



**CITY COUNCIL
SPECIAL MEETING AGENDA
STUDY SESSION**

**South Pasadena City Council
Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, November 19, 2014, at 6:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem

Councilmembers

Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager
Evelyn G. Zneimer, City Clerk
Yvette Hall, Chief Deputy City Clerk
Teresa L. Highsmith, City Attorney

1. Roll Call
2. Public Comment: *Pursuant to Government Code Section 54954.3(a), members of the public will be provided with an opportunity to address any item described on the agenda only, at the time the matter is considered by the City Council.*
3. Presentation and Discussion of a Draft Cultural Heritage Commission Historic Preservation Ordinance in the City of South Pasadena

Adjournment

**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
- City website at <http://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.

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).

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.

11/13/14
Date

Yvette Hall
Yvette Hall, Chief Deputy City Clerk

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**JOINT CITY COUNCIL /
REDEVELOPMENT SUCCESSOR AGENCY /
PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA**

**Amedee O. “Dick” Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, November 19, 2014, at 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
Teresa L. Highsmith, City Attorney / Agency Counsel / Authority Counsel

*In order to address the City 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 Pro Tem Joe)
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 Certificates of Recognition to Deborah Howell-Ardila, John Lesak, and James McLane, Cultural Heritage Commissioners, for 2014 Design Preservation Awards
3. Presentation of Certificates of Appreciation for Myles Fowlis, Retired Officer, Michael Conant, Retired Reserve Captain, and Anthony Lucero, Retired Reserve Sergeant
4. Presentation of the South Pasadena Community Emergency Response Team (CERT)
5. Presentation of the FY 2013-14 Annual Report of the Library Board of Trustees
6. Presentation of the FY 2013-14 Annual Report of the Planning Commission
7. Presentation of the FY 2013-14 Annual Report of the Public Safety Commission
8. Councilmembers' comments (3 minutes each)

9. City Manager communications
10. 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

11. Approval of the minutes of the Regular City Council Meeting of November 5, 2014
12. Second Reading and Adoption of an Ordinance Amending South Pasadena Municipal Code Section 17.52 Definitions to Add Electronic Smoking Devices to the Prohibition of Smoking in Public Places And in Places of Work
13. Second Reading and Adoption of an Ordinance Amending Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code
14. Award of Contract to Arcadis for Construction Management and Inspection Services for the Garfield Reservoir Replacement Project
15. Award of Contract to Kennedy/Jenks Consultants for Construction Engineering Support Services for the Garfield Reservoir Replacement Project
16. Award of Contract to Ninyo & Moore for Geotechnical and Material Testing Services for the Garfield Reservoir Replacement Project
17. Contract Amendment for Kabbara Engineering in the Amount of \$13,725 for the Collis Avenue, Hill Drive, and Chelton Way Street Improvement Project
18. Authorize the City Manager to Execute the Assignment and Assumption of Grant Agreement for the North East Trees' Arroyo Seco Trailhead and Pocket Park Project
19. Authorize the City Manager to Execute Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds Between City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority
20. Resolution Approving Final Parcel Map No. 72272 for 1128 Huntington Drive

City Council/Redevelopment Successor Agency/Public Financing Authority

21. Approval of Prepaid Warrants in the Amount of \$327,966.62, General City Warrants in the Amount of \$564,700.28 and Payroll in the Amount of \$430,018.61
22. Monthly Investment Reports for September 2014

Public Comments and Suggestions

Time reserved for those in the audience who wish to address the City Council. The audience should 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

- 23. Award of Contract to Pacific Hydrotech Corporation for Construction of the Garfield Reservoir Replacement Project
- 24. Discussion and Direction Regarding Unreinforced Masonry Building Hazard Reduction
- 25. Formation of a Council Ad Hoc Personnel Committee

Recess to Closed Session in City Hall, City Manager’s Conference Room, Second Floor, 1414 Mission Street

Closed Session

- 26. Initiation of Litigation

Pursuant to Government Code Section 54956.9 (d)(4)
CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION

Number of Cases: 1

Adjournment

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

Wednesday, December 3, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, December 17, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, January 7, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.

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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



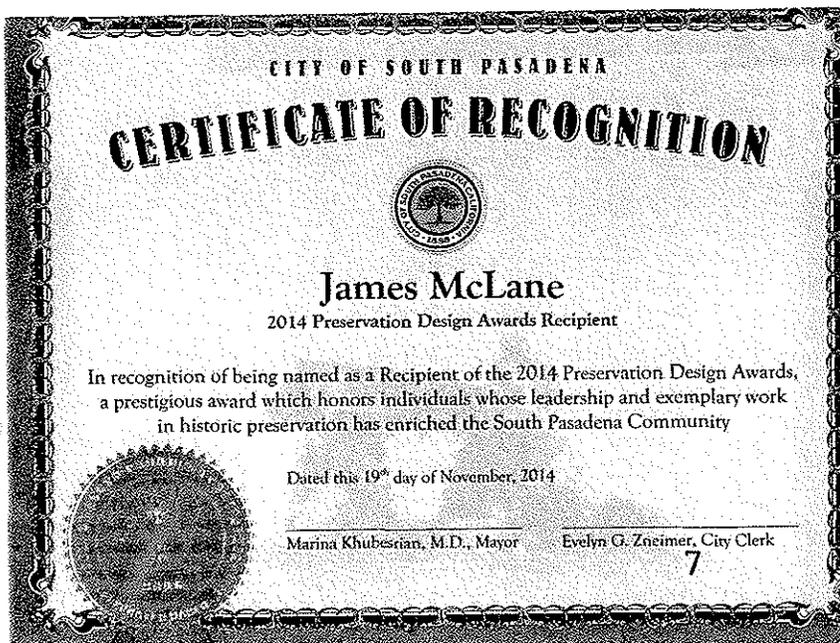
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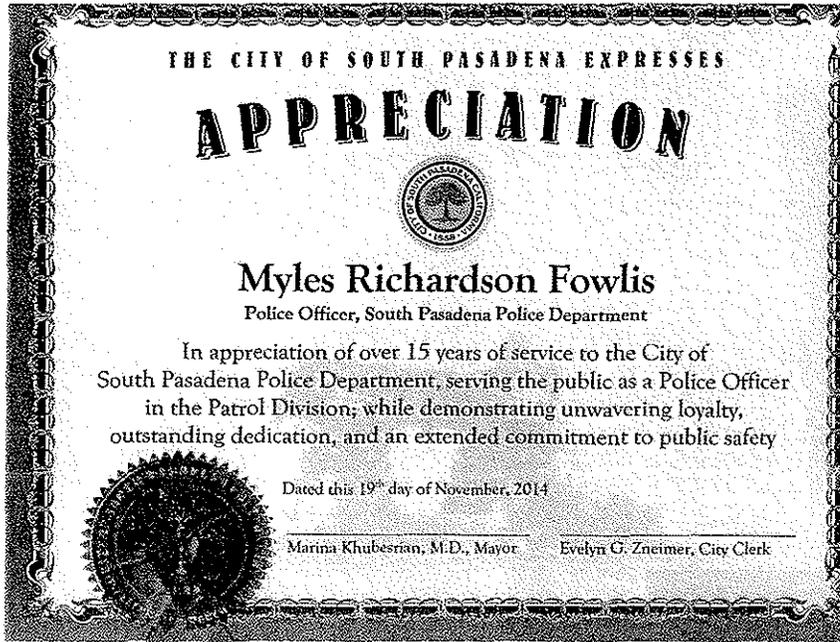
11/13/14
Date

Yvette Hall
Yvette Hall, Chief Deputy City Clerk

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THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



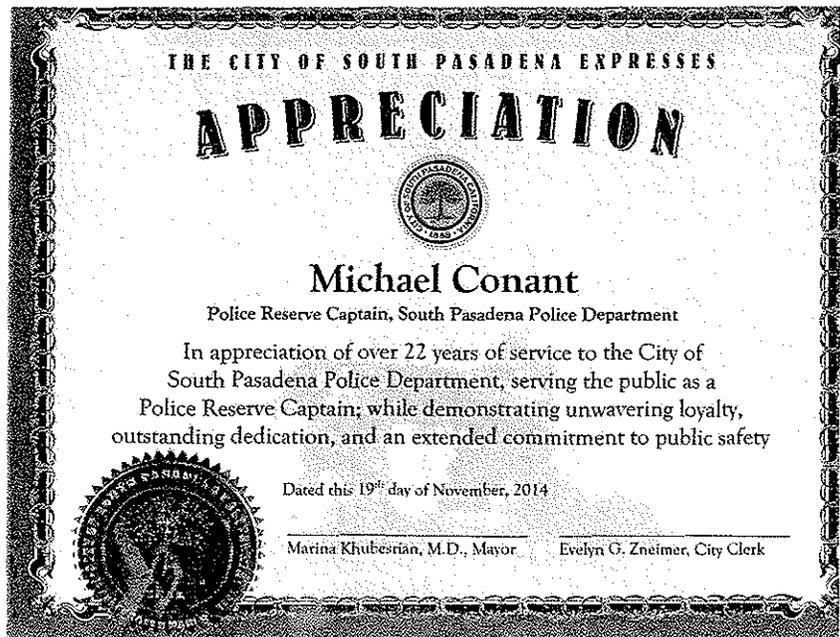
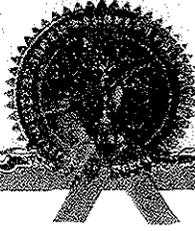
Myles Richardson Fowlis

Police Officer, South Pasadena Police Department

In appreciation of over 15 years of service to the City of South Pasadena Police Department, serving the public as a Police Officer in the Patrol Division; while demonstrating unwavering loyalty, outstanding dedication, and an extended commitment to public safety

Dated this 19th day of November, 2014

Marina Khubesian, M.D., Mayor Evelyn G. Zneimer, City Clerk



THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



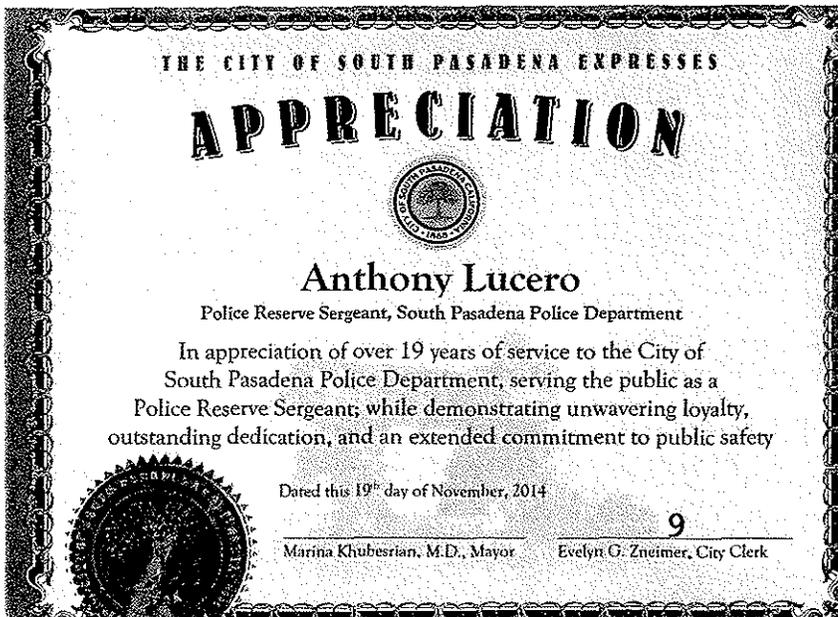
Michael Conant

Police Reserve Captain, South Pasadena Police Department

In appreciation of over 22 years of service to the City of South Pasadena Police Department, serving the public as a Police Reserve Captain; while demonstrating unwavering loyalty, outstanding dedication, and an extended commitment to public safety

Dated this 19th day of November, 2014

Marina Khubesian, M.D., Mayor Evelyn G. Zneimer, City Clerk



THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



Anthony Lucero

Police Reserve Sergeant, South Pasadena Police Department

In appreciation of over 19 years of service to the City of South Pasadena Police Department, serving the public as a Police Reserve Sergeant; while demonstrating unwavering loyalty, outstanding dedication, and an extended commitment to public safety

Dated this 19th day of November, 2014

Marina Khubesian, M.D., Mayor Evelyn G. Zneimer, City Clerk



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Date: November 19, 2014
To: Honorable Mayor and Members of the Council
From: Edward F. Pearson, Vice President
Re: **FY 2013-14 Annual Report of Library Board of Trustees**

The Library Board of Trustees (LBT) is pleased to provide its report for Fiscal Year (FY) 2013-2014. During this year, the LBT has consisted of Brendan Durrett, President, and Trustees: Andy Lippman, Constance Lue, Edward Pearson, and Ann Penn. The mission of the LBT is to monitor the activities and progress of the City Library, to work with Library staff in the development of the annual budget request to the City Council, and to advise on subjects of Library policy. This year was another period of success for our Library in meeting the cultural and educational needs of our fellow citizens.

Library Services: The use of the Library continued to be great. On any average day, 900 customers visited the Library, and more than 1,000 items were circulated – books, DVDs, CDs, and beyond. E-books, and other digital materials continued to account for an ever-larger segment of circulated matter. In addition, staff fielded hundreds of requests each day.

Children's Services. From their earliest days, the children of our community learn to know the joy of reading, and begin to see where the gift of learning can lead. Long-established programs, such as summer reading (which many adults of our community fondly recall for themselves), but also new activities for all ages were part of the Library's menu of offerings. There was even the Library dog – Katie – who occasionally visited the Library so that new readers could enjoy the task of reading to a non-judgmental listener.

Adult Services. The Library was just as committed to its adult patrons. Special emphasis was devoted to the establishment of a collection devoted to local history, including a photographic archive. Special displays and training resources were provided to engage our residents in life-long learning.

Budget: Working with the City Librarian, the LBT finalized the Library's budget request to the City Council, slightly in excess of \$1.5 million. The LBT also reviewed proposed supplemental budget requests to be submitted for Council consideration and approval, and we are grateful for the funds to be provided this year for items such as the exterior painting of the Library building and the recarpeting of the second floor.

The time for renewal of the Special Library Tax is fast approaching, and the LBT began work during 2013-2014 on the campaign to secure extension of Measure L funding. The City's 2015 General Election will be the time for this appeal. Preliminary discussions were held in FY 2013-14 on forming a committee to spearhead the campaign and on anticipating issues that will be faced prior to the vote.

The Library entered into an agreement with a collection agency to pursue the return of borrowed materials not returned, as well as unpaid fines above small amounts. This effort had, by the end of June, 2014, generated as much as \$20,000 in revenue for the City, as well as the return of an even larger amount – in terms of value – of recovered materials.

The Strategic Plan: The Library's Strategic Plan was adopted in July, 2011, to guide the operations until 2015. The Strategic Plan served as the framework for the Library's efforts in improving the quality of its services, to most effectively meet the needs identified by the community.

Library Operational Study: The City's own Strategic Plan calls for reviews of each department's operations to ensure effective use of City resources and overall effective City governance. The Library is now the subject of a Library Operational Study (Study) to determine how the Library can make use of current "best practices" to most appropriately meet the needs of its consumers.

The Study commenced in early 2014, with meetings conducted by the consultant engaged by the City for this purpose – Joan Frye-Williams. These meetings were the "bookends" to her process of fact-finding, using published statistics and interviews with key persons with knowledge of Library operations. Ms. Frye-Williams is an expert on current library operations and the availability of modern alternatives to practices that may have become time-worn.

The consultant's preliminary report was followed by a period of public comment. These comments were discussed in a LBT meeting – held in the Council Chambers – in which Ms. Frye Williams heard divergent viewpoints and gave reasons for her recommendations.

The final report includes some 28 recommended actions. To date, the LBT has met in special meetings to consider the recommendations, and is nearly two-thirds of the way through the process. These meetings have included the viewpoints of the Library's senior staff, professional librarians who are most knowledgeable on the issues under consideration. Their keen insights have been invaluable in assisting the LBT in evaluating the wisdom of the proposed changes. It is expected that the remaining recommendations will be reviewed, and that those adopted will be implemented, in FY 2014-15.

FY 2013-14 Issues and Highlights: The LBT addressed issues of Library policy, including the following: 1) adopting a long-term orientation, trying to foresee the future of all libraries, and specifically the South Pasadena Public Library, with the swift changes wrought by technology; 2) creating a Code of Conduct for Library patrons; 3) implementing a consistent policy for use of the Library Community Room by individuals and groups; and 4) improving the interior and exterior of the property, such as by the installation of new furniture and artwork, both of which occurred last year.

Then there were the Library events, only a few can be mentioned. The Library hosts movies, concerts, authors' book talks, and small dramas. Here are some of the most significant:

1. The annual Volunteer Recognition Luncheon, acknowledging the contributions of the many Library volunteers, who devote tremendous numbers of hours to help the Library function so smoothly, and the concurrent unveiling of the restored artwork known as "The Children's Hour", by acclaimed Oscar-winning artist Merrell Gage.
2. The Eclectic Music Festival, when the Library Community Room was the featured venue for the performances of five musical acts, playing to packed audiences well into the night.
3. The Arts Crawl, when the Library Community Room hosted an exhibition of works by members of the Pasadena Society of Artists and a performance by an accomplished local cellist.
4. A looking back at the presence in South Pasadena of Nelbert Chouinard, and a retrospective on her Institute, including an art exhibition, film screening, and panel discussion with renowned Chouinard graduates.

Conclusion: The people of South Pasadena take pride in the Library – open every day of the week. It is a place where so many come, to enjoy all that a Library can provide. We expect the year now underway to be just as productive as the one just past.

City of South Pasadena

Date: November 19, 2014
To: Honorable Mayor and Members of the Council
From: Anthony George, Chair
Re: FY 2013-14 Annual Report of Planning Commission

A. Summary of 2013-2014 Agenda Items Considered:
 Between July 1, 2013 and June 30, 2014, the Planning Commission (Commission) considered and took action on the following land use entitlement matters:

Type of Action	FY 2013- 2014	FY 2012- 2013	FY 2011- 2012	FY 2010- 2011
Conditional Use Permits	8	10	12	12
Variance Requests	3	1	2	3
Hillside Development Permits	6	9	17	10
CEQA Actions	6	10	32	23
Requests for Time Extensions	1	1	1	1
General Plan Amendments	1	2	1	0
Zoning Map Changes	0	1	1	0
Zoning Code Amendments	7	9	3	4
Subdivisions	1	0	4	1
Design Review	8	9	25	17
Other (Appeals, etc.)	1	2	2	6
Totals	42	54	100	77

Major Accomplishments of the Planning Commission

Development activity continues its uneven recovery from the 2008 recession, perhaps reflecting the uncertain nature of the economic recovery nationally. Despite this, the Planning Commission had a busy year, continuing to carefully review zoning code amendments to assist the City Council in several priorities, including economic development and streamlining the development review process. Seven zoning code amendments were reviewed by the commission, and recommended for adoption by the City Council. These code amendments represents a broad spectrum of issues; one of the amendments was Housing Element related (i.e., *bringing the density bonus ordinance into conformance with State law*), two were initiated by the City Council to enhance the City’s economic development efforts (*mobile food vendors, and parking regulations for historic and legal nonconforming building in the CG Zone*); one was initiated by the City Council in conjunction with NREC (*revision to the Community Gardens ordinance*); one was initiated by the City Council to improve administrative procedures (*appeals and call ups*), one on behalf of a fellow commission (*Historic Garages—Planning Commission on behalf of the Cultural Heritage Commission*), and one initiated by the Planning Commission (*to reduce Detached Garage setbacks from 5 feet to 2 feet*).

Commission Membership

The membership of the Commission included Commissioners Steven Dahl, Steven M. Friedman, Anthony George, Kris Morrish and Evan Davis. The Commission is thus comprised of two architects,

two attorneys, and one real estate professional. Commissioner Friedman's term will expire at the end of 2014, concluding his inestimable service to the Planning Commission following equally distinguished service on the Cultural Heritage Commission.

Anticipated Activities for 2014-2015

The Commission, working with a subcommittee that includes representatives of the Design Review Board, Cultural Heritage Commission, and the Chamber of Commerce, continued the review of the zoning regulations for signs and the development of sign design guidelines, and we expect to present Council with its recommendations during the current fiscal year.

The Commission is also working in subcommittee to: (a) review and make recommendations to improve hillside and grading regulations; and (b) streamline small projects which fall within the Hillside Development Permit process.

The Commission anticipates beginning review of any proposed entitlement changes for the Downtown Project, as well as the required entitlements for the South Pasadena Unified School District Project on the Mission Street parking lot.

Finally, in furtherance of the City Council's 2013 Strategic Plan, the Commission has established a subcommittee to work with the Planning & Building Director to develop a work scope and budget for a critical update to the City's 1998 General Plan. This was presented to the City Council in March, 2014. It is hoped that the City Council will provide further direction in the near future. The City has applied for a grant for a long-overdue update to the Mission Street Specific Plan; Metro is tentatively scheduled to approve grant awards in mid-November.

As with the successful recommendation of zoning code amendments this fiscal year, these anticipated activities represent the Commission's successful working relationships with the City Council, fellow Commissions, the Chamber of Commerce, community groups, and as a pro-active body able to recognize and facilitate improvements in the quality of life in the City.

Date: November 19, 2014
To: Honorable Mayor and Members of the Council
From: Janet Braun, Chair, Public Safety Commission
Re: **FY 2013-14 Annual Report of Public Safety Commission**

Major areas of focus for the South Pasadena Public Safety Commission (“PSC”) for the Fiscal Year (“FY”) 2013-14 were as follows:

1. Budget and capital equipment review of Fire Department and Police Department;
2. Efforts to increase participation in Neighborhood Watch program;
3. Need to properly equip and fund an Emergency Operations Center (“EOC”);
4. Formation of a sub-committee to help launch a Community Emergency Response Team (“CERT”) program in South Pasadena; and
5. Oversight of massage parlor issues, convalescent hospital issues, school safety and other issues brought to the attention of the PSC during the year.

Budget and Capital Equipment review. At the request of the City Council, the PSC reviewed with the Fire Chief and Police Chief the budgets for the Fire Department and Police Department, respectively, before they were submitted for final approval by the City Council. This review also included a review of both departments’ capital equipment, including an analysis by the Chiefs of the useful life of each major capital equipment item, the replacement schedule for such equipment and the need for other major capital expenditures.

Neighborhood Watch Program. With the leadership of Police Chief Miller, the PSC worked to help increase participation in the City’s Neighborhood Watch program. These efforts included recruitment at the City’s Public Safety Open House, recruitment by members of the PSC, assistance in walking the neighborhoods one Saturday to make citizens aware of the Neighborhood Watch program, and working with Police Chief Miller on methods to increase participation in the program.

Emergency Operations Center. The PSC became aware during the FY 2013-14 of the dire need for the City to upgrade its EOC to better prepare for emergencies and disaster situations. The PSC urged the City Council to allocate funding for an appropriately equipped EOC. Plans are currently underway to design and equip a fully functional EOC, and the City Council has reserved partial funding for the EOC for the current fiscal year. The PSC will

continue to support the reserve of additional funding over the next two to three years for an upgraded and properly equipped EOC.

CERT Program. With the arrival of Fire Chief Frawley as the new Fire Chief in South Pasadena, the PSC helped establish an ad-hoc committee to study and launch a CERT program in South Pasadena. The program is designed to prepare community members for major disasters and emergencies so that they are prepared to help their families, neighborhoods and communities. The ad-hoc committee began to meet at the end of FY 2013-14.

Other Issues. The PSC provided oversight of issues related to the proliferation of massage parlors in South Pasadena, issues related to the Convalescent Hospital in South Pasadena and issues related to school safety in South Pasadena. This included observation of the very impressive “active shooter” training held at South Pasadena High School and coordinated by the South Pasadena Police Department. The PSC also listened to the community’s concerns regarding various public safety issues and resolved them or directed them to other departments for resolution. In September 2013, the PSC participated in the annual Public Safety Open House and provided information to community members on various public safety matters, including emergency preparedness and crime prevention, and recruited residents to participate in Neighborhood Watch and other City activities.



**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 5TH DAY OF NOVEMBER 2014, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Khubesrian convened the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:35 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 and Mayor/Agency/Authority Chair Khubesrian.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; Assistant City Manager Straus; City Attorney/Agency/Authority Counsel Highsmith; City Clerk Zneimer; Acting Police Captain Neff; Deputy Fire Chief Riddle; Finance Director Batt; Planning and Building Director Watkins; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Director Pautsch; Executive Assistant Demirjian; Principal Management Analyst Lin; and Chief Deputy City Clerk Hall.

INVOCATION

Mayor Khubesrian presented the invocation.

PLEDGE OF ALLEGIANCE

Julian Lopez, Commissioner General, South Pasadena High School ASB, led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

City Attorney Highsmith reported that Mayor Khubesrian called to order at 6:30 p.m. the Closed Session Regular Meeting of the City Council of November 5, 2014, and that all Councilmembers were present, except for Councilmember Cacciotti, who arrived at 6:44 p.m. She indicated the meeting was convened into Closed Session to discuss the following items as listed on the Closed Session Agenda:

3. Conference with Legal Counsel – Pending Litigation

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

Name of case: City of South Pasadena et al v. Federal Highway Administration:
CA Department of Transportation et al. [United States District Court CV
98-6996]

4. Initiation of Litigation

Pursuant to Government Code Section 54956.9 (d)(4)

CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION

Number of Cases: 1

City Attorney Highsmith announced that direction was provided to Legal Counsel regarding Closed Session Item No. 3; and direction was provided and no action was taken regarding Closed Session Item No. 4.

2. SOUTH PASADENA TOURNAMENT OF ROSES COMMITTEE ANNUAL FLOAT FUNDRAISER DRAWING FOR THE ULTIMATE TOURNAMENT OF ROSES EXPERIENCE

Mayor Khubesrian drew three winning tickets for the Ultimate Tournament of Roses Experience.

3. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO DR. NANCY LAVELLE FOR OVER 40 YEARS OF SERVICE TO THE SOUTH PASADENA COMMUNITY

Mayor Khubesrian announced that Dr. Nancy Lavelle was not present to receive her Certificate of Appreciation and that it would be mailed to her.

4. PROCLAMATION DECLARING NOVEMBER 17-21, 2014, AS "HOMELESS AWARENESS WEEK" IN THE CITY OF SOUTH PASADENA

Mayor Khubesrian presented a Proclamation declaring November 17 - 21, 2014, as "Homeless Awareness Week" in the City of South Pasadena to Todd Palmquist, Executive Director, San Gabriel Valley Consortium on Homelessness.

5. PROCLAMATION DECLARING JULY 25, 2015 TO AUGUST 2, 2015, AS “SPECIAL OLYMPICS WORLD GAMES 2015” IN THE CITY OF SOUTH PASADENA

Mayor Khubesrian presented a Proclamation declaring July 25, 2015 to August 2, 2015, as “Special Olympics World Games 2015” in the City of South Pasadena (City) to Lisa Cavelier and Laura Kieffer, Co-Chairs, Host Town South Pasadena Organizing Committee.

6. CERTIFICATE OF RECOGNITION OF THE DINOSAUR FARM’S 20TH ANNIVERSARY AND FOR BEING NAMED ONE OF BUZZFEED’S BEST INTERNATIONAL TOY STORES

Mayor Khubesrian presented a Certificate of Recognition of The Dinosaur Farm’s 20th Anniversary and for being named one of BuzzFeed’s Best International Toy Stores to David Plenn, Owner, The Dinosaur Farm.

7. PRESENTATION OF THE FY 2013-14 ANNUAL REPORT OF THE NATURAL RESOURCES AND ENVIRONMENTAL COMMISSION

Kim Hughes, Chair, Natural Resources and Environmental Commission (NREC), presented the FY 2013-14 Annual Report of the Natural Resources and Environmental Commission.

8. PRESENTATION OF THE FY 2013-14 ANNUAL REPORT OF THE PARKS AND RECREATION COMMISSION

Ronald Rosen, Chair, Parks and Recreation Commission, presented the FY 2013-14 Annual Report of the Parks and Recreation Commission.

9. COUNCILMEMBERS’ COMMENTS (3 MINUTES EACH)

Councilmember Mahmud provided an update on the following measures voted on at the November 4, 2014, General Election: 1) County of Los Angeles’ Proposition P – Safe Neighborhood Parks Measure - did not receive enough votes; and 2) Proposition 1 – The Water Quality, Supply, and Infrastructure Improvement Act of 2014 – passed. Councilmember Mahmud discussed the Memorandums of Understandings with various employee bargaining units that are proposed for adoption on this evening’s Consent Calendar.

Councilmember Schneider provided the following updates: 1) A report on synthetic turf will be presented at a future City Council Meeting; 2) A celebration of South Pasadena Nature Park’s 10th Anniversary was held on October 18, 2014, at the Arroyo Seco South Pasadena Woodland and Wildlife Park; 3) NREC is developing a strategy to preserve the City’s distressed trees; and 4) Renewable Energy Committee members will be selected by

the City Council. Councilmember Schneider requested that Metro provide mitigation measures for the increase in rail crossings due to the extension of the Metro Gold Line (GL) to Azusa, seconded by Councilmember Cacciotti.

Councilmember Cacciotti thanked staff and volunteers for coordinating the South Pasadena Nature Park's 10th Anniversary, especially the volunteers who first worked to dedicate the park in 1998 to the City. Councilmember Cacciotti thanked the Ad Hoc Community Center Committee and provided an update on the Community Center Feasibility Study. He thanked Mayor Pro Tem Joe for scheduling a meeting with the U.S. Army Corp of Engineers regarding the Los Angeles River Ecosystem Restoration Integrated Feasibility Report (LARERIFR) and provided an update on the LARERIFR. Councilmember Cacciotti attended the following events: 1) Foothill Gold Line Track Completion Ceremony on October 18, 2014; and 2) A regional forum in partnership with the San Gabriel Valley Council of Governments and the San Bernardino Associated Governments on October 29, 2014. Councilmember Cacciotti stated he and City Manager Gonzalez met with William Covino, President, California State University of Los Angeles, to discuss education and transportation. Councilmember Cacciotti requested the City Council consider appointing a representative to the Gold Line Foothill Extension Construction Authority, seconded by Mayor Pro Tem Joe. Councilmember Cacciotti reported that the City is currently utilizing all electric lawn maintenance equipment at Garfield Park.

Mayor Pro Tem Joe displayed a PowerPoint from the 2014 Halloween Spooktacular event held on October 31, 2014, at Garfield Park.

Mayor Khubesrian announced a screening and community discussion of "Tough Guise 2" to be held on November 6, 2014, at 7:00 p.m., at South Pasadena High School (SPHS) and displayed a PowerPoint slide. Mayor Khubesrian thanked the Police Officers' Association, SPHS, and the City Council for their support of the screening.

10. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez announced the State of the City Address to be held on December 2, 2014, at 6:30 p.m., at City Hall Council Chambers, presented by Mayor Khubesrian. City Manager Gonzalez provided an update on the tree canopy replacement project.

11. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

MOTION: M/S Cacciotti/Joe to approve Consent Calendar Item Nos. 12, 13, 14, 15, 16, 17, 18, 19 and including Prepaid Warrants #185480-185587 in the amount of \$1,121,681.83, General City Warrants #185588-185784 in the amount of \$315,353.27, Payroll 10-24-14 in the amount of \$443,250.28, totaling \$1,880,285.38; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$55,094.89 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

- 12. APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2014 AND THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF OCTOBER 22, 2014**
- 13. SECOND READING AND ADOPTION OF ORDINANCE NO. 2276 REPEALING CHAPTER 20E ("REGULATING SEX OFFENDERS") OF THE SOUTH PASADENA MUNICIPAL CODE**
- 14. APPROVAL OF: 1) RESOLUTION NO. 7380 ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH PASADENA (CITY) AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION; 2) RESOLUTION NO. 7381 ADOPTING AN MOU BETWEEN THE CITY OF SOUTH PASADENA AND THE POLICE OFFICERS' ASSOCIATION; 3) RESOLUTION NO. 7382 ADOPTING AN MOU BETWEEN THE CITY OF SOUTH PASADENA AND THE PUBLIC SERVICE EMPLOYEES' ASSOCIATION (PSEA) FULL TIME UNIT; 4) RESOLUTION NO. 7383 ADOPTING AN MOU BETWEEN THE CITY OF SOUTH PASADENA AND THE PSEA PART TIME UNIT; 5) RESOLUTION NO. 7384 ESTABLISHING COMPENSATION AND BENEFITS FOR MANAGEMENT EMPLOYEES; AND APPROVAL OF A REVISED JOB DESCRIPTION FOR FULL TIME AND PART TIME MANAGEMENT ASSISTANT**
- 15. APPROVAL OF VEHICLE USE POLICY AND FLEET SAFETY POLICY**
- 16. RE-APPROPRIATION OF FISCAL YEAR (FY) 2013-14 PURCHASE ORDERS**
- 17. DISCRETIONARY FUND REQUEST FROM MAYOR KHUBESRIAN IN AN AMOUNT NOT TO EXCEED \$650 FOR THE PURPOSE OF PROVIDING PROMOTIONAL MATERIALS AND REFRESHMENTS FOR THE COMMUNITY SCREENING OF THE DOCUMENTARY, "TOUGH GUISE 2"**

18. AWARD OF CONTRACT TO EUROFINS EATON ANALYTICAL, INC. FOR LABORATORY TESTING AND ANALYSIS OF POTABLE WATER SAMPLES

CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY

19. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$1,121,681.83, GENERAL CITY WARRANTS IN THE AMOUNT OF \$315,353.27, AND PAYROLL IN THE AMOUNT OF \$443,250.28

PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section.

Josef Bray-Ali, City of Los Angeles Resident, commented on a bike lane gap between Pasadena Avenue and York Boulevard.

Councilmember Schneider recommended that staff review the safety of the westbound bike lanes on Pasadena Avenue and follow up with City Council.

Richard Pizante, South Pasadena Resident and Girl Scout Troop No. 11231 Leader, requested to work with the City on a Girl Scout Silver Award Project.

City Manager Gonzalez indicated that staff would follow up with Girl Scout Troop Leader Pizante.

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

ACTION/DISCUSSION

20. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING SOUTH PASADENA MUNICIPAL CODE SECTION 17.52 DEFINITIONS TO ADD ELECTRONIC SMOKING DEVICES TO THE PROHIBITION OF SMOKING IN PUBLIC PLACES AND IN PLACES OF WORK

Executive Assistant Demirjian presented the staff report and responded to City Councilmembers' questions.

Mayor Khubesrian opened the Public Comments section.

Nancy Verdin, Coordinator, Day One, indicated support for the proposed ordinance to add electronic smoking devices to the prohibition of smoking in public places and in places of work.

Monty Messex, Los Angeles County Department of Public Health, Tobacco Control and Prevention Program, indicated support for the proposed ordinance to add electronic smoking devices to the prohibition of smoking in public places and in places of work; and provided information on electronic cigarettes.

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

In response to Councilmember Cacciotti's question, City Manager Gonzalez stated the required smoking distance from public places is 25 feet.

Councilmember Schneider concurred with Mr. Messex's comments.

Mayor Khubesrian discussed advertising, available flavors of vapor, and toxins and carcinogens that are contained in the form of a pen. Mayor Khubesrian indicated support for the City to take the lead in prohibiting electronic smoking devices in the City.

Mayor Pro Tem Joe commended staff and the Police Department for enforcing the current smoking ordinance.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 17.52H (SMOKING) AND 17.52M (TOBACCO PRODUCT) AND ADDING A NEW SECTION 17.52N (ELECTRONIC SMOKING DEVICE) OF CHAPTER 17 (HEALTH AND SANITATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REGULATE THE USE OF ELECTRONIC SMOKING DEVICES.

MOTION: M/S Joe/Cacciotti to read by title only for first reading, waiving further reading, and introduce AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 17.52H (SMOKING) AND 17.52M (TOBACCO PRODUCT) AND ADDING A NEW SECTION 17.52N (ELECTRONIC SMOKING DEVICE) OF CHAPTER 17 (HEALTH AND SANITATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REGULATE THE USE OF ELECTRONIC SMOKING DEVICES. The motion passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

21. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS AND PROJECTS) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE

Acting Police Captain Neff presented the staff report and responded to Councilmembers' questions.

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

Councilmember Mahmud recommended that construction hours be modified to start at 7:00 a.m. and end at 6:00 p.m., Monday through Friday.

In response to Mayor Khubesrian's question, Planning and Building Director Watkins provided background information regarding the Southwest Monterey Hills Planning Study Citizens' (SMHPSC) Committee. He stated the proposed ordinance was not addressed by the SMHPSC Committee. Planning and Building Director Watkins indicated the proposed ordinance amendment was recommended by former City Attorney Adams.

Councilmember Cacciotti stated he has observed many contractors starting work earlier than what is permitted.

Councilmember Schneider indicated that residents have expressed concerns regarding early morning construction noise on the weekends.

Mayor Pro Tem Joe indicated support of construction hours beginning at 8:00 a.m., Monday through Saturday.

Discussion followed among the City Councilmembers and staff regarding construction hours.

MOTION: M/S Mahmud/Cacciotti to refer the proposed ordinance to the Public Works Commission for consideration of construction and lawn equipment hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 7:00 p.m. on Saturdays.
The motion failed by the following roll call vote:

AYES: Mahmud
NOES: Cacciotti, Joe, Schneider, and Mayor Khubesrian
ABSENT: None
ABSTAIN: None

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS AND PROJECTS) OF ARTICLE 3 (CONSTRUCTION) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE .

MOTION: M/S Khubesrian/Cacciotti to: 1) Read by title only, waive further reading and introduce an ordinance to amend Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code (SPMC) related to citywide construction hours; and 2) Modify construction and lawn equipment hours as follows: a) 8:00 a.m. to 7:00 p.m., Monday through Friday; b) 9:00 a.m. to 7:00 p.m. on Saturdays; and c) 10:00 a.m. to 6:00 p.m. on Sundays.

The motion passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

22. RECEIVE AND FILE REPORT REGARDING A SURVEY FOR A POSSIBLE MISSION-MERIDIAN PREFERENTIAL PARKING DISTRICT EXPANSION

Principal Management Analyst Lin presented the staff report and responded to Councilmembers' questions.

Mayor Khubesrian opened the Public Comments section.

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

Councilmember Mahmud recommended that the City Council consider adopting a parking zone policy and to conduct a parking zone study.

Councilmember Schneider indicated the parking requirements of the Metro Gold Line are different than the parking requirements of a community service agency or church as it is a transportation hub.

Discussion followed among City Councilmembers and staff regarding parking impacts at various sites in the City and the establishment of parking districts.

MOTION: M/S Cacciotti/Joe to receive and file a report regarding a survey conducted for a possible Mission-Meridian Preferential Parking District (MMPPD) expansion and to report back on the establishment of a city-wide parking policy at a future City Council Meeting. By roll call vote, the motion passed 4-1. No: Mahmud.

REPORTS**23. STRATEGIC PLAN QUARTERLY UPDATE**

City Manager Gonzalez presented the staff report 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 Cacciotti/Mahmud to receive and file the first quarter update of the Fiscal Year 2014-15 Strategic Plan. By roll call vote, the motion passed unanimously. Absent: None.

ADJOURNMENT

Mayor Khubesrian adjourned the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority/Housing Authority at 10:05 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on November 19, 2014.

City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Teresa L. Highsmith, City Attorney
Lucy Demirjian, Executive Assistant to City Manager 

SUBJECT: **Second Reading and Adoption of an Ordinance Amending South Pasadena Municipal Code Section 17.52 Definitions to Add Electronic Smoking Devices to the Prohibition of Smoking in Public Places And in Places of Work**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an ordinance to amend Section 17.52 of Article V – Smoking-Prohibited, of Chapter 17 – Health and Sanitation, of the South Pasadena Municipal Code (SPMC) to add a new definition for "electronic smoking devices," and revising the definition of smoking and tobacco products to include electronic smoking devices.

Fiscal Impact

There is no fiscal impact with the adoption of the proposed ordinance. There are minimal costs associated with public outreach and education.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City Council directed staff to draft an ordinance that would incorporate e-cigarettes into the City's existing "No Smoking" Ordinance No. 2161. The proposed ordinance provides new definitions to include electronic smoking device, including e-cigarettes and other similar devices. The City Council introduced the ordinance for first reading at a regular meeting held on November 5, 2014.

The use of electronic smoking devices is a recent trend that is proliferating in many cities throughout the nation. Electronic smoking devices have not been approved by the Food and Drug Administration (FDA) for smoking cessation. The FDA has expressed concerns about the safety of electronic smoking devices following FDA testing that found some devices contain toxins and carcinogens. Subsequent scientific studies have also raised concern about the safety of electronic

smoking devices to bystanders who involuntarily inhale the released vapor. For example, a recent scientific study found lead, nickel and chromium (elements listed on the FDA's List of Harmful and Potentially Harmful Chemicals) in the vapors produced by electronic smoking devices. Another recent scientific study confirmed that electronic smoking devices that contain nicotine also emit nicotine in the vapor that is released.

Analysis

Prohibiting electronic smoking devices in public places is necessary in order to protect the public health, safety and welfare. The use of electronic smoking devices is often visually similar to the smoking of cigarettes and has already been observed in locations where smoking is prohibited. This has created concern for nonsmokers, confusion amongst business owners seeking to comply with the City's "No Smoking" laws, and threatens to interfere with the City's enforcement of the SPMC. The City is also concerned that the use of electronic smoking devices in public areas may increase the social acceptability of smoking, particularly for youth, and reverse the progress that has been made over the years to discourage smoking.

The proposed ordinance would amend SPMC Section 17.52 by defining "electronic smoking device," and expanding the definition of "Smoking" (17.52 H) and the definition of "Tobacco product" (17.52 M) to include "electronic smoking device." Electronic smoking device means an electronic or battery-operated device, the use of which resembles smoking, which can be used to deliver nicotine or other substances to the person inhaling from the device. Electronic smoking device includes, but is not limited to, electronic cigarettes, electronic cigars, electronic cigarillos, electronic pipes and electronic hookahs. The amendment would thereby ensure electronic smoking devices are treated the same as tobacco products and prohibited anywhere smoking of tobacco is prohibited by local, state or federal law.

Legal Review

The City Attorney has 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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Ordinance Amending SPMC Section 17.52

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTIONS 17.52H (SMOKING) AND 17.52M
(TOBACCO PRODUCT) AND ADDING A NEW SECTION 17.52N
(ELECTRONIC SMOKING DEVICE) OF CHAPTER 17
(HEALTH AND SANITATION) OF THE SOUTH PASADENA
MUNICIPAL CODE TO REGULATE THE USE OF
ELECTRONIC SMOKING DEVICES

WHEREAS, cigarette smoking has been linked to various cancers and lung diseases and 440,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death; and

WHEREAS, the United States Environmental Protection Agency has found secondhand smoke to be a risk to public health and has classified secondhand smoke as a group A carcinogen, the most dangerous class of carcinogens; and

WHEREAS, while many struggle with nicotine and tobacco addiction, those seeking to quit their "habit" have sought several modes of treatment: medicine from their doctors, nicotine patches and in recent years, e-cigarettes; and

WHEREAS, e-cigarettes first entered the U.S. market in 2007 and are electronic inhalers meant to simulate cigarette smoking, which use a heating element that vaporizes a liquid solution, which may include nicotine; and

WHEREAS, although e-cigarettes have been advertised as a "safe" alternative to smoking, they are not currently regulated by the federal Food and Drug Administration (FDA), leaving the states and cities to adopt their own regulations; and

WHEREAS, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke; and

WHEREAS, FDA testing that found some e-cigarette devices contain toxins and carcinogens and subsequent scientific studies have also raised concern about the safety of electronic smoking devices to bystanders who involuntarily inhale the released vapor; and

WHEREAS, a recent scientific study found lead, nickel, and chromium (elements listed on the FDA's List of Harmful and Potentially Harmful Chemicals) in the vapors produced by electronic smoking devices, while another recent scientific study

confirmed that electronic smoking devices that contain nicotine also emit nicotine in the vapor that is released; and

WHEREAS, just 30 minutes of exposure to secondhand smoke is sufficient to damage blood vessels in a healthy nonsmoker; and

WHEREAS, in the United States, secondhand smoke is thought to cause about 46,000 heart disease deaths each year; and

WHEREAS, several states have adopted legislation banning the sale of e-cigarettes to minors; and

WHEREAS, electronic smoking devices and other unapproved nicotine delivery products have a high appeal to youth due to their high tech design and availability in child-friendly flavors like cotton candy, bubble gum, chocolate chip cookie dough, and cookies and cream milkshake, and represent a calculated attempt by e-cigarette manufacturers to entice children and young adults to purchase and use their devices and constitute an indirect marketing campaign which targets youth; and

WHEREAS, the Center for Disease Control and Prevention (CDC) in a report released on September 5, 2013 stated that in 2011, 4.7% of all high school students had tried e-cigarettes and that in 2012, that percentage more than doubled to 10.0% of all high school students; and

WHEREAS, included in its study, the CDC also reported that these same minors also admitted to smoking conventional cigarettes at the same time; and

WHEREAS, Tim McAfee, M.D., M.P.H., the Director of the CDC Office on Smoking and Health, stated the "increased use of e-cigarettes by teens is deeply troubling. Nicotine is a highly addictive drug. Many teens who start with e-cigarettes may be condemned to struggling with a lifelong addiction to nicotine and conventional cigarettes;" and

WHEREAS, according to Tim McAfee, M.D., M.P.H., the Director of the CDC Office on Smoking and Health, "it should be the goal of all to protect the health of our youth and to keep them from experimenting or using any tobacco product. These dramatic increases in usage suggest that developing strategies to prevent marketing, sales, and use of e-cigarettes among youth is critical;" and

WHEREAS, the City Council of the City of South Pasadena finds that the public health and safety of its citizens, particularly its youth, is being endangered by the lack of comprehensive regulation of the sale of e-cigarettes, and that regulation of the distribution and sale of e-cigarettes is a legitimate role of the government relating to the welfare of its citizens.

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

SECTION 1. The above recitals constitute findings of the City Council of the City of South Pasadena.

SECTION 2. The following sub-sections H (Smoking) and M (Tobacco Product) of South Pasadena Municipal Code Section 17.52 (Definitions) of Article V (Smoking Prohibited) of Chapter 17 (Health and Sanitation) are amended to read:

H. "Smoking" means either (1) the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco, nicotine or other combustible substance in any form or (2) inhaling or exhaling upon, vaporizing, or otherwise using any electronic smoking device.

M. "Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, e-cigarettes, electronic smoking devices (whether or not they actually contain nicotine), cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion.

SECTION 3. A new sub-section N (Electronic Smoking Device) of South Pasadena Municipal Code Section 17.52 (Definitions) of Article V (Smoking Prohibited) of Chapter 17 (Health and Sanitation) is added to read:

N. "Electronic smoking device" means an electronic and/or battery-operated device, cartridge or component, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances to the user in the form of a vapor, including but not limited to any device manufactured, distributed, marketed, or sold as an "e-cigarette" or electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, alternative nicotine product or any other product name or descriptor. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

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

SUBJECT: **Second Reading and Adoption of an Ordinance Amending Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council, read by title only for second reading, waive further reading and adopt an ordinance to amend Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code (SPMC) related to citywide construction hours.

Fiscal Impact

There is no fiscal impact to implementation of this amendment to the SPMC.

Commission Review and Recommendation

On October 16, 2013, the recommendations of the Southwest Monterey Hills Planning Study Citizens' Committee (Committee) were approved by City Council.

Background

On May 16, 2012, the City Council approved reconstituting the Committee to meet and to report back to the City Council on what it would take to implement the Committee's recommendations that were approved by the City Council in August 2006.

On October 16, 2013, the City Council approved recommendations from the Committee, and approved citywide construction hours, which apply to construction taking place with a building permit.

The proposed ordinance was introduced for first reading at the November 5, 2014, City Council meeting. After discussion, the City Council recommended modifying construction hours as follows:

<u>Citywide Construction Hours</u>	<u>Citywide Construction Hours</u>	<u>Citywide Construction Hours</u>
Monday through Friday 8:00 a.m. – 7:00 p.m.	Saturday 9:00 a.m. – 7:00 p.m.	Sunday 10:00 a.m. – 6:00 p.m.

Additionally, as a cleanup measure, Section 19A.13 (e) related to the construction of the Pasadena Metro Blue Line will be removed in its entirety as it is no longer relevant. Ordinance No. 2095, adopted 2001, provides that “this subsection shall be effective only until December 31, 2003, and upon that date shall be repealed...”

Analysis

Staff has prepared an ordinance amending SPMC Section 19A.13 to read as follows:

19A.13 Construction of Building and Projects

- (a) It is unlawful for any person to perform any construction activity within a residential zone or within five hundred feet thereof on Monday through Friday before eight a.m. and after seven p.m., Saturday before nine a.m. and after seven p.m., and on Sunday before ten a.m. and after six p.m.
- (b) For the purpose of this section, “construction activity” is activity requiring a building permit and defined to include, but is not limited to, the operation of any manual, electric or pneumatic hammer, saw, shovel, hoist, derrick or any other device used in the performance of site preparation, assembly, repair, demolition, alteration or similar action on structures, right-of-ways, or land.
- (c) The prohibition of this section shall not apply to emergency work as defined in Article 1 of this chapter.

Legal Review

The City Attorney has reviewed this item and prepared the attached proposed ordinance.

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: Ordinance amending SPMC Section 19A.13

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS
AND PROJECTS) OF ARTICLE 3 (CONSTRUCTION) OF
CHAPTER 19A (NOISE REGULATION) OF THE
SOUTH PASADENA MUNICIPAL CODE**

WHEREAS, on October 16, 2013, the City Council approved the recommendations made by the Southwest Monterey Hills Citizens' Committee; and

WHEREAS, the City Council directed staff to implement the recommendations through the appropriate actions; and

WHEREAS, this ordinance will uniformly regulate hours of construction throughout the City of South Pasadena.

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

SECTION 1. South Pasadena Municipal Code Section 19A.13 (Construction of buildings and projects) of Article 3 (Construction), of Chapter 19A (Noise Regulation) is amended to read:

19A.13 Construction of building and projects.

- (a) It is unlawful for any person to perform any construction activity within a residential zone or within five hundred feet thereof on Monday through Friday before eight a.m. and after seven p.m., Saturday before nine a.m. and after seven p.m., and on Sunday before ten a.m. and after six p.m.
- (b) For the purposes of this section, "construction activity" is activity requiring a building permit and defined to include, but is not limited to, the operation of any manual, electric or pneumatic hammer, saw, shovel, hoist, derrick or any other device used in the performance of site preparation, assembly, repair, demolition, alteration or similar action on structures, rights-of-way, or land.
- (c) The prohibition of this section shall not apply to emergency work as defined in Article 1 of this chapter.

SECTION 2. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SA*

FROM: Paul Toor, P.E., Public Works Director *PT*
John Wolitarsky, Water Facilities Project Manager *JAW*

SUBJECT: **Award of Contract to Arcadis for Construction Management and Inspection Services for the Garfield Reservoir Replacement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated September 2, 2014, from Arcadis for construction management and inspection services for the Garfield Reservoir Replacement Project;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with Arcadis for a not-to-exceed amount of \$664,000.

Fiscal Impact

There are sufficient funds available in account 500-9266 to cover the cost of this contract

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 Garfield Reservoir Replacement 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 (SPMC) provides that professional service contracts, such as the herein agreement, are exempt from the bidding process. This section of the SPMC does require, "if possible," that the City obtain three quotations before awarding the contract. In July 2014, a request for proposals (RFP) was sent to six consulting engineering firms experienced in construction management and inspection of reservoir projects. The RFP was also placed on the City's website to generate additional interest. The following

request for proposals:

Dudek, Pasadena, CA
Arcadis, Los Angeles, CA
Civil Source, Irvine, CA
Hill International, Ontario, CA.
Psomas Engineering, Los Angeles, 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.

The proposals were evaluated by staff and ranked Arcadis as the best qualified firm. After reviewing the proposals, the fee for the proposed services was negotiated and the recommended fee is just and reasonable.

Arcadis is a qualified firm specializing in reservoirs and providing construction management and inspection services to municipal agencies. They have provided similar construction management and inspection services to the City of Los Angeles and the City of Glendale, as well as on the soon to be completed Wilson Reservoir Project. All the references for the consultant were found satisfactory. Staff recommendation is to award this contract to Arcadis.

Legal Review

The City Attorney has not reviewed this agenda item however; the professional services agreement has been reviewed, which incorporates 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
ARCADIS**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and ARCADIS U.S., INC. (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for construction management and inspections services for the construction of the Garfield Reservoir Replacement 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 Oscar Gonzalez, 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 shall perform the services described in Exhibit "A" Scope of Services for the flat rate of \$664,000

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 \$664,000. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$531,200 (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:

Sergio Gonzalez, 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 November 19, 2014 ("Effective Date") and shall remain in effect until April 15, 2017, 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 Oscar Gonzalez 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:

Oscar Gonzalez
Arcadis U.S., Inc.
445 S. Figueroa, Suite 3650
Los Angeles, CA 90071

IF TO CITY:

Sergio Gonzalez
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 , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, 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 alleges or 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 and appointed officials, officers, agents, 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 volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. 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.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives

its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. 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: _____

ARCADIS U.S., INC.

By: _____
Oscar Gonzalez, P.E.

Federal ID No. _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



Infrastructure Water Environment Buildings

ARCADIS U.S., Inc.
445 S. Figueroa, Ste. 3650
Los Angeles
California 90071
Tel 213 468 9884
www.arcadis-us.com

City of South Pasadena
Public Works Department
Attn: John Wolitarsky, Water Project Manager
1414 Mission Street
South Pasadena, California 91030

Subject:

Fee Proposal for Construction Management and Inspection Services for Garfield Reservoir Replacement Project

Water Division

Dear Mr. Wolitarsky:

Enclosed is our cost proposal for the construction management and inspection services for the Garfield Reservoir Replacement Project.

Date:
October 29, 2014

Our cost proposal includes a not-to-exceed fee. The fee summary includes a total cost breakdown for all required tasks of the project.

Contact:
Oscar Gonzalez

In developing our scope of work and cost proposal for this project, we have carefully considered the various phases associated with these types of projects. We feel that our scope reflects a level of effort consistent with that understanding

Phone:
213.379.3471

Our cost proposal covers the scope of work presented in the City of South Pasadena's Request for Proposal. Our total proposed cost is \$664,000. This total includes all labor, sub-consultants, administrative, overhead, incidentals, and all other items as listed in the scope of work. The page, following this letter, presents our detailed breakdown of our proposed fees.

Email:
Oscar. Gonzalez@
arcadis-us.com

The following assumptions were considered in developing our fees:

- Per Section III – Project Objectives and Scope of Services, on the RFP, we provided a budget to address all of the scope items, including full time inspection to ensure compliance with the construction contract, during all phases of work.
- The contractor will work 8 hours Monday thru Friday for the contract duration.
- There will be no contract time extensions.
- The contract time is 27 months.

If you have any questions about any element of this fee proposal, we would appreciate the opportunity to discuss them with you at your convenience. We look forward to working with you on this project. Please feel free to contact Oscar Gonzalez at (213) 379-2471 or by email at oscar.gonzalez@arcadis-us.com



Sincerely,

ARCADIS U.S., Inc.

A handwritten signature in cursive script that reads "Oscar Gonzalez".

Oscar Gonzalez, PE
Construction Manager

Task	Labor Categories						Sub	Sub	Total Hours	Total Cost
	Construction Manager (Gonzalez)	Resident Engineer (Flynn)	Resident Engineer (Lee)	IT Technician (Kozakiewicz)	Technical Advisor (Esmilla)	Resident Engineer (Singh)		AKD (Claims Avoidance, Ash Dhingra)		
Quality Care	\$225	\$110	\$150	\$100	\$225	\$85		\$270	248	\$73,656
Construction/Project Management	772				0				772	\$173,700
Resident Engineering/Inspection		2524				1200			3724	\$379,640
Document Control			88	20		88			196	\$22,680
Project Closeout	8	16	16			8			48	\$6,640
									0	\$0
									0	\$0
Travel/Other										\$7,684
Total Hours	780	2540	104	20	0	1296	0	248	4988	
Total Cost	\$175,500	\$279,400	\$15,600	\$2,000	\$0	\$110,160	\$0	\$73,656		\$664,000

*There is a 10% mark-up on sub-consultants

EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: 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 or operations 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. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. 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.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: 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.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Paul Toor, P.E., Public Works Director *PT*
John A. Wolitarsky, Water Project Manager *JAW*
SUBJECT: **Award of Contract to Kennedy/Jenks Consultants for
Construction Engineering Support Services for the Garfield
Reservoir Replacement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated October 29, 2014 from Kennedy/Jenks Consultants for construction engineering support services for the Garfield Reservoir Replacement Project; and
2. Authorize the City Manager to execute an agreement with Kennedy/Jenks Consultants for a not-to exceed amount of \$289,000.

Fiscal Impact

There are sufficient funds available in account 500-9666 for the construction of this project.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The scope of work includes construction engineering support services for the construction of the Garfield Reservoir Replacement Project, which is being considered for approval under a separate item on tonight's City Council meeting agenda. More specifically, the scope of work involves reviewing of Contractor submittals, responses to Contractor requests for information (RFI), review of materials testing results, preparation of as-built drawings, and assistance with technical issues related to the project.

Analysis

Section 2.99-29(12) of the South Pasadena Municipal Code (SMPC) provides that professional service contracts, such as the herein agreement, are exempt from the bidding process. This section of the SPMC does require, "if possible," that the City obtain three quotations before awarding the contract. However, because Kennedy/Jenks Consultants is the engineer of record for the engineering

design plans for this project, they are uniquely qualified to provide the construction engineering support services for this project. It is prudent for the City to engage the services of Kennedy/Jenks as they are intimately familiar with the project details. Consideration of another engineering firm is not in the best interest of the City. The fee proposal submitted by the consultant has been negotiated and is reasonable with respect to the scope of work.

Kennedy/Jenks Consultants is a well recognized and award winning engineering firm that has done similar projects for other public agencies. They have an excellent reputation in the engineering industry.

Legal Review

The City Attorney has not reviewed this agenda item however; the professional services agreement has been reviewed, which incorporates 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
KENNEDY/JENKS CONSULTANTS

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and KENNEDY/JENKS CONSULTANTS (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for construction engineering support services for the construction of the Garfield Reservoir Replacement 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 Sridhar Sadasivan, 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 shall perform the services described in Exhibit "A" Scope of Services for the flat rate of \$289,000.

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 \$289,000. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$231,200 (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:

Sergio Gonzalez, 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 November 19, 2014 ("Effective Date") and shall remain in effect until April 15, 2017, 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 Sridhar Sadasivan 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:

Sridhar Sadasivan, S.E, P.E.
Kennedy/Jenks Consultants
300 N. Lake Avenue, Suite 1020
Pasadena, CA 91101

IF TO CITY:

Sergio Gonzalez
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 , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, 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 alleges or 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 and appointed officials, officers, agents, 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 volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. 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.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives

its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. 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: _____

KENNEDY/JENKS CONSULTANTS

By: _____
Sridhar Sadasivan, S.E, P.E.
So. California Operations Manager

Federal ID No. _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Kennedy/Jenks Consultants
Engineers & Scientists

300 N. Lake Avenue, Suite 1020
Pasadena, CA 91101
626-568-4300
FAX: 626-683-8934

29 October 2014

Mr. Paul Toor, P.E.
Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030-3298

Subject: Construction Support Services Proposal for the Garfield Reservoir Replacement
Project
K/J 1179004*01

Dear Mr. Toor:

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to submit this proposal to provide engineering services for construction support services for the Garfield Reservoir Replacement Project. This project includes demolition of the existing reservoir and pump station, construction of two new partially-buried, cast-in-place concrete reservoirs (total 6.5 million gallons), new pump station, Water Distribution Yard 2-story building, associated site improvements, and off-site sewer and storm drain pipelines. This proposal provides our proposed scope of work and not-to-exceed fee estimate for these services.

SCOPE OF SERVICES

Task 1 – Construction Support Services

1.1 Pre-Construction Meeting

Kennedy/Jenks will attend one (1) pre-construction meeting. The pre-construction meeting will be attended by the City, Kennedy/Jenks, the Construction Manager (CM) and the contractor. The pre-construction meeting will provide the opportunity for a complete review of the Contract Documents by all parties prior to starting work. In conjunction with City staff and the CM, Kennedy/Jenks will be prepared to respond to questions regarding the Contract Document requirements, including special project requirements.

1.2 Monthly Construction Meetings

Kennedy/Jenks will attend construction meetings on an approximate monthly basis to participate in construction meetings run by the City's Construction Manager, observe construction, and answer job-site questions. Our scope of work is based on attending 27 site visits over the course of construction. It is anticipated that Kennedy/Jenks' Electrical/I&C Engineer will attend two of these site visits and that Jordan, Gilbert & Bain, as a sub-consultant to Kennedy/Jenks, will attend one meeting/site visit for landscaping and irrigation issues.

1.3 Submittal Review

Kennedy/Jenks will review and approval project submittals to ensure compliance with the construction drawings and specifications. Based upon the final plans (136 sheets) and specifications (over 800 pages), we anticipate approximately 170 submittals will be reviewed as initial submittals and 80 as re-submittals, for a total of 250 submittals.

Kennedy/Jenks will coordinate and process each submittal and maintain a submittal log. The submittal log will be maintained by an appropriate numbering system, such as the Contractor's submittal number and the specification section. The log will track the number of days taken to review or respond to each submittal. Kennedy/Jenks will review submittals within 14 calendar days.

Jordan, Gilbert & Bain, as a sub-consultant to Kennedy/Jenks, will review and respond to submittals. The 250 submittals include the landscape and irrigation submittals.

Kennedy/Jenks will also review the project O&M Manuals, assumed to be delivered in two submittals with one round of re-submittals.

1.4 Requests for Information

Kennedy/Jenks will assist with preparing responses to requests for information (RFIs) from the contractor regarding the Contract Documents to ensure that the improvements and related facilities are constructed in compliance with same. An RFI log will be created and maintained. Our scope of work is based on receiving and responding to 120 RFI's. Kennedy/Jenks will respond to RFI's within 7 calendar days in support of the construction schedule.

Jordan, Gilbert & Bain, as a sub-consultant to Kennedy/Jenks, will review and respond to RFIs related to landscape and irrigation. The 120 RFI's include the landscape and irrigation RFI's.

1.5 Design Clarifications

Kennedy/Jenks will prepare modifications to the contract documents (plans and specifications) in support of change orders including minor changes to the reservoir structure and surrounding grading, and relocation of the sewer connection from the Los Angeles County sewer manhole at the site entrance to the City of South Pasadena sewer at Hardison Place approximately 400 feet

south. The sewer re-location design will include new plan and profile, an intermediate manhole, and associated details.

1.6 Change Order Support

Kennedy/Jenks will assist City staff with review of requests for contract change orders received from the contractor to determine if said requests are warranted. If a change order request is not warranted, we will assist City staff in preparing a rejection letter to the contractor. If a change order request appears justified, Kennedy/Jenks will evaluate proposed costs and review the change with City staff and assist with preparing a contract change order for processing by the City. Certain change order requests may result in the need for design clarifications, although the number and level of effort is difficult to estimate in advance. The scope of this task includes review and responding to contract change orders and preparing design clarifications with a total level of effort up to 100 hours.

1.7 Start-Up Support

Kennedy/Jenks will provide as-needed assistance during start-up and testing for the reservoir, chlorination system, and pump station. Kennedy/Jenks will review the Contractor's Start-up Plan, attend review/coordination meetings in advance of start-up, coordinate and attend start-up of the facilities, and provide a written field report. The Contractor will provide representatives from the various equipment suppliers during the start-up and testing period. Kennedy/Jenks' responsibility will be to observe and assist the City's Construction Manager and City staff to verify compliance with the contract documents.

Kennedy/Jenks' level of effort is based on attending two (2) start-up review/coordination meetings (Civil/Mechanical Engineer) with one of the meetings attended by the Electrical/I&C Engineer, communicating by conference call(s) and email regarding startup scheduling, and attending two (2) start-up and testing periods that may extend up to eight (8) hours for each period (Civil/Mechanical Engineer and/or Electrical/I&C Engineer). The budget is based on a total of 30 hours.

1.8 Record Drawings

Following construction, Kennedy/Jenks will prepare a complete set of record drawings in accordance with the City's final drawings requirements. The drawings will be prepared based on field changes documented by the City's Inspector and the contractor, and changes resulting from RFI's, clarifications and contract change orders.

1.9 Project Management

This task addresses the management responsibilities associated with proper scheduling review, budget control, invoice preparation and coordination with the City, the City's Construction Manager, and Kennedy/Jenks' project team throughout construction.

1.10 Quality Assurance and Quality Control

Kennedy/Jenks will perform an independent review of all submittals including record drawings, shop drawings, RFI's, clarifications, and change orders.

FEE ESTIMATE

Kennedy/Jenks proposes to perform the services described above on a time and materials basis under a Custom Hourly Rate Schedule (attached) based on current 2014 rates with a 12% discount and held constant through 2015, and a 3% cost escalation for 2016.

The not-to-exceed fee is \$289,000 in accordance with the enclosed fee spreadsheet. With this amendment, the contract amount will be revised from \$678,752 to \$967,752.

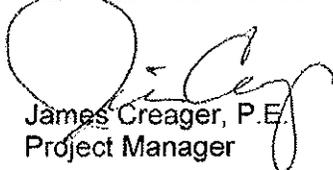
Our scope of work is based on the understanding that the City will retain a 3rd party Construction Manager to provide construction inspection and observation, construction staking, permit assistance, and coordination with SCE, Pasadena School District, and others. In addition the City will retain a geotechnical firm for geotechnical services and materials testing.

The level and duration of effort required for construction period activities often varies depending on a number of factors (i.e., contractor cooperation, unexpected construction issues, weather related complications, work limitations on adjacent property, cultural artifact discovery, etc.). It is possible that the level of effort expended could be less than or greater than budgeted. This is particularly true if the contractor does not complete construction on time, or if more than one mobilization is required. Kennedy/Jenks will keep the City informed of budget status as the construction progresses. It is understood that augmentation or modification of the scope, budget, and schedule for any of the work proposed in this phase of the project will require notification, discussion, and approval by both parties.

Please feel free to contact me at (626) 568-4322 or David at (626) 568-4302 should you have any questions regarding this amendment request. Kennedy/Jenks appreciates the opportunity to continue working on this important project.

Very truly yours,

KENNEDY/JENKS CONSULTANTS


James Creager, P.E.
Project Manager


David Ferguson, Ph.D., P.E.
Los Angeles Area Marketing Manager

Enclosures: Custom Rate Schedule
Fee Spreadsheet

Client/Address: City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030-3298

Contract/Proposal Date: ContractProposalDate

Custom Schedule of Charges

Date: October 28, 2014

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$110
Designer-Senior Technician	\$135
Engineer-Scientist-Specialist 1	\$115
Engineer-Scientist-Specialist 2	\$125
Engineer-Scientist-Specialist 3	\$140
Engineer-Scientist-Specialist 4	\$155
Engineer-Scientist-Specialist 5	\$170
Engineer-Scientist-Specialist 6	\$190
Engineer-Scientist-Specialist 7	\$210
Engineer-Scientist-Specialist 8	\$220
Engineer-Scientist-Specialist 9	\$235
Project Administrator	\$90
Administrative Assistant	\$78
Aide	\$65

In addition to the above Hourly Rates, a 0% Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 0% for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective November 19, 2014 through December 31, 2015. After December 31, 2015, invoices will reflect a 3% average increase per year.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of South Pasadena

PROJECT Description: Garfield Reservoir Replacement - Construction Support Services

Proposal/Job Number: 1179004*01 Date: 10/28/2014

Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Designer	CAD	CAD	Project Admin.	Admin. Assist.	Total	KJ	KJ	Sub	KJ	KJ	KJ	Total Subs	Total Expenses	Total Labor + Subs + Expenses
	Hourly Rate:	\$235	\$220	\$210	\$190	\$170	\$155	\$140	\$125	\$0	\$135	\$90	\$110	\$80	\$78	Hours	Total Labor Fees	Comm. Charges & ODC's 0%	Gilbert & Bain Landscaping Fees	Sub-Markup 0%	ODCs Fees			
Task 1 - Construction Support Services																								
1.1 - Pre-Construction Meeting	4		4												8	\$1,760	\$0		\$0	\$100	\$0	\$0	\$100	\$1,860
1.2 - Monthly Meetings (27)	82		6		6										98	\$21,800	\$0	\$400	\$0	\$460	\$0	\$400	\$460	\$22,740
1.3 - Submittal Review (170)	28	30	38		112	112	100	80					4	40	694	\$95,160	\$0	\$900	\$0	\$0	\$0	\$500	\$0	\$96,660
1.3a - Re-Submittal Review (80)	2	4	20		16	24	20	22						12	120	\$18,476	\$0	\$100	\$0	\$0	\$0	\$100	\$0	\$18,576
1.3b - O&M Manual Review	4					2	16							22	22	\$3,490	\$0		\$0	\$0	\$0	\$0	\$0	\$3,490
1.4 - Requests for Information (120)	28	20	70		50	50	50	50		20				22	360	\$59,596	\$0	\$400	\$0	\$0	\$0	\$400	\$0	\$59,996
1.5 - Design Clarifications	4		28			24		14						2	192	\$25,846	\$0		\$0	\$100	\$0	\$0	\$100	\$25,746
1.6 - Change Order Support	4	4	30		15	20	24							2	160	\$17,456	\$0		\$0	\$50	\$0	\$0	\$50	\$17,506
1.7 - Start-up Support (30 hours)	16		8			8								30	30	\$6,280	\$0		\$0	\$150	\$0	\$0	\$150	\$6,430
1.8 - Record Drawings			4			6						136		146	146	\$16,730	\$0		\$0	\$0	\$0	\$0	\$0	\$16,730
1.9 - Project Management	28		8			3							24	2	70	\$11,816	\$0		\$0	\$0	\$0	\$0	\$0	\$11,816
1.10 - QA/QC	6	6		30										42	42	\$8,430	\$0		\$0	\$0	\$0	\$0	\$0	\$8,430
All Tasks Total	206	64	266	30	194	260	210	186	0	20	0	260	24	80	1780	\$286,740	\$0	\$1,400	\$0	\$860	\$0	\$1,400	\$860	\$289,000

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

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. 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.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: 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.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
John A. Wolitarsky, Water Project Manager 

SUBJECT: **Award of Contract to Ninyo & Moore for Geotechnical and Material Testing Services for the Garfield Reservoir Replacement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated September 2, 2014, from Ninyo & Moore for geotechnical services for the Garfield Reservoir Replacement Project;
2. Reject all other proposals received; and
3. Authorized the City Manager to execute an agreement with Ninyo & Moore for a not-to exceed amount of \$144,606.

Fiscal Impact

There are sufficient funds available in account 500-9266 to cover the cost of these services.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The scope of work includes the geotechnical and material testing services required for the successful completion of the Garfield Reservoir Replacement 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 (SPMC) provides that professional service contracts, such as the herein agreement, are exempt from the bidding process. This section of the SPMC does require, "if possible," that the City obtain three quotations before awarding the contract. In July 2014, a request for proposals (RFP) was advertised on the City's website, on the Integrated Marketing System, and direct-mailed to selected consulting firms experienced in geotechnical services for municipal capital improvement projects. The following firms responded to

the request for proposals:

Ninyo & Moore, Irvine, CA
Group Delta Consultant, Inc., Torrance, CA
Twining, Inc., Long Beach, CA
Converse Consultants, Monrovia, CA
Leighton Consulting, Inc., Irvine, CA
Fugro Consultants, Inc., Los Angeles, 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.

Ninyo & Moore is a qualified, small firm specializing in providing consultant services in geotechnical engineering, construction inspection and testing, engineering geology and other general civil engineering services to municipal agencies. They have provided similar geotechnical service to the City of Ontario, and several recent City projects: Wilson Reservoir Replacement Project, Orange Grove Street Improvement Project, Hawthorne Street Improvement Project, Rollin Street Improvement Project, Mission Street Improvement Project, Mound Avenue Street Improvement Project, Park Avenue Street Improvement Project, Oxley Street Improvement Project, Hanscom Avenue Street Improvement Project Phase II, Via Del Rey Street Improvement Project, Pasadena Avenue Street Improvement Project Phase I, Pasadena Avenue Street Improvement Project Phase II, Mountain View Street Improvement Project, and Marmion Way Street Improvement Project. Staff has checked Ninyo & Moore's references and has found them to be satisfactory. Staff recommendation is to award this contract to Ninyo & Moore.

Legal Review

The City Attorney has reviewed the agreement, which incorporates 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
NINYO & MOORE**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and NINYO & MOORE ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for geotechnical and material testing services for the Garfield Reservoir Replacement 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 Kurt S. Yoshii, 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 shall perform the services described in Exhibit "A" Scope of Services for the flat rate of \$144,606

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 \$144,606. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$115,685 (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:

Sergio Gonzalez, 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 November 19, 2014 ("Effective Date") and shall remain in effect until April 15, 2017, 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 Kurt S. Yoshii 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:

Kurt S. Yoshii
Ninyo & Moore
355 S. Grand Avenue, Suite 2450
Los Angeles, CA 90071

IF TO CITY:

Sergio Gonzalez
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 , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, 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 alleges or 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 and appointed officials, officers, agents, 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 volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. 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.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives

its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. 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: _____

NINYO & MOORE

By: _____
Kurt S. Yoshii, Principal Engineer

Federal ID No. _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

October 28, 2014
Proposal No. P-16549

Mr. John Wolitarsky
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

Subject: Revised Not-to-Exceed Fee and Schedule of Hourly Rates
Proposal for Material Testing Services
Garfield Reservoir Replacement Project
City of South Pasadena, California

References: Ninyo & Moore, 2014a, Proposal for Material Testing Services for Garfield Reservoir Replacement Project, City of South Pasadena, California: Proposal No. P-16549, dated September 2.

Ninyo & Moore, 2014b, Not-to-Exceed Fee and Schedule of Hourly Rates, Proposal for Materials Testing Services for Garfield Reservoir Replacement Project, City of South Pasadena, California: Proposal No. P-16549, (separated sealed submittal) dated September 2.

Dear Mr. Wolitarsky:

Based on our recent conversations with you, we have revised our Not-to-Exceed Fee (attached Table 1) and our submitting it along with our previously submitted Schedule of Fees and Schedule of Fees for Laboratory Testing. We previously submitted our proposed scope of services, summary of qualifications and project organization in the above-referenced proposal dated September 2, 2014.

Our services for the scope of work described in our referenced proposal will be provided on a lump sum basis in accordance with our Schedule of Fees. Our not-to-exceed fee is \$144,600,00 (one hundred forty-four thousand six hundred dollars) and is based on the assumed hours and tests shown in the breakdown of our fee presented in Table 1.

Ninyo & Moore appreciates the opportunity to submit this proposal and we look forward to working with you. If you have any questions regarding our cost proposal or require additional information, please contact me at your convenience.

Respectfully submitted,
NINYO & MOORE



Kurt S. Yoshii, PE, GE
Principal Engineer

RMB/KSY/rad

Attachments: Table 1 – Breakdown of Fee
Schedule of Fees
Schedule of Fees for Laboratory Testing

Distribution: 1 (Addressee)

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

PROJECT COORDINATION, MANAGEMENT AND TECHNICAL SUPPORT			
Principal Engineer	12 hours @	\$ 154.00 /hour	\$ 1,848.00
Senior Project Engineer/Geologist	75 hours @	\$ 145.00 /hour	\$ 10,875.00
Subtotal			\$ 12,723.00

FIELD SERVICES			
Senior Project Engineer/Geologist	30 hours @	\$ 145.00 /hour	\$ 4,350.00
Field Technician			
Earthwork and Backfill Observation and Testing	250 hours @	\$ 81.00 /hour	\$ 20,250.00
Concrete Sampling and Testing	260 hours @	\$ 81.00 /hour	\$ 21,060.00
Mortar and Grout Testing	80 hours @	\$ 81.00 /hour	\$ 6,480.00
Aggregate Base and AC Pavement Testing	40 hours @	\$ 81.00 /hour	\$ 3,240.00
Field Special Inspector			
Reinforced Masonry Inspection	160 hours @	\$ 81.00 /hour	\$ 12,960.00
Welding and Bolting Inspection	100 hours @	\$ 81.00 /hour	\$ 8,100.00
Non-Destructive Examination	30 hours @	\$ 87.00 /hour	\$ 2,610.00
Anchor Bolt Load and/or Torque Testing	40 hours @	\$ 89.00 /hour	\$ 3,560.00
Sample Pick-up	90 hours @	\$ 81.00 /hour	\$ 7,290.00
Vehicle and Equipment Usage	1080 hours @	\$ 10.00 /hour	\$ 10,800.00
Subtotal			\$ 100,700.00

LABORATORY ANALYSES			
Proctor Density	8 tests @	\$ 180.00 /test	\$ 1,440.00
Sieve Analysis	4 tests @	\$ 110.00 /test	\$ 440.00
Sand Equivalent	4 tests @	\$ 90.00 /test	\$ 360.00
Expansion Index	2 tests @	\$ 165.00 /test	\$ 330.00
Concrete Total Batch	2 tests @	\$ 750.00 /test	\$ 1,500.00
Concrete Compressive Strength	360 tests @	\$ 22.00 /test	\$ 7,920.00
Concrete Dry Linear Shrinkage	40 tests @	\$ 250.00 /test	\$ 10,000.00
Grout and Mortar Compressive Strength	100 tests @	\$ 30.00 /test	\$ 3,000.00
Masonry Composite Prisms	30 tests @	\$ 110.00 /test	\$ 3,300.00
Subtotal			\$ 28,290.00

INTERIM AND FINAL REPORT PREPARATION			
Principal Engineer	4 hours @	\$ 154.00 /hour	\$ 616.00
Senior Project Engineer/Geologist	9 hours @	\$ 145.00 /hour	\$ 1,305.00
CAD Operator	8 hours @	\$ 78.00 /hour	\$ 624.00
Data Processor	6 hours @	\$ 58.00 /hour	\$ 348.00
Subtotal			\$ 2,893.00

TOTAL ESTIMATED FEE			\$ 144,606.00
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SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 154
Senior Engineer/Geologist/Environmental Scientist.....	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist	\$ 145
Project Engineer/Geologist/Environmental Scientist.....	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 128
Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
GIS Analyst	\$ 120
Field Operations Manager	\$ 95
Supervisory Technician*	\$ 88
Nondestructive Examination Technician*, UT, MT, LP	\$ 87
Senior Field/Laboratory Technician*	\$ 81
Field/Laboratory Technician*	\$ 81
ACI Concrete Technician*	\$ 81
Concrete/Asphalt Batch Plant Inspector*	\$ 81
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 81
Technical Illustrator/CAD Operator.....	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 66
Information Specialist.....	\$ 66
Data Processing, Technical Editing, or Reproduction.....	\$ 58

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage.....	\$ 120 /day
Anchor load test equipment (includes technician)	\$ 89 /hr
Hand Auger Equipment	\$ 55 /day
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Level D Personal Protective Equipment (per person per day)	\$ 25 /p/d
Rebar Locator (Pachometer).....	\$ 22 /hr
Nuclear Density Gauge Usage.....	\$ 12 /hr
Field Vehicle Usage.....	\$ 10 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204	\$ 145	Cement Analysis Chemical and Physical, C 109	\$ 1,650
California Bearing Ratio (CBR), D 1883	\$ 440	Compression Tests, 6x12 Cylinder, C 39	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135	Concrete Mix Design Review, Job Spec	\$ 140
Consolidation, D 2435, CT 219	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Consolidation – Time Rate, D 2435, CT 219	\$ 70	Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Direct Shear – Remolded, D 3080	\$ 290	Drying Shrinkage, C 157	\$ 250
Direct Shear – Undisturbed, D 3080	\$ 250	Flexural Test, C 78	\$ 50
Durability Index, CT 229	\$ 150	Flexural Test, C 293	\$ 55
Expansion Index, D 4829, UBC 18-2	\$ 165	Flexural Test, CT 523	\$ 60
Expansion Potential (Method A), D 4546	\$ 145	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Expansive Pressure (Method C), D 4546	\$ 145	Jobsite Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 165	Lightweight Concrete Fill, Compression, C 495	\$ 40
Hydraulic Conductivity, D 5084	\$ 300	Petrographic Analysis, C 856	\$ 1,100
Hydrometer Analysis, D 422, CT 203	\$ 190	Splitting Tensile Strength, C 496	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110	Reinforcing and Structural Steel	
Moisture Only, D 2216, CT 226	\$ 30	Fireproofing Density Test, UBC 7-6	\$ 55
Moisture and Density, D 2937	\$ 39	Hardness Test, Rockwell, A-370	\$ 50
Permeability, CH, D 2434, CT 220	\$ 230	High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 120
pH and Resistivity, CT 643	\$ 140	Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Proctor Density D 1557, D 698, CT 216, &	\$ 180	Pre-Stress Strand (7 wire), A 416	\$ 140
AASHTO T-180 (Rock corrections add \$80)		Chemical Analysis, A-36, A-615	\$ 120
R-value, D 2844, CT 301	\$ 250	Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50
Sand Equivalent, D 2419, CT 217	\$ 90	Structural Steel Tensile Test: Up to 200,000 lbs.	
Sieve Analysis, D 422, CT 202	\$ 110	(machining extra), A 370	\$ 70
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 55
Specific Gravity, D 854	\$ 90	Asphalt Concrete	
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800	Asphalt Mix Design, Caltrans	\$ 2,200
Triaxial Shear, C.D, D 4767, T 297	\$ 390	Asphalt Mix Design Review, Job Spec	\$ 150
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 330	Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 215
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 190	Film Stripping, CT 302	\$ 100
Triaxial Shear, U.U., D 2850	\$ 140	Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Unconfined Compression, D 2166, T 208	\$ 100	Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Wax Density, D 1188	\$ 90	Maximum Theoretical Unit Weight, D 2041	\$ 120
Roofing		Swell, CT 305	\$ 165
Built-up Roofing, cut-out samples, D 2829	\$ 165	Unit Weight sample or core, D 2726, CT 308	\$ 90
Roofing Materials Analysis, D 2829	\$ 500	Aggregates	
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190	Absorption, Coarse, C 127	\$ 35
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190	Absorption, Fine, C 128	\$ 35
Masonry		Clay Lumps and Friable Particles, C 142	\$ 100
Brick Absorption, 24-hour submersion, C 67	\$ 45	Cleaness Value, CT 227	\$ 120
Brick Absorption, 5-hour boiling, C 67	\$ 55	Crushed Particles, CT 205	\$ 140
Brick Absorption, 7-day, C 67	\$ 60	Durability, Coarse, CT 229	\$ 130
Brick Compression Test, C 67	\$ 45	Durability, Fine, CT 229	\$ 130
Brick Efflorescence, C 67	\$ 45	Los Angeles Abrasion, C 131 or C 535	\$ 180
Brick Modulus of Rupture, C 67	\$ 40	Mortar making properties of fine aggregate, C 87	\$ 275
Brick Moisture as received, C 67	\$ 35	Organic Impurities, C 40	\$ 55
Brick Saturation Coefficient, C 67	\$ 50	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Concrete Block Compression Test, 8x8x16, C 140	\$ 60	Sand Equivalent, CT 217	\$ 90
Concrete Block Conformance Package, C 90	\$ 440	Sieve Analysis, Coarse Aggregate, C 136	\$ 105
Concrete Block Linear Shrinkage, C 426	\$ 120	Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105
Concrete Block Unit Weight and Absorption, C 140	\$ 55	Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Cores, Compression or Shear Bond, CA Code	\$ 55	Specific Gravity, Coarse, C 127	\$ 75
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30	Specific Gravity, Fine, C 128	\$ 85
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30		
Masonry Prism, half size, compression, UBC 21-17	\$ 110		

EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: 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 or operations 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. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. 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.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: 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.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 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 *ACE*

SUBJECT: **Contract Amendment for Kabbara Engineering in the Amount of \$13,725 for the Collis Avenue, Hill Drive, and Chelten Way Street Improvement Project**

Recommendation

It is recommended that the City Council authorize the City Manager to sign a contract amendment in the amount of \$13,725 for additional engineering design services for the Collis Avenue, Hill Drive, and Chelten Way Street Improvement Project.

Fiscal Impact

Additional engineering design services will be funded from the Water Department Operation Account and there will be no impact to the City General funds.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On September 17, 2014 the City Council awarded a contract in the amount of \$60,760 to Kabbara Engineering for engineering design services for the Collis Avenue, Hill Drive, and Chelten Way Street Improvement Project. The proposed improvements include grind and overlay of damaged asphalt pavement, full reconstruction of the asphalt pavement, localized repairs of damaged asphalt, localized repairs of damaged sidewalk, driveways, curb and gutter, adjustment of manholes and utility covers, and replacement of water services, valves, and meter boxes.

Subsequent to awarding the design contract to Kabbara Engineering, the Water Department requested to increase the scope of work to include two adjacent street segments with deteriorating water mains on Hill Drive from Collis Avenue to Harriman Avenue and St. Albans Avenue from Hanscom Drive to Warwick Avenue. Additional work will require upsizing of the

existing 4-inch pipe to 8-inch pipe and adding additional fire hydrants to support the required fire flow in this area. Additional work will include street improvements for these added segments as well.

Analysis

The City requested a revised proposal from Kabbara Engineering on October 13, 2014. The additional scope of work includes designing of street improvements and water line replacements that require additional topographic survey, preparation of additional construction plans, and specification modifications. The sewer lining work originally scoped in this project will be repaired as a part of a citywide sewer lining project. Therefore, the City received a credit for deletion of the sewer lining work from the original proposal.

The proposal submitted by Kabbara Engineering is in line with similar engineering design services provided by other engineering firm for City agencies. The proposed fees are just and reasonable for the additional scope of work.

It is prudent to complete all the improvements within the project vicinity. Therefore, staff is recommending approval of the contract amendment.

Legal Review

The City Attorney has reviewed the amendment to 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. Amendment to Agreement
2. Location Map

ATTACHMENT 1
Amendment to Agreement

AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 19th day of November, 2014 by and between the CITY OF SOUTH PASADENA ("City") and KABBARA ENGINEERING ("Consultant").

RECITALS

WHEREAS, on September 17, 2014 the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for Consultant to provide Professional Engineering Design Services for the Collis Avenue, Hill Drive, and Chelton Way Street Improvement Project;

WHEREAS, the Agreement was for an initial amount of \$60,760;

WHEREAS, subsequent to the Consultant submitting a proposal to provide these to the City, the City increased the scope of water improvements to include additional water improvements between Hill Drive from Collis Avenue to Warrick Avenue;

WHEREAS, the costs for said additional Professional Engineering Design Services shall be in an amount not to exceed \$13,725.

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

1. PAYMENT FOR SERVICES. That Section 4 of the Agreement is hereby amended to read as follows:

City shall pay for the Professional Engineering Design Services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation". The total fees for the services shall not exceed the authorized amount of **\$74,485** (which includes the compensation for the original scope of services in the amount of \$60,760, and the compensation for the additional scope of services in the amount of \$13,725), unless the CITY has given specific advance approval in writing.

2. SCOPE OF SERVICES. That scope of work of the Agreement is hereby amended to include the attachments to this Amendment.

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

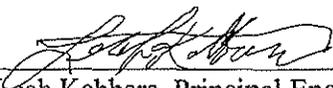
Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: November 4, 2014

KABBARA ENGINEERING

By: 
Leah Kabbara, Principal Engineer

APPROVED AS TO FORM:

Theresa L. Highsmith, City Attorney

K A B B A R A E N G I N E E R I N G

CIVIL ENGINEERING • LAND SURVEYING

October 13, 2014

City of South Pasadena
 Public Works Department
 1414 Mission Street
 South Pasadena, CA 91030

Attention: Mr. Alex Chou, P.E., Associate Civil Engineer

Subject: Addendum #1 Fee Proposal for Engineering Design Services for FY 14/15 Street Improvement Project No. 1 (Collis Avenue, Hill Drive & Chelten Way)

Dear Mr. Chou:

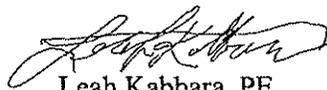
As requested, attached herewith for your review and consideration is our fee proposal per the attached Man-Hour Fee Schedule, including scope of work items, for the additional Professional Engineering Design Services, including extending the existing contracted Project No. 1 limits on Hill Drive from Collis Avenue to Warwick Avenue, an additional 750 l.f., elimination of the sewer improvements from all Project No. 1 streets, and the addition of 2,050 l.f. of water main improvements, as requested by the City Water Division to upgrade the existing 4"/6" water main to 8" DIP in Hill Drive within the extended limits from Collis Avenue to Warwick Avenue. Our total not-to-exceed fee proposal for the subject Addendum #1, is as follows:

Description	Total Fee
ADDENDUM #1 - PROJECT NO. 1 - Collis Avenue, Hill Drive & Chelten Way	
Kabbara Engineering	\$ 13,725.00
ADDENDUM #1 TOTAL FEE PROPOSAL	\$ 13,725.00

Please note that payment of any required permit or application fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of South Pasadena, and additional mobilization and office charges will be necessary if any change in management or significant extension of the project schedule occurs during the life of the contract.

Thank you for the opportunity to be of service. We look forward to working with you and your staff on this project. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING



Leah Kabbara, PE
 PRINCIPAL ENGINEER

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
CITY OF SOUTH PASADENA**

**ADDENDUM #1
FY 14/15 STREET IMPROVEMENT
PROJECT NO. 1 - COLLIS AVENUE, HILL DRIVE AND CHELTEN WAY**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer	Civil Designer	CAD Drafter	Clerical	TOTAL COST
Hourly Rate per Classification	\$145	\$140	\$200	\$135	\$80	\$75	\$60	
A. PROJECT ANALYSIS, REVIEW & MEETINGS								
1. KICK-OFF MEETING								\$0
2. RESEARCH & REVIEW EX. DOCUMENTS								\$0
3. PROGRESS MEETINGS (1)								\$0
4. PUBLIC OUTREACH MEETINGS (1)								\$0
SUBTOTAL COST								\$0
B. UTILITY INVESTIGATION								
1. UTILITY NOTIFICATIONS & COORDINATION								\$0
2. UTILITY NOTIFICATION LOG WITH COPIES OF ALL CORRESPONDENCE								\$0
SUBTOTAL COST								\$0
C. DESIGN SURVEY								
1. FIELD TOPO SURVEY & CROSS SECTIONS			8					\$1,600
2. PREPARE BASE PLANS (1"=20' SCALE)					4	8		\$920
SUBTOTAL COST								\$2,520
E1. PRELIMINARY DESIGN								
1. PRELIMINARY STREET IMPROVEMENT PLANS (20 SCALE), INCLUDING TITLE SHEET, LOCATION MAP, TYPICAL SECTIONS, CONSTRUCTION NOTES AND DETAILS (EST. 1 SHEET)				2	8	8		\$1,510
2. PRELIMINARY SEPARATE WATER MAIN IMPROVEMENT PLANS & PROFILES (20 SCALE)(EST. 5 SHEETS)				8	16	32		\$4,760
3. Optional Service: (NIC) PRELIMINARY SEWER IMPROVEMENT PLANS (20 SCALE) (TO BE INCLUDED ON STREET PLANS)								\$0
4. TRAFFIC SIGNING & STRIPING PLANS AT 40 SCALE DOUBLE PLAN VIEW (EST. 1 SHEET)						4		\$300
5. TRAFFIC CONTROL PLANS AT 40 SCALE DOUBLE PLAN VIEW (EST. 1 SHEET)						8		\$600

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
CITY OF SOUTH PASADENA**

**ADDENDUM #1
FY 14/15 STREET IMPROVEMENT
PROJECT NO. 1 - COLLIS AVENUE, HILL DRIVE AND CHELTEN WAY**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer	Civil Designer	CAD Drafter	Clerical	TOTAL COST
Hourly Rate per Classification	\$145	\$140	\$200	\$135	\$80	\$75	\$60	
6. PROJECT SPECIFICATIONS				4			8	\$1,020
7. OPINION OF PROBABLE CONSTRUCTION COSTS & QUANTITY CALCULATIONS				2	4			\$590
SUBTOTAL COST								\$8,780
E2. FINAL DESIGN								
1. FINAL STREET IMPROVEMENT PLANS				2	2	4		\$730
2. FINAL SEPARATE WATER IMPROVEMENT PLANS				8	8	16		\$2,920
3. (NIC) FINAL SEWER IMPROVEMENT PLANS								\$0
4. FINAL TRAFFIC SIGNING, STRIPING AND LOOP REPLACEMENT PLANS				1		4		\$435
5. FINAL TRAFFIC CONTROL PLANS				2	2	8		\$1,030
6. FINAL PROJECT SPECIFICATIONS				2			2	\$390
7. FINAL OPINION OF PROBABLE CONSTRUCTION COSTS				1	1			\$215
SUBTOTAL COST								\$5,720
E3. CONSTRUCTION DOCUMENTS								
1. FINALIZE PS&E ON MYLAR, WITH DIGITAL COPIES				1	1	2		\$365
SUBTOTAL COST								\$365
G. BIDDING AND CONSTRUCTION ENGINEERING SUPPORT SERVICES (HOURLY ESTIMATE)								
1. BIDDING & CONSTRUCTION ENGINEERING SUPPORT SERVICES (HOURLY ESTIMATE)								\$0
SUBTOTAL COST								\$0

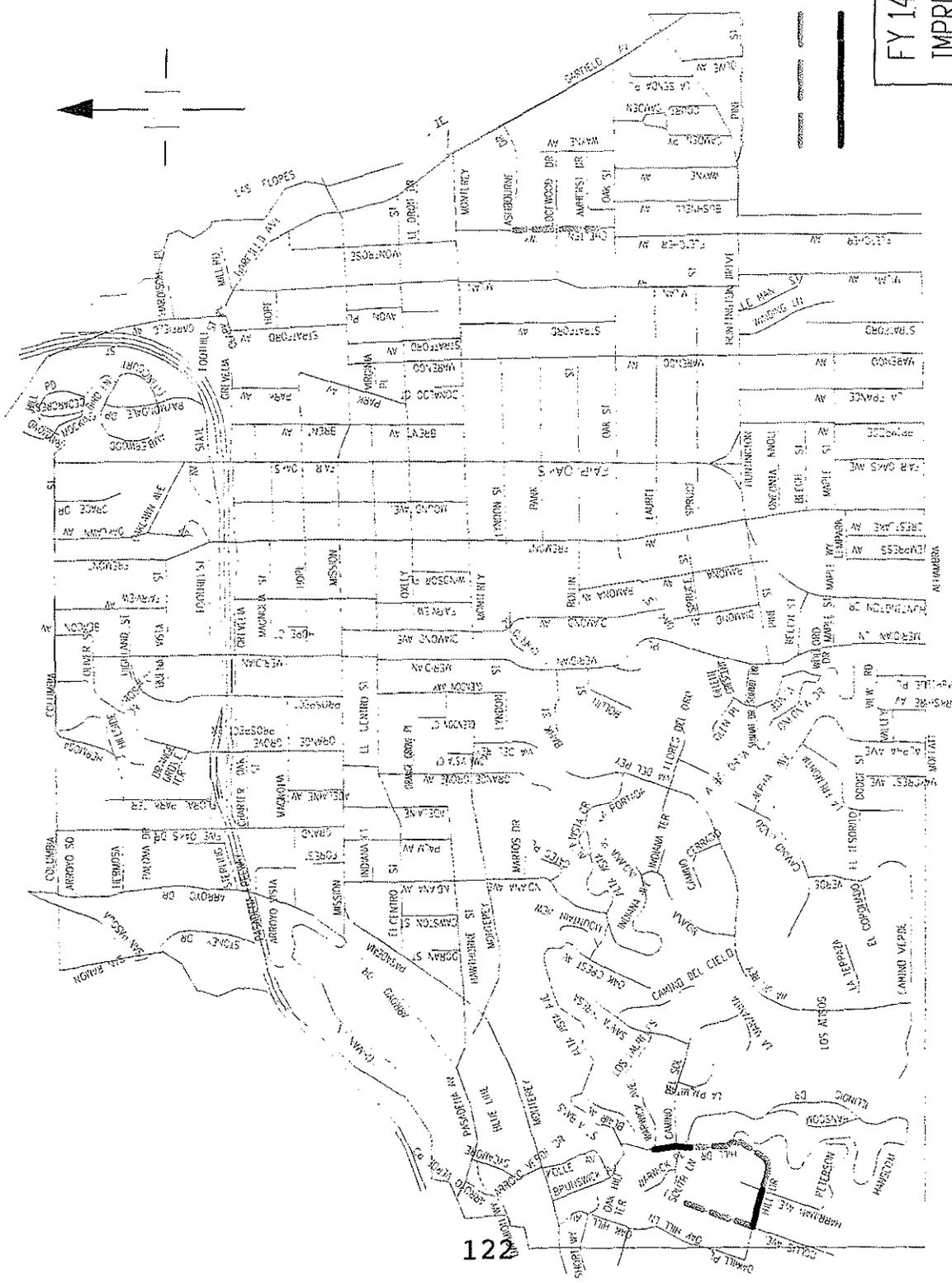
**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
CITY OF SOUTH PASADENA**

**ADDENDUM #1
FY 14/15 STREET IMPROVEMENT
PROJECT NO. 1 - COLLIS AVENUE, HILL DRIVE AND CHELTEN WAY**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer	Civil Designer	CAD Drafter	Clerical	TOTAL COST
Hourly Rate per Classification	\$145	\$140	\$200	\$135	\$80	\$75	\$60	
REIMBURSABLE EXPENSES								
1. REIMBURSABLE /REPROGRAPHIC EXPENSE ALLOWANCE, INCLUDING DELIVERIES, CERTIFIED MAILINGS, & PRINTS (CONSTRUCTION BID SETS NOT INCLUDED)								\$0
SUBTOTAL COST								\$0
ADDENDUM #1 TOTAL FEE PROPOSAL								\$17,385
LESS CREDIT FOR SEWER DESIGN TO BE UTILIZED FOR ADDENDUM #1 (FROM ORIGINAL CONTRACT AMOUNT)								(\$3,660)
GRAND TOTAL FEE PROPOSAL - ADDENDUM #1								\$13,725

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ATTACHMENT 2
Location Map



ORIGINAL SCOPE
 ADDITIONAL LOCATIONS
 FY 14-15 STREET
 IMPROVEMENT PROJECTS

City of South Pasadena Agenda Report

*Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

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

COUNCIL AGENDA: November 19, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SM*
FROM: Tracey Perkosky, Grants Analyst *TP*
SUBJECT: **Authorize the City Manager to Execute the Assignment and Assumption of Grant Agreement for the North East Trees' Arroyo Seco Trailhead and Pocket Park Project**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Assignment and Assumption of Grant Agreement and all related documents for the North East Trees' Arroyo Seco Trailhead and Pocket Park Project.

Fiscal Impact

The City will be responsible for maintaining the park in perpetuity. The park was designed to reduce ongoing maintenance costs as much as possible through the use of anti-graffiti coatings and water-wise plants. However, the exact annual costs are unknown as they are bundled into the City's annual maintenance agreement with TruGreen and West Coast Arborists.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

During the October 21, 2009 City Council Meeting, staff presented the proposed project from North East Trees, a non-profit organization located in Los Angeles. The original project was a proposed expansion of the South Pasadena Woodland and Wildlife Park (Nature Park). The expansion area is located between the Nature Park and the south end of the Golf Course driving range. During this meeting, a resolution was required indicating that the City would maintain the newly constructed park in perpetuity. Council approved the application 5-0. North East Trees applied directly to the Los Angeles County Regional Parks and Open Space District for the grant and it was awarded.

After the grant announcement, it was discovered there was a storm water drain coming from Pasadena Avenue through the proposed expansion area which required the construction of a swale or other capture basin to prevent runoff of heavy metals from the street into the Los

Angeles River Flood Control Channel. The existing water runoff also created a hazardous ditch in the proposed trail area. The former Public Works Director estimated the repair cost was over \$100,000. This was cost-prohibitive to fix for the City and not an eligible expense for the grant award. Therefore, City and North East Trees' staff worked to develop another project so that the grant funding would not be lost. The amendment to change the project into the Arroyo Seco Trailhead and Pocket Park was approved in June 2012. The City was informed that the commitment to maintain the project in perpetuity would remain.

Analysis

The Arroyo Seco Trailhead and Pocket Park grant funded the design and construction of a trail to connect to the Rim of the Valley Trail within City Limits including the installation of a seating area with a river rock seating wall and interpretative sign, installation of native plants and the installation of bird houses. This project is the first piece in the development of the larger Arroyo Seco Bicycle and Pedestrian Trail and was incorporated into the final design for that project.

Construction on the trailhead and pocket park was completed by North East Trees in late 2013 and the City has been maintaining the project since then. This Assumption Agreement is the formal process between the City and the Los Angeles County Regional Parks and Open Space District regarding care and maintenance in perpetuity.

Legal Review

The City Attorney has 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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Staff Report dated October 21, 2009
 - Exhibit A. Letter of Support for Grant Application
 - Exhibit B. Aerial Map of Proposed Project
 - Exhibit C. Minutes from October 12, 2009 Council Meeting
 - Exhibit D. Resolution No. 7076
2. Assignment and Assumption of Grant Agreement
3. Memorandum of Unrecorded Grant Project Agreement
4. Contract and Amendment for Grant No. 58M1-10-2243 between North East Trees and Los Angeles County Regional Park and Open Space District
5. Project Map

ATTACHMENT 1
Staff Report Dated October 21, 2009 with Exhibits

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 *JD for JD*
FROM: Sheila Pautsch, Community Services Director
Matt Sweeney, Public Works Director *MS for MS*
SUBJECT: **Partnership with North East Trees on a Trails Grant
Application in the amount of \$150,000**

Recommendation

Staff is seeking direction from the City Council on forming a partnership with North East Trees to expand the South Pasadena Nature Park and add new trails in the following ways:

1. North East Trees can submit an application for \$150,000 which expands the current Nature Park after the lease ends at the Golf Course. A required resolution and letter of support must also be approved.
2. This grant is supported through County Supervisor Antonovich's discretionary funds. The City may also wait until the next solicitation and submit an application at that time. Historically, solicitations are three years apart; the next cycle is anticipated around the time the current Golf Course lease ends.

Fiscal Impact

If a grant award is received, the City is responsible for maintaining the trails and related capital improvements in perpetuity. At this time, North East Trees does not have the project scoped out and, therefore, annual maintenance costs are unknown. The Finance Director has expressed concerns about moving forward with a grant application while staff is unable to calculate the full fiscal impact. The annual maintenance and operating costs for the trails expansion may significantly impact the General Fund.

North East Trees has requested that all permit/plan check fees be waived. Depending on the scope of the project and requirements, such as retaining walls, fees could be as much as \$750.

Commission Review and Recommendation

This item has not been reviewed by any Commission.

Background

Councilmember Cacciotti has requested that the City support North East Trees' efforts to expand the South Pasadena Nature Park via additional trails. North East Trees is a community based, grassroots, environmental non-profit 501(c)(3) organization based in Los Angeles. Their mission is "to restore nature's services in resource challenged communities, through a collaborative resource development, implementation, and stewardship process." They are a "design build" organization whose staff includes licensed professional arborists, landscape architects, landscape designers, and environmental scientists.

Staff from North East Trees stated that they would apply for the maximum award of \$150,000. No project scope is yet available which includes maps or length of proposed trails, signage, irrigation, plantings, etc. However, the attached aerial map shows the proposed trail area and its impact on the Golf Course driving range. If awarded, construction work could not begin until the Golf Course lease expires in July 2011.

Grant applications are due on October 29, 2009, with award decisions in early December 2009.

Analysis

City staff is continually seeking opportunities to expand the park system for residents and guests. Connecting the Rim of the Valley Trail to the City's existing trail system along the Golf Course is currently the 8th project on the Parks Commission Capital Projects list with an anticipated construction start date in 2011. The project includes the proposed moving of the poles and netting about 20 feet along the driving range to create the bike path and is estimated to cost \$250,000.

North East Trees is tentatively proposing that the Nature Park be expanded with a trail system and that the linking of the Rim of the Valley Trail to the City's existing trail system be a separate project. Staff recommends that if the City proceeds with a partnership that the application reflects building the new trail system, which connects to the City's existing trail system on the eastern end of the Golf Course. This would have the effect of closing a gap in the Rim of the Valley trail. Staff also recommends that North East Trees present the proposed new trails to the Parks Commission, Natural Resources and Environmental Commission, and the Friends of the Nature Park. The recommendations of these three groups, as well as those of City staff must be included in the final design. Staff and the Commissions and Friends groups have not yet been contacted for input on this proposed project.

The grant project period is three years. Design and public input for the project could begin immediately after the award, however construction cannot begin until July 2011 because of the current Golf Course lease. The completed project is required by the grantor to be maintained by the City in perpetuity. This annual cost is unknown until the project scope is finished and will come from the General Fund.

Partnership with North East Trees on a Trails Grant Application in the amount of \$150,000
October 21, 2009
Page 3 of 3

If Council directs staff not to partner with North East Trees for this grant application, City staff could file an application during the next grant cycle in approximately three years or explore a partnership with North East Trees or similar organization. During this time, City staff would work with the Parks and Recreation and Natural Resources and Environmental Commissions to design a project that both increases trails in the Nature Park and closes the gap in the Rim of the Valley Trail.

Legal Review

The City Attorney has reviewed this item and has approved the resolution 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. Resolution to Partner with North East Trees on Trails Grant Application
2. Letter of Support for Grant Application
3. Aerial Map of Proposed Project

EXHIBIT A
Letter of Support for Grant Application

October 21, 2009

Mr. Michael D'Annuncci
Executive Director
North East Trees
570 W. Avenue 26, Suite 200
Los Angeles, California 90065

Re: South Pasadena Nature Park Trail Extension

Dear Mr. D'Annuncci:

This letter is written in support of North East Trees (NET)'s application for grant funds to expand the South Pasadena Nature Park and create new trails, which will close a gap in the Rim of the Valley Trail. The park expansion is on property that is owned by the City of South Pasadena and is located in the Arroyo Seco.

The proposed project includes expanding the existing four acres adjacent to the South Pasadena Nature Park into an area that is part of a site now leased to a private concessionaire for golf course facilities. As such, while design work can begin immediately, construction will begin in July 2011 when the current lease expires. The scope of work includes design and construction and the proposed improvements will extend the existing pedestrian trail and provide new planting, irrigation, and an interpretive element to add educational benefit.

The City will work closely with NET to ensure that public input is a key component of the Park expansion. The recommendations of the Parks Commission, the Natural Resources and Environmental Commission and the Friends of the Nature Park will be included in the final design. The enhancements will provide added recreation opportunities for local citizens, as well as increase the capacity of the site to sustain wildlife.

The City of South Pasadena is committed to maintaining the park extension in perpetuity, per the guidelines of the grant.

Sincerely,

David Sifuentes
Mayor

EXHIBIT B
Aerial Map of Proposed Project

EXHIBIT C

Minutes from October 12, 2009 Council Meeting

The Los Angeles resolution is not helpful to the City, he said. "Route neutral" is what has been helpful, he said, since other cities are now being considered for the proposed tunnel. This is why the City now has allies. The City's existing resolution already states the City's opposition to the freeway going through various communities; the proposed resolution, he said, is duplicative, unnecessary and in terms of strategy, this may not be the right time to adopt such a resolution. Mayor Sifuentes said that since the Los Angeles resolution has not passed, the resolution could be denied and the language could change. Joining others may not prove to be beneficial, he said.

Mayor Sifuentes and Councilmember Cacciotti inquired about whether Special Counsel was consulted. Transportation Manager Woods said that due to the time frame, Special Counsel Tony Rossmann had not been consulted.

Councilmember Ten said that Los Angeles does not object to the tunnel being built through South Pasadena. Los Angeles objects to the multi-mode approach, which contains provision for a 710 extension to Mission Road, which will add daily capacity of 120,000. In addition, the "Figueroa extended multi-mode corridor will add capacity of 34,000 daily trips by augmenting Figueroa" he said.

By roll call vote (4 noes; 1 aye, Mayor Pro tem Schneider), the Council defeated a motion to adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, OPPOSING AN EXTENSION OF THE SR-710 BY EXPLORING A TUNNEL OPTION THROUGH ZONES 1, 2, AND 3.

(Schneider, Cacciotti)

By consensus, as proposed by Councilmember Cacciotti and seconded by Mayor Sifuentes, the Council directed that Special Counsel Tony Rossmann and consultant Mike Roos be consulted following any action that the City of Los Angeles takes on the proposed resolution opposing an extension of the SR-710 freeway through Zones 1 and 2.

**PARTNERSHIP WITH
NORTH EAST TREES ON**

Public Works Director Sweeney presented the staff report on a partnership with North East Trees on a trails

**A TRAILS GRANT
APPLICATION IN THE
AMOUNT OF \$150,000**

RESOLUTION NO. 7076

grant application. He and Councilmember Cacciotti responded to questions that followed.

Mayor Sifuentes opened the public comment period.

Sonia Nicholson, 1209 Oak Hill Avenue, Project Manager, North East Trees, said the maximum amount is being applied for, \$150,000, which will provide funds to design and complete construction in the Nature Park and to look at a schematic design for extending the bike path along the Golf Course driving range. She said that she contacted Barbara Eisenstein of the Friends of the Nature Park, who supports the project and is willing to work with the group. She said North East Trees is known for its outreach efforts in communities.

Mayor Sifuentes closed the public comment period.

By roll call vote (5 ayes), the Council adopted Resolution No. 7076, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE NORTH EAST TREES APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPENSOURCE DISTRICT FOR FIFTH SUPERVISORIAL DISTRICT EXCESS FUNDING FOR SOUTH PASADENA NATURE PARK TRAIL EXPANSION, authorizing North East Trees to submit an application for \$150,000 to expand the existing Arroyo Seco Wildlife and Woodland Park after the Golf Course lease ends in 2011. They approved the proposed letter of support to North East Trees to be signed by Mayor Sifuentes. They directed that when the grant is being executed, several yards be left at the eastern part of the Golf Course to provide flexibility in the event that the driving range fence needs to be moved back.

(Cacciotti, Schneider)

**RESOLUTION NO. 7077
APPROVING THE FORM
OF AND AUTHORIZING
THE EXECUTION AND
DELIVERY OF A
PURCHASE AND SALE
AGREEMENT AND
RELATED DOCUMENTS
WITH RESPECT TO THE**

Finance Director Thai presented the staff report on the proposed Proposition 1A sale resolution and purchase and sale agreement. The State is borrowing 8% of property tax revenues under an emergency situation, he said, and California Communities, a Joint Powers Authority sponsored by the League of California Cities and other organizations, is offering a bond securitization program. This enables the City to receive its property tax proceeds, and the State will repay the bondholders by

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EXHIBIT D
Resolution No. 7076

RESOLUTION NO. 7076**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING THE NORTH EAST TREES APPLICATION FOR
GRANT FUNDS FROM THE LOS ANGELES COUNTY
REGIONAL PARK AND OPENSOURCE DISTRICT FOR FIFTH
SUPERVISORIAL DISTRICT EXCESS FUNDING FOR SOUTH
PASADENA NATURE PARK TRAIL EXPANSION**

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for funds under the Propositions; and

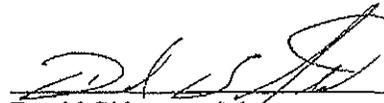
WHEREAS, the District's procedures require the City of South Pasadena to certify by resolution, the approval of the application submitted by North East Trees for a project on City-owned land before submission of said application to the District.

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

SECTION 1. The City of South Pasadena approves the filing of an application by North East Trees for a project on City-owned land with the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Excess Funds for the above project.

SECTION 2. Certifies that the City of South Pasadena has, or will have, sufficient funds to operate and maintain the project in perpetuity.

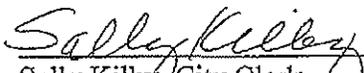
PASSED, APPROVED AND ADOPTED ON this 21st day of October, 2009.



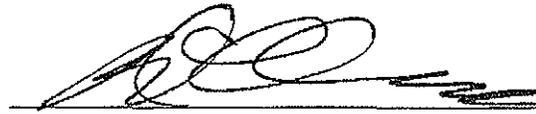
David Sifuentes, Mayor

ATTEST:

APPROVED AS TO FORM:



Sally Kilby, City Clerk



Richard L. Adams II, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 21st day of October, 2009, by the following vote:

AYES: Cacciotti, Putnam, Schneider, Ten and Mayor Sifuentes

NOES: None

ABSENT: None

ABSTAINED: None



Sally Kilby, City Clerk

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ATTACHMENT 2
Assignment and Assumption of Grant Agreement

**ASSIGNMENT AND ASSUMPTION
OF
GRANT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (Assignment), dated for reference purposes only as of October 14, 2014, is made by and among the Los Angeles County Regional Park And Open Space District (District), a California Special District; Northeast Trees (NET), a non profit public benefit corporation; and City of South Pasadena (South Pasadena), a California municipal corporation.

RECITALS

A. On March 17, 2010 NET and the District entered into Grant Agreement 58M1-10-2243 (Grant Agreement), for the the design and construction of a trail to connect to the Rim of the Valley Trail in the City of South Pasadena including the installation of a seating area with a river rock seating wall and interpretive sign; installation of native plants; and the installation of bird houses (Project).

B. Following completion of the Project, NET wishes to assign its obligations under the Grant Agreement to South Pasadena. South Pasadena has agreed to accept the assignment and assume the obligations of NET as Grantee under the Grant Agreement. The District is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.

C. South Pasadena has agreed to execute, and submit to the District for recording, a Memorandum of Unrecorded Grant Agreement concurrently with this Assignment to provide constructive notice of the obligations of South Pasadena as Grantee under the Grant Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, NET, South Pasadena, and the District hereby agree to the following:

1. **Assignment and Assumption.** NET hereby assigns, conveys and transfers to South Pasadena all right, title, interest, and obligations of NET as Grantee under the Grant Agreement. South Pasadena hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Agreement and assumes all obligations of Grantee arising under the Grant Agreement.

2. **Consent to Assignment, Assumption and Release.** District consents to the assignment by NET to South Pasadena, and to the assumption by South Pasadena of all rights, title, interest and obligations of NET as Grantee under the Grant Agreement.

3. **Memorandum of Unrecorded Grant Agreement.** South Pasadena agrees to execute, and submit to the District for recording, an original Memorandum of Unrecorded Grant Agreement concurrently with this Assignment.

4. **Use and Transfer of Real Property.** It is the intent of the parties that the Property shall be held, used, operated, maintained and managed in accordance with the Grant Agreement. South Pasadena shall not sell, transfer, exchange or otherwise convey the Property (including any portion of it or any interest in it) (each, a "Transfer") except in compliance with Sections D.9 and D.10 of the Grant Agreement.

5. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date), and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of NET, South Pasadena and the District shall be those set forth in the Grant Agreement.

6. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, District, NET, and South Pasadena have executed this Assignment and Assumption of Grant Agreement as set forth below.

**LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT**, a California
Special District

Dated: _____, 201_

By: _____
Russ Guiney
Director

Northeast Trees, a non profit public benefit
corporation

Dated: 10-17-14, 201_

By: 
Mark Kenyon
Executive Director

City of South Pasadena, a California municipal
corporation

Dated: _____, 201_

By: _____
Sergio Gonzalez
City Manager

APPROVED AS TO FORM:

MARK SALADINO
County Counsel

By: 
CHRISTINA A. SALSEDA
Principal Deputy County Counsel

ATTACHMENT 3
Memorandum of Unrecorded Grant Project Agreement

RECORDING REQUESTED BY:
COUNTY OF LOS ANGELES

MAIL TO:
Los Angeles County Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, CA 90020
Attention: Administration Section

(Space above this line for Recorder's use.)
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383.
DO NOT MAIL TAX STATEMENTS TO THE ADDRESS ABOVE

MEMORANDUM OF UNRECORDED GRANT PROJECT AGREEMENT

This Memorandum of Unrecorded Grant Project Agreement (this "Memorandum"), dated as of November 19, 2014, is recorded to provide notice of the requirements of an agreement between the Los Angeles County Regional Park and Open Space District (the "District") and the City of South Pasadena (the "Grantee").

RECITALS

- On or about November 19, 2014, the District and the Grantee entered into a certain Grant Project Agreement No. 58M1-10-2243 (the "Agreement"), pursuant to which the District granted to the Grantee certain funds for the acquisition of or development of certain real property, described more particularly in Attachment A (the "Real Property").
- The Agreement imposes on the Grantee certain obligations with respect to the Real Property.
- This Memorandum is intended to provide notice that the Grantee is in default of the Agreement if the Real Property is sold or otherwise disposed of without adherence to section D.9, and other relevant sections, of the Agreement.

NOTICE

- Section J.2 of the Agreement requires that the Grantee maintain and operate the Real Property. In the event that the Grantee sells or otherwise disposes of the Real Property, section D.9 of the Agreement generally requires that the Grantee reimburse the District an amount equal to the greater of (a) the amount of grant monies provided under the Agreement, if applicable; (b) the fair market value of the Real Property; or (c) the proceeds from the Real Property.
- For additional terms and conditions of the Agreement, reference should be made to the Agreement, which is on file with the Los Angeles County Regional Park and Open Space District, 510 South Vermont Avenue, Room 230, Los Angeles, CA 90020.
- Other Grant Project Agreements between the District and the Grantee may impose similar requirements.

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT

GRANTEE: City of South Pasadena
Print Agency or Organization Name

By: _____
Signature Date

Print Name and Title

By: _____
Signature Date
Sergio Gonzalez, City Manager
Print Name and Title

ATTACHMENT 4
Contract and Amendment for Grant No. 58M1-10-2243
between North East Trees and Los Angeles County
Regional Park and Open Space District

Project Agreement
Los Angeles County Regional Park and Open Space District Grant
Excess Funds - Compet. Grant Program

(From Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992, and the Safe Neighborhood Parks of 1996 ("the 1996 Proposition"), which voters approved on November 5, 1996)

Grant No. 58M1-10-2243

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: North East Trees

Project Name: South Pasadena Nature Park Trail Extension Project

Grant Amount: One hundred fifty thousand dollars (\$150,000.00)

Awarded pursuant to Funding Identification Code 4. h. 5. D..

Description of Project:

Design and construction of an expansion to the existing South Pasadena Nature Park, part of the Arroyo Seco Trail system, including a new path, seat wall, interpretive sign, native planting and irrigation.

Project Performance Period: FROM: January 19, 2010 TO: March 31, 2012

Special Provisions

Non-profit organizations must comply with applicable provisions of California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" including applicable provisions of the 2004 Non-profit Integrity Act, SB 1262. Non-profit organizations must complete and return the Charitable Contribution Certification (Exhibit B-3 to Procedural Guide) to the District before the project agreement, as applies, is executed. Failure to comply with the provisions of the Charitable Purposes Act may be cause for termination of the grant.

General Provisions

A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement.
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the Funding Identification Code as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until

completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.

2. The term of this Agreement is from the date of execution by both parties through June 30, 2019.
3. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District.
4. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk, or a copy of the Notice of Exemption filed with, and stamped by, the County Clerk if the Project is categorically exempt.
5. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
6. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

7. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority, women, disadvantaged and disabled veteran owned businesses to participate

in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority, women, disadvantaged and disabled veteran contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority, women, disadvantaged and disabled veteran participation and percentage of minority, women, disadvantaged and disabled veteran ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority, women, disadvantaged and disabled veteran participation and percentage of minority, women, disadvantaged and disabled veteran ownership in each firm participating in the bidding process.

8. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
9. Grantee agrees to permit the District to make periodic site visits to determine if development work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
10. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
11. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
12. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
13. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the

grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:

- a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Grantee agrees that any gross income earned from non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project.

5. Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site for a period of twenty (20) years from the date of this Agreement. Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.
6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such

terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

9. If Grantee sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 9 of this Agreement.

E. Project Termination

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension of all obligations of the District hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District

of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement.

5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.

F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

The Regional Park and Open Space District
c/o The Department of Parks and Recreation
433 South Vermont Avenue, Fourth Floor
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of

expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by specific act of the Board of Supervisors as governing body of the District and under the terms and conditions of the Propositions.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions.
3. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except where that access may interfere with resource protection.

K. Nondiscrimination

1. Grantee agrees that any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under the Propositions shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13 of the 1996 Proposition. The grantee shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

IN WITNESS WHEREOF, Grantee and District have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: 
Signature of Authorized Representative

Title: Executive Director

Date: 3/8/10

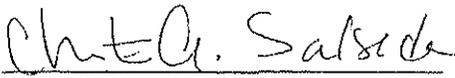
LOS ANGELES COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT:

By: 
Director, Parks and Recreation

Date: 3/12/10

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: 
CHRISTINA A. SALSEDA
Senior Deputy County Counsel

Grant No. 58M1-10-2243

Amendment No. 1 to Project Agreement
Los Angeles County Regional Park and Open Space District
Excess Funds - Competitive Grant Program
South Pasadena Nature Park Trail Extension Project

Grant No.: 58M1-10-2243

The North East Trees ("The Grantee") and the Los Angeles County Regional Park and Open Space District ("The District") do hereby amend Project Agreement No. 58M1-10-2243 ("the Agreement") as follows:

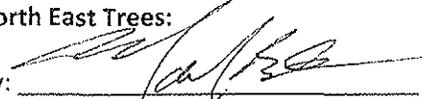
Old Project Name: South Pasadena Nature Park Trail Extension Project
Revised Project Name: Arroyo Seco Trailhead and Pocket Park Project

Old Project Description: Design and construction of an expansion to the existing South Pasadena Nature Park, part of the Arroyo Seco Trail system, including a new path, seat wall, interpretive sign, native planting and irrigation.

Revised Project Description: The design and construction of a trail to connect to the Rim of the Valley Trail in the City of South Pasadena including the installation of a seating area with a river rock seating wall and interpretive sign; installation of native plants; and the installation of bird houses.

Old Performance Period End: March 31, 2012
Revised Performance Period End: October 31, 2013

North East Trees:

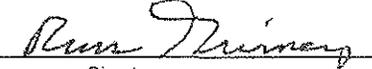
By:  Title: EXECUTIVE DIRECTOR Date: 6-19-12
Signature of Authorized Representative

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By: 
CHRISTINA A. SALSEDA
Principal Deputy County Counsel

**LOS ANGELES COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT:**

By: 
Director

Date: 6-25-12

ATTACHMENT 5
Project Map

Arroyo Seco Trailhead & Pocket Park

City of South Pasadena, CA



City of South Pasadena

Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Tracey Perkosky, Grants Analyst 

SUBJECT: **Authorize the City Manager to Execute Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds Between City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority**

Recommendation

It is recommended that the City Council:

1. Approve the exchange of Federal Surface Transportation Program – Local (STP-L) funds for flexible Los Angeles County Metropolitan Transportation Authority (LACMTA) STP-L flexible funds; and
2. Authorize the City Manager to execute the agreement and all related documents.

Fiscal Impact

If this agreement is approved, the City will receive \$380,921 into Fund 208. LACMTA will deduct an administrative fee of \$7,618.42 or 2% of the total, reducing the total to \$373,302.58. The monies can be immediately spent on allowable transportation-related projects without additional federal authorization.

If this agreement is not approved, \$148,088 is at risk of deobligation if not programmed by the end of the Federal Fiscal Year (FFY).

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In early June 2014, staff received confirmation from LACMTA that the City has \$380,921 in unobligated federal transportation funds, \$148,088 of which will lapse on September 30, 2015. All of the federal funds were a part of the extensions and reauthorization of the Transportation Equity Act (TEA) currently known as “MAP-21.” LACMTA is once again offering an exchange program of unobligated Federal STP-L funds, both current and lapsing, for flexible LACMTA STP-L funds. The City also successfully participated in the 2008 exchange program.

Analysis

LACMTA's exchange program was created to reduce the federal grants management and reporting burden on smaller cities utilizing STP-L funds. Currently Federal STP-L guidelines require funds to be programmed into the Federal Transportation Improvement Program (FTIP) and an E-76 or Authorization to Proceed must be approved by the California Department of Transportation (Caltrans) before work can begin on a project. The E-76 must be filed and approved each step of the way including Feasibility/Preliminary Engineering, Right of Way, and Construction. Federal STP-L funds are reimbursement based. An end of project audit is completed by Caltrans. Federal STP-L is also subject to the A-133 audit. These tasks are very labor intensive and add considerably to the administrative cost of a federally-funded project.

The flexible LACMTA STP-L funds are received as cash in advance of a project and the City can draw-down as needed. There is no reimbursement process, although the City may be randomly selected for an audit. Therefore, significantly less staff time will be spent managing the flexible LACMTA STP-L funds. In exchange, the City will provide a one-time administrative fee of 2% of the exchanged amount to LACMTA. Flexible STP-L funds can be used on any transportation project on a Federal-aid highway. Examples of eligible projects are design or construction for road rehabilitation or repaving and selected bicycle projects such as the design of the SR-110 Interchange or Monterey Road.

The City has \$148,088 in Federal STP-L funds which will lapse at the end of the FFY. The remaining funds will lapse on a rolling basis unless they are obligated to an approved project through the FTIP and E-76 authorization process. By entering into this exchange agreement, the expiring \$148,088 Federal STP-L, plus the City's future apportionment (under the current MAP-21 authorization) of Federal STP-L equivalent to make a total exchange of \$380,921 are assigned to LACMTA; City receives a total upfront distribution of \$373,302 in flexible LACMTA STP-L funds in "equal" exchange, minus the 2% administrative fee. If the LACMTA flexible funds are not encumbered or expended within 3 years of the date of the fully executed contract, then the City will have to pay back the flexible STP-L funds to LACMTA. If the funds are not repaid they will be deducted, in the following order, from the City's per capita allocations of Proposition A Local Return, Proposition C Local Return, and Measure R.

Legal Review

The City Attorney has 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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds (920000000STPLH02)

EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM — LOCAL FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds ("AGREEMENT"), is made and entered into as of October 23, 2014, by and between the City of South Pasadena ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. CITY is eligible for and has available Federal Surface Transportation Program-Local funds ("STP-L Funds").
- B. CITY desires to exchange \$380,921 of CITY's STP-L Funds for a like amount of LACMTA Local Transportation Funds ("LACMTA Funds").
- C. LACMTA is willing to exchange \$380,921 in LACMTA Funds for a like amount of CITY's STP-L Funds subject to the terms and conditions contained herein.
- D. An exchange of CITY's STP-L Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. CITY hereby assigns to LACMTA \$380,921 of CITY's STP-L Funds. LACMTA shall be authorized to deduct such amount from CITY's STP-L Fund balance. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds.
2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds for use on Federal-aid-eligible project(s), to be determined by LACMTA in its sole and absolute discretion.
3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amount of CITY's STP-L Fund Balance, as defined herein, which CITY's STP-L Fund Balance shows that CITY has sufficient STP-L Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$373,302 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Fund Balance" shall mean the amount of funds contained in CITY's STP-L Fund account as of the date that this

AGREEMENT is fully executed plus CITY's FY14 apportionment share of STP-L Funds. If the STP-L Fund Balance is insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future STP-L Funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds specified in paragraph 1 above.

4. CITY must complete an Automated Clearing House (ACH) form as provided in Exhibit A to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee ("the Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on STP-L-Eligible Projects by the Lapsing Date. For the purposes of this AGREEMENT, "the Lapsing Date" shall mean the date that is five (5) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

- A. For the purposes of this AGREEMENT, the term "STP-L-Eligible Project" shall mean any transportation capital improvement that would normally qualify for the STP-L program, provided however, that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
- B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract".
- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated STP-L balance funds, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, and then from CITY's Measure R local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable STP-L funds or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such local return funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY

intends to use a consultant or contractor to implement all or part of the STP-L-Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for CITY's own expenditures submitted to LACMTA for the STP-L-Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF SOUTH PASADENA:

Tracey Perkosky
City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: David Yale

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF SOUTH PASADENA

By: _____

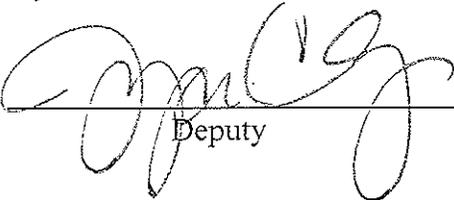
Arthur T. Leahy
Chief Executive Officer

By: _____

Sergio Gonzalez
City Manager

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

By: _____

APPROVAL RECOMMENDED:

By: _____

Dated: _____

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City of South Pasadena Agenda Report

*Marina Klubesriam, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pina, City Treasurer*

COUNCIL AGENDA: November 19, 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 *ACE*
SUBJECT: **Resolution Approving Final Parcel Map No. 72272 for 1128
Huntington Drive**

Recommendation

It is recommended that the City Council adopt the attached resolution (Attachment 1) approving the Final Parcel Map No. 72272 for 1128 Huntington Drive, and authorize the recordation of the Final Map (Attachment 2) with the Los Angeles County Registrar-Recorder/County Clerk.

Fiscal Impact

There is no fiscal impact to the City.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission at its meeting of August 26, 2013. The Planning Commission adopted P.C. Resolution No. 13-30 approving design review, a Conditional Use Permit, and Tentative Parcel Map for Project No. 1628-TPM (Attachment 3).

Background

This parcel map is for the construction of a new 3-unit condominium complex on a 9,542 square foot lot located at 1253 Huntington Drive.

The State of California Subdivision Map Act requires Tentative Map approval by the appropriate jurisdiction's Planning Commission, subject to the Conditions of Approval established by such body. The Planning Commission approved the Tentative Parcel Map, Project No. 1628-TPM, at its meeting of August 26, 2013. Planning Commission Resolution No. 11-06 contained the Conditions of Approval for the development that were established by the Planning and Building Department, the Public Works Department, and the Fire Department.

Resolution Approving Final Parcel Map No. 72272

November 19, 2014

Page 2 of 2

Analysis

The Final Map has been checked and approved for accuracy and compliance with the Subdivision Map Act by the Los Angeles County Department of Public Works Land Development Division. The project has complied with all Conditions of Approval and has completed all required off-site improvements. The Final Map is ready to be recorded upon the City Council's acceptance.

Legal Review

The City Attorney has 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 on the City's website and/or notice in the *South Pasadena Review*.

Attachments:

1. Resolution Approving Final Parcel Map No. 72272
2. Final Parcel Map No. 72272 (reduced copy)
3. Planning Commission Resolution No. 13-30 Approving the Tentative Map for Project No. 1628-TPM
Exhibit A: Conditions of Approval for Tentative Parcel Map No. 72272
Exhibit B: Conditions of Approval for Conditional Use Permit and Design Review

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING FINAL PARCEL MAP NO. 72272**

WHEREAS, Tentative Parcel Map for the subject subdivision was approved by the City of South Pasadena Planning Commission on August 26, 2013; and

WHEREAS, this approval was subject to the Conditions set forth in Exhibit "A," P.C. Resolution No. 13-30, Project No. 1628-TPM; and

WHEREAS, the City Council hereby finds that Conditions set forth in Exhibit "A" have been satisfied, or will be satisfied, as a condition of issuing Certificates of Occupancy, or will provide the City Surety Bonds prior to issuing Certificates of Occupancy; and

WHEREAS, the City Council hereby finds that the map conforms to the requirements of the Subdivision Map Act and the Subdivision Ordinance of the City of South Pasadena.

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

SECTION 1. The City Council hereby accepts and directs that Final Parcel Map No. 72272 be released for recordation with the Los Angeles County Registrar-Recorder's Office.

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 19th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk

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ATTACHMENT 2
Final Parcel Map

1 PARCEL
9,538 SQ. FT.

SHEET 1 OF 2 SHEETS

PARCEL MAP NO. 72272

IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 6, BLOCK
"H" OF THE ADDITION NO. 1 TO ONEONTA PARK, AS PER
MAP RECORDED IN BOOK 8, PAGE 42, OF MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
FOR CONDOMINIUM PURPOSES

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

1128 HUNTINGTON, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY, SUBDIVIDER

BY: [Signature]
ITS:

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON September 20, 2014, BEFORE ME, G. J. Brister,
A NOTARY PUBLIC, PERSONALLY APPEARED Susan T. Wu,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: [Signature]
PRINTED NAME: G. J. Brister
MY COMMISSION EXPIRES: Apr 27, 2019
MY COMMISSION NUMBER: 2062994
MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

RECORD OWNER :

1128 HUNTINGTON, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 3 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 72272 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

DATE _____
BY _____
DEPUTY

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

DATE _____
BY _____
DEPUTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN MARCH, 2014, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 1128 HUNTINGTON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON MAY 13, 2013. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS OR FOR ALL CENTERLINE THE MONUMENTS NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY.

[Signature] 9/22/2014
DATE
I, ROME A. ROGERS
L.S. NO. 5336
EXP. 12-31-2014



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N 01° 30' 00" E OF THE CENTERLINE OF HUNTINGTON DRIVE AS SHOWN ON TRACT NO. 44795, FILED IN BOOK 1138, PAGES 31 AND 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF SOUTH PASADENA APPLICABLE AT THE TIME OF APPROVAL OF TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 66450 (a)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

BY: _____
(PRINT NAME) DATE
CITY ENGINEER, CITY OF SOUTH PASADENA
R.C.E. NO. _____ EXPIRES: _____

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SOUTH PASADENA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF SOUTH PASADENA DATE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA BY MOTION PASSED ON _____ APPROVED THE ATTACHED MAP.

CITY CLERK, CITY OF SOUTH PASADENA DATE

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY ENGINEER

BY: _____, DEPUTY DATE
L.S. NO. _____ EXP: _____

PARCEL MAP NO. 72272

IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES,

STATE OF CALIFORNIA

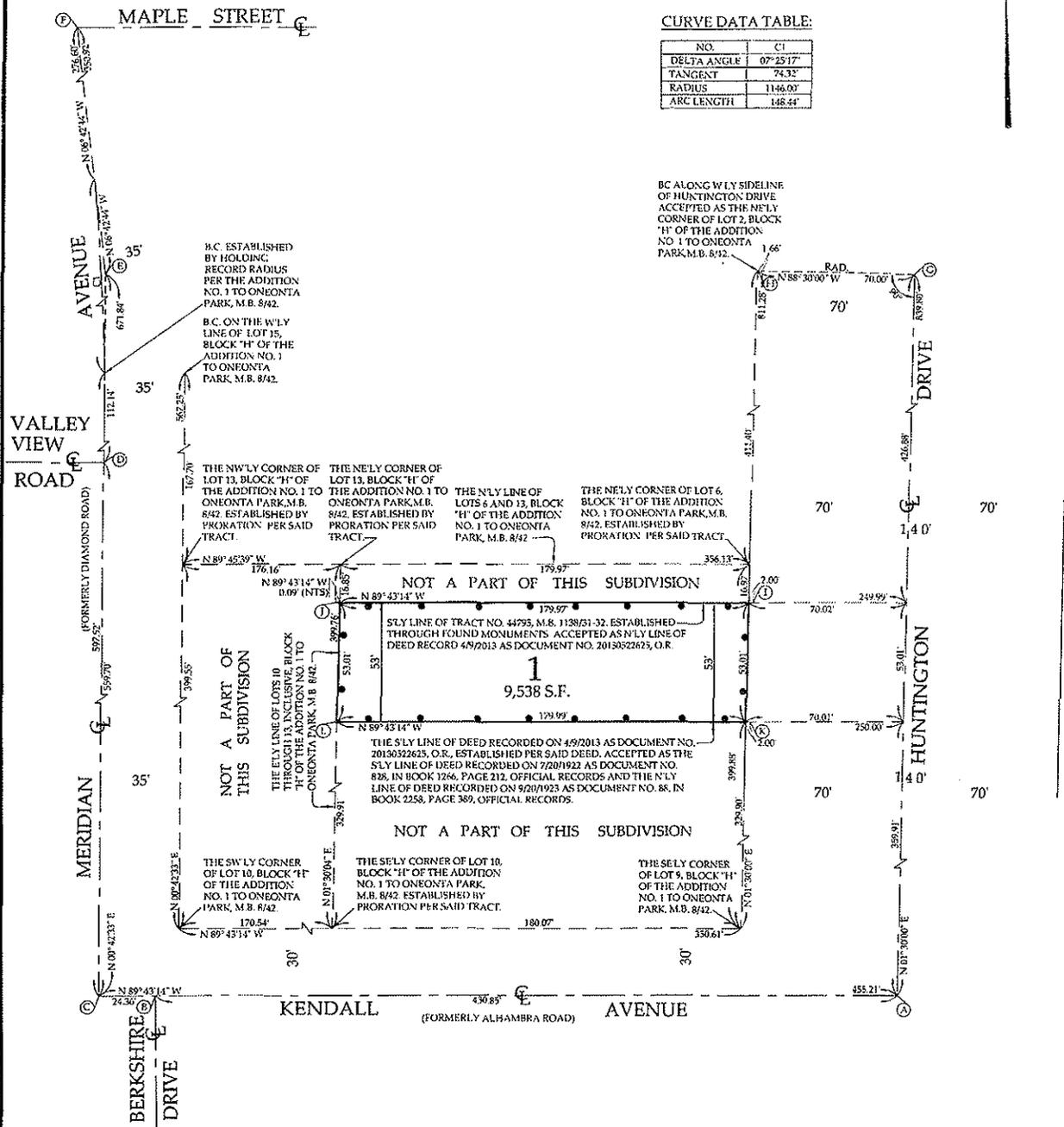
FOR CONDOMINIUM PURPOSES

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

CURVE DATA TABLE:

NO.	C1
DELTA ANGLE	07° 25' 17"
TANGENT	74.32'
RADIUS	1146.00'
ARC LENGTH	148.44'



MONUMENT NOTES:

- (A) FOUND L.A. CITY DEPT. OF PUBLIC WORKS 3" BR. CAP MON. IN 11"H, DOWN 14" PER L.A. CO. P.W.F.B. 1424/478 AND CITY OF LOS ANGELES C.E.F.B. 147-237/119. FITS 5 FOUND L&T, TAGGED DPW TIES PER SAID P.W.F.B. 1424/478. ACCEPTED AS CENTERLINE INTERSECTION.
- (B) FOUND L.A. CITY DEPT. OF PUBLIC WORKS 3" BR. CAP MON. IN 11"H, DOWN 12" PER CITY OF LOS ANGELES C.E.F.B. 147-237/119. ACCEPTED AS CENTERLINE INTERSECTION. SET 4 L&T, TAGGED LS 5336 TANGENT TIES FOR SAID INTERSECTION.
- (C) NOTHING FOUND. ESTABLISHED CENTERLINE INTERSECTION BY REC. DIST. (23.36') ALONG THE NELY PROLONGATION OF THE CENTERLINE OF KENDALL AVENUE FROM THE CENTERLINE BERKSHIRE DRIVE PER CITY OF SOUTH PASADENA CENTERLINE TIE BOOK 2, PAGE 6. ACCEPTED AS CENTERLINE INTERSECTION. SET S&W, STAMPED LS 5336 WITH 4 L&T TANGENT TIES, TAGGED LS 5336.
- (D) ESTABLISHED CENTERLINE INTERSECTION BY 5 FOUND L&T SWING TIES, NO TAGS, PER CITY OF SOUTH PASADENA TIE BOOK 2, PAGE 6. FITS FOUND SPIKE, NO WASHER, NO RET. ACCEPTED AS CENTERLINE INTERSECTION.
- (E) NOTHING FOUND. ESTABLISHED CENTERLINE P.L. BY REC. DIST. (112.14') ALONG THE NELY PROLONGATION OF CENTERLINE OF MERIDIAN AVENUE FROM THE CENTERLINE OF VALLEY VIEW ROAD PER CITY OF SOUTH PASADENA CENTERLINE TIE BOOK 2, PAGE 6. FITS ONE L&T, NO TAG, PER SAID TIE BOOK. SET S&W, STAMPED LS 5336 WITH 3 L&T SWING TIES, TAGGED LS 5336.
- (F) FOUND PUNCHED SPK & BR. "CALTRANS" W. FLUSH W/ PYANT PER L.A. CO. P.W.F.B. 1424/519-520. ACCEPTED AS CENTERLINE INTERSECTION. FOUND ONE L&T, TAGGED "CALTRANS" AND 3 L&T, TIES, NO TAG, ALL NO REF.
- (G) NOTHING FOUND. ESTABLISHED B.C. BY 5 FOUND L&T TIES, NO TAG, PER CITY OF SOUTH PASADENA TIE BOOK 2, PAGE 53. SET 2" 1/2" CEMENT FLUG & TACK, TAGGED LS 5336, 4" DOWN.
- (H) FOUND L&T, NO TAG, PER CITY OF SOUTH PASADENA TIE BOOK 202, PAGE 117. FITS ESTABLISHED B.C. RADIAL.
- (I) FOUND L&T, TAGGED RCE 30625 ON SIDEWALK PER TRACT NO. 44795, M.B. 1138/31-32.
- (J) FOUND L&T, TAGGED RCE 30625 ON FACE OF WALL AT 5.1 FEET FROM GROUND PER TRACT NO. 44795, M.B. 1138/31-32.
- (K) SET L&T, TAGGED LS 5336 ON SIDEWALK.
- (L) SET L&T, TAGGED LS 5336 ON TOP OF WALL 6 FEET HIGH FROM GROUND.

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ATTACHMENT 3
P.C. Resolution No. 13-30

EXHIBIT "A"
P.C. RESOLUTION NO. 13-30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA APPROVING AN APPLICATION FOR TENTATIVE PARCEL MAP NO. 72272 TO SUBDIVIDE ONE PARCEL OF LAND INTO THREE RESIDENTIAL CONDOMINIUMS ON PROPEERTY LOCATED AT 1128 HUNTINGTON DRIVE (PROJECT NO. 1628-TPM) IN THE HIGH DENSITY RESIDENTIAL (RH) ZONE.

WHEREAS, on February 28, 2011, the Planning Commission adopted P.C. Resolution No. 11-06, which are approvals of a Conditional Use Permit and Design Review to build three townhouse units on a 9,542 square foot parcel located at 1128 Huntington Drive; and,

WHEREAS, on June 11, 2013, Susan T. Wu of 1128 Huntington, LLC (property owner) submitted an application for a Tentative Map (Tentative Parcel Map No. 72272) to subdivide one parcel of land at 1128 Huntington Drive (Assessor Parcel No. 5319-038-003) into 3 residential condominiums (the "project"); and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA") and the State's CEQA Guidelines, staff found no evidence that the proposed subdivision would have a significant effect on the environment. On February 28, 2011, the Planning Commission determined that construction of the three units at 1128 Huntington Drive would not have a significant effect on the environment and therefore adopted a Negative Declaration at that time; and,

WHEREAS, after notices issued pursuant to the requirements of the South Pasadena Zoning Code, the Planning Commission held a duly noticed public hearing on August 26, 2013 at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA"), and the State's CEQA Guidelines, a Negative Declaration was adopted by the Planning Commission on February 28, 2011, finding that the project will not have a significant effect on the environment. The approval of Tentative Parcel Map No. 72272 will fulfill Condition No. 47 of Planning Commission Resolution No. 11-06, which requires the filing of a tentative parcel map prior to occupancy.

SECTION 2: Pursuant to South Pasadena Municipal Code Section 36.510.070 (A), the Planning Commission finds that the Project is consistent with the General Plan, the Supplemental Findings contained in South Pasadena Municipal Code Section 36.510.070 (B) are not applicable to the Project, and the Findings Requiring Denial contained in SPMC Section 36.510.070 (C) cannot be made as follows:

A. Required Findings for Approval - SPMC Section 36.510.070 (A) -

The Planning Commission may approve a Tentative Map only when it shall first find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, and any applicable Specific Plan, and that none of the findings for denial in Subsection C (below) can be made. The findings shall apply to each proposed parcel as well as the entire subdivision, including any parcel identified as a designated remainder in compliance with Map Act Section 66424.6.

As outlined in the Code Consideration and Analysis section of the Planning Commission Staff Report, the proposed Tentative Parcel Map is consistent with the General Plan and is consistent with the zoning regulations applicable to the property. Therefore, this approval could be granted pending the Supplemental findings for approval in SPMC Section 36.510.070 (B) can be made and that the Findings requiring denial in SPMC Section 36.510.070(C) cannot be made.

B. Supplemental Findings for Approval - SPMC Section 36.510.070 (B)

In addition to the findings required for approval of a Tentative Map by Subsection A. above, the Commission shall not approve a Tentative Map unless it can also make the following findings, when they are applicable to the specific subdivision proposal.

1. **Construction of improvements.** It is in the interest of the public health and safety, and it is necessary as a prerequisite to the orderly development of the surrounding area, to require the construction of road improvements within a specified time after recordation of the Parcel Map, where road improvements are required.

Not Applicable. Construction of road improvements is not required for the proposed Tentative Map. The applicant is currently building three (3) townhouse units under a Conditional Use Permit. The applicant is subject to the conditions of approval, which require the applicant to replace all broken, damaged, or out-of-grade sidewalk, curb and gutter, asphalt/concrete to the satisfaction of the City Engineer prior to obtaining a Certificate of Occupancy.

2. **Condominiums.** Any applicable findings required by Section 36.530.020 for condominium conversions.

Not applicable. The proposed Tentative Map is not a condominium conversion. A condominium conversion is the conversion of residential real property into a condominium project, a community apartment project, or a stock cooperative project, whereby Section 66427.1 of the Subdivision Map Act requires that tenants of such properties be notified of pending approvals to convert their units to condominiums. State Law also allows tenants of such properties to have an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public on terms more

favorable to the tenant. The units for which this Tentative Map will be applied to have no tenants and are not yet habitable; the units are currently under construction.

- 3. **Dedications or exactions. Findings documenting the need for dedications or exactions, if dedications or exactions are required.**

Not applicable. The proposed Tentative Map does not require dedications or exactions.

- 4. **Waiver of Parcel Map. The findings required by Section 36.520.030 (Waiver of Parcel Map), if waiver of a Parcel Map has been requested with the Tentative Map application.**

Not applicable. The applicant is not requesting a waiver of the proposed Tentative Map.

C. Findings Requiring Denial - SPMC Section 36.510.070 (C)

A Tentative Map shall be denied if the Commission makes any of the following findings:

- 1. **The proposed subdivision including design and improvements is not consistent with the General Plan or any applicable Specific Plan;**

The subdivision's design is consistent with the provisions of the General Plan's High Density development standards since it is for the construction of three (3) residential units in a High Density Residential district where triplexes are specifically allowed in conformance with all applicable Development Standards. The project for which the subdivision applies to also complies with the applicable Development Standards and provisions of the Zoning Code for multi-family residential development. Improvements are not required as a condition of this Tentative Map's approval.

- 2. **The site is not physically suitable for the type or proposed density of development;**

The subject site is 9,542square feet (0.22 acres) in size. The project site for which the tentative map will be applied to is suitable for the development. The entire development fits within the required front, side, and rear yard setbacks and within the maximum floor area ratio. Each of the three units provides adequate floor area and outdoor open spaces. Each unit has at least two covered parking spaces and there will be two guest spaces. The subject site will provide efficient vehicular and pedestrian circulation.

- 3. **The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or injure fish or wildlife or their habitat;**

The proposed subdivision is located in a high-density urban residential zone and the lot will be developed with three residential structures. It is not adjacent to any streams or rivers or to known wildlife or their habitat. Therefore there will be no damage or injury to fish and wildlife or their habitat as a result of this project.

4. **The design of the subdivision or type of improvements is likely to cause serious public health or safety problems;**

The design of the subdivision is limited to three detached townhomes with associated parking and open spaces on a lot located in a high-density residential zone. The Planning Commission previously approved a Conditional Use Permit for the project, which included a finding that the project would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. As such, the subdivision's design will not cause serious health or safety problems.

5. **The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. This finding may not be made if the Commission finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the review authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision;**

There are currently no existing or proposed public easements to provide access through or use of the property. Therefore, the design of the subdivision will not conflict with any public easements for access through or use of the property within the proposed subdivision.

6. **The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board;**

The proposed subdivision will not create any additional units other than the three residential units previously approved by the Planning Commission. All reviewing City Departments at that time indicated the ability to support the project as presented. Therefore, no additional sewer service than currently provided is needed today to service the approved three residential units on the property. A sewer connection already exists on this lot. An 8-inch sewer line adequately provides sewer service of all properties on Huntington Drive.

7. **A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the City Engineer or the Commission that the conditions can be corrected in the plan for the development; or**

The applicant retained the services of GSS Engineering, Inc. to perform a Geotechnical Engineering Investigation on June 27, 2012. The City Engineer reviewed that report and determined that it contains sufficient information. There are no adverse soils or geological conditions on the subject site.

- 8. **The proposed subdivision is not consistent with all applicable provisions of this Zoning Code, any other applicable provisions of the Municipal Code, and the Subdivision Map Act.**

The proposed subdivision is consistent with all applicable provisions of the Zoning Code, Municipal Code and the Subdivision Map Act.

SECTION 3: For the foregoing reasons and based on the information and findings included in the Staff Report, Minutes, testimony presented at the public hearing, and other record of proceeding, the Planning Commission of the City of South Pasadena hereby approves Tentative Parcel Map No. 72272 (Project No. 1628-TPM), subject to the conditions of approval attached hereto as Exhibit "A," to subdivide one parcel of land located at 1128 Huntington Drive (Assessor Parcel No. 5319-038-003) into three (3) new condominium units.

SECTION 4: Any interested person may appeal this decision or any portion of this decision to the City Council. Pursuant to the South Pasadena Municipal Code, any such appeal must be filed with the City, in writing, and with the appropriate appeal fee, no later than fifteen (15) days, following the date of the Planning Commission's final action.

SECTION 5: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 26th day of August 2013.

PASSED, APPROVED, AND ADOPTED this 26th day of August 2013, by the following vote:

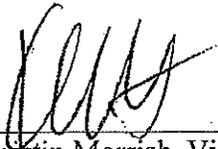
AYES: DAVIS, FELICE, GEORGE & MORRISH
NOES: NONE
ABSENT: FRIEDMAN
ABTAIN: NONE

-SIGNATURES TO FOLLOW ON NEXT PAGE-



Anthony R. George, Chair

ATTEST:



Kristin Morrish, Vice-Chair

EXHIBIT "A"
CONDITIONS OF APPROVAL
Tentative Parcel Map No. 72272
PROJECT NO. 1628-TPM
1128 Huntington Drive

DEPARTMENT OF PLANNING AND BUILDING CONDITIONS

1. Prior to submitting the Final Map for recording pursuant to Section 66442 of the Government Code, the subdivider shall obtain clearances from affected departments and divisions, including a clearance from the City Engineer for mathematical accuracy, survey analysis, correctness of certificates and signatures, and all applicable Final map standards.

DEPARTMENT OF PLANNING AND BUILDING CONDITIONS

2. Prior to filing a Final Map, submit Covenants, Conditions, and Restrictions (CC&R's) to the City Engineer for review. The CC&R's shall establish a Home Owners Association that will be responsible for maintaining all common areas on the site including drainage and stormwater treatment devices required under the Standard Urban Stormwater Mitigation Plan (SUSUMP),
3. Comply with Public Works Department conditions of approval listed on Exhibit "B" of PC Resolution No. 11-06, dated February 28, 2011. All the required improvements listed in those conditions shall be constructed prior to final map approval.
4. Obtain the Water Department's approval for a separate water meter at each unit, and
5. Record the Final Parcel Map pursuant to the requirements of the California Subdivision Map Act prior to occupancy.
6. Submit a complete copy of the final map to LA County Subdivision Section for review of mathematical accuracy, and provide a copy of the approval letter to the City Engineer prior to final map approval.

EXHIBIT "B"
CONDITIONS OF APPROVAL
Conditional Use Permit and Design Review
PROJECT NO. 1389-CUP/DRX
1128 Huntington Drive

DEPARTMENT OF PLANNING AND BUILDING CONDITIONS

Planning Division

Project Conditions:

1. The applicant shall submit for review and approval of a Tentative and Final Parcel Map (and pay all applicable fees).
2. The project shall adhere to the City's regulations pertaining to smoking in condominium developments (per Ordinance # 2205).
3. The applicant shall submit a draft of the project CC&Rs for review and approval by the City Attorney prior to the City Council's review and approval of the Final Map.
4. Follow all of the recommendations in the arborist's report (dated 10/14/10) to protect the trees on the neighboring property (SE corner of the subject lot).
5. Exterior wall treatment is to be a smooth-trowel plaster finish with integral color (not painted).¹

Standard Conditions:

6. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the South Pasadena Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the properties involved with the Conditional Use Permit.
7. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
8. This Conditional Use Permit is granted for the land and land use as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on February 28, 2011 (as date-stamped 2/16/11). Any proposed changes to the approved design (materials, design elements, etc.) shall be discussed with the Planning and Building department before being made. Depending on the nature and extent of the changes, review and approval by the Planning Commission may be required. Additional fees may apply.
9. This Conditional Use Permit and all rights hereunder shall terminate within twelve (12) months of the effective date of the Conditional Use Permit unless the project is submitted for plan check (and the required construction permits subsequently obtained within 12-

¹ This condition was imposed by the Planning Commission when approving the project 2/28/11.

- months of that date, and all required construction permits subsequently obtained as required by the SPMC) or an extension is granted based on a written request submitted to the Planning and Building Department prior to the expiration of the twelve month (12) period pursuant to Section 36.420 of the South Pasadena Municipal Code.
10. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any occupancy inspection clearance and/or prior to obtaining any occupancy clearance.
 11. The applicant and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.
 12. The construction shall be kept free of all loose materials resembling trash and debris in excess of that material used for immediate construction purposes. Such excess may include, but is not limited to: the accumulation of debris, garbage, lumber, scrap metal, concrete, asphalt, piles of earth, salvage materials, abandoned or discarded furniture, appliances or other household fixtures.
 13. The hours of construction shall be limited to 8:00 a.m. to 7:00 p.m., Monday through Saturday and 10:00 a.m. to 7:00 p.m. on Sunday.

Building and Safety Division Conditions:

Project Conditions

14. Separate plan review and permit is required for each detached retaining wall.
15. A permit from CAL-OSHA shall be obtained prior to issuance of the building permit for construction of trenches or excavations greater than five feet in depth.
16. A sewer connection fee shall be paid to the Los Angeles County Sanitation District prior to permit issuance.
17. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.
18. Park Impact Fees shall be paid prior to the issuance of the building permit.
19. No building shall be located within twenty feet of an unprotected Southern California Edison transformer. To be considered protected, the transformer must be separated from the building by masonry construction not less than 6' high, except that metal doors may be used as part of the enclosure so long as the doors do not face the building. Transformer protection shall not conflict with any Southern California Edison requirements.
20. Electrical, plumbing, mechanical, or grading plan review will occur only upon completion of the appropriate plan check application and payment of the appropriate plan check fee. Electrical, plumbing, mechanical, or grading plan review is not automatic. If you have any questions concerning whether plan review is required, contact the Building Division.

21. No form work or other construction materials will be permitted to encroach in to adjacent property without written approval of the affected property owner.
22. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
23. A soils report is required anytime a parcel or tract map is processed in accordance with the State Map Act.
24. Where a soils report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) observation of cleared areas and benches prepared to receive fill;
 - b) observation of the removal of all unsuitable soils and other materials;
 - c) the approval of soils to be used as fill material;
 - d) inspection of compaction and placement of fill;
 - e) the testing of compacted fills; and
 - f) the inspection of review of drainage devices.
25. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Building Division, a new Preliminary Soils and/or Geotechnical Investigation.
26. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
27. Grading plans shall not be drawn at less than 1" = 10' scale.
28. Separate utility plans for electricity, phone and cable shall be prepared indicating the location and method of utility service. Each utility provider shall approve the proposed method of service prior to building plan check approval by the City. **THE GRADING AND/OR BUILDING PLANS WILL NOT BE ISSUED UNTIL THE REQUESTED PLAN HAS BEEN APPROVED BY THE BUILDING DIVISION.**
29. Separate plan submittal and approval by the City Fire Department is required prior to issuance of the building permit.
30. All roof coverings shall have a Class "A" rating.
31. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
32. A survey shall be performed prior to requesting for building frame inspection which indicates that the framing is constructed to provide the required front, side, and rear yard setbacks after all finish materials are installed. This survey shall also verify that the top plate of the front wall plane of the front unit does not cut through a 45 degree line projected from a point perpendicular to front property line (refer to SPMC 36.220, Figure

- 2-1). The survey shall be performed by a land surveyor or civil engineer licensed in the State of California to perform survey work.
33. Foundation inspection will not be made until the excavation has been surveyed and the depth of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California.
34. Electrical plan check is required.
35. Plumbing plan check is required for the sump pump.
36. Plumbing plan check is required.
37. Energy calculations are required.
38. All utilities, including electric, phone, cable, etc. shall be underground in accordance with the South Pasadena Municipal Code.
39. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted per section 406.1.4 of 2008 Los Angeles County Building Code.
40. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
41. The second sheet of building plans is to list all City of South Pasadena conditions of approval and is to include a "sticky-back" photocopy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check. Conditions are required from the following departments: Planning, Building, Fire, Police, Public Works and Code Enforcement.

Standard Conditions:

42. The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
43. The second sheet of the building plans is to list all City of South Pasadena conditions approved from each department and/or division. This information shall be incorporated into the plans prior to the first submittal for plan check.

DEPARTMENT OF PUBLIC WORKS CONDITIONS

Project Conditions

44. Replace all broken, damaged, or out-of-grade sidewalk, curb and gutter, asphalt/concrete to the satisfaction of the City Engineer.
45. The applicant shall provide a detailed grading/drainage plan prepared by a Licensed Civil Engineer and signed and stamped by the Civil and Project Geotechnical Engineer.

46. Per City Municipal Code, Section 23.14, provide the necessary BMP Measures and the SUSUMP package for construction and post construction phases.
47. The applicant shall submit a Parcel Map per the California Subdivision Map Act requirements. The Parcel Map shall be submitted for Public Works review, approval, and County Recordation prior to final occupancy.
48. The proposed project shall be designed to drain to Huntington Drive.

FIRE DEPARTMENT CONDITIONS

Project Conditions:

49. Fire Sprinklers and Fire Alarms are Required Throughout the entire project.
50. Fire Alarm System, Automatic and Manual- Required throughout, (provide plans to the City of South Pasadena prior to beginning work). NFPA 72. Provide all cut sheets and CSFM listing service where applicable.
51. Fire Department Access- Required; must be 19' total minimum and vertical height clearance of 13'6".
52. 2007 CFC Chapter 5- Fire Service Features.
53. CFC 503.1.1 Buildings and Facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building.
54. The overall property length is 180'-0" in distance. CFC 503.2.1- Fire Apparatus access roads shall have an unobstructed width of 19 feet and vertical clearance of not less than 13'6". Surface of fire apparatus roads shall be designed and maintained to support the weight of the fire apparatus and surface shall be as to provide for all weather driving capabilities.
55. All Fences/Gates shall be approved by the Fire Chief. They shall be maintained operational at all times. KNOX key over-rides shall be placed on ALL security gates and fences or Fire Department access. (CFC 503.6).
56. CFC 505.1 Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. These numbers shall contrast with their background. Address number shall be Arabic numbers or Alphabet letters. Number shall be a minimum size of 4 inches high with a minimum stroke width of .5 inches (CFC section 505.1)
57. 508.1 Required Water Supply- An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which the

facilities, buildings or portions hereafter are constructed or moved into or within the jurisdiction. Detailed information pertaining to available water supply versus needed water supply shall be furnished prior to any construction. Submit plans for review. Per CFC table B105.1, the total required GPM's is 2250 GFPM for 2 hours. The installation of the Fire Sprinkler system reduces this requirement by 75 % or not less than 1500 GPM for 2 hours. Otherwise additional fire hydrants would be required.

58. Also Section 508.5.1 requires that when a portion of a facility is constructed or moves within the jurisdiction and is more than 400 feet from a fire hydrant on an approved access road, on site hydrants and mains shall be provided. For R-3 construction the distance is increased to within 600 feet.
59. SPMC # 2182 Except where otherwise required for residential construction, an approved manual, automatic or manual automatic fire alarm system shall be provided in all new buildings exceeding 3,000 square feet. (required).
60. CFC Requirements. Smoke alarms shall be interconnected in R-2, R-3, R 3.1, R-4 and I-1 occupancies, in such a manner that the activation of one alarm will activate all of the alarms in the unit. The alarm shall be clearly audible in all bedrooms over background noise with all intervening doors closed. Smoke Detectors shall receive primary power from the building with battery back-up. (CFC 907.2.10.2).
61. A smoke detector shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling has more than one story and in dwellings with basements, a detector shall be installed on each story and in the basement. In dwelling units where a story or basement is split into two or more levels, the smoke detector shall be installed on the upper level except that when the lower level contains a sleeping area, in which case detectors shall be installed on each level. (See CFC 907.2.10.2). If there is no intervening door in a split-level layout, the smoke detector in the upper level may suffice, as long as the lower level is less than one story below the upper level.
62. SPMC # 2167 ~~Roofs~~—Roofs. Any new roof shall be Class "A" roof material per South Pasadena Municipal Code. All roofing operations shall be performed by a contractor licensed and bonded for the type of roofing process to be performed (CFC 1417.1).
63. SPMC # 2167 Each chimney in conjunction with any fireplace shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, wire mesh or other noncombustible material. (SPMC section 603.6.6).
64. A set of plans must remain on the job site all times. Appointments for inspections should be made at least two days in advance of required inspection.
65. Buildings under construction shall meet the conditions of "Chapter 14- Fire Safety During Construction and Demolition" of the 2007 California Fire Code. Structures under construction, alteration or demolition, shall be provided with not less than one 2A10BC fire extinguisher as follows:
 - At each stairway on all floor levels where combustible materials have accumulated.

- In every storage and construction shed.
 - Where special hazards exist including but not limited to and the storage and use of combustible and flammable liquids.
66. The City of South Pasadena Fire Department reserves the right to change or otherwise modify requirements based upon receiving additional project information or other unforeseen circumstances.

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City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: November 19, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$327,966.62,
General City Warrants in the Amount of \$564,700.28 and Payroll
in the Amount of \$430,018.61**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 185785 – 185836 \$ 327,966.62

General City Warrants:

Warrant # 185837 – 185968 \$ 564,700.28

Payroll 11-07-14 \$ 430,018.61

Total \$ 1,322,685.51

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.

AGENDA ITEM 21

Approval of Warrants
November 19, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 11-07-14
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 11.19.14 Amounts		
	Prepaid	Written	Payroll
General Fund 101	83,945.90	250,012.47	255,306.79
Insurance Fund 103			
Facilities & Equip.Cap. Fund 105			
Local Transit Return "A" 205	492.37	140.00	6,552.55
Local Transit Return "C" 207		1,393.86	5,022.05
Sewer Fund 210	63.06	2,396.68	10,012.10
CTCTraffic Improvement 211			
Street Lighting Fund 215	2,924.87	23,176.06	10,656.85
Public,Education & Govt Fund 217			
Clean Air Act Fund 218			
Business Improvement Tax 220		45.00	
Gold Line Mitigation Fund 223			
Mission Meridian Public Garage 226			
Housing Authority Fund 228			
State Gas Tax 230	9.74	5,917.37	14,068.23
County Park Bond Fund 232	160.99	1,352.10	
Measure R 233		10,012.00	
MSRC Grant Fund 238			
Bike & Pedestrian Paths 245			
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		3,230.00	
Public Library Fund Grant 280			
Arroyo Seco Golf Course 295			
Sewer Capital Projects Fund 310		12,721.59	823.76
Water Fund 500	84,447.98	254,303.15	44,885.71
Public Financing Authority 550			
Payroll Clearing Fund 700	155,921.71		75,092.57
Employee Special Event Fund 900			
Redev.Oblig.Retirement Fund 927			
Column Totals	327,966.62	564,700.28	422,420.61
City Report Totals		1,315,087.51	

Recap by fund

Fund No.	Amounts		
	Prepaid	Written	Payroll
RSA 227	-	-	7,598.00
Column Totals	-	-	7,598.00
RSA Report Totals		7,598.00	

Amounts		
Prepaid	Written	Payroll
327,966.62	564,700.28	430,018.61
Grand Report Total	1,322,685.51	

Marina Khubesrian, M.D., Mayor

David Batt
David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

AKD Consulting

Inv. CSP 2014-10			
11/03/14	Water Fac. & Capital Improv Pr	500-6010-6711-8170-000	13,120.00
Ck. 11/06/14 185827	Total		13,120.00

Ankri, Michael

Inv. P/R/E 11/2/14			
11/04/14	Bike Patrol 10/19/14	101-4010-4011-7000-000	140.80
Inv. P/R/E 11/2/14A			
11/04/14	Movie Detail 10/23/14	101-0000-0000-2910-200	560.00
Ck. 11/06/14 185809	Total		700.80

AT & T

Inv. 000005820603			
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Ck. 10/30/14 185785	Total		60.00
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Inv. 626 577-6657			
10/11/14	10/13-11/12/14	101-4010-4011-8150-000	49.60
11/06/14 185829	Total		393.24

Aztlan Athletics

Inv. SPI01814			
10/14/14	Rental Chairs, Tables & Canopi	500-3010-3012-8232-000	199.78
10/14/14	Rental Chairs, Tables & Canopi	101-1010-1011-8021-000	500.00
Ck. 10/30/14 185786	Total		699.78

Bernal, Ryan

Inv. 11/3-7/14			
10/29/14	Reimb. PD Training Expenses	101-4010-4011-8210-000	694.32
Ck. 10/30/14 185787	Total		694.32

Brard, Francois

Inv. 10/18/14			
10/20/14	Reimb. Mileage Call Out Expens	101-6010-6601-8020-000	64.72
Ck. 10/30/14 185788	Total		64.72

Ca. State Disbursement Unit

Inv. P/R/E 11/2/14			
11/04/14	Garnishment	700-0000-0000-2264-000	400.50
Ck. 11/06/14 185810	Total		400.50

CAL PERS 457 PLAN

Inv. P/R/E 11/2/14			
11/04/14	Deferred Comp	700-0000-0000-2260-000	2,783.98
Ck. 11/06/14 185811	Total		2,783.98

Chan, Anthony

Inv. P/R/E 11/2/14			
11/04/14	Predictive Policing 10/22/14	101-4010-4011-7000-000	187.
Inv. P/R/E 11/2/14A			
11/04/14	Predictive Policing 10/22/14	101-4010-4011-7000-000	62.58
Inv. P/R/E 11/2/14B			
11/04/14	Coverage 10/25/14	101-4010-4011-7000-000	375.48
Inv. P/R/E 11/2/14C			
11/04/14	Prisoner Transport 10/27/14	101-4010-4011-7000-000	15.64
Inv. P/R/E 11/2/14D			
11/04/14	Predictive Policing 10/27/14	101-4010-4011-7000-000	187.74
Inv. P/R/E 11/2/14E			
11/04/14	Coverage 10/29/14	101-4010-4011-7000-000	203.38
Ck. 11/06/14 185812	Total		1,032.56

Chase Bank

Inv. DR-14-1459			
11/05/14	Search Warrant Getting into Sa	101-4010-4011-8020-000	150.00
Ck. 11/06/14 185830	Total		150.00

City of Fontana

Inv. 10/28/14			
10/28/14	Refund CPRS Registration-M.Wri	205-8030-8025-8180-000	70.00
Ck. 10/30/14 185789	Total		70.00

City of South Pasadena-Yard

Inv. 10/23/14			
10/30/14	Reimb. Petty Cash	101-6010-6410-8020-000	6.29
10/30/14	Reimb. Petty Cash	230-6010-6116-8020-000	9.74
10/30/14	Reimb. Petty Cash	500-6010-6710-8020-000	11.97
10/30/14	Reimb. Petty Cash	500-6010-6711-8070-000	23.11
10/30/14	Reimb. Petty Cash	101-6010-6601-8020-000	28.
10/30/14	Reimb. Petty Cash	500-6010-6710-8070-000	98.60

Ck. 10/30/14 185790	Total		178.07
City of South Pasadena/CASH			
Inv. 10/30/14			
10/30/14	Reimb. Parking Permit Machine	101-0000-0000-4460-000	2,500.00
Ck. 10/30/14 185791	Total		2,500.00
Colantuono,Highsmith & Whatley			
Inv. 27696			
10/08/14	Legal Svcs 9/14-Adv. John Doe	101-2010-2501-8160-000	3,572.00
Inv. 27697			
10/08/14	Legal Svcs 9/14-Downtown Proje	101-0000-0000-2990-013	94.00
Inv. 27698			
10/08/14	Legal Svcs 9/14-General	101-2010-2501-8160-000	7,894.04
Inv. 27699			
10/08/14	Legal Svcs 9/14-Transportation	101-2010-2021-8160-000	47.00
Inv. 27700			
10/08/14	Legal Svcs 9/14-Labor & Employ	101-2010-2013-8160-000	4,394.50
Inv. 27701			
10/08/14	Legal Svcs 9/14-Misc. Litigati	101-2010-2501-8160-000	1,739.00
Inv. 27702			
10/08/14	Legal Svcs 9/14-Special Projec	101-2010-2501-8160-000	4,458.50
Inv. 27703			
10/08/14	Legal Svcs 9/14-Water & Utilit	101-2010-2501-8160-000	799.00
Ck. 10/30/14 185792	Total		22,998.04
CPRS District XI			
Inv. 11/13/14			
10/27/14	CPRS Mini Conference 11/13/14	101-8030-8031-8090-000	25.00
10/27/14	CPRS Mini Conference 11/13/14	101-8030-8032-8090-000	75.00
Ck. 10/30/14 185793	Total		100.00
CSMFO			
Inv. 11/19/14			
11/06/14	SGV Chapter Mtg 11/19/14 D.Bat	101-3010-3011-8090-000	80.00
Ck. 11/06/14 185831	Total		80.00
Delta Dental			
Inv. P/R/E 10/19/14			
10/29/14	Dental Ins. Nov-14	700-0000-0000-2267-000	11,584.31
Ck. 10/30/14 185794	Total		11,584.31
Division of the State Architec			
Inv. 7/1-9/30/14			
10/30/14	Disability Access Education Fe	101-0000-0000-2945-000	175.20
Ck. 10/30/14 185795	Total		175.20
E. D. D.			
Inv. P/R/E 11/2/14			
11/04/14	State w/h Tax	700-0000-0000-2220-000	19,416.93
Ck. 11/06/14 185813	Total		19,416.93
Earley, William			
Inv. 11/10-12/14			
10/29/14	Reimb. PD Training Expense	101-4010-4011-8200-000	538.71
Ck. 10/30/14 185796	Total		538.71
Reich, Anahi			
Inv. R53469			
10/24/14	Refund Cancelled Class	101-0000-0000-5270-002	120.00

Ck. 10/30/14 185797	Total		120.
Hall, Yvette			
Inv. 11/4/14			
11/04/14	Reimb. 11/4 Election Polling S	101-1020-1022-8020-000	27.93
11/04/14	Reimb. 11/4 Election Polling S	101-1020-1022-8020-000	107.07
Ck. 11/06/14 185832	Total		135.00
Hernandez, Jr., Joseph			
Inv. P/R/E 11/2/14			
11/04/14	Coverage 10/25/14	101-4010-4011-7000-000	375.48
Ck. 11/06/14 185814	Total		375.48
ICMA			
Inv. P/R/E 11/2/14			
11/04/14	Deferred Comp	700-0000-0000-2260-000	4,586.73
Ck. 11/06/14 185815	Total		4,586.73
ING Life Ins. & Annuity Co.			
Inv. P/R/E 11/2/14			
11/04/14	Deferred Comp	700-0000-0000-2260-000	2,369.14
Ck. 11/06/14 185816	Total		2,369.14
Jobs Available			
Inv. 1421040			
10/07/14	Job Ads -Water Utility Worker	101-2010-2013-8040-000	429.00
Ck. 10/30/14 185798	Total		429.00
Kuan, Debbie			
Inv. 36226			
10/13/14	Refund Permit	101-0000-0000-4460-000	100.00
Ck. 10/30/14 185799	Total		100.00
Liebert Cassidy Whitmore			
Inv. 1394263			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	350.00
Inv. 1394264			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	1,223.30
Inv. 1394265			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	403.00
Inv. 1394266			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	1,298.16
Inv. 1394267			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	5,005.00
Inv. 1394268			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	1,820.00
Inv. 1394269			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	2,047.50
Inv. 1394270			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	65.00
Inv. 1394271			
10/16/14	Legal Svcs-Personnel Matters 9	101-2010-2013-8160-000	294.00
Ck. 11/06/14 185833	Total		12,505.96
Lunnon, Joseph			
Inv. P/R/E 11/2/14			
11/04/14	Burglary Suppression 10/22/14	101-4010-4011-7000-000	125
Inv. P/R/E 11/2/14 A			
11/04/14	Movie Detail 10/23/14	101-0000-0000-2910-200	560.00

Ck. 11/06/14 185817 Total 685.16

Mejia, Michael

Inv. P/R/E 11/2/14
11/04/14 Movie Detail 10/23/14 101-0000-0000-2910-200 560.00
Ck. 11/06/14 185818 Total 560.00

NUFIC

Inv. P/R/E 11/2/14
11/04/14 A.D. & D. Ins 700-0000-0000-2256-000 1,159.20
Ck. 11/06/14 185819 Total 1,159.20

Orchard Supply Hardware

Inv. 1
10/01/14 Building Supplies 101-6010-6601-8020-000 16.32
Inv. 2338
09/23/14 Building Supplies 101-5010-5011-8020-000 217.99
Inv. 2670
09/25/14 Building Supplies 101-6010-6601-8120-000 93.69
Inv. 3930
09/17/14 Building Supplies 101-7010-7101-8000-000 32.68
Inv. 531
10/06/14 Building Supplies 101-5010-5011-8020-000 23.95
Inv. 5347
10/15/14 Building Supplies 101-6010-6601-8120-000 61.01
Inv. 6185
09/18/14 Building Supplies 500-6010-6711-8020-000 9.33
Inv. 7322
10/08/14 Building Supplies 101-6010-6601-8020-000 39.15
Inv. 764
10/05/14 Building Supplies 101-5010-5011-8020-000 78.89
Inv. 7984
09/19/14 Building Supplies 101-6010-6601-8020-000 70.24
Inv. 8769
09/29/14 Building Supplies 101-5010-5011-8020-000 52.70
Inv. 9725
09/29/14 Building Supplies 101-6010-6601-8120-000 67.78
Ck. 10/30/14 185800 Total 763.73

Oriental Trading Co., Inc.

Inv. 666834293-01
10/09/14 Spooktacular 2014 Supplies 101-8030-8032-8264-000 860.53
Ck. 10/30/14 185801 Total 860.53

Pasadena Water & Power

Inv. 80176-1
10/22/14 Water Use 60 E. State St. 9/11 500-6010-6711-8231-000 3,172.44
Ck. 10/30/14 185802 Total 3,172.44

Pers Retirement

Inv. P/R/E 11/2/14
11/04/14 Retirement Svc Period 10/20-11 700-0000-0000-2240-000 103,493.32
Ck. 11/06/14 185820 Total 103,493.32

Platinum Plus Busn. Card

Inv. 7183
09/16/14 CM Lunch w/Goldline HBalian-II 101-2010-2011-8090-000 57.34
Inv. 7183 A
09/19/14 CM Ipad Keyboard Case-ZAGG 101-2010-2011-8020-000 141.69
Inv. 7183 B
09/22/14 CM & Council Lunch-Cafe Santor 101-1010-1011-8090-000 62.40

Ck. 10/30/14 185803	Total		261.
Prothero, Dr. Donald R.			
Inv. 11/12/14			
10/31/14	Sr.Center Earthquake Lecture 1	101-8030-8021-8020-000	100.00
Ck. 11/06/14 185834	Total		100.00
Prudential Ins. Company of Ame			
Inv. P/R/E 11/2/14			
11/04/14	Life Ins	700-0000-0000-2254-000	982.50
Ck. 11/06/14 185821	Total		982.50
Richards, Watson & Gershon			
Inv. 198328			
10/17/14	Legal Svcs-Nansen Claim	101-2010-2501-8160-000	12,289.31
Ck. 10/30/14 185804	Total		12,289.31
S.P.Firefighters L-3657			
Inv. P/R/E 11/2/14			
11/04/14	Assn Dues	700-0000-0000-2250-000	1,600.00
Inv. P/R/E 11/2/14A			
11/04/14	Assn Ins	700-0000-0000-2252-000	180.74
Ck. 11/06/14 185822	Total		1,780.74
S.P.P. O. A.			
Inv. P/R/E 11/2/14			
11/04/14	Assn Dues & Ins	700-0000-0000-2246-000	5,175.36
Ck. 11/06/14 185823	Total		5,175.36
S.P.Public Srvc Empl. Ass'n			
Inv. P/R/E 11/2/14			
11/04/14	Assn Dues & Svc Fee	700-0000-0000-2248-000	1,647.00
Ck. 11/06/14 185824	Total		1,647.00
SCWUA			
Inv. 11/13/14			
10/27/14	Economical Water Treatment Tra	500-6010-6711-8200-000	30.00
10/27/14	Economical Water Treatment Tra	500-6010-6710-8200-000	60.00
Ck. 10/30/14 185805	Total		90.00
Shift Calendars Inc			
Inv. 2014			
10/27/14	FD Shift Dept. Calendars	101-5010-5011-8050-000	219.05
Ck. 10/30/14 185806	Total		219.05
So. CA Edison Co.			
Inv. 3-000-5677-90			
10/22/14	9/17-10/17/14	500-6010-6711-8152-000	52.42
Inv. 3-000-5950-21			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	102.63
Inv. 3-000-5950-22			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	104.75
Inv. 3-000-7125-63			
10/22/14	9/17-10/17/14	101-6010-2015-8140-000	25.83
Inv. 3-000-7125-66			
10/22/14	9/17-10/17/14	500-6010-6711-8140-000	43.34
Inv. 3-000-7152-57			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	25.00
Inv. 3-000-8455-69			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	55.93

Inv. 3-000-9969-52			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	14.32
10/22/14	9/17-10/17/14	215-6010-6201-8140-000	14.32
Inv. 3-001-1810-93			
10/22/14	9/1-10/1/14	101-6010-6410-8140-000	40.32
Inv. 3-001-1810-94			
10/22/14	9/17-10/17/14	500-6010-6711-8140-000	48.71
Inv. 3-001-1810-98			
10/22/14	9/17-10/17/14	500-6010-6711-8152-000	50,836.33
Inv. 3-001-1811-29			
10/22/14	9/17-10/17/14	101-6010-6601-8140-000	11,619.33
Inv. 3-001-1811-44			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	145.51
10/22/14	9/17-10/17/14	215-6010-6201-8140-000	145.52
Inv. 3-001-1811-45			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	109.30
10/22/14	9/17-10/17/14	215-6010-6201-8140-000	109.30
Inv. 3-001-1811-48			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	50.45
Inv. 3-001-1811-56			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	68.59
Inv. 3-001-1811-58			
10/22/14	9/1-10/1/14	101-6010-6410-8140-000	35.66
Inv. 3-001-1811-59			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	41.46
Inv. 3-001-1811-63			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	25.24
Inv. 3-001-1811-64			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	63.88
Inv. 3-001-1811-67			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	42.85
Inv. 3-001-1811-68			
10/22/14	9/17-10/17/14	101-8010-8011-8140-000	126.77
Inv. 3-001-1811-69			
10/22/14	9/1-10/1/14	215-6010-6201-8140-000	24.38
Inv. 3-001-1811-75			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	112.61
Inv. 3-001-1811-76			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	52.56
Inv. 3-001-1811-77			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	44.83
Inv. 3-001-1811-79			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	41.31
Inv. 3-001-1811-80			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	52.00
Inv. 3-001-1811-86			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	25.08
Inv. 3-001-1811-87			
10/22/14	9/17-10/17/14	500-6010-6711-8140-000	35.64
Inv. 3-001-1811-89			
10/22/14	9/1-10/1/14	215-6010-6201-8140-000	17.83
10/22/14	9/1-10/1/14	101-6010-6410-8140-000	17.83
Inv. 3-001-1811-90			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	40.48
Inv. 3-001-1811-91			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	65.06
Inv. 3-001-1811-92			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	17.26
Inv. 3-001-1811-93			
10/22/14	9/17-10/17/14	215-6010-6115-8140-000	62.12
Inv. 3-001-1811-95			
10/22/14	9/17-10/17/14	101-6010-6410-8140-000	26.85

Inv. 3-001-1811-96				
10/22/14	9/17-10/17/14		500-6010-6711-8140-000	53.51
Inv. 3-001-1811-97				
10/22/14	9/17-10/17/14		500-6010-6711-8152-000	3,232.34
Inv. 3-001-1811-98				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	16.98
Inv. 3-001-1812-06				
10/22/14	9/17-10/17/14		101-6010-6410-8140-000	102.43
Inv. 3-001-1812-07				
10/22/14	9/17-10/17/14		500-6010-6711-8140-000	32.59
Inv. 3-001-1812-08				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	65.23
Inv. 3-001-1812-09				
10/22/14	9/1-10/1/14		101-6010-6410-8140-000	318.40
Inv. 3-001-1812-10				
10/22/14	9/17-10/17/14		232-6010-6417-8140-000	160.99
Inv. 3-001-1812-11				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	34.70
Inv. 3-001-1812-12				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	31.27
Inv. 3-001-1812-25				
10/22/14	9/17-10/17/14		101-6010-6410-8140-000	26.19
Inv. 3-001-1812-26				
10/22/14	9/17-10/17/14		101-6010-6410-8140-000	1,550.52
Inv. 3-001-1812-27				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	57.19
Inv. 3-001-1812-31				
10/22/14	9/17-10/17/14		101-6010-6410-8140-000	65.02
Inv. 3-001-1812-32				
10/22/14	9/1-10/1/14		101-6010-6410-8140-000	14.
Inv. 3-001-1812-33				
10/22/14	9/17-10/17/14		500-6010-6711-8140-000	48.56
Inv. 3-001-1812-34				
10/22/14	9/17-10/17/14		500-6010-6711-8152-000	4,783.61
Inv. 3-001-1812-35				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	18.96
Inv. 3-001-1812-36				
10/22/14	9/17-10/17/14		101-6010-6410-8140-000	104.83
Inv. 3-001-1812-38				
10/22/14	9/17-10/17/14		101-6010-6410-8140-000	27.82
Inv. 3-001-1812-39				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	58.46
Inv. 3-001-9413-97				
10/22/14	9/17-10/17/14		500-6010-6711-8152-000	5,299.20
Inv. 3-002-4372-43				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	88.35
Inv. 3-002-4472-77				
10/28/14	9/25-10/27/14		101-8010-8011-8140-000	3,393.11
Inv. 3-002-4472-78				
10/28/14	9/25-10/27/14		101-8030-8021-8140-000	1,234.62
Inv. 3-002-4473-12				
10/22/14	9/17-10/17/14		500-6010-6711-8140-000	25.08
Inv. 3-003-6653-57				
10/28/14	9/25-10/27/14		101-6010-6410-8140-000	757.64
Inv. 3-003-7341-83				
10/22/14	9/1-10/1/14		101-6010-6410-8140-000	12.16
Inv. 3-004-3214-58				
10/22/14	9/17-10/17/14		500-6010-6711-8140-000	44.9
Inv. 3-004-4562-56				
10/22/14	9/17-10/17/14		215-6010-6115-8140-000	69.29
Inv. 3-011-4089-57				
10/28/14	9/25-10/27/14		215-6010-6115-8140-000	54.39

Inv. 3-016-0678-82				
10/22/14	9/17-10/17/14	215-6010-6201-8140-000		164.27
Inv. 3-022-6051-15				
10/22/14	9/17-10/17/14	215-6010-6115-8140-000		89.97
Inv. 3-022-6897-57				
10/22/14	9/17-10/17/14	215-6010-6115-8140-000		29.67
Inv. 3-022-6897-72				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		25.70
Inv. 3-022-6897-89				
10/22/14	9/17-10/17/14	215-6010-6115-8140-000		26.51
Inv. 3-022-6897-99				
10/22/14	9/17-10/17/14	215-6010-6115-8140-000		27.67
Inv. 3-022-6898-05				
10/22/14	9/17-10/17/14	215-6010-6115-8140-000		26.35
Inv. 3-022-6898-17				
10/22/14	9/17-10/17/14	215-6010-6115-8140-000		29.28
Inv. 3-022-6898-28				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		25.71
Inv. 3-023-6580-86				
10/28/14	9/25-10/27/14	215-6010-6201-8140-000		29.27
Inv. 3-023-7462-29				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		207.73
Inv. 3-023-7844-31				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		26.15
Inv. 3-023-8283-79				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		31.56
Inv. 3-026-3223-65				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		41.25
Inv. 3-028-7013-82				
10/28/14	9/25-10/27/14	101-6010-6410-8140-000		112.87
Inv. 3-028-7594-32				
10/28/14	9/25-10/27/14	500-6010-6711-8152-000		1,568.41
Inv. 3-029-2458-05				
10/28/14	9/25-10/27/14	101-8030-8031-8140-000		67.90
Inv. 3-032-0513-93				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		59.21
Inv. 3-032-2521-62				
10/28/14	9/25-10/27/14	215-6010-6201-8140-000		92.78
Inv. 3-032-4192-98				
10/28/14	9/25-10/27/14	215-6010-6201-8140-000		81.70
Inv. 3-033-3452-62				
10/28/14	9/25-10/27/14	500-6010-6710-8140-000		827.02
Inv. 3-035-3494-19				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		55.10
Inv. 3-035-6502-21				
10/28/14	9/25-10/27/14	101-6010-6601-8140-000		184.54
Inv. 3-037-6075-39				
10/28/14	9/25-10/27/14	215-6010-6115-8140-000		87.41
Ck. 11/06/14 185835	Total			90,284.91

So. Cal. Gas Co.

Inv. 196-493-8529 1				
10/06/14	Natural Gas 9/1-10/1/14	500-6010-6710-8020-000		63.06
10/06/14	Natural Gas 9/1-10/1/14	210-6010-6501-8020-000		63.06
10/06/14	Natural Gas 9/1-10/1/14	205-8030-8025-8105-000		326.20
Ck. 10/30/14 185807	Total			452.32

City of Pasadena Part Time Emplo

Inv. P/R/E 11/2/14				
11/04/14	Assn Dues	700-0000-0000-2249-000		536.00

Ck. 11/06/14 185825	Total		536.00
Time Warner Cable			
Inv. 008 0224964			
11/08/14	Internet Upgrade 11/8-12/7/14	101-3010-3032-8170-000	354.75
Inv. 008 070193			
11/01/14	Skate Park Cable 11/1-30/14	101-4010-4011-8110-000	73.96
Ck. 11/06/14 185836	Total		428.71
Tran, Kim			
Inv. 2014			
10/29/14	Supplement Toilet Rebate	500-3010-3012-8232-000	100.00
Ck. 10/30/14 185808	Total		100.00
United Way			
Inv. P/R/E 11/2/14			
11/04/14	Payroll Deduction	700-0000-0000-2258-000	6.00
Ck. 11/06/14 185826	Total		6.00
Total			327,966.62

ATTACHMENT 3
General City Warrant List

AAA Flag & Banner Mfg.

Inv. 6005354			
09/25/14	USA Flag	101-4010-4011-8020-000	349.24
Ck. 11/19/14 185837	Total		349.24

Acura Embedded Sys. Inc.

Inv. 2538			
10/01/14	FD MCT Electronic Repairs LED	101-5010-5011-8110-000	539.00
Ck. 11/19/14 185838	Total		539.00

Aramark Uniform Services

Inv. 530151354			
10/30/14	Uniform Svc	500-6010-6710-8132-000	15.68
10/30/14	Uniform Svc	230-6010-6116-8132-000	15.68
10/30/14	Uniform Svc	210-6010-6501-8132-000	15.68
10/30/14	Uniform Svc	101-6010-6601-8132-000	15.68
10/30/14	Uniform Svc	215-6010-6201-8132-000	15.68
10/30/14	Uniform Svc	215-6010-6310-8132-000	15.68
10/30/14	Uniform Svc	500-6010-6711-8132-000	15.68
Ck. 11/19/14 185839	Total		109.76

ARC

Inv. 7751024			
10/17/14	PW Sewer Map Print Svcs	310-6010-6501-8050-000	303.98
Inv. 7754662			
10/21/14	Hill Drive Print Svcs	101-6010-6011-8050-000	41.41
Inv. 7761032			
10/24/14	Mission/Marengo/Montrose Print	101-6010-6011-8050-000	30.88
Inv. 7761728			
10/24/14	Sewer Map Printing Svcs	310-6010-6501-8050-000	225.00
Inv. 7762859			
10/24/14	Sewer Map Printing Svcs	310-6010-6501-8050-000	2,345.08
Ck. 11/19/14 185840	Total		2,946.38

Arcadis US Inc.

Inv. 0609352			
08/06/14	WilsonRservoirReplacementProje	500-9000-9265-9265-000	20,264.82
Ck. 11/19/14 185841	Total		20,264.82

Armstrong Lock & Safe Co.

Inv. 4675			
09/05/14	PD Duplication of Keys	101-4010-4011-8120-000	107.90
Inv. 64253			
10/20/14	Citywide Keys	101-6010-6601-8020-000	101.43
Inv. 64258			
10/24/14	PD Duplication of Keys	101-4010-4011-8120-000	68.67
Ck. 11/19/14 185842	Total		278.00

Artic Mechanical Inc.

Inv. 140700-226			
09/30/14	A/C Maint. @ PD	101-6010-6601-8120-000	240.00
Inv. 140703-057			
09/24/14	A/C Maint. @ FD	101-6010-6601-8120-000	240.00
Inv. 140703-060			
09/24/14	A/C Maint. @ Iron Works Museum	101-6010-6601-8120-000	100.00
Inv. 140704-848			
09/29/14	A/C Maint. @ PD	101-6010-6601-8120-000	212.50
Ck. 11/19/14 185843	Total		792.50

AT&T --Cingular Wireless

Inv. 829350178X1016			
10/08/14	PD Cell Phones 9/9-10/8/14	101-4010-4011-8150-000	416.08
Inv. 879338213X1023			
10/15/14	FD Cell Phones 9/16-10/15/14	101-5010-5011-8150-000	85.82
Inv. 992893782X1016			
10/08/14	PD Ipad's 9/9-10/8/14	101-4010-4011-8150-000	407.13
Ck. 11/19/14 185844	Total		909.03

Avalon Property Services, Inc.

Inv. 19710			
10/01/14	Garfield Park Unlock RR10/14	232-6010-6417-8180-000	87.12
10/01/14	BusStop Maint,Sweep & Trash Sv	101-6010-6601-8180-000	2,200.50
Inv. 19711			
10/01/14	Arroyo & Orange Grove Park Unl	232-6010-6417-8180-000	87.12
10/01/14	Arroyo & Orange Grove Park Unl	232-6010-6417-8180-000	87.12
Inv. 19712			
10/01/14	Mission Meridian Sweeping Svcs	207-2010-2260-8180-000	696.93
Inv. 19902			
11/01/14	Garfield Park Unlock RR 11/14	232-6010-6417-8180-000	87.12
11/01/14	Bus Stop Maint.,Sweep & Trash	101-6010-6601-8180-000	2,200.50
Inv. 19903			
11/01/14	ArroyoPark & OrangeGrove Unloc	232-6010-6417-8180-000	87.12
11/01/14	ArroyoPark & OrangeGrove Unloc	232-6010-6417-8180-000	87.12
Inv. 19904			
11/01/14	Mission Meridian Sweeping 11/1	207-2010-2260-8180-000	696.93
Ck. 11/19/14 185845	Total		6,317.58

ker & Taylor Entertainment

Inv. T09414360			
10/24/14	CD's & DVD's	101-8010-8011-8080-000	13.71
Inv. T09573780			
10/14/14	CD's & DVD's	101-8010-8011-8080-000	438.47
Inv. T09741610			
10/20/14	CD's & DVD's	101-8010-8011-8080-000	92.21
Inv. T09800200			
10/21/14	CD's & DVD's	101-8010-8011-8080-000	56.14
Inv. T10004220			
10/27/14	CD's & DVD's	101-8010-8011-8080-000	97.60
Ck. 11/19/14 185846	Total		698.13

Baker & Taylor Inc.

Inv. 3019860413			
10/17/14	Books	101-8010-8011-8080-000	103.07
Inv. 3019875643			
10/24/14	Books	101-8010-8011-8080-000	158.96
Inv. 4011013263			
10/08/14	Books	101-8010-8011-8080-000	1,891.98
Inv. 4011017459			
10/13/14	Books	101-8010-8011-8080-000	600.52
Inv. 4011023678			
10/15/14	Books	101-8010-8011-8080-000	154.50
Inv. 4011024785			
10/20/14	Books	101-8010-8011-8080-000	888.42
Inv. 4011025281			
10/20/14	Books	101-8010-8011-8080-000	1,090.12
Inv. 4011027690			
10/22/14	Books	101-8010-8011-8080-000	1,212.83
Inv. 4011030894			
10/27/14	Books	101-8010-8011-8080-000	988.11

Inv. 4011034542				
10/27/14	Books		101-8010-8011-8080-000	85.71
Inv. 4011035720				
10/28/14	Books		101-8010-8011-8080-000	70.44
Ck. 11/19/14 185847	Total			7,244.66
Barrientos, Stephanie				
Inv. 11/03/14				
11/07/14	Reimb. PD Training Expense		101-4010-4011-8200-000	18.64
Ck. 11/19/14 185848	Total			18.64
Bartl, Robert				
Inv. 11/4/14				
11/05/14	Reimb. PD Training Expense		101-4010-4011-8200-000	8.00
Ck. 11/19/14 185849	Total			8.00
Bernal, Ryan				
Inv. 10/27/14				
10/29/14	Reimb. PD Training Expense		101-4010-4011-8210-000	61.60
Ck. 11/19/14 185850	Total			61.60
Bordeaux, Janet				
Inv. Oct 2014				
11/06/14	Instructor Line Dance Class		101-8030-8021-8267-000	48.00
Ck. 11/19/14 185851	Total			48.00
Brard, Francois				
Inv. 10/20/14				
10/30/14	Reimb. Seminar Mileage Expense		101-6010-6601-8020-000	36.
Ck. 11/19/14 185852	Total			36.31
C. P Design Services				
Inv. R373620				
10/30/14	Refund Duplicate Busn License		101-0000-0000-5150-001	34.00
10/30/14	Refund Duplicate Busn License		101-0000-0000-4400-000	96.00
Ck. 11/19/14 185853	Total			130.00
CA Linen Services				
Inv. 1083175				
11/03/14	FD Dept. Supplies		101-5010-5011-8020-000	115.65
Ck. 11/19/14 185854	Total			115.65
CA Maintenance & Environmental				
Inv. 19904				
10/01/14	Monthly Fuel Tank Inspections		101-2010-2011-8100-000	2.00
10/01/14	Monthly Fuel Tank Inspections		101-6010-6011-8100-000	2.00
10/01/14	Monthly Fuel Tank Inspections		101-7010-7101-8100-000	2.00
10/01/14	Monthly Fuel Tank Inspections		101-5010-5011-8100-000	8.00
10/01/14	Monthly Fuel Tank Inspections		101-4010-4011-8100-000	86.00
Inv. 19905				
10/01/14	Maint. Inspection 9/14		101-6010-6601-8180-000	100.00
Inv. 19908				
10/01/14	Yard Replaced Fuel Dispenser		101-6010-6601-8180-000	123.92
10/01/14	Yard Replaced Fuel Dispenser		101-6010-6601-8020-000	123.92
Ck. 11/19/14 185855	Total			447.84
Caltronics Business Systems				
Inv. 1650916				
10/28/14	Toner Shipping		101-4010-4011-8110-000	15.00

Ck. 11/19/14 185856	Total		15.00
Camp, Kurt J.			
Inv. SP00026			
08/23/14	Latent Fingerprint Svcs	101-4010-4011-8180-000	1,907.50
Inv. SP00027			
09/14/14	Latent Fingerprint Svcs	101-4010-4011-8180-000	50.00
Ck. 11/19/14 185857	Total		1,957.50
Canteen Refreshment Svcs			
Inv. 135560138466			
09/25/14	PD Coffee & Supplies	101-4010-4011-8020-000	259.52
Ck. 11/19/14 185858	Total		259.52
Cantu Graphics			
Inv. 4153			
10/26/14	Sr.Center Newsletter 11/14 & 1	101-8030-8021-8050-000	470.88
Ck. 11/19/14 185859	Total		470.88
CBE Los Angeles			
Inv. 1630161			
10/20/14	PW Overage Copier 9/20-10/19/1	101-6010-6011-8050-000	75.30
Ck. 11/19/14 185860	Total		75.30
City of Pasadena			
Inv. AR2109010			
10/14/14	PD Inmate Housing 9/14	101-4010-4011-8180-000	1,958.00
Inv. AR2109148			
10/22/14	PD Inmate Housing 8/14	101-4010-4011-8180-000	1,992.00
Ck. 11/19/14 185861	Total		3,950.00
Clean Source Inc.			
Inv. 2864987-00			
10/06/14	Parks Restrooms Supplies	232-6010-6417-8020-000	487.10
Inv. 2864991-00			
10/06/14	Facilities Restrooms Supplies	101-6010-6601-8120-000	487.10
Inv. 2864992-00			
10/06/14	Parks Restrooms Supplies	232-6010-6417-8020-000	342.28
Inv. 2864994-00			
10/06/14	Facilities Restrooms Supplies	101-6010-6601-8120-000	342.28
Inv. 2870872-00			
10/31/14	Library Janitorial Supplies	101-8010-8011-8120-000	572.74
Ck. 11/19/14 185862	Total		2,231.50
COM Consultants			
Inv. 1409CSP			
10/01/14	Telephone Consultant 9/14	101-2010-2011-8170-000	926.25
Inv. 1410CSP			
11/01/14	Telephone Consultant 10/14	101-2010-2011-8170-000	1,045.00
Ck. 11/19/14 185863	Total		1,971.25
Commline Inc.			
Inv. NP030815			
10/28/14	PD Unit# 1115 Repair PDr. Side	101-4010-4011-8110-000	95.00
Inv. NP030816			
10/28/14	PD Unit# 1198 Repair Pass. Sid	101-4010-4011-8110-000	95.00
Inv. NP030817			
10/28/14	PD Unit# 0432 Repair Dr.Side S	101-4010-4011-8110-000	95.00
Inv. NP030819			
10/28/14	PD Unit# 1201 Repair Batteries	101-4010-4011-8110-000	196.38

Inv. XP030337				
11/05/14	PD Contract Svcs 11/14		101-4010-4011-8170-000	1,172.00
Ck. 11/19/14 185864	Total			1,653.38
Community Economic Solutions				
Inv. 1819				
10/30/14	St.Light & Landscape Maint. Di		101-6010-6011-8170-000	1,520.00
Inv. 1821				
10/30/14	Admin Special Tax Svcs		101-8010-8011-8170-000	875.00
Ck. 11/19/14 185865	Total			2,395.00
Competitive Electric				
Inv. 1065				
10/22/14	Garfield Park Electrical Cabin		101-9000-9337-9337-000	5,269.00
Ck. 11/19/14 185866	Total			5,269.00
Conte, Kelly				
Inv. 11/6/14				
11/06/14	Reimb. Dinousaur PlasticBagBan		500-3010-3012-8232-000	200.01
Ck. 11/19/14 185867	Total			200.01
Control Automation Design Inc				
Inv. 14-031				
09/29/14	SCADA Trouble Shoot MWD Connec		500-6010-6711-8170-000	810.00
Ck. 11/19/14 185868	Total			810.00
D & S Printing				
Inv. 8713				
10/11/14	PD 150 2014 Dept. Inspection N		101-4010-4011-8050-000	96
Inv. 8738				
10/28/14	Plan/BldgDept. Bldg & Electric		101-7010-7101-8050-000	534.10
Inv. 8739				
10/30/14	Plan/Bldg Dept. Mechanical Per		101-7010-7101-8050-000	267.05
Inv. 8755				
11/07/14	3300 PD DR Folders		101-4010-4011-8020-000	2,452.50
Ck. 11/19/14 185869	Total			3,350.12
D'Angelo Company				
Inv. S1230908.001				
10/17/14	Muller Brass Parts		500-0000-0000-1400-000	3,774.89
Ck. 11/19/14 185870	Total			3,774.89
DeepMix Entertainment				
Inv. 8043				
11/03/14	Books		101-8010-8011-8080-000	15.00
Ck. 11/19/14 185871	Total			15.00
Delery, Ashley				
Inv. Oct 2014				
11/06/14	Instructor Pep Up Your Life Cl		101-8030-8021-8267-000	300.00
Ck. 11/19/14 185872	Total			300.00
Delgado, Ana Maria				
Inv. Oct 2014				
11/06/14	Instructor Yoga Class		101-8030-8021-8267-000	201.60
Ck. 11/19/14 185873	Total			201.60
Dell Marketing L.P.				
Inv. XJK4FCN48				
10/16/14	SonicWall Security		101-3010-3032-8180-000	1,133.70

Ck. 11/19/14 185874	Total			1,133.70
Demco				
Inv. 5434565				
10/17/14	Tech Svcs Supplies	101-8010-8011-8020-000		129.98
Inv. 5435368				
10/20/14	Tech Svcs Supplies	101-8010-8011-8020-000		250.16
Inv. 5435398				
10/20/14	Tech Svcs Supplies	101-8010-8011-8020-000		250.16
Inv. 5438858				
10/22/14	Tech Svcs Supplies	101-8010-8011-8020-000		250.16
Inv. 5441908				
10/27/14	Lib Technical Svcs Supplies	101-8010-8011-8020-000		250.16
Ck. 11/19/14 185875	Total			1,130.62
Dept of Consumer Affairs				
Inv. 46281				
11/06/14	Certificate Renewal-Director o	101-6010-6011-8060-000		115.00
Ck. 11/19/14 185876	Total			115.00
Dept of Transportation				
Inv. SL150036				
10/15/14	Signals & Lighting 7/2014-9/20	215-6010-6115-8180-000		267.83
Ck. 11/19/14 185877	Total			267.83
Digital Telecommunications Cor				
Inv. 19652				
11/10/14	Telephone Line Svcs 11/14	101-3010-3041-8150-000		814.37
Ck. 11/19/14 185878	Total			814.37
Discreet Protection Services				
Inv. 5151024				
10/24/14	Background Investigation Fee	101-4010-4011-8170-000		600.00
Inv. 5151103				
11/03/14	Background Investigation Fee	101-4010-4011-8170-000		600.00
Ck. 11/19/14 185879	Total			1,200.00
DMR Team				
Inv. #1				
10/13/14	Engineering Design Svcs Missio	101-9000-9203-9203-000		10,575.00
Inv. #1Add				
10/13/14	Engineering Design Svcs Missio	101-9000-9203-9203-000		3,450.00
Inv. #3				
10/02/14	ArroyoSecoSanitarySwr-Engineer	101-6010-6410-8170-000		11,098.00
Ck. 11/19/14 185880	Total			25,123.00
EC West				
Inv. ECW-070814				
10/20/14	PW Assistant Chair	101-6010-6011-8020-000		304.11
Ck. 11/19/14 185881	Total			304.11
Eisenstein, Barbara				
Inv. 10/18/14				
11/06/14	Reimb. Nature Park 10th Annive	500-3010-3012-8232-000		202.45
Ck. 11/19/14 185882	Total			202.45
enmann-Rovin				
Inv. 0103421				
10/29/14	FD Inspector Badge	101-5010-5011-8020-000		118.09

Ck. 11/19/14 185883	Total		118.
Eurofins Eaton Analytical			
Inv. L0186401			
10/01/14	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0189593			
10/23/14	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0190093			
10/27/14	Water Quality Testing	500-6010-6711-8170-000	85.00
Ck. 11/19/14 185884	Total		255.00
Fastsigns 549			
Inv. 549-1000 6566			
10/06/14	Nature Park 10th Anniversary S	500-3010-3012-8232-000	498.20
Ck. 11/19/14 185885	Total		498.20
Federal Express			
Inv. 2-808-55236			
10/10/14	PD Overnight Shipping	101-4010-4011-8010-000	21.79
Inv. 2-816-04545			
10/17/14	PD Overnight Shipping	101-4010-4011-8010-000	139.00
Inv. 2-824-21202			
10/24/14	PD Overnight Shipping	101-4010-4011-8010-000	19.29
Ck. 11/19/14 185886	Total		180.08
Figoni, Debby			
Inv. 10/10/14			
11/03/14	Reimb. WaterSmart Innovations	500-3010-3012-8232-000	319.55
Ck. 11/19/14 185887	Total		319
Fjeldsted, Steven			
Inv. 10/22/14			
11/08/14	Reimb. Workshop Burbank Lib Mi	101-8010-8011-8070-000	11.20
Ck. 11/19/14 185888	Total		11.20
Foothill Municipal Water Distr			
Inv. 11/6/14			
11/06/14	Water Wise Rain Barrel Event	500-3010-3012-8232-000	333.92
Ck. 11/19/14 185889	Total		333.92
Galls/Quartermaster			
Inv. 002517411			
10/03/14	PD Uniform & Accessories	101-4010-4011-8134-000	92.65
Inv. 002517481			
10/03/14	PD Uniform & Accessories	101-4010-4011-8134-000	9.27
Inv. 002518704			
10/04/14	PD Uniform & Accessories	101-4010-4011-8134-000	92.65
Inv. 002518706			
10/04/14	PD Uniform & Accessories	101-4010-4011-8134-000	41.69
Inv. 002572187			
10/16/14	PD Uniform & Accessories	101-4010-4011-8134-000	453.08
Inv. 002572338			
10/16/14	300 PD Subdued Shoulder Patche	101-4010-4011-8020-000	817.50
Inv. 002591707			
10/21/14	PD Accessories	101-4010-4011-8134-000	125.08
Inv. 002628767			
10/29/14	PD Accessories	101-4010-4011-8134-000	148
Inv. 002628801			
10/29/14	PD Accessories	101-4010-4011-8134-000	5.45

Ck. 11/19/14 185890	Total		1,786.13
Garda CL West Inc.			
Inv. 10043779			
11/01/14	Armored Car Svc 11/14	500-3010-3012-8020-000	867.24
11/01/14	Armored Car Svc 11/14	101-3010-3011-8020-000	867.24
Ck. 11/19/14 185891	Total		1,734.48
George L.Throop Co.			
Inv. 01-655271-00			
10/01/14	Mission Planters	101-6010-6410-8020-000	65.94
Inv. 01-657651-00			
10/29/14	Concrete	230-6010-6116-8020-000	183.94
Ck. 11/19/14 185892	Total		249.88
GK & Associates			
Inv. 14-105			
09/30/14	Construct. Mgmt & Inspect Svcs	101-9000-9340-9340-000	1,620.00
Ck. 11/19/14 185893	Total		1,620.00
Gonzales, Idessa			
Inv. 11/4/14			
11/05/14	Reimb. PD Training Expense	101-4010-4011-8200-000	18.64
Ck. 11/19/14 185894	Total		18.64
Great Match Consulting			
Inv. 1690002928			
10/22/14	Temp Worker w/c 10/19/14	101-9000-9287-9287-000	2,551.92
.. 11/19/14 185895	Total		2,551.92
Greg's Automotive Services			
Inv. 9536			
10/28/14	Yard Unit#19 Vehicle Maint.	500-6010-6711-8100-000	296.32
Ck. 11/19/14 185896	Total		296.32
Hannible, Janee			
Inv. 10/16 & 11/4/14			
11/05/14	Reimb. PD Training Expense	101-4010-4011-8200-000	59.68
Ck. 11/19/14 185897	Total		59.68
Harwood, Haley			
Inv. Fall 2014			
11/03/14	Instructor Bellydance Class	101-8030-8032-8267-000	343.20
Ck. 11/19/14 185898	Total		343.20
Haynes Building Services LLC			
Inv. 5399			
09/30/14	Police Event Svcs	101-4010-4011-8020-000	240.00
Ck. 11/19/14 185899	Total		240.00
ICG, Inc.			
Inv. 201447			
10/31/14	Community Center Feasibility S	275-6010-6410-8170-000	3,230.00
Ck. 11/19/14 185900	Total		3,230.00
MA			
Inv. 509651			
11/06/14	2014-2015 Membership-S.Gonzale	101-2010-2011-8060-000	1,400.00
Ck. 11/19/14 185901	Total		1,400.00

Industrial Chem Labs

Inv. 158593				
10/08/14	Root Begone	210-6010-6501-8020-000		259.61
Ck. 11/19/14 185902	Total			259.61

Inloes, Daniel

Inv. 10/10/14				
10/10/14	Swr GIS Consulting Svcs	210-6010-6501-8170-000		2,070.00
Ck. 11/19/14 185903	Total			2,070.00

Jack's Auto Repair

Inv. 14096				
10/23/14	PD Unit#1198 Vehicle Maint.	101-4010-4011-8100-000		1,122.08
Inv. 14100				
10/24/14	PD Unit#1102 Vehicle Maint.	101-4010-4011-8100-000		63.08
Inv. 14101				
10/24/14	PD Unit#1405 Vehicle Maint.	101-4010-4011-8100-000		64.55
Inv. 14104				
10/29/14	PD Unit#1404 RelineBrakes & Ma	101-4010-4011-8100-000		504.77
Inv. 14114				
11/06/14	PD Unit#0317 Replace Alternato	101-4010-4011-8100-000		453.38
Ck. 11/19/14 185904	Total			2,207.86

JHM Supply

Inv. 439958				
10/03/14	Library Drain	215-6010-6416-8020-000		63.21
Inv. 441783				
10/16/14	Fair Oaks & Monterey Median Sp	215-6010-6416-8020-000		255.26
Inv. 442926				
10/24/14	Mission & Palm Sprinkler Valve	215-6010-6416-8020-000		174.00
Inv. 444094				
11/03/14	Arroyo Park North Sprinkler Va	215-6010-6416-8020-000		321.18
Ck. 11/19/14 185905	Total			814.07

Johnson Lift/Hyster

Inv. 04254052				
10/20/14	Svc Forklift @ Svc Yard	500-6010-6710-8100-000		50.05
10/20/14	Svc Forklift @ Svc Yard	101-6010-6410-8100-000		50.05
10/20/14	Svc Forklift @ Svc Yard	230-6010-6116-8110-000		50.05
Ck. 11/19/14 185906	Total			150.15

JT Engineering Inc.

Inv. 5316				
08/25/14	HawthorneStreet Improvement Pr	233-9000-9358-9358-000		10,012.00
08/25/14	HawthorneStreet Improvement Pr	101-9000-9358-9358-000		12,743.00
Ck. 11/19/14 185907	Total			22,755.00

Kaminski, Belen Marie

Inv. 11/3/14				
11/05/14	Reimb. PD Training Expense	101-4010-4011-8200-000		18.64
Inv. 11/4/14				
11/05/14	Reimb. PD Training Expenses	101-4010-4011-8200-000		138.48
Ck. 11/19/14 185908	Total			157.12

Larry's Union Svc

Inv. 036443				
10/29/14	FD Vehicle Svc for Chief Riddl	101-5010-5011-8100-000		84.00
Ck. 11/19/14 185909	Total			84

Lee Ko, Mariam				
Inv. 10/27-29/14				
11/03/14	Reimb. CalPers Conf. Expenses	101-2010-2013-8090-000		317.42
Ck. 11/19/14 185910	Total			317.42
Leong, Sara				
Inv. R53530				
10/28/14	Refund WMB Deposit 10/25/14	101-0000-0000-2920-000		362.50
Ck. 11/19/14 185911	Total			362.50
Litwin, Louis				
Inv. 10/7/14				
10/19/14	PD Admin Hearings 10/7/14	101-4010-4011-8180-000		225.00
Ck. 11/19/14 185912	Total			225.00
Lucas, Jason				
Inv. 10/27/14				
10/29/14	Reimb. PD Training Expense	101-4010-4011-8210-000		61.60
Ck. 11/19/14 185913	Total			61.60
Matt Chlor Inc				
Inv. 14254				
10/16/14	Sodium Hypochlorite for Graves	500-6010-6711-8020-000		141.53
Ck. 11/19/14 185914	Total			141.53
Melchiorre, Mark				
Inv. Oct 2014				
11/03/14	Instructor Qigong Class	101-8030-8032-8267-000		32.00
Inv. Sept 2014				
10/27/14	Instructor Qigong Class	101-8030-8032-8267-000		32.00
Ck. 11/19/14 185915	Total			64.00
Natural Gas Systems Inc.				
Inv. 3374				
10/01/14	CNG Station Maint. 9/14	101-6010-6601-8180-000		375.00
Inv. 3393				
10/02/14	Svc Repair 3 Way Valve	101-6010-6601-8180-000		385.22
Ck. 11/19/14 185916	Total			760.22
Nelson Nygaard Consult. Assoc.				
Inv. 62391				
10/22/14	Transportation Analysis SR710	101-0000-0000-2990-015		1,566.00
Ck. 11/19/14 185917	Total			1,566.00
Ninyo & Moore				
Inv. 183606				
10/03/14	Street Improvement Project 8/1	101-9000-9393-9393-000		1,263.51
10/03/14	Street Improvement Project 8/1	101-9000-9391-9391-000		2,641.74
Ck. 11/19/14 185918	Total			3,905.25
Norman's Nursery				
Inv. 511608				
10/15/14	Fair Oaks & Hope Tree Replacem	215-6010-6310-8181-000		419.65
Ck. 11/19/14 185919	Total			419.65
Office Solutions				
Inv. I-00681992				
10/08/14	PD Office Supplies	101-4010-4011-8000-000		241.91
Inv. I-00684046				
10/13/14	PD Office Supplies	101-4010-4011-8000-000		76.29

Inv. I-00684601				
10/14/14	PD Office Supplies	101-4010-4011-8000-000		76.29
Ck. 11/19/14 185920	Total			394.49
Osz Technologies				
Inv. 10067				
10/30/14	Computer Support Equipment	101-3010-3032-8530-000		372.03
Inv. 10068				
10/31/14	General Computer Support 10/16	101-3010-3032-8170-000		8,027.50
Ck. 11/19/14 185921	Total			8,399.53
Pacheco, Cynthia				
Inv. 11/3/14				
11/07/14	Reimb. PD Training Expense	101-4010-4011-8200-000		18.64
Inv. 11/4/14				
11/04/14	Reimb. PD Training Expense	101-4010-4011-8200-000		8.40
Ck. 11/19/14 185922	Total			27.04
Pacific Hydrotech Corp.				
Inv. #21				
09/30/14	Wilson Reservoir Replacement 9	500-9000-9265-9265-000		206,150.10
Ck. 11/19/14 185923	Total			206,150.10
Pasadena Humane Society				
Inv. Nov 2014				
11/06/14	PD Animal Control Svcs 11/14	101-4010-4011-8180-000		9,926.05
Ck. 11/19/14 185924	Total			9,926.05
Phoenix Group Information Syst				
Inv. 092014184				
10/20/14	PD Citation & Permit Processin	101-0000-0000-4460-000		350.80
10/20/14	PD Citation & Permit Processin	101-0000-0000-4610-000		1,183.71
Ck. 11/19/14 185925	Total			1,534.51
Pitney Bowes-Reserve Account				
Inv. 34133033				
11/05/14	Postage Meter	101-2010-2013-8010-000		0.90
11/05/14	Postage Meter	101-1020-1021-8010-000		1.44
11/05/14	Postage Meter	101-2010-2011-8010-000		2.88
11/05/14	Postage Meter	101-6010-6011-8010-000		49.51
11/05/14	Postage Meter	101-7010-7101-8010-000		81.88
11/05/14	Postage Meter	101-4010-4011-8010-000		83.63
11/05/14	Postage Meter	101-5010-5011-8010-000		243.05
11/05/14	Postage Meter	101-3010-3011-8010-000		270.14
Ck. 11/19/14 185926	Total			733.43
ProQuest Info. & Learning				
Inv. US1761748				
10/29/15	Electronic Reference 4/1/15-3/	101-8010-8011-8031-000		894.00
Ck. 11/19/14 185927	Total			894.00
Provision First Aid and Safety				
Inv. 06-10566				
10/30/14	Yard First Aid Kit Supplies	101-6010-6410-8000-000		10.56
10/30/14	Yard First Aid Kit Supplies	230-6010-6116-8000-000		10.56
10/30/14	Yard First Aid Kit Supplies	101-6010-6601-8000-000		10.56
10/30/14	Yard First Aid Kit Supplies	500-6010-6711-8000-000		10.56
10/30/14	Yard First Aid Kit Supplies	210-6010-6501-8000-000		10.56
10/30/14	Yard First Aid Kit Supplies	500-6010-6710-8000-000		10.57

Ck. 11/19/14 185928	Total		63.38
Public Safety Technologies			
Inv. 94739			
11/07/14	PD Svc Pro Laser III & Replace	101-4010-4011-8110-000	366.62
Ck. 11/19/14 185929	Total		366.62
Quinn Company			
Inv. WO810165764			
10/20/14	St.Dept. Backhoe Repairs	230-6010-6116-8100-000	5,160.34
Ck. 11/19/14 185930	Total		5,160.34
Quinoveva, Anacleto			
Inv. I			
11/03/14	DAR WorkbookDevelopmentFY13-14	205-8030-8025-8180-000	140.00
Ck. 11/19/14 185931	Total		140.00
Refrigeration Supplies Distrib			
Inv. 1377151-00			
10/16/14	Citywide HVAC Miant. Supplies	101-6010-6601-8120-000	86.93
Inv. 1377582-00			
10/22/14	Citywide HVAC Miant. Supplies	101-6010-6601-8120-000	101.47
Ck. 11/19/14 185932	Total		188.40
Ronnie, Matthew			
Inv. 10/27/14			
10/29/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
11/19/14 185933	Total		61.60
Roth Staffing Companies			
Inv. 13054215			
10/31/14	Temp Employee w/e 10/26/14	101-3010-3011-8170-000	199.80
10/31/14	Temp Employee w/e 10/26/14	500-3010-3012-8170-000	599.40
Inv. 13057054			
11/07/14	Temp Employee w/e 11/2/14	101-3010-3011-8170-000	162.31
11/07/14	Temp Employee w/e 11/2/14	500-3010-3012-8170-000	486.94
Ck. 11/19/14 185934	Total		1,448.45
S.P.Review			
Inv. 2807			
10/07/14	PD Open House Ads	101-4010-4011-8060-000	250.00
Inv. 2847			
10/22/14	Ord# 2275-Mobile Advertising V	101-1020-1021-8040-000	256.00
Inv. 509			
10/22/14	PW Newspaper Subscription	101-6010-6011-8040-000	60.00
Ck. 11/19/14 185935	Total		566.00
Salinas, Art			
Inv. R53697			
11/05/14	Rcfund WMB Deposit Rental 11/1	101-0000-0000-2920-000	445.00
Ck. 11/19/14 185936	Total		445.00
Sanchez, Michael			
Inv. 10/27/14			
10/28/14	Reimb. PD Training Expense	101-4010-4011-8200-000	43.12
Ck. 11/19/14 185937	Total		43.12
Sande Equipment Company Inc.			
Inv. 0264594			
10/16/14	Power Washer Repair/Tune Up	101-6010-6410-8110-000	409.35

Ck. 11/19/14 185938	Total		405
Saxon, Kris			
Inv. 10/27/14			
10/27/14	Reimb. FD Strike Team Equipmen	101-5010-5011-8134-000	95.96
Ck. 11/19/14 185939	Total		95.96
Security Design Systems, Inc.			
Inv. 195463			
11/01/14	PD Lease of Camera Equipment &	101-4010-4011-8110-000	65.18
Inv. 195464			
11/01/14	PD Lease of Camera Equipment &	101-4010-4011-8110-000	30.00
Inv. 195465			
11/01/14	PD Lease of Camera Equipment &	101-4010-4011-8110-000	145.00
Inv. 195466			
11/01/14	PD Lease of Camera Equipment &	101-4010-4011-8110-000	113.00
Ck. 11/19/14 185940	Total		353.18
Shift Calendars Inc			
Inv. 18394			
07/08/13	FD Shift Calendars	101-5010-5011-8020-000	38.10
Inv. 19474			
11/03/14	FD Shift Calendars	101-5010-5011-8020-000	19.31
Ck. 11/19/14 185941	Total		57.41
Shono, Jean			
Inv. Oct 2014			
11/06/14	Instructor Knitting Class	101-8030-8021-8267-000	104.00
Ck. 11/19/14 185942	Total		104
Showcases			
Inv. 281815			
10/09/14	Tech Svcs Supplies	101-0000-0000-2700-000	(1.62)
10/09/14	Tech Svcs Supplies	101-8010-8011-8020-000	21.01
Inv. 281816			
10/09/14	Tech Svcs Supplies	101-0000-0000-2700-000	(7.36)
10/09/14	Tech Svcs Supplies	101-8010-8011-8020-000	95.65
Inv. 282037			
10/17/14	Tech Svcs Supplies	101-0000-0000-2700-000	(8.07)
10/17/14	Tech Svcs Supplies	101-8010-8011-8020-000	104.94
Ck. 11/19/14 185943	Total		204.55
Signet Design			
Inv. R374287			
11/06/14	Refund Busn Lic. Duplicate Pay	101-0000-0000-4405-000	1.00
11/06/14	Refund Busn Lic. Duplicate Pay	220-0000-0000-5412-000	45.00
11/06/14	Refund Busn Lic. Duplicate Pay	101-0000-0000-4420-000	60.00
11/06/14	Refund Busn Lic. Duplicate Pay	101-0000-0000-4400-000	120.00
Ck. 11/19/14 185944	Total		226.00
Staples Business Advantage			
Inv. 3245356508			
10/11/14	Recreation Office Supplies	101-8030-8032-8000-000	417.75
Inv. 3245356509			
10/11/14	Recreation Office Supplies	101-8030-8032-8000-000	44.13
Inv. 3245681979			
10/16/14	FD Office Supplies	101-5010-5011-8000-000	270.51
Inv. 3245681981			
10/16/14	Yard Office Supplies	500-6010-6710-8000-000	12.55
10/16/14	Yard Office Supplies	500-6010-6710-8000-000	12.55
10/16/14	Yard Office Supplies	101-6010-6410-8000-000	12.55

10/16/14	Yard Office Supplies	210-6010-6501-8020-000	12.55
10/16/14	Yard Office Supplies	230-6010-6116-8020-000	12.55
10/16/14	Yard Office Supplies	101-6010-6601-8020-000	12.55
10/16/14	Yard Office Supplies	215-6010-6201-8000-000	12.55
10/16/14	Yard Office Supplies	101-6010-6011-8020-000	33.79
Inv. 3246194861			
10/23/14	Finance Office Supplies	101-3010-3011-8000-000	108.16
Inv. 3246194862			
10/23/14	Yard Break Room Supplies	215-6010-6201-8000-000	18.93
10/23/14	Yard Break Room Supplies	500-6010-6710-8000-000	18.95
10/23/14	Yard Break Room Supplies	500-6010-6710-8000-000	18.95
10/23/14	Yard Break Room Supplies	101-6010-6410-8000-000	18.95
10/23/14	Yard Break Room Supplies	210-6010-6501-8020-000	18.95
10/23/14	Yard Break Room Supplies	230-6010-6116-8020-000	18.95
10/23/14	Yard Break Room Supplies	101-6010-6601-8020-000	18.95
Inv. 3246270540			
10/24/14	Yard Break Room Supplies	101-6010-6601-8020-000	9.31
10/24/14	Yard Break Room Supplies	215-6010-6201-8000-000	9.31
10/24/14	Yard Break Room Supplies	230-6010-6116-8020-000	9.31
10/24/14	Yard Break Room Supplies	500-6010-6710-8000-000	9.32
10/24/14	Yard Break Room Supplies	500-6010-6710-8000-000	9.32
10/24/14	Yard Break Room Supplies	101-6010-6410-8000-000	9.32
10/24/14	Yard Break Room Supplies	210-6010-6501-8020-000	9.32
Inv. 3246668459			
10/28/14	Finance Office Supplies	101-3010-3011-8000-000	4.68
Inv. 3246668460			
10/28/14	PD Office Supplies	101-4010-4011-8000-000	893.10
Inv. 3246668461			
10/28/14	PD Office Supplies	101-4010-4011-8000-000	211.51
Inv. 3246731541			
10/29/14	Plan/Bldg Office Supplies	101-7010-7101-8000-000	116.09
10/29/14	Finance Office Supplies	101-3010-3011-8000-000	353.41
Inv. 3246731542			
10/29/14	PD Office Supplies	101-4010-4011-8000-000	711.79
Inv. 3246731543			
10/29/14	PD Office Supplies	101-4010-4011-8000-000	267.10
Inv. 3246731544			
10/29/14	PD Office Supplies	101-4010-4011-8000-000	49.05
Ck. 11/19/14 185945	Total		3,766.79
Studio Spectrum			
Inv. 17996			
10/31/14	AV Svcs 10/14	101-1020-1021-8170-000	3,287.68
Ck. 11/19/14 185946	Total		3,287.68
Sun Badge Company			
Inv. 354192			
10/31/14	Conant & Lucero Retirement Fla	101-4010-4011-8020-000	244.99
Inv. 355135			
10/08/14	PD Badge Repair	101-4010-4011-8020-000	65.68
Ck. 11/19/14 185947	Total		310.67
Tom's Clothing & Uniforms Inc			
Inv. 81607			
10/16/14	Reimb. FD Chief Riddle Uniform	101-5010-5011-8020-000	20.71
Inv. 81771			
09/17/14	PD 3 Stop Signs	101-4010-4011-8134-000	81.75
11/19/14 185948	Total		102.46

Toro Enterprises Inc.

Inv. 8775			
08/31/14	Orange Grove Ave. St. Improve	101-9000-9383-9383-000	100,139.02
Ck. 11/19/14 185949	Total		100,139.02

Tran, David

Inv. R53529			
10/28/14	Refund WMB Deposit 10/25/14	101-0000-0000-2920-000	500.00
Ck. 11/19/14 185950	Total		500.00

TruGreen Landcare-West

Inv. 7783603			
07/31/14	Remove Dead Oleanders @ Westsi	500-6010-6711-8020-000	1,500.00
Inv. 7827938			
10/31/14	Landscape Svcs 10/14	215-6010-6416-8180-000	5,012.36
10/31/14	Landscape Svcs 10/14	101-6010-6410-8180-000	12,061.64
Ck. 11/19/14 185951	Total		18,574.00

Tumpak, John

Inv. 11/19/14			
10/31/14	Jazz Presentation 11/19/14	101-8030-8021-8020-000	100.00
Ck. 11/19/14 185952	Total		100.00

Turnout Maintenance Company LL

Inv. 11521			
10/24/14	FD Turnout Repairs	101-5010-5011-8134-000	110.00
Ck. 11/19/14 185953	Total		110.00

UCLA Center for Prehospital Ca

Inv. 1050			
10/01/14	FD Paramedic Training	101-5010-5011-8170-000	1,878.95
Ck. 11/19/14 185954	Total		1,878.95

Unique Mgmt Svcs Inc.

Inv. 294556			
11/01/14	Recovery Agency Svcs 10/14	101-8010-8011-8180-000	581.75
Ck. 11/19/14 185955	Total		581.75

Upper S.G.Mun. Water Dist.

Inv. 7/1-9/30/14			
10/24/14	Region Wide Residential Rebate	500-3010-3012-8232-000	7,275.10
Ck. 11/19/14 185956	Total		7,275.10

UPS

Inv. 0000Y9W874434			
10/25/14	PW Overnight Shipping	101-6010-6011-8010-000	8.92
Ck. 11/19/14 185957	Total		8.92

URS Corporation

Inv. 5951464			
08/05/14	Wilson Rsvr Replacement Projec	500-9000-9255-9255-000	6,683.50
Inv. 6010100			
09/25/14	Wilson Rsvr Replacement Projec	500-9000-9255-9255-000	3,460.00
Ck. 11/19/14 185958	Total		10,143.50

Valdez, Catalina

Inv. 11/4/14			
11/04/14	Reimb. PD Training Expense	101-4010-4011-8200-000	8.4
Ck. 11/19/14 185959	Total		8.40

. alley Construction Mgmt

Inv. SD0415-1				
11/15/14	Construct, Mgmt & Inspect Svcs	310-6010-6501-8170-000		9,847.50
Ck. 11/19/14 185960	Total			9,847.50

VR Auto Repair

Inv. 184753				
08/20/14	PD Unit#1112 Tire Change	101-4010-4011-8100-000		25.00
Inv. 184758				
10/16/14	Change PD Tires & Valve Stems	101-4010-4011-8100-000		75.00
Inv. 184760				
11/06/14	PD Unit#1201 Tire Change	101-4010-4011-8100-000		25.00
Ck. 11/19/14 185961	Total			125.00

W L Construction Supply

Inv. 5315				
10/16/14	Concrete Saw Blade	230-6010-6116-8020-000		455.99
Ck. 11/19/14 185962	Total			455.99

West Coast Arborists, Inc.

Inv. 99284				
08/31/14	Tree Trim, RemovalReplacement	215-6010-6310-8180-000		4,157.00
08/31/14	City Wide Tree Svcs 8/16-31/14	215-6010-6310-8180-000		12,433.00
Ck. 11/19/14 185963	Total			16,590.00

Whitby, David

Inv. Oct 2014				
11/06/14	All Things Apple Lectures 10/1	101-8030-8021-8267-000		384.00
11/19/14 185964	Total			384.00

Wong, Daren

Inv. 11/4/14				
11/05/14	Riemb. PD Training Expense	101-4010-4011-8200-000		8.40
Ck. 11/19/14 185965	Total			8.40

Wong, Pauline

Inv. Oct 2014				
11/06/14	Instructor Line Dance Class	101-8030-8021-8267-000		48.00
Ck. 11/19/14 185966	Total			48.00

Wright Supply Inc

Inv. 176642				
10/23/14	Grand Restroom Fan Motor	101-6010-6601-8120-000		39.89
Ck. 11/19/14 185967	Total			39.89

Y Tire Sales

Inv. 115468				
10/31/14	PD Unit#0604 Tires	101-4010-4011-8180-000		347.42
Ck. 11/19/14 185968	Total			347.42

Total				564,700.28
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ATTACHMENT 4
Payroll 11-07-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 11.07.14

Account Number	Account Name	11.19.14
101-0000-0000-1010-000	General Fund - Payroll cash	504,386.04
	Other Withholding Payables	\$ 249,079.25
101-0000-0000-1010-000	Net General Fund - Payroll Cash	255,306.79
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	6,552.55
207-0000-0000-1010-000	Prop C - Payroll Cash	5,022.05
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	10,012.10
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Aesessment - PR C:	10,656.85
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	7,598.00
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	14,068.23
247-0000-0000-1010-000	SGVCOG Grant Fund	-
260-0000-0000-1010-000	CDBG - Payroll Cash	-
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	823.76
500-0000-0000-1010-000	Water Fund - Payroll Cash	44,885.71
700-0000-0000-2210-000	Internal Revenue Service	59,274.51
700-0000-0000-2230-000	Internal Revenue Service	15,818.06
Total Checks & Direct Deposits		430,018.61
Checks		20,792.44
Direct Deposits		334,158.60
I.R.S Payments		75,067.57
		<u>430,018.61</u>
To 700		583,212.85
Other PR Payable		249,079.25
ACH Payable		<u>334,133.60</u>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 11.19.14

<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 11/2/14	ACH	227.0000.0000.1010.000	Payroll PE 11.02.14	\$ 7,598.00

RSA Report Total \$ 7,598.00

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: November 19, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SA*
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director *DB*
SUBJECT: **Monthly Investment Reports for September 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 September 2014.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

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. 7365 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 September 2014
November 19, 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 September 2014
2. Successor Agency to the Community Redevelopment Agency Investment Reports for September 2014
3. Public Financing Authority Investment Reports for September 2014

ATTACHMENT 1
City Investment Reports for September 2014

Exhibit A

City of South Pasadena

INVESTMENT REPORT
September 30, 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	0.246%	51.26%	10,103,820.10	10,103,820.10
SUBTOTAL			51.26%	<u>10,103,820.10</u>	<u>10,103,820.10</u>
CITIBANK SMITH BARNEY					
Certificates of Deposit/Securities	See Exhibit B-2	0.099%	48.74%	<u>9,607,897.73</u>	<u>9,611,548.68</u>
SUBTOTAL			48.74%	<u>9,607,897.73</u>	<u>9,611,548.68</u>
TOTAL INVESTMENTS			100.00%	<u>\$19,711,717.83</u>	<u>\$19,715,368.78</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$3,855,458.34
Smith Barney Uninvested Cash Balance:	\$2,592,580.98
Smith Barney Unsettled Transactions	\$0.00

Required Disclosures:

Average weighted maturity of the portfolio 43 DAYS

Average weighted total yield to maturity of the portfolio 0.175%

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
September 30, 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	9/30/2014
Project Fund -- 6711728914	Blackrock Provident Institutional Treasury Funds	\$0.00	9/30/2014
Total South Pasadena Funds Managed by Trustee		\$0.00	
Common (Pooled) Accounts *			
Costs of Issuance Fund -- 6711728905	Blackrock Provident Institutional Treasury Funds	0.00	9/30/2014
Revenue Fund -- 6711728901	Blackrock Provident Institutional Treasury Funds	0.01	9/30/2014
Interest Account Fund -- 6711728902	Blackrock Provident Institutional Treasury Funds	46,231.25	9/30/2014
Principal Account Fund -- 6711728903	Blackrock Provident Institutional Treasury Funds	125,000.00	9/30/2014
Installment Fund -- 6711728912	Blackrock Provident Institutional Treasury Funds	0.46	9/30/2014
Reserve Fund -- 6711728913	Blackrock Provident Institutional Treasury Funds	1.00	9/30/2014
Sinking Fund -- 6711728904	n/a	0.00	9/30/2014
Total Common Accounts Funds		\$171,232.72	
Grand Total Accounts on Monthly Statement		\$171,232.72	

* 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.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
September 30, 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 Gov't. Securities	U.S. Treasury Bill	912796EK1	9/22/2014	8,558,000.00		8,557,897.73	0.004%	0.004%	8,557,657.68	0.004%	12/18/2014	79	0.00
2 CD	Ally Bank - UT	02005QS46	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,365.00	1.090%	9/21/2015	356	1,365.00
3 CD	Discover Bank - DE	254671GJ3	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,387.50	1.090%	9/21/2015	356	1,387.50
4 CD	Goldman Sachs	38143AE68	9/19/2012	250,000.00		250,000.00	1.150%	1.150%	251,220.00	0.683%	9/21/2015	356	1,220.00
5 CD	Apple Bank - NY	037830RK4	9/26/2012	50,000.00		50,000.00	0.550%	0.550%	50,281.00	0.540%	9/28/2015	363	281.00
6 CD	Business Bank - MO	12325EFP2	9/28/2012	250,000.00		250,000.00	0.500%	0.500%	249,637.50	0.698%	9/28/2015	363	(362.50)
Subtotal CDs/Securities				9,608,000.00		9,607,897.73	0.107%	0.107%	9,611,548.68	0.099%		110	3,891.00
Money Market	Liquid Asset Fund			0.00		251,741.60	0.010%	0.010%	251,741.60	0.010%		1	
Mutual Fund	Gov't. Cash Mgmt.			0.00		2,340,733.22	0.010%	0.010%	2,340,733.22	0.010%		1	
Uninvested Cash				0.00		106.16			106.16			1	
Grand Totals				9,608,000.00		12,200,478.71	0.086%	0.086%	12,204,129.66	0.080%		86	3,891.00
Unsettled Transactions													
				0.00		0.00			0.00				0.00
Totals incl. Unsettled Transactions				9,608,000.00		12,200,478.71			12,204,129.66				3,891.00
Adjustments													
Differential due to Valuing Short-Term CDs/Securities at Cost									(240.05)				(240.05)
Adjusted Total									12,203,889.61				3,650.95
Totals per Bank Statement						12,200,478.71			12,203,889.61				3,650.95

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	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	FY 2014-15
JULY	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	20,958,651
AUGUST	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	12,658,088
SEPTEMBER	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	19,715,369
OCTOBER	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	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	7,802,755	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	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	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	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	10,326,041	15,460,860	18,784,000	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	
MAY	11,745,463	17,070,125	20,209,000	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	
JUNE	10,535,314	15,170,118	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	

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

Exhibit A

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
September 30, 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	0.246%			910,136.27	
SUBTOTAL				100.00%	<u>910,136.27</u>	
TOTAL INVESTMENTS				100.00%	<u>\$910,136.27</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 0.246%

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
September 30, 2014**

SA-CRA LAIF Account	
Beginning Balance:	\$910,136.27
Add Deposits	
Subtract Withdrawals	
Ending LAIF Balance:	\$910,136.27

Exhibit C

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
September 30, 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	\$9.84	9/30/2014
Interest Account	Blackrock Provident Institutional Treasury Funds	0.00	9/30/2014
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds	0.00	9/30/2014
Reserve Account	Blackrock Provident Institutional Treasury Funds	<u>199,583.30</u>	9/30/2014
Total Funds Managed by Union Bank of California		\$199,593.14	

* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

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

Summary of Invested Funds -- Last Day of the Month

MONTH	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	FY 2014-15
JULY	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	910,136
AUGUST	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	910,136
SEPTEMBER	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	910,136
OCTOBER	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	2,834,110	3,034,905	2,831,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532	
DECEMBER	2,834,110	3,177,905	2,991,650	2,959,419	2,205,097	1,987,121	1,796,085	1,754,833	908,532	
JANUARY	2,859,997	3,237,463	3,052,641	2,977,435	2,208,580	1,989,403	820	1,756,257	909,118	
FEBRUARY	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	3,167,997	3,334,463	3,052,641	2,977,435	2,208,580	1,939,403	2,000,820	906,257	909,118	
APRIL	2,984,072	2,802,720	3,084,227	3,141,429	2,211,614	1,941,969	2,001,427	907,394	909,635	
MAY	3,035,072	2,977,720	3,084,227	3,141,429	1,981,614	1,941,969	2,001,427	907,394	909,635	
JUNE	2,840,072	2,977,720	3,084,227	3,091,429	1,981,614	1,891,969	2,001,427	907,394	909,635	

2017

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ATTACHMENT 3
Public Financing Authority Investment Reports for
September 2014

Exhibit A

South Pasadena
Public Financing Authority
INVESTMENT REPORT
September 30, 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	0.112%	60.79%	15,288,810.25	15,288,810.25
Certificates of Deposit / Govt. Securities	See Exhibit B	0.724%	39.21%	9,861,974.00	9,861,974.00
SUBTOTAL			100.00%	25,150,784.25	25,150,784.25
TOTAL INVESTMENTS			100.00%	\$25,150,784.25	\$25,150,784.25

OTHER ACCOUNTS:

Wells Fargo 2009 Bonds Revenue Fund	\$0.00
Wells Fargo 2009 Bonds Interest Fund	\$1,012,125.00
Wells Fargo 2009 Bonds Principal Fund	\$740,000.00
Wells Fargo 2013 Bonds Revenue Fund	\$0.00
Wells Fargo 2013 Bonds Interest Fund	\$114,993.72
Wells Fargo 2013 Bonds Principal Fund	\$325,000.00
Wells Fargo 2013 Bonds Cost of Issuance Fund	\$18,616.64

Required Disclosures:

Average weighted maturity of the portfolio 187 DAYS

Average weighted total yield to maturity of the portfolio 0.352%

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
September 30, 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	
Reserve Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		4,533.73	0.010%	4,533.73	0.010%		1	
3	Government Advantage Money Market		201,740.49	0.010%	201,740.49	0.010%		1	
Subtotal Cash & Cash Equivalents			206,274.22	0.010%	206,274.22	0.010%			
1	CDARS - CD	Key Bank Natl. Assn. -OH	3/13/2013	225,000.00	0.450%	225,000.00	0.450%	3/13/2015	164
2	CDARS - CD	Medallion Bank - UT	3/15/2013	248,000.00	0.550%	248,000.00	0.550%	3/15/2016	532
3	CDARS - CD	Lake Forest Bank	6/27/2014	248,000.00	1.600%	248,000.00	1.600%	6/27/2016	636
4	CDARS - CD	American State Bank -IA	3/28/2013	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	910
5	CDARS - CD	Oriental Bank	5/29/2014	248,000.00	1.000%	248,000.00	1.000%	5/30/2017	973
6	CDARS - CD	Barclays Bank	7/2/2014	248,000.00	1.150%	248,000.00	1.150%	7/3/2017	1,007
7	CDARS - CD	CIT Bank - UT	3/13/2013	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	1,260
8	CDARS - CD	First Bank - PR	3/15/2013	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	1,262
9	CD - Callable	JP Morgan Chase - OH	3/15/2013	248,000.00	0.750%	248,000.00	0.750%	3/15/2018	1,262
10	CDARS - CD	Bank of Deerfield	6/11/2014	248,000.00	1.600%	248,000.00	1.600%	6/11/2018	1,350
11	CDARS - CD	Discover Bank - DE	7/16/2014	247,000.00	1.550%	247,000.00	1.550%	7/16/2018	1,385
12	CDARS - CD	Goldman Sachs Bank	7/16/2014	247,000.00	1.600%	247,000.00	1.600%	7/16/2018	1,385
13	CDARS - CD	GE Capital Bank	7/18/2014	247,000.00	1.600%	247,000.00	1.600%	7/18/2018	1,387
14	CDARS - CD	Bar Harbor Bank - ME	5/30/2014	170,000.00	1.600%	170,000.00	1.600%	3/29/2019	1,641
Subtotal CDs			3,368,000.00	1.159%	3,368,000.00	1.159%		1,075	
Total Reserve Fund			3,574,274.22	1.092%	3,574,274.22	1.092%		1,013	

Project Fund

1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		843,682.65	0.010%	843,682.65	0.010%		1	
3	Government Advantage Money Market		9,196,692.09	0.010%	9,196,692.09	0.010%		1	
4	USA Mutuals Partners Insured		5,042,161.29	0.320%	5,042,161.29	0.320%		1	
Subtotal Cash & Cash Equivalents			15,082,536.03	0.114%	15,082,536.03	0.114%		1	
1	Govt. Securities	Fed. Home Loan Mtg. Co.	12/16/2011	2,011,974.00	0.625%	2,011,974.00	0.625%	12/29/2014	90
3	CDARS - CD	Doral Bank	11/8/2013	249,000.00	0.350%	249,000.00	0.350%	11/7/2014	38
4	CDARS - CD	Bank Baroda NY	11/12/2013	249,000.00	0.350%	249,000.00	0.350%	11/12/2014	43
5	CDARS - CD	Fifth Third Bank Columbus	11/13/2013	249,000.00	0.300%	249,000.00	0.300%	11/13/2014	44
6	CDARS - CD	BBCN Bank CA	11/18/2013	249,000.00	0.300%	249,000.00	0.300%	11/18/2014	49
7	CDARS - CD	Compass Bank AL	11/13/2013	249,000.00	0.550%	249,000.00	0.550%	5/13/2015	225
8	CDARS - CD	TCF Natl Bank Sioux Falls S	11/13/2013	249,000.00	0.400%	249,000.00	0.400%	5/13/2015	225
9	CDARS - CD	Sterling Savings Bank	12/18/2013	249,000.00	0.400%	249,000.00	0.400%	6/18/2015	261
10	CDARS - CD	First State Bank	12/23/2013	249,000.00	0.400%	249,000.00	0.400%	6/23/2015	266
11	CDARS - CD	Conestoga Bank	12/27/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	269
12	CDARS - CD	Pacific City Bank	12/26/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	269
13	CDARS - CD	Private Bank & Trust	10/4/2013	249,000.00	0.650%	249,000.00	0.650%	10/5/2015	370
14	CDARS - CD	First United Bank	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	374
15	CDARS - CD	North American Banking Co.	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	374
16	CDARS - CD	Bridgewater Bank	10/10/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	374
17	CDARS - CD	Luana Savings Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	374
18	CDARS - CD	Lyons National Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/13/2015	378
19	CDARS - CD	Pilot Bank	10/17/2013	249,000.00	0.500%	249,000.00	0.500%	10/16/2015	381
20	CDARS - CD	Enerbank	10/17/2013	249,000.00	0.550%	249,000.00	0.550%	10/19/2015	384

Exhibit B

**Funds and Investments
Held by Contracted (Third) Parties
September 30, 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
Subtotal CDs & Securities			6,493,974.00	0.498%	6,493,974.00	0.498%		166
Total Project Fund			21,576,510.03	0.229%	21,576,510.03	0.229%		51
Grand Totals			25,150,784.25	0.352%	25,150,784.25	0.352%		187

City of South Pasadena Agenda Report

*Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

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

COUNCIL AGENDA: November 19, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
John A. Wolitarsky, Water Project Manager

SUBJECT: **Award of Contract to Pacific Hydrotech Corporation for Construction of the Garfield Reservoir Replacement Project**

Recommendation

It is recommended that the City Council:

1. Award a construction contract to Pacific Hydrotech Corporation for the Garfield Reservoir Replacement Project; and
2. Reject all other bids received; and
3. Authorize the City Manager to enter into an agreement, in substantially the form attached with Pacific Hydrotech Corporation for a not-to-exceed amount of \$18,626,440.

Fiscal Impact

There are adequate funds in account 500-9266 to cover the cost of this contract.

Garfield Reservoir is one of the main projects for funding for the 2009 water bond proceeds. As of June 30, 2014, there is an undesignated fund balance of \$20,500,000 in the 2009 water bond proceeds. If the City Council elects to proceed with the project as recommended, the City will obligate \$19,867,000 towards construction, engineering support, geotechnical, and construction management contracts with a fund balance of \$633,000(3.4%) for construction contingency.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The Garfield Reservoir was constructed in 1924 and is located in the far northeast portion of the City, east of Garfield Avenue and north of Hardison Lane. It has a water storage capacity of 6.25 million gallons and serves the City's Central Pressure Zone. It is the City's primary reservoir and stores approximately half of the City's water supply. Garfield Reservoir is a rectangular reinforced concrete reservoir with sloping walls and a wood framed roof structure supported on wood columns.

Garfield Reservoir was identified for replacement in the City's Master Improvement Plan, dated May 1999, based on the following factors:

- Does not meet current seismic design codes and is vulnerable to seismic events.
- Does not meet current California Department of Public Health standards and codes.
- Roof structure leaks during storm events and allows dust and debris particles to enter the reservoir.
- Reservoir leaks and requires constant monitoring and repair of cracks in the walls.
- Vitriified clay overflow pipe is not well supported and is vulnerable to collapse in a seismic event.
- Piping and valves are severely corroded.
- Subsidence is occurring along the south side of the reservoir.

On May 5, 2010, City Council authorized an agreement with Kennedy/Jenks Consultants to complete a Preliminary Design Report (PDR) for the Garfield Reservoir Replacement Project which would explore the various design alternatives.

On November 17, 2010, the PDR was presented to City Council, along with five (5) design alternatives for the reservoir. Based on Kennedy/Jenks Consultants findings, City Council recommended the buried cast-in place concrete reservoirs alternative and directed staff to send out a Request for Proposal (RFP) to qualified design professionals to solicit proposals for final design services.

On February 16, 2011, Council authorized entering into an agreement with Kennedy/Jenks Consultants for final design services.

On October 5, 2011, the City Council amended the contract to include architectural design for a building that will house water operations staff on-site and the inclusion of environmental services needed for the project per California Environmental Quality Act (CEQA) requirements.

On September 18, 2013, the City Council approved a second amendment to the Kennedy/Jenks Consultant contract to revise the architectural design of the building to optimize the use and maximize any potential space within the proposed building structure. At the same meeting, Council approved the initial study and Mitigated Negative Declaration for the project and authorized the preparation and filing of the Notice of Determination and Environmental filing for the Garfield Reservoir.

Analysis

The project was advertised for bids in July, 2014 in a newspaper of general circulation in the City, and in various construction publications, including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network. Bids were received and opened by the City Clerk on September 4, 2014, with the results as follows:

Contractor	Bid Amount
Pacific Hydrotech, Perris, CA.	\$18,626,440
Environmental Construction, Inc., Woodland Hills, CA	\$19,221,486
SSC Construction, Inc., Corona, CA	\$20,191,540
Shimmick Construction, Irvine, CA	\$21,985,540

All four bids are higher than the engineer's estimate of \$13,000,000 which appears to be on the very low side.

Subsequent to the bid opening, staff investigated the reasons for the disparity between the bid prices and the original engineer's estimate. It was discovered that three primary components resulted in this budget gap, listed as follows:

1. Given the tight constraints of the Garfield site, Kennedy/Jenks, the design consultant, did not take into account the physical constraints that the contractor will face and therefore did not budget for construction sequencing that will involve additional labor and equipment costs required to complete the project. There was a substantial, cost difference in the line items for grading, shoring and site improvements with respect to Engineer's estimate for the project.
2. Raw material costs have been increasing steadily over the course of the past 12 months and concrete prices alone are up approximately 20 percent since construction of the Wilson Reservoir took place.
3. The estimated cost of the proposed building in the engineer's estimate was also on the low side and all the contractors proposed higher prices for the building component of the project.

Staff met with Kennedy/Jenks Consultants to discuss the possibility of reducing the project scope or explore the possibility of phasing the project to reduce the construction cost. Given the nature of the project along with the physical constraints of the site, this option proved futile. It was determined that it is in the best interest of the City to complete the project as planned as the reduction of scope of work or phasing the project will either compromise the intent of the project or will result in substantial additional costs to the project in the future.

Given the importance of the project and in order to ensure completion of the project with the available funds, staff is recommending to postpone the automatic water meter reading project for a future date.

Additionally, staff also evaluated the option to rebid the project anticipating the possibility of receiving lower bid prices. It may be noted that all the four contractors who submitted the bids are

reputed concrete reservoir contractors in the Los Angeles area and the bid prices for the key elements of the projects by all the contractors are extremely close to each other. After having an in-depth discussion with industry experts, rebidding of the project would not only delay the project but could result in higher project costs.

As an alternative, City Council may direct staff to reduce the scope of work and re-advertise the project. However, staff believes that it is not in the best interest of the City and does not recommend this alternative.

Staff has checked Pacific Hydrotech's references, and their work was verified to be of good quality. Additionally, the City has been working with Pacific Hydrotech on the Wilson Reservoir Replacement Project which is currently slated to be completed in December 2014. Pacific Hydrotech is very knowledgeable, effective at making deadlines and very organized. They have also completed similar projects for the Cities of Glendora, Ontario and San Bernardino.

Staff's recommendation is to award the project to Pacific Hydrotech Corporation. If the project is awarded tonight, construction will begin January 2015 and is anticipated to be completed by April 2017.

Legal Review

As of the time of the printing of the Council packet, the City Attorney had not reviewed the 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*.

Attachment: Agreement

GARFIELD RESERVOIR REPLACEMENT PROJECT

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of November, 2014, by and between CITY OF SOUTH PASADENA, LOS ANGELES COUNTY, State of CALIFORNIA, herein called the Owner, by and through its CITY COUNCIL, and Pacific Hydrotech Corporation, herein called the Contractor.

IT IS AGREED:

Article 1. WORK

In consideration of the agreements herein made by the Owner and the sums of money to be paid to the Contractor by the Owner in the manner and form as provided in the attached Contract Documents, the Contractor agrees to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of the Work as specified or shown in the Contract Documents including such alternates and additional bid items as are listed in Article 3. The Work is generally described as follows:

Demolition of the existing reservoir and appurtenances, demolition of the existing pump station, demolition of select buried pipelines, demolition of miscellaneous site work and underground electrical work; design and installation of excavation support systems to facilitate construction of new facilities; site excavation and overexcavation; subgrade preparation; construction of new reservoirs and all appurtenances; construction of pipelines; construction of pump station structure complete in place in accordance with the contract drawings; water distribution facility complete in place in accordance with the contract drawings; construction of two story structure complete in place in accordance with the contract drawings; drain/overflow junction structure complete in place in accordance with the contract drawings; storm drain manhole complete in place in accordance with the contract drawings; construction of aggregate storage bins complete in place in accordance with the contract drawings; construction of miscellaneous site structures complete in place in accordance with the contract drawings including but not limited to transformer pad, condenser pad, pipe storage pad and trash enclosure; perimeter drain systems; together with associated waterproofing systems, site work, grading, paving, fencing, water and drainage systems piping and structures, electrical work, instrumentation, painting, and demolition. Project earthwork is unbalanced and requires disposal of unsuitable material and importation of suitable material for engineered fill.

The Contract Documents which define the Work covered by this Agreement are those prepared by the Design Engineer Kennedy/Jenks Consultants and filed in the office of the City Clerk and identified by the signatures of the parties to this Agreement.

The Work was designed by and the Contract Documents were prepared by Kennedy/Jenks Consultants herein referred to as the Design Engineer.

The Owner's representative during the construction phase will be designated by the Owner herein referred to as the Engineer who will assume the duties and responsibilities and will have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 2. CONTRACT TIME AND LIQUIDATED DAMAGES

(a) Time of Performance: In accordance with the Specifications the Contractor further agrees to plan the Work and to prosecute it with diligence and shall commence the Work within ten (10) days after the date established in Notice to Proceed from the Owner, and shall Finally Complete the Work within twenty seven months from date of commencement in the Notice to Proceed.

(b) Liquidated Damages: The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph (a) above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner one thousand dollars (\$1,000) for each day that expires after the time specified in Article 2 (a) for Completion until the Work is fully complete and the Owner issues a notice of Final Completion.

Liquidated damages in the amount of one thousand dollars (\$1,000) shall also apply to Substantial Completion as defined under Supplementary Conditions SC-20 for each day beneficial use by the Owner is delayed.

Article 3. CONTRACT PRICE

The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

For all work required by the Contract Documents to be provided under the Base Bid, the sum of: Eighteen million, six hundred twenty six thousand, four hundred and forty dollars (\$18,626,440)

Article 4. RETAINAGE

(a) The Owner will withhold 5% as retainage from each progress payment due to the Contractor. Retainage shall be paid to the Contractor at the time of Final Payment as set forth in paragraph 13.13 of the General Conditions.

(b) When 50% of the Work has been completed and if the Contractor's work and progress have been satisfactory, the Engineer may recommend to the Owner that as long as the Contractor continues to perform satisfactorily the total amount withheld as retention need not be increased further.

(c) In accordance with California Public Contract Code Sections 10263 and 22300, the Contractor is hereby permitted to substitute securities of the kind listed below in place of the retention withheld in accordance with this section, or any other moneys withheld by the Owner to insure performance of this contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited directly with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor at the time of Final Payment and upon satisfactory completion of this contract. The Owner is authorized to execute documents necessary for this purpose. The Contractor shall be the beneficial owner of any

securities substituted for moneys withheld and shall be entitled to receive any interest thereon. Securities eligible for investment under this provision shall include those listed in Government Code, Section 16430, or bank or savings and loan certificates of deposit. The retention or other moneys withheld will not be released to the Contractor until the Owner has satisfied itself that the substitution of securities has been made in accordance with the provisions of this paragraph.

Article 5. PAYMENTS

(a) Payments will be made to the Contractor for work performed at the times and in the manner provided in the Contract Documents. Payment will be made at bid prices for awarded Bid Items, plus amounts of approved Change Orders.

(b) If recommended by the Engineer, payments may include 50% of the value of major equipment and custom fabricated items that have been delivered, stored and protected at the site and that meet other requirements of General Conditions paragraph 13.3.

(c) The period covered by each Application for Payment shall be one calendar month ending on the last day of each month. The Owner shall make payment within 30 days after the Engineer issues a Recommendation for Payment.

Article 6. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) This Agreement
- (b) Performance Bond
- (c) Payment Bond
- (d) Notice of Award
- (e) General Conditions
- (f) Supplementary Conditions
- (g) Addenda Numbered 1 through 2 inclusive
- (h) General Requirements
- (i) Wage Rates
- (j) Technical Specifications
- (k) Drawings
- (l) Executed Change Orders, if any, which may be effective after the date of this Agreement.

There are no Contract Documents other than those listed above.

Article 7. CONTRACT REPRESENTATIONS

In consideration of the Owner entering into this Agreement, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(b) The Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Information Available to Bidders and accepts the limitations set forth in the General Conditions as to the extent to which the Contractor may rely on the information contained in such reports and drawings or otherwise provided by the Owner, the Design Engineer or the Engineer.

(c) The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7 (b) above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as the Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by the Contractor for such purposes.

(d) The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities, existing utilities, existing underground or concealed utilities and existing underground facilities at or contiguous to the site and accepts the limitations set forth in the General Conditions as to the extent to which the Contractor may rely on such information or on other information provided by the Owner, the Design Engineer or the Engineer. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said existing facilities, existing utilities, existing underground or concealed utilities and underground facilities are or will be required by the Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.

(e) The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution therefor by the Engineer is acceptable to the Contractor.

Article 8. CONTRACTOR DECLARATIONS

The Contractor declares the Work will be conducted pursuant to the following additional requirements of the State of California:

(a) **Wage Scale:** Reference is hereby made to the rate of prevailing wage scale established by the State of California Director of Industrial Relations, a copy of which is available for inspection in the Owner's office, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project, and the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code shall be complied with.

(b) **Hours of Labor:** Eight-hour labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, twenty-five dollars (\$25.00) for each worker employed in

the execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

(c) Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly registered, apprentices may be employed in the prosecution of the work.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

(d) Prohibited Employment Discrimination: Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

(e) Workers' Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this contract.

(f) Security for Compensation: The Contractor hereby stipulates that the provisions of Section 1775 of the California Labor Code will be complied with. The Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.

(g) Contractor Claims Against the City: Effective January 1, 1991, the California Legislature enacted a requirement that all contract claims of \$375,000.00 or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.6, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement. See Supplementary Conditions paragraph SC10.1 for a summary of the timing provisions in Section 20104 through 20104.6.

(h) Contractor's License: The Contractor declares that it possesses a valid California Contractor's License of the required class at the time of signing this Agreement. The Contractor shall affirm its license number, classification and expiration date on this Agreement.

The following statement is included in accordance with Section 7030 of the California Business and Professions Code: "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826."

Article 9. LIMITATION OF LIABILITY

The Contractor stipulates that it has carefully reviewed the Contract Documents and finds them fit and sufficient for preparation of its bid and for construction of the Work. The Contractor agrees that neither the Contractor nor any of its employees, subcontractors or suppliers will make a claim against the Owner, the Design Engineer or any of their agents, consultants, officers, employees or shareholders for damages on this project such that the total aggregate liability, including the attorneys fees and costs of Owner, the Design Engineer and all of their agents, consultants, officers, employees or shareholders shall not exceed the greater of fifty thousand dollars (\$50,000.00) or five percent of the Contract Price.

Article 10. MISCELLANEOUS

(a) Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

(b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in triplicate by its officers, thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written. One counterpart each has been delivered to the Owner, the Contractor and the Design Engineer.

OWNER: CITY OF SOUTH PASADENA

(SEAL)

ATTEST:

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address for giving notices _____

By _____
(Signature)

Name _____

Title _____

CONTRACTOR:

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

(Federal Employer Identification Number)

[California] Contractor's
License Class, License Number and License Expiration Date

Telephone Number (____) _____

If the Contractor is a corporation, attach evidence
of authority to sign.

(SEAL)

ATTEST:

By _____
(Signature)

Name _____

Title _____
(Type or Print)

Address for giving notices _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of _____

County of _____

On _____, before me, _____,
Name and Title of Officer

personally appeared _____,
Name of Signer(s)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

-----OPTIONAL-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Page: _____

Signers) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Corporate Officer | <input type="checkbox"/> Corporate Officer |
| <input type="checkbox"/> Title(s): _____ | <input type="checkbox"/> Title(s): _____ |
| <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-in-Fact | <input type="checkbox"/> Attorney-in-Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Conservator |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Signer is Representing: _____ Signer is Representing: _____

END OF AGREEMENT

City of South Pasadena Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zueimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 19, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *JA*
FROM: David G. Watkins, Director of Planning & Building *DGW*
Craig Melicher, Building Official *cm*
SUBJECT: **Discussion and Direction Regarding Unreinforced Masonry
Building Hazard Reduction**

Recommendation

It is recommended that the City Council:

1. Direct staff to return to the Council with an updated Earthquake Hazard Reduction (EHR) Ordinance with recommendations from staff regarding time limits for completing the work; and
2. Direct staff to draft an ordinance that would require property owners of unreinforced masonry buildings to post a warning sign for the public to be enforced by Planning and Building Department.

Fiscal Impact

There is no fiscal impact associated with this report.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

Unreinforced Masonry Hazard Reduction Ordinances were adopted throughout California in response to a state law requiring that cities inventory and prepare a list of identified unreinforced masonry (URM) buildings and to establish a mitigation program¹. The purpose of these hazard reduction ordinances was not to bring the buildings up to code, only to strengthen the buildings enough to allow occupants inside of the building to exit safely and to protect pedestrians walking adjacent to URM buildings. As demonstrated by the 2014 Napa and 2003 San Simeon earthquakes, unreinforced masonry buildings that have not been mitigated tend to be responsible for the majority of earthquake related injuries and a significant portion of the property damage.

¹ See Section 8875.2 of the California Government Code. Paragraph (b) of 8875.2 requires local building departments to establish a mitigation program that could include an earthquake hazard reduction ordinance, but did not mandate that an ordinance be adopted.

In December, 1986, the City of South Pasadena adopted an EHR (See Attachment 1) targeting unreinforced masonry bearing wall buildings built or under construction prior to October 6, 1933. Buildings with unreinforced masonry bearing walls are particularly hazardous because the mortar used to assemble the walls included components (chiefly lime) which caused the mortar to break down and lose strength over time. Additionally, the walls are particularly heavy, and have little or no physical connection to the supporting floor or roof diaphragms. This lack of strength in the mortar also means the walls are very flexible and have relatively little ability to resist loads imposed during an earthquake. Compounding the problem is that these buildings are often built on or very close to property lines and/or the City sidewalk, endangering both adjacent property and the public.

The records from the late 1980's and early 1990's are unclear and, in some cases, nonexistent, but for some reason many of the City's URM buildings were never brought into compliance. There does appear to have been a smaller, first list of buildings for which the vast majority were brought into compliance, and a second, later list of additional URM buildings where the owners may or may not have been notified by the City that they were subject to the City EHR Ordinance.

URM Signage Law

In 2004, following the 2003 San Simeon earthquake that resulted in two unreinforced masonry related deaths, Section 8875.8 was added to the California Government Code requiring Owners of URM buildings to post in a conspicuous place a sign not less than 5 inches by 7 inches which reads:

This is an unreinforced masonry building. Unreinforced masonry buildings may be unsafe in the event of a major earthquake.

Analysis

Following the adoption of the EHR Ordinance in 1986, the City originally identified sixty-four (64) potential URM buildings based on a distinctive brick pattern associated with unreinforced brick masonry² in combination with a search of City building records. Following the 2014 Napa Earthquake, the Planning and Building Division reviewed and updated the City's current list of URM buildings and has revised the number of identified URM buildings down to sixty (60)³ (See Attachment 2). Of the current sixty identified URM buildings, thirty-three (33) building owners have fully complied with the hazard mitigation requirements of the Ordinance, and twenty-seven have not (See Attachment 3). It is possible that more URM buildings could also be identified in the future, but the final number is unlikely to change significantly.

² URM buildings are generally identified by visual observation of the exterior appearance. Because of the way the walls were built with bricks placed perpendicular to the plane of the wall in rows that occur every 36 to 48 inches, there is a readily visible pattern identifying URM construction. What can make the identification process more difficult is that the unreinforced masonry is often covered by stucco, veneer or some other cosmetic finish.

³ The number changed over time as URM buildings were demolished and replaced with new buildings, or more information was obtained indicating the certain buildings were not URM constructed prior to 1933.

The City's current EHR Ordinance contains the following key elements:

1. Notification provisions for owners of buildings identified by the City as being URM and subject to the requirements of the EHR Ordinance;
2. A process for owners to have their buildings removed from the list where it was proven by engineering analysis or record history that the building did not fall within the scope of the Ordinance;
3. Specified time limits for owners to design and install the hazard mitigation measures;
4. Specified consequences for failing to comply with the Ordinance. (A copy of the Ordinance appears in Attachment B.)

Under the current Ordinance, building owners have a variety of options for completing some work early and postponing some work until later dragging the process out over as much as seven years. This unnecessarily complicated process may have contributed to the lack of enforcement of the Ordinance in the late 1980's and early 1990's.

As it is unlikely that any of these building owners are unaware that they currently own an unreinforced masonry building, and since these buildings should have been mitigated 20 years ago, the City Council may want to consider directing staff to revise the time limits for performance to something similar to the following:

1. City delivers the Service Order;
2. Within six (6) months of receipt of the Service Order, the building owner is required to provide documentation to the City from an engineer that their building is not a URM building subject to the Ordinance, or to select and contract with a design engineer;
3. Within twelve (12) months of receipt of the Service Order, the building owner is required to submit hazard mitigation plans to the Planning and Building Division for building plan check;
4. Within twenty-one (21) months of receipt of the Service Order, the building owner is to obtain plan check approval of the hazard mitigation plans;
5. Within twenty-four (24) months of receipt of the Service Order, the building owner is to obtain a permit and commence construction of the hazard mitigation work;
6. Within thirty-six (36) months of receipt of the Service Order, the building owner is to complete the hazard mitigation work, and to have the permit finalized by the Planning and Building Division.

Failure to comply would result in the Building Official being authorized to terminate the utilities and/or to order the building vacated. Where the public is endangered by URM construction located immediately adjacent to the City sidewalk, the City would be authorized to abate the hazard under the emergency abatement procedures of the City's Nuisance Abatement Ordinance.

If no changes are made to the current time limits for performance, and unless otherwise directed by Council, staff will notify the twenty-seven (27) URM building owners not in compliance with

the City's Ordinance on or about January 1, 2015. If Council directs staff to prepare a revision to the City's EHR Ordinance, then enforcement will commence on a later date following adoption of the revised Ordinance.

Signage

Paragraph (a) of Government Code Section 8875.8 states:

8875.8. (a) An owner who has received actual or constructive notice that a building located in seismic zone 4 is constructed of unreinforced masonry shall post in a conspicuous place at the entrance of the building, on a sign not less than 5" x 7" the following statement, printed in not less than 30-point bold type:

This is an unreinforced masonry building. Unreinforced masonry buildings may be unsafe in the event of a major earthquake.

A formal inventory of compliance with the URM signage requirement has not been performed by the Planning and Building Division, but the anecdotal evidence indicates that there has been little or no compliance achieved within the City of South Pasadena. Lack of posting may be directly attributable to lack of recent notification by the City. To correct this condition, staff intends to notify or renotify all URM building owners on or about January 1, 2015 that their building is required to be posted in accordance with Section 8875.8 the California Government Code.

Council could further direct staff to draft an ordinance imposing consequences for failing to comply with the posting requirement including but not limited to administrative citations issued via the Code Enforcement Division.

Financing Issues

Potential costs for mitigation of the remaining twenty-seven (27) building are not known at this time. If it is assumed that the average URM building size is 8,800 square feet, and the cost to mitigate is \$25 per square foot, then an estimate of the potential costs would be:

$(8800 \text{ SF} \times \$25 \times 27 \text{ Buildings}) = \$5,940,000$

The magnitude of the total cost required for earthquake hazard mitigation means the City has no feasible ability to assist building owners with funding. Building owners will have to remain solely responsible for the costs associated with mitigating some of the earthquake hazard posed by their URM building. The state has consistently taken the position that hazard mitigation work is maintenance and not an improvement to the building. As maintenance, no increase in property value occurs as part of the work; and, unless otherwise specified by the Council, hazard mitigation work would not trigger other improvements like installation of a fire sprinkler system.

Unreinforced Masonry Hazard Reduction
November 19, 2014
Page 5 of 5

Legal Review

The City Attorney has 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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Existing Earthquake Hazard Reduction Ordinance;
2. List of Identified URM Building;
3. List of Unmitigated URM buildings.

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ATTACHMENT 1
Existing Earthquake Hazard Reduction Ordinance

South Pasadena Municipal Code

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CHAPTER 9 BUILDINGS

ARTICLE III. EARTHQUAKE HAZARD REDUCTION.

Note

* Table Nos. 88-A through 88-J referred to throughout this article, are on file in the office of the city clerk.

9.32 Purpose.

The purpose of this article is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on unreinforced masonry bearing wall buildings constructed before 1934. Such buildings have been widely recognized for their sustaining of life hazardous damage as a result of partial or complete collapse during past moderate to strong earthquakes.

The provisions of this article are minimum standards for structural seismic resistance established primarily to reduce the risk of life loss or injury and will not necessarily prevent loss of life or injury or prevent earthquake damage to an existing building which complies with these standards. This article shall not require existing electrical, plumbing, mechanical or fire safety systems to be altered unless they constitute a hazard to life or property.

This article provides systematic procedures and standards for identification and classification of unreinforced masonry bearing wall buildings based on their present use. Priorities time periods and standards are also established under which these buildings are required to be structurally analyzed and anchored. Where the analysis determines deficiencies, this article requires the building to be strengthened or demolished.

Portions of the State Historical Building Code (SHBC) established under Part 8, Title 24 of the California Administrative Code are included in this article. Portions of the Building Code of the city of Los Angeles, 1985, and future editions are hereby incorporated herein. (Ord. No. 1912, § 1.)

9.33 Scope.

The provisions of this article shall apply to all buildings constructed or under construction prior to October 6, 1933, or for which a building permit was issued prior to October 6, 1933, which on the effective date of the ordinance codified in this article have unreinforced masonry bearing walls as defined herein.

Exception. This article shall not apply to detached one or two-family dwellings and detached apartment houses containing fewer than five dwelling units and used solely for residential purposes. (Ord. No. 1912, § 1.)

9.34 Definitions.

For the purposes of this article, the applicable definitions in Sections 91.2302 and 91.2312 of the Building Code, city of Los Angeles, and the following shall apply:

“Essential building” means any building housing a hospital or other medical facility having surgery or emergency treatment areas.

“High-risk building” means any building not classified an essential building having an occupant load of one hundred occupants or more.

Exception. A “high-risk building” shall not include the following:

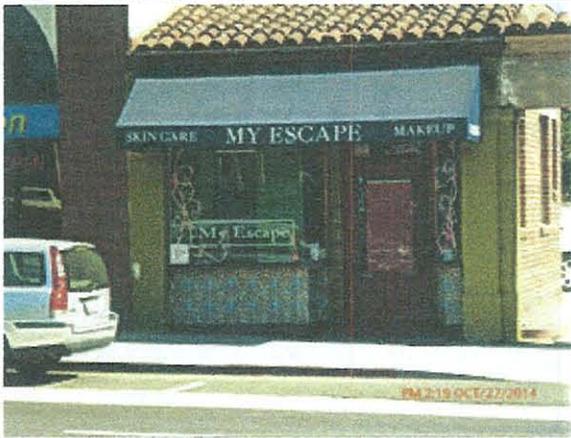
(1) Any building having exterior walls braced with masonry cross walls or wood-frame cross walls spaced less than forty feet apart in each story. Cross walls shall be full-story height with a minimum length of one and one-half times the story height.

ATTACHMENT 3
List of Unreinforced Masonry Buildings

City of South Pasadena
List of Identified UNMITIGATED Unreinforced Masonry (“URM”) Buildings
As of November 6, 2014

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
1 274	806-10 Fair Oaks Avenue 5318-014-008 5318-014-095		Gus's Bar-B-Q	See permit for 808 Fair Oaks Avenue Permit No. 8071	A permit was finalized in Aug, 1990, but the valuation and the inspection information are not consistent with the requirements for full compliance.
2	815 Fair Oaks Avenue		LA Pocket Listings		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
3	817 Fair Oaks Avenue (See also 1520-26 Mission Street)		Back half of Fair Oaks Pharmacy		The front half of Fair Oaks Pharmacy was mitigated under a permit for 1520-26 Mission Street. Fair Oaks Pharmacy expanded into 817 Fair Oaks and elected not to perform URM hazard mitigation work at the time of the of the tenant improvement.
4	275 917 Fair Oaks Avenue 5315-003-054		Chuck's Appliance Service	See Permit No. 12668	Significant work was performed and inspected but the permit was never finalized. See building permit taken out under the common address 917-19 Fair Oaks Avenue. The permit is filed in the 919 Fair Oaks Avenue packet. Note also that the rear of the building was covered with brick veneer in 1985 concealing the unreinforced masonry from view.

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
5	919 Fair Oaks Avenue 5315-03-055		Speers TV Service	See Permit No. 12668	<p>Significant work was performed and inspected but the permit was never finalized. See building permit taken out under the common address 917-19 Fair Oaks Avenue. The permit is filed in the 919 Fair Oaks Avenue packet.</p> <p>Note also that the rear of the building was covered with brick veneer in 1985 concealing the unreinforced masonry from view.</p>
6	1132 Fair Oaks Avenue 5318-016-022		Escape Makeup		

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	Location	Photo	Tenant/ Occupant	Permit Information	Comments
7	1134 Fair Oaks Avenue 5318-016-021		Tina's Nails		
8	277 1138 Fair Oaks Avenue		Union Bakery		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
9	920 Fremont Avenue 5315-003-022		NO		
10	278 1614-16 Fremont Avenue 5319-006-020		Residential (2 Units)		

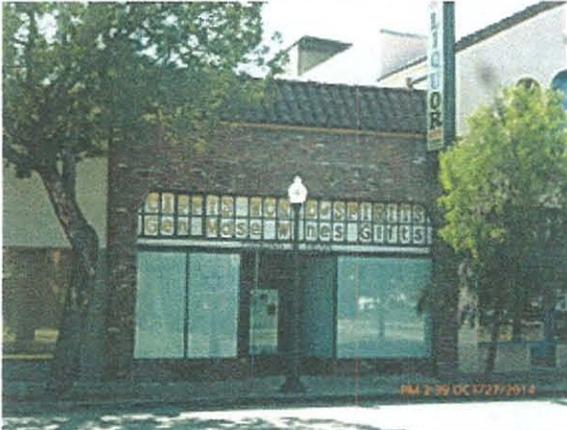
	Location	Photo	Tenant/ Occupant	Permit Information	Comments
11	1817-19 Fremont Avenue 5319-020-006		Residential (4 Units)		
12	279 1821 Fremont Avenue 5319-020-007		Residential Multifamily (12 Units)		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
13	1720 Huntington Drive 5320-021-024		Residential Multifamily (12 Units)		
14	280 1724 Huntington Drive 5320-021-025		Residential Multifamily (12 Units)		

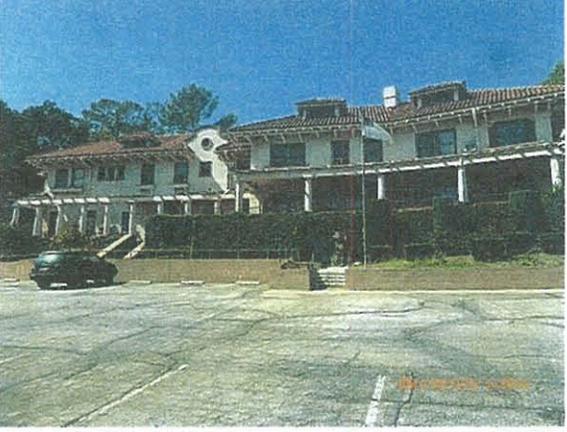
	Location	Photo	Tenant/ Occupant	Permit Information	Comments
15	1938-44 Huntington Drive		atp Training		
16	281 2008-2010½ Huntington Drive 5321-011-007		Residential Multifamily (3 Units)		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
17	2012 Huntington Drive 5321-011-008		Residential Multifamily (12 Units)		
18	282 444 Mission Street 5313-004-034		Residential Multifamily (8 Units)		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
19	454 Mission Street 5313-004-033		Residential Multifamily (8 Units)		
20	283 950-66 Mission Street 5315-021-001		Retail/ Office		Permit history indicates some partial compliance work was completed but the building was never brought into full compliance.

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
21	1014-18 Mission Street 5315-014-029		<p>The Red Shoes</p> <p>Yoko Antiques</p> <p>Mission Antiques LLC</p>		
22	284 1503 Mission Street 5315-003-047		<p>Vacant Liquor Store</p>		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
23	1516 Mission Street		House of Honey		
24	285 1518 Mission Street		ReImagine Your Home		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
25	1610-12 Mission Street 5318-014-002		NO		
26	286 699 Monterey Road 5314-003-083		SP Kinesthetic Kids United Methodist Church		

	Location	Photo	Tenant/ Occupant	Permit Information	Comments
27	<p>145 Pasadena Avenue</p> <p>Current address is 99 Pasadena Ave because the building was merged with the building next door to create one building addressed 99 Pasadena Ave.</p> <p>5311-004-010</p>		Commercial Multitenant		

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City of South Pasadena Agenda Report

*Marina Klubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zueimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: November 19, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Hilary Straus, Assistant City Manager
Mariam Lee Ko, Human Resources Manager 
SUBJECT: **Formation of a Council Ad Hoc Personnel Committee**

Recommendation

It is recommended that the City Council form a Council Ad Hoc Personnel Committee and appoint two Council Members to work with City staff to finalize proposed human resource (HR) policies.

Fiscal Impact

No fiscal impact associated with the formation of the ad hoc committee.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The last major revisions to the City's Personnel Rules and Regulations occurred in 1991 and 1997. There have been many updates to Federal and State employment practices law and employment practices standards since then. Consequently, City staff and legal counsel have been developing a proposed update of the City's personnel rules and regulations.

Because updates to human resources policies may impact employees' working conditions, in California, under the terms of the Meyers-Milias-Brown Act, the City is required to meet-and-confer with each represented bargaining unit in the City (Firefighters' Association, Police Officers' Association and the Public Services Employees Association Full and Part-Time Units) concerning the implementation of the proposed policies, to the extent that the policies would impact wages, hours or terms and conditions of employment. Further, the Council can implement the new policies via legislative action for all unrepresented employees (i.e., management employees) and the City Manager, however, consultation with the affected unrepresented employees is also anticipated.

Analysis

The main focus of the HR policies update is to bring the policies up to date to reflect changes in Federal and State employment practices law and standards. The staff project team working on these policy updates requests that the City Council appoint a Council Ad Hoc Personnel Committee to: 1) review key policy issues proposed to be included in the HR policies update; and 2) provide policy-level guidance/feedback to the team on a completed draft that will be presented to the entire City Council.

Once the full City Council has provided direction to staff concerning the HR policies update, the City's project team will then initiate the meet-and-confer and consultation process with employees. The Council Ad Hoc Personnel Committee will be disbanded upon the completion of the HR policies update and subsequent adoption by the City Council.

Legal Review

The City Attorney has 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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.