial Position

Direction Regarding Proposed Street Improvements.

Direction Regarding Supplemental Requests

Direction Regarding Personnel Requests

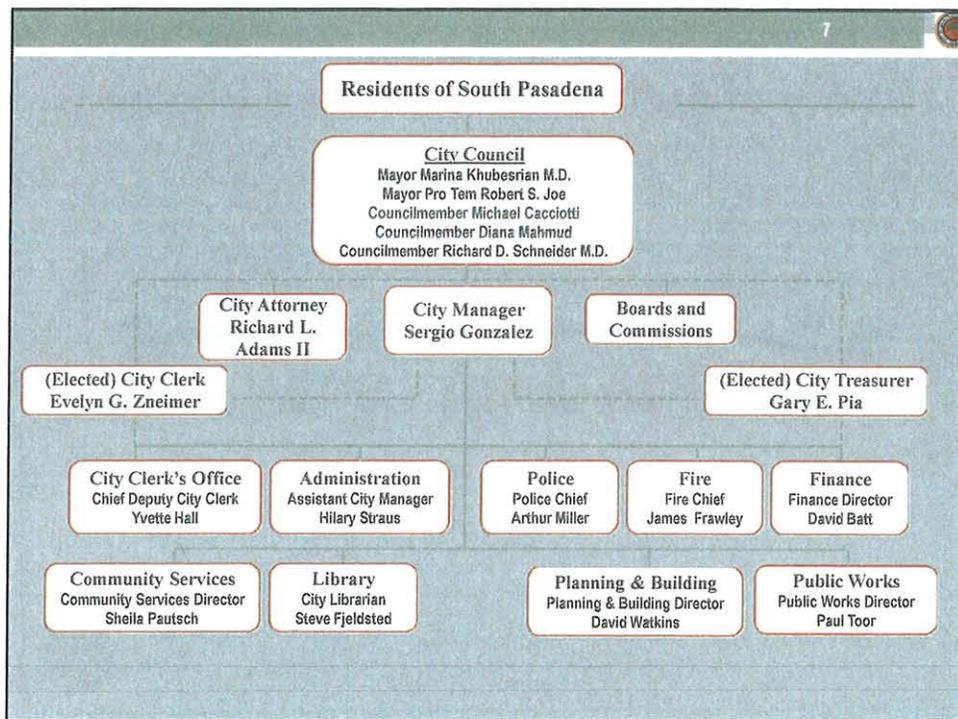


Budget Timeline

Date	Action
February 5	Mid-Year Budget presented to City Council
February 8	Strategic Planning Workshop
March 4 to March 24	Departments and City Manager begin to develop department budgets, including supplemental requests for funds
April 16	Public Budget Meeting
April 23	Budget Study Session with City Council
April 28 to May 9	City Manager and Finance finalize Proposed Budget
May 21	Proposed FY 2014-15 Operating & CIP Budget
June 4	Public Hearing and Budget Adoption

Red Date = Public Participation





City Employees

Department	Full-Time
City Clerk's Office	3
City Manager's Office	10
Finance Department	7
Police Department	52
Fire Department	19
Public Works Department	31
Planning & Building	5
Library	10
Community Services	7
CITYWIDE	144

History of Authorized Full-Time Positions

10 Year History

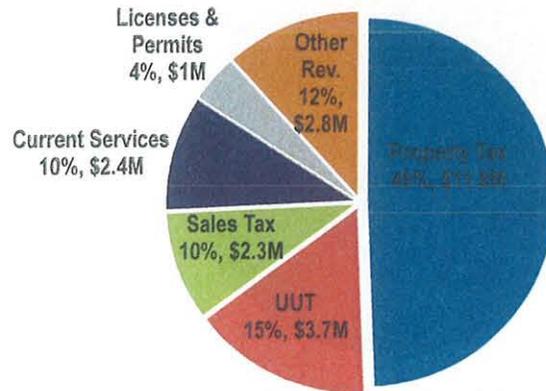


GF Revenues

	Actual 2011-12	Actual 2012-13	Budget 2013-14	Budget 2014-15
Property Taxes	10,283,297	11,074,604	10,968,710	11,915,770
Sales Taxes	1,961,143	2,207,696	2,180,410	2,277,240
UUT	3,642,824	3,562,216	3,661,040	3,719,000
Franchise Fees	814,765	810,642	760,519	763,100
License & Permits	917,568	950,256	1,035,200	985,820
Fines & Forfeitures	533,035	523,629	530,000	530,000
Use of Money & Property	448,593	456,581	379,420	386,070
Other Agencies	73,848	60,893	35,000	34,000
Current Services	2,173,921	2,208,447	2,090,625	2,415,000
All Other Revenue	1,513,969	1,223,150	1,090,948	1,098,778
Total	22,362,963	23,078,115	22,731,872	24,124,778

GF Revenues

Revenues



FY 2014-15 General Fund Budget = \$24,124,778



GF Expenditures

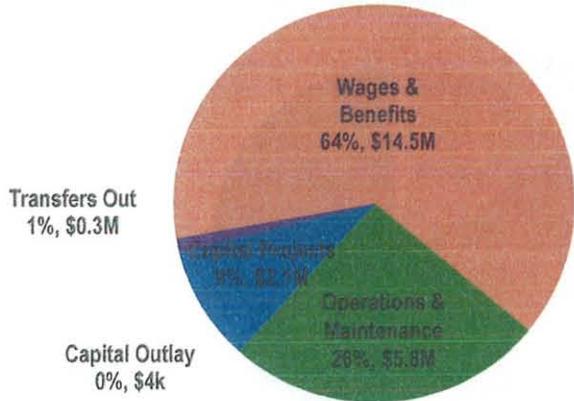
	Actual 2011-12	Actual 2012-13	Budget 2013-14	Budget 2014-15
Wages & Benefits	14,450,856	14,192,161	14,636,899	14,537,542
Operation & Maintenance	5,014,296	6,502,646	5,581,407	5,842,951
Capital Outlay	296,443	143,112	147,000	13,600
Transfer Out	0	984,062	168,371	262,497
Capital Projects	1,379,334	942,192	4,335,248	2,120,000
Total	21,140,929	22,764,174	24,868,925	22,776,590 *

* Total Expenditures do not include Supplemental Requests & Labor Negotiations.



GF Expenditures

Expenditures by Category

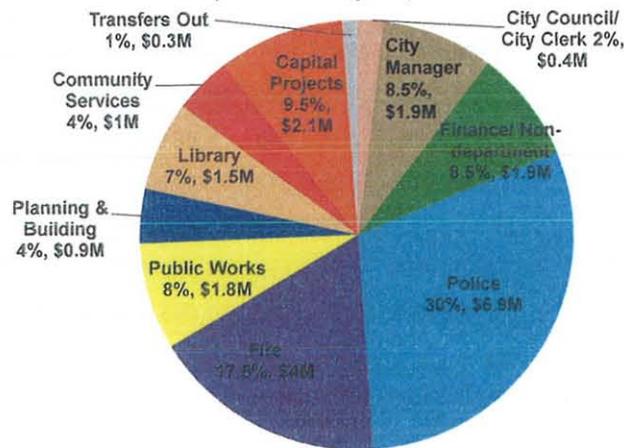


FY 2014-15 General Fund Budget = \$22,776,590



GF Expenditures

Expenditures by Department



FY 2014-15 General Fund Budget = \$22,776,590



GF History

(in millions)



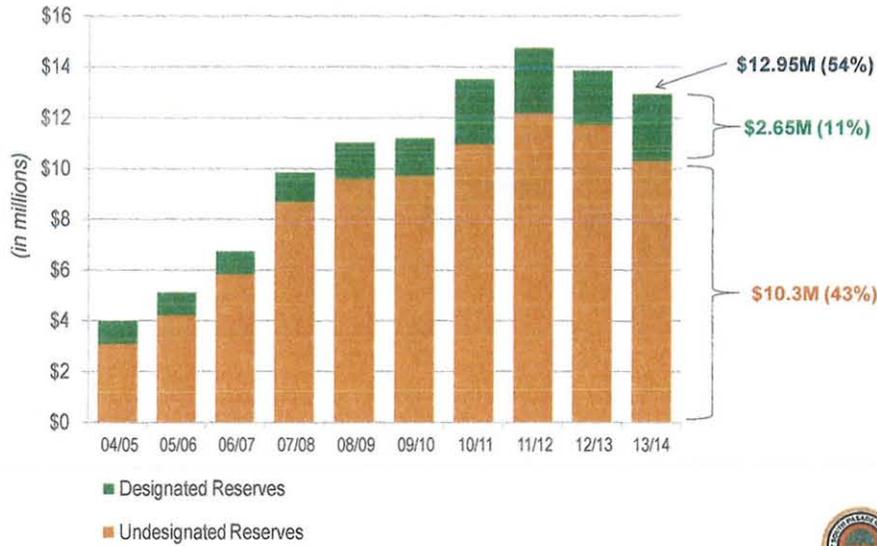
GF Designated Reserves

	FY 05-06	FY 07-08	FY 09-10	FY 11-12	FY 13-14	FY 14-15
Self-Insurance	401,000	401,000	401,000	401,000	0	0
Equipment Replacement	504,000	504,000	504,000	504,000	0	0
Arroyo Golf Course/Bike Trail	4,780	6,280	186,280	153,481	500,000	500,000
Renewable Energy Sources		250,000	250,000	250,000	300,000	60,000*
Legal Services			250,000	255,000	500,000	500,000
Retiree Benefits (Pension/Health)				1,000,000	1,000,000	1,000,000
Maint. Yard/Community Center					350,000	350,000
Total Designated	\$909,780	\$1,161,280	\$1,483,280	\$2,563,481	\$2,650,000	\$2,410,000

*Renewable Energy Sources:
 \$60,000 for additional compressor for the fast-fill station
 \$140,000 to match the fast-fill station
 \$100,000 to match the MSRC grant



GF Designated & Undesignated Reserves



Street CIP Projects History

Year	CIP Costs
2005-06	8,140
2006-07	339,560
2007-08	131,013
2008-09	609,033
2009-10	1,428,454
2010-11	487,975
2011-12	1,232,356
2012-13	851,935
Budgeted 2013-14	3,400,000
Proposed 2014-15	2,000,000



FY 2014-15 Proposed Budget

	General Fund
Total Revenues	\$24,124,778
Total Expenditures	\$22,776,590 *

*Assumes \$2,000,000 in GF funding for street projects; total expenditures do not include Supplemental Requests & Labor Negotiations.



FY 2014-15 Department Budget – GF Expenses

Department	FY 2013-14 Budget	FY 2014-15 Proposed Budget	Change	
City Council	\$58,531	\$59,481	\$950	
City Clerk	559,469	373,823	(185,646)	→ No Elections
City Manager	* 1,680,305	1,904,559	224,254	→ - IT - Legal for personnel - Centralized phone
Finance	505,065	540,658	35,593	
City Treasurer	8,722	9,271	549	
Non-Department	1,614,589	1,377,149	(237,440)	→ Set aside for labor
Police	6,643,275	6,879,002	235,727	
Fire	3,982,028	3,970,938	(11,090)	→ Savings reflected in revenue
Public Works	1,876,318	1,838,930	(37,388)	
Planning & Building	952,515	942,143	(10,372)	
Library	1,533,654	1,531,277	(2,377)	
Community Services	950,836	966,862	16,026	
Capital Projects	4,335,248	2,120,000	(2,215,248)	→ Budgeted \$2.1M in CIP
Transfers Out	168,371	262,497	94,126	
Total GF Expenses	\$24,868,926	\$22,776,590	(\$2,092,336)	

* FY 2013-14 \$110,000 Legal Fees Related to POA Lawsuit



FY 2014-15 Budget Summary

- Proposing \$2,000,000 Street Improvements
- Proposing \$1,578,100 in Supplemental Requests
- **(\$855,000 funded from GF, \$50,000 funded from undesignated reserve, & \$673,100 from other funds)**
- Current Reserve Levels:
 - Overall Reserve Level = \$12.95M (54%)
 - Undesignated Reserve Level = \$10.3M (43%)



Supplemental Highlights General Fund & Undesignated Reserve

- ❖ General Fund Operation - \$855,000
 - Trees - \$200,000 (400 new trees, 300 empty wells, & 100 tree replacements)
 - Sidewalk Repair - \$120,000
 - Dog Park - \$150,000
 - Other Supplemental Requests - \$385,000
- ❖ Undesignated Reserve - \$50,000
 - Council Chambers Update (Design) - \$50,000



Supplemental Highlights – Special Funds

❖ Special Funds Total - \$673,100

- Facilities & Equipment Replacement Fund - \$308,000
 - Create 2 Shelters at Arroyo Park - \$125,000
 - Replace 1 Shelter at Orange Grove Park - \$55,000
 - 2 Police Patrol Vehicles - \$88,000
 - IT Computers Replacement - \$40,000

Beginning Fund Balance	\$611,448
FY 2014-15 Budgeted Exp.	<\$308,000>
Available Balance	\$303,448



Supplemental Highlights – Special Funds (Cont.)

- General Plan Focus Update - \$247,100
 - Capital Growth Fund - \$84,100
 - General Plan Fees - \$163,000

Capital Growth Fund	
Beginning Fund Balance	\$87,111
FY 2014-15 Budgeted Exp.	<\$84,100>
Available Balance	\$3,011

General Plan Fees	
Beginning Fund Balance	\$164,080
FY 2014-15 Budgeted Exp.	<\$163,000>
Available Balance	\$1,080



Supplemental Highlights – Special Funds (Cont.)

- Park Impact Fees Fund - \$30,000
 - Dog Park Design

Beginning Fund Balance	\$146,799
Community Center Study	<\$30,000>
Dog Park Design	<\$30,000>
Available Balance	\$86,799



Supplemental Highlights – Special Funds (Cont.)

- AB2766 Fund - \$60,000
 - Parks & Tree Maintenance Supervisor's Vehicle Replacement – CNG Truck

AB2766 Fund	
Beginning Fund Balance	\$78,000
FY 2014-15 Estimated Revenue	\$30,000
CNG Truck Expense	<\$60,000>
Available Balance	\$48,000



Supplemental Highlights – Other Fund

- Water Fund - \$28,000 & GF - \$0 Impact
 - Eliminate part-time Professional Intern; add full-time Management Assistant Position for Water Billing and Special Projects.



Personnel Requests

Department	Position	Estimated Costs	Recommended
Finance	1 Management Assistant for Water Billing & Special Projects	\$0 Impact to GF, \$28,000 to Water Fund	Recommended
Fire	1 Management Aide to provide administrative support to the Fire Dept.	\$63,000	Not Recommended
Community Services	1 Management Aide for the Senior Center	\$36,686	Not Recommended
Community Services	1 Management Aide for Recreation	\$43,160	Not Recommended



Recommended for Approval - GF

Department	Supplemental Request	General Fund
Fire	Ground level locker room	\$10,000
Fire	Upstairs restroom update	\$15,000
Police	Men/women basement locker room & restroom update	\$30,000
Library	Electrical work	\$30,000
Library	Basement exterior water proofing at 2 areas	\$15,000
Library	2 nd floor carpeting	\$45,000
Library	Repaint library building	\$35,000
Public Works	Battery backup for traffic signals	\$20,000
Public Works	Refurbish cooling tower for City Hall	\$15,000
Public Works	Removal and replacement tree program	\$200,000
Public Works	Sidewalk repair	\$120,000
Comm. Svcs.	War Memorial - electrical rewiring	\$60,000

Recommended for Approval – GF (cont.)

Department	Supplemental Request	General Fund
Comm. Svcs.	Orange Grove – office kitchen sink and Camp Med sink & counter	\$8,000
Comm. Svcs.	Orange Grove – electrical panel for event power	\$6,000
Comm. Svcs.	Garfield Park - tennis court lighting	\$25,000
Comm. Svcs.	Garfield Park – electrical panel for event power	\$6,000
Comm. Svcs.	Senior Center - replacement of kitchen cabinets & sink & drain wash out to eliminate constant backups	\$15,000
Comm. Svcs.	Community Garden (\$25k for garden & \$25k for pocket park, remaining balance from Park Impact Fees Fund)	\$50,000
Comm. Svcs.	Dog Park	\$150,000
TOTAL		\$855,000

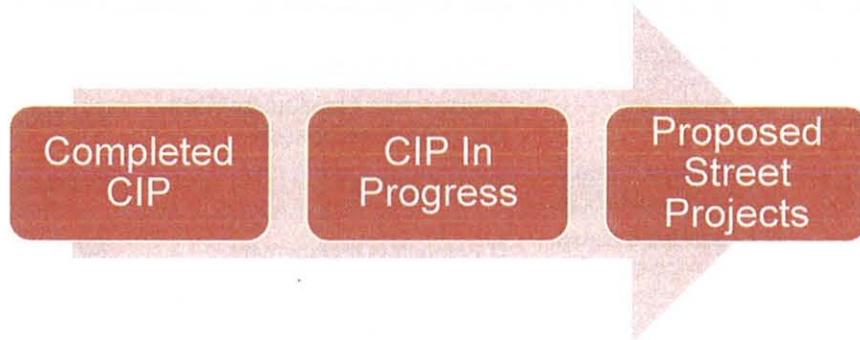
Recommended for Approval – Other Funds & Undesignated

Department	Funding	Supplemental Request	Other Funds
Public Works	AB2766 fund	Parks and tree maint. Supervisor vehicle replacement – CNG truck	\$60,000
Finance	Water Fund	Management Assistant for Water billing & special projects	\$28,000
Police	Facilities & Equip. Replacement Fund	2 patrol vehicles	\$88,000
City Manager	Facilities & Equip. Replacement Fund	IT computers replacement	\$40,000
Comm. Svcs.	Facilities & Equip. Replacement Fund	Orange Grove – replace current shelter including demo, installation, and water fountain	\$55,000
Comm. Svcs.	Facilities & Equip. Replacement Fund	Arroyo Park – create 2 separate shelters with BBQ and benches including demo, concrete, and installation	\$125,000

Recommended for Approval – Other Funds & Undesignated (Cont.)

Department	Funding	Supplemental Request	Other Funds
Comm. Svcs.	Park Impact Fees Fund	Dog Park Design	\$30,000
Planning	Capital Growth Fund	General Plan update	\$84,100
Planning	General Plan Fees	General Plan update	\$163,000
City Manager	Undesignated Reserve	Council Chambers Update Design	\$50,000
TOTAL			\$723,100

CIP Projects



Completed Capital Improvement Projects

Project	Total Cost (Design, Insp., Const.)
Moffatt Street Improvement Project	\$156,807
Mound Street Improvement Project	\$176,621
Rollin Street Improvement Project	\$272,472
Mission Street Improvement Project	\$193,842
Oxley Street Improvement Project	\$229,794
Park Street Improvement Project	\$207,236
Milan & Ramona CDBG Sidewalk Project	\$121,590
Glendon Way / El Centro Gold Line Crossing Arm Realignment Project	\$329,846
CNG Station Fast Fill Upgrade Project	\$254,260
Arroyo Park Playground Upgrade Project	\$141,823
Arroyo Bike & Pedestrian Trail Project (design & environmental only)	\$142,040
Library Artwork Installation Project	\$15,275

Capital Improvement Projects In Progress

Project	Status
Orange Grove Street Improvements	Award construction in May
Hawthorne Street Improvements	Award construction in May
Foothill Street Improvements	75% design
Mission Street Improvements	75% design
San Pasqual Street Improvements	75% design
FY 13-14 CDBG Sidewalks	Out to bid, construction June 2014
Citywide Sewer Lining & Rehabilitation	In design; bid Fall 2014
Wilson Reservoir	Project under construction, completion Winter 2014
Garfield Reservoir (design only)	Design completion Summer 2014
Hanscom Phase II	Construction in progress

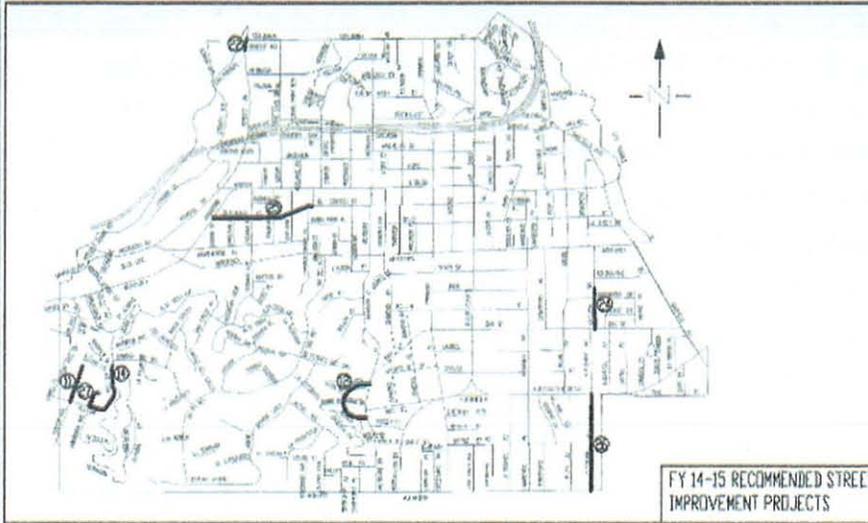
Proposed FY 2014-15 Street Projects

Project	PCI*	Estimated Total Cost (General Fund only)	
Collis Ave. (Hill Dr. to cul-de-sac)	16	\$410,000	PWC
Gillette Crescent (entire length)	32	\$373,000	
Hill Dr. (Hanscom Dr. to Harriman Ave.)	20	\$455,000	
Arroyo Dr. (Columbia St. to Arroyo Square)		\$211,000	
Chelton Way (240' south of Ashbourne Dr. to Oak St.)	65	\$255,000	
El Centro St. (Pasadena Ave. to Orange Grove Ave.)	48	\$759,000	
SUBTOTAL		\$2,463,000	
Fletcher Ave. (Huntington Dr. to Alhambra Rd.)	46	\$572,000	Staff
Harriman Ave. (Collis Ave. to cul-de-sac)	30	\$160,000	
Citywide Streetname Sign Replacement		\$50,000	
Pavement Management System Update		\$50,000	
Huntington / Court Overhead Pedestrian Warning Lights		\$200,000	
Grevelia St. (Fair Oaks Ave. to Stratford Ave.)	62	\$448,000	Staff
Pine St. (Meridian Ave. to Huntington Dr.)	56	\$441,000	
TOTAL		\$4,384,000	

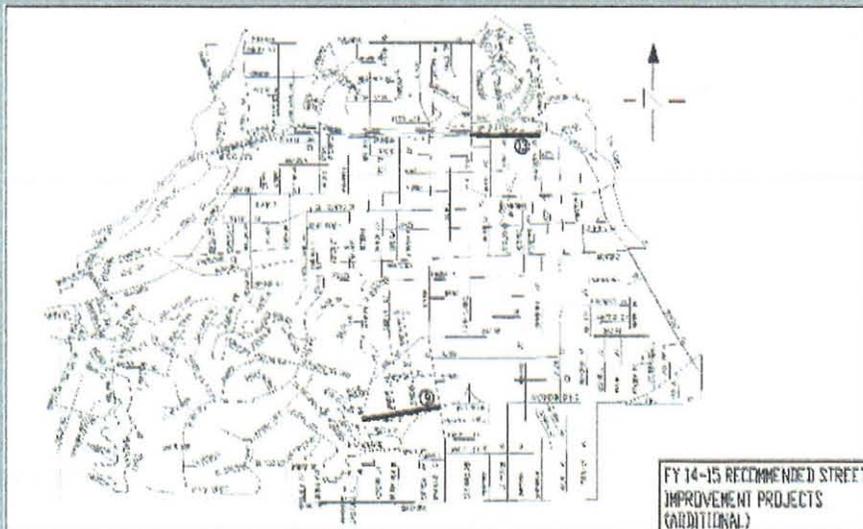
Note: Costs shown are only for street improvements and do not include any required water and sewer improvement costs, which are to be paid from Enterprise Funds. Proposed budget is \$2M.

Proposed FY 2014-15 Street Projects

Arroyo Dr. (Columbia St. to Arroyo Square) \$211,000



ADD'L. FY14-15 STREET PROJECTS



Future Major Liabilities

- ✓ Legal
- ✓ Retiree Medical
- ✓ Pension
- ✓ Streets
- ✓ Facilities
- ✓ Fleet and Equipment Replacement
- ✓ SR 710
- ✓ Trees



Council Direction

- Direction on Supplemental Requests from GF - \$855,000
 - Trees - \$200,000
 - Sidewalk Repair - \$120,000
 - Dog Park - \$150,000
 - Other Supplemental Requests - \$385,000
- Direction on Supplemental Request from Undesignated Reserve - \$50,000
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Council Direction (Cont.)

□ Direction on Supplemental Requests from Other Funds (Cont.)

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□ Direction on CIP projects – which streets?

