



CITY OF SOUTH PASADENA
CITY COUNCIL

A G E N D A

REGULAR MEETING
WEDNESDAY, DECEMBER 21, 2022, AT 7:00 P.M.

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

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

The Meeting will be available:

- In Person Hybrid – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website -
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**

To maximize public safety while still maintaining transparency and public access, members of the public may observe the meeting via Zoom in one of the three methods below:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above.

CALL TO ORDER: Mayor

ROLL CALL: Evelyn G. Zneimer
Jack Donovan
Jon Primuth
Michael Cacciotti
Janet Braun

PLEDGE OF ALLEGIANCE: Evelyn G. Zneimer

PUBLIC COMMENT GUIDELINES

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

Option 1:

Participate in-person at the City Council Chambers located at 1424 Mission Street, South Pasadena, CA 91030.

Option 2:

Participate via Zoom.

Public comment speakers are able to speak by going to the Zoom webinar controls and clicking on the "Raise Hand" icon. The Meeting Host will be notified that a hand has been raised and speakers will have their microphone un-muted by the Host during the appropriate Public Comment period.

Option 3:

Email public comment to ccpubliccomment@southpasadenaca.gov.

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

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

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

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

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

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

PRESENTATIONS**3. DEPARTMENT HIGHLIGHT VIDEO: COMMUNITY DEVELOPMENT DEPARTMENT**

COMMUNICATIONS

4. COUNCILMEMBER COMMUNICATIONS

Time allotted to speak per Councilmember is three minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

5. CITY MANAGER COMMUNICATIONS

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

CONSENT CALENDAR

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$11,100.00; GENERAL CITY WARRANTS IN THE AMOUNT OF \$520,076.79; VOIDS IN THE AMOUNT OF (\$8,250.00); ONLINE PAYMENTS IN THE AMOUNT OF \$114,007.74; PAYROLL IN THE AMOUNT OF \$1,789,927.53

Recommendation

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

8. MONTHLY INVESTMENT REPORT FOR OCTOBER 2022

Recommendation

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

9. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CHAWKINS COMMUNICATIONS, INC. TO PROVIDE ELECTRIFICATION PROJECT AND STAKEHOLDER COORDINATION SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$53,625

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Professional Services Agreement with Chawkins Communications, Inc. to assist the City in coordinating multiple projects and stakeholders related to electrification in the amount of \$53,625, including \$48,750 for the proposed work, and \$4,875 (10%) as a contingency; and
2. Authorize the City Manager to execute all related documents on behalf of the City.

10. APPROVAL OF A SECOND AMENDMENT TO THE ARROYO SECO RACQUET CLUB LEASE AGREEMENT WITH I-TENNIS, INC.

Recommendation

It is recommended that the City Council approve a second amendment to the Arroyo Seco Racquet Club Lease Agreement with I-Tennis, Inc.

11. **ACCEPTANCE OF TWO DONATIONS TO THE LIBRARY FROM THE FRIENDS OF THE SOUTH PASADENA PUBLIC LIBRARY, INC. AND SOUTH PASADENA BEAUTIFUL, TOTALING \$7,506.26**

Recommendation

It is recommended that the City Council accept two donations to the Library, totaling \$7,506.26, to be used for the purpose of replacing the patio furniture on the Oxley Street side of the Library:

1. \$5,506.26 from the Friends of the South Pasadena Public Library, Inc.
2. \$2,000.00 from South Pasadena Beautiful.

12. **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO DEVELOP SEWER CONSENT JUDGMENT RELATED REPORTS TO BE SUBMITTED TO THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Professional Services Agreement with Carollo Engineers, Inc. to assist the City in submitting required reports to the Los Angeles Regional Water Quality Control Board Enforcement Unit to comply with an existing Consent Judgment. The Professional Services Agreement is in the amount of Sixty-Six Thousand Dollars (\$66,000), including \$59,968 for the proposed work, and \$6,032 (approximately 10%) as a contingency;
2. Authorize an appropriation of \$66,000 from the Sewer Reserves Fund 210 to Public Works Sewer Maintenance Professional Services Expenditure Account No. 210-6010-6501-8170-000 for this work; and
3. Authorize the City Manager to execute all related documents on behalf of the City.

13. **2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM RESOLUTION**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CITY OF SOUTH PASADENA DROUGHT RESILIENCY PROJECTS

Recommendation

It is recommended that the City Council:

1. Adopt a resolution authoring the grant application, acceptance, and execution for the City of South Pasadena Drought Resiliency Projects;
2. Authorize the City Manager, or her designee to prepare and file an application for funding with the Department of Water Resources 2022 Urban Community Drought Relief Grant Program;
3. Execute the funding agreement with the Department of Water Resources and any amendments thereto, and submit any required documents, invoices, and reports required to obtain grant funding.

14. **AUTHORIZE A THIRD CONTRACT AMENDMENT FOR INTERIM LANDSCAPING SERVICES WITH LANDCARE THROUGH MARCH 31, 2023 FOR A MONTHLY MAXIMUM AMOUNT OF \$37,357.96**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim landscaping services with LandCare, for a total monthly amount not to exceed \$37,357.96.

INFORMATION REPORTS

15. PRESENTATION OF A CITYWIDE OPERATIONAL STATUS

Recommendation

It is recommended that the City Council receive a monthly Citywide operational status update

PUBLIC COMMENT – CONTINUED

16. CONTINUED PUBLIC COMMENT – GENERAL

This time is reserved for speakers in the Public Comment queue not heard during the first 30 minutes of Item No. 2. No new speakers will be accepted at this time.

PUBLIC COMMENT – CLOSED SESSION
Public Comment on Closed Session Agenda Items only will be taken. The public will be released from the meeting so that the City Council may convene Closed Session discussion of items allowed under the Government Code. Any reportable action taken in Closed Session will be reported by the City Attorney during the next Open Session meeting.

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

1. City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)
2. Abbas v. City of South Pasadena (LASC Case No. 22STCV19084)
3. Los Angeles Sunshine Coalition v. City of South Pasadena (LASC Case No. 22STCP04228)
4. Travelers Property Casualty Insurance Company v. City of South Pasadena (LASC Case No. 22STCV22759)
5. Smith v. City of South Pasadena (LASC Case No.19BBCV00118)

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (INITIATING)

Government Code Section 54956.9(d)(4)

Number of Potential Cases: 1

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

January 4, 2023	Cancelled Due to the Winter Holiday Closure	
January 18, 2023	Regular City Council Meeting	7:00 p.m.
February 1, 2023	Regular City Council Meeting	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

www.southpasadenaca.gov/CityCouncilMeetings2022

Regular meetings are live streamed via the internet at:

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS



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

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **December 21, 2022**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

12/15/2022

/S/

Date

Desiree Jimenez, CMC, Chief City Clerk



City Council Agenda Report

ITEM NO. 7

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Maida Alcantara, Interim Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$11,100.00; General City Warrants in the Amount of \$520,076.79; Voids in the Amount of (\$8,250.00); Online Payments in the Amount of \$114,007.74; Payroll in the Amount of \$1,789,927.53**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 315635-315636	\$	11,100.00
ACH	\$	0
Voids	\$	0

General City Warrants:

Warrant # 315637-315677	\$	310,674.39
ACH	\$	209,402.40
Voids	\$	(8,250.00)

Payroll Period Ending: 11/25/2022	\$	969,612.11
Payroll Period Ending: 12/02/2022	\$	6,087.00
Payroll Period Ending: 12/09/2022	\$	814,228.42
Wire Transfers Out – To (LAIF)	\$	0
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	0
Wire Transfers Out – To (Acct # 1936)	\$	0
Online Payments	\$	114,007.74
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>2,426,862.06</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Explanation of Terms

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

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

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

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

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

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

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

Attachments:

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

ATTACHMENT 1
Warrant Summary

**City of South Pasadena
Demand/Warrant Register**

Recap by fund	Fund No.	Date 12/21/2022	
		Prepaid	Written
General Fund	101	11,100.00	270,416.55
Insurance Fund	103	-	68,593.67
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	169,999.00
Local Transit Return "C"	207	-	807.64
TEA/Metro	208	-	-
Sewer Fund	210	-	-
CTC Traffic Improvement	211	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	-
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	-
County Park Bond Fund	232	-	480.63
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	-	9,779.30
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
Column Totals:		11,100.00	520,076.79

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
RSA	227	-	-
RSA Report Totals:		-	-
City Report Totals:			531,176.79

Payroll Period Ending: 11/25/2022	969,612.11
Payroll Period Ending: 12/02/2022	6,087.00
Payroll Period Ending: 12/09/2022	814,228.42
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Online Payments	114,007.74
Voids - Prepaid	-
Voids - General Warrant	(8,250.00)

Grand Report Total: 2,426,862.06

Michael A. Cacciotti, Mayor

Maida Alcantara, Interim Finance Director

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: calvarez
 Printed: 12/13/2022 - 11:29AM



Check Number	Check Date	Amount
MVCH3011 - MV Cheng & Associates Inc.		
315635	12/01/2022	
Inv	09/30/22 B	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Temporary Staffing Serivces - Senior Accountant	375.00
Inv 09/30/22 B Total		375.00
Inv	10/31/22 B	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Temporary Staffing Serivces - Senior Acct. & Finance Director	2,475.00
Inv 10/31/22 B Total		2,475.00
315635 Total:		2,850.00
MVCH3011 - MV Cheng & Associates Inc. Total:		
		2,850.00
PKMK2010 - Peckham & McKenney		
315636	12/01/2022	
Inv	3	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Executive Search - Payment Re-Issue of Check # 315298	8,250.00
Inv 3 Total		8,250.00
315636 Total:		8,250.00
PKMK2010 - Peckham & McKenney Total:		
		8,250.00
Total:		11,100.00

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: calvarez
Printed: 12/13/2022 - 5:49PM



Check Number	Check Date		Amount
AIS0107 - Alliant Insurance Svcs,Inc.			
0	12/21/2022		
Inv	2150651		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/02/2022	Special Events Insurance Coverage - Tiger Run		1,156.00
Inv 2150651 Total			1,156.00
0 Total:			1,156.00
AIS0107 - Alliant Insurance Svcs,Inc. Total:			1,156.00
AKDC9265 - AKD Consulting			
315638	12/21/2022		
Inv	CSP 2022-03		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/24/2022	Seismic and Structrual Evaluation		9,779.30
Inv CSP 2022-03 Total			9,779.30
315638 Total:			9,779.30
AKDC9265 - AKD Consulting Total:			9,779.30
ALDS4011 - Adlerhorst International, LLC			
315637	12/21/2022		
Inv	108831		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2022	K9 Supplies and Course Through June 2023		1,217.58
Inv 108831 Total			1,217.58
315637 Total:			1,217.58
ALDS4011 - Adlerhorst International, LLC Total:			1,217.58
ALEMSHNN - Shannon, Alexandra M.			
315669	12/21/2022		

Check Number	Check Date		Amount
Inv	127089		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/29/2022	Refund due to incorrect fee provided by instructor.		50.00
Inv 127089 Total			50.00
315669 Total:			50.00
ALEMSHNN - Shannon, Alexandra M. Total:			50.00
AMAZONCP - Amazon Capital Services, Inc.			
0	12/21/2022		
Inv	11CP-GQJL-XTRQ		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2022	City Manager Conference Room Supplies		108.60
Inv 11CP-GQJL-XTRQ Total			108.60
Inv	1HRL-JX4R-XRPR		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2022	Supplies for Management Services.		224.07
Inv 1HRL-JX4R-XRPR Total			224.07
Inv	1HXP-KHJW-GK6D		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2022	Blu Rays and DVDs for Library Collection		100.34
Inv 1HXP-KHJW-GK6D Total			100.34
Inv	1P39-N47Y-YFRL		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/05/2022	Employee Engagement Supplies		122.88
Inv 1P39-N47Y-YFRL Total			122.88
0 Total:			555.89
AMAZONCP - Amazon Capital Services, Inc. Total:			555.89
ANNSMRKE - Simon-Rooke, Anna			
315671	12/21/2022		
Inv	127090		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/29/2022	Refund due to incorrect fee provided by instructor.		50.00
Inv 127090 Total			50.00

Check Number	Check Date	Amount
315671 Total:		50.00
ANNSMRKE - Simon-Rooke, Anna Total:		50.00
ANTCHAN - Chan, Anthony		
315645	12/21/2022	
Inv	11/28/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Driver Training For Reserve Officer Chan	20.13
Inv 11/28/2022 Total		20.13
315645 Total:		20.13
ANTCHAN - Chan, Anthony Total:		20.13
AT&T5006 - AT&T		
315639	12/21/2022	
Inv	AN130464796	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/17/2022	AN 130464796 (11/18-12/17/22)U-Verse Internet Grand Reservoir	90.24
Inv AN130464796 Total		90.24
315639 Total:		90.24
AT&T5006 - AT&T Total:		90.24
AT&T5011 - AT&T		
315640	12/21/2022	
Inv	62644164973570	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/13/2022	AN 626 441-6497 357 0 (11/13/22-12/12/22) 911 alarms	1,115.60
Inv 62644164973570 Total		1,115.60
315640 Total:		1,115.60
AT&T5011 - AT&T Total:		1,115.60
ATCN9011 - AT&T		
315641	12/21/2022	
Inv	000019101597	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2022	AN 9391062308 (10/20/2022 -11/19/2022) City Landlines	16,500.59

Check Number	Check Date	Amount
Inv 000019101597 Total		16,500.59
Inv 000019101923		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/20/2022	CALNET 9391081369 (10/20/22-11/19/22)	65.34
Inv 000019101923 Total		65.34
315641 Total:		16,565.93
ATCN9011 - AT&T Total:		16,565.93
BAK0366 - Baker & Taylor Entertainment		
0	12/21/2022	
Inv H62950960		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2022	DVDs/CDs	20.63
Inv H62950960 Total		20.63
Inv H62990600		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2022	DVDs/CDs	105.58
Inv H62990600 Total		105.58
Inv H63000480		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2022	DVDs/CDs	284.26
Inv H63000480 Total		284.26
Inv H63062000		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/11/2022	DVDs/CDs	69.41
Inv H63062000 Total		69.41
Inv H63065360		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/11/2022	DVDs/CDs	72.73
Inv H63065360 Total		72.73
Inv H63095180		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2022	DVDs/CDs	84.31
Inv H63095180 Total		84.31

Check Number	Check Date	Amount
Inv	H63115330	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2022	DVDs/CDs	47.79
Inv H63115330 Total		47.79
Inv	H63136070	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2022	DVDs/CDs	66.09
Inv H63136070 Total		66.09
Inv	H63158560	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2022	DVDs/CDs	38.72
Inv H63158560 Total		38.72
Inv	T24157290	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2022	DVDs/CDs	12.39
Inv T24157290 Total		12.39
Inv	T24158460	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2022	DVDs/CDs	24.77
Inv T24158460 Total		24.77
0 Total:		826.68
BAK0366 - Baker & Taylor Entertainment Total:		826.68
BAK0369 - Baker & Taylor Books		
0	12/21/2022	
Inv	2037056538	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2022	Library Books	338.93
Inv 2037056538 Total		338.93
Inv	2037059949	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2022	Library Books	956.37
Inv 2037059949 Total		956.37
Inv	2037098285	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
11/07/2022		Library Books	596.45
Inv 2037098285		Total	596.45
Inv	2037111745		
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/09/2022		Library Books	268.43
Inv 2037111745		Total	268.43
Inv	2037119396		
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/09/2022		Library Books	395.75
Inv 2037119396		Total	395.75
Inv	2037141850		
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/08/2022		Library Books	53.03
Inv 2037141850		Total	53.03
0 Total:			2,608.96
BAK0369 - Baker & Taylor Books Total:			2,608.96
CAN0607 - Cantu Graphics Inc.			
315643	12/21/2022		
Inv	20878		
<u>Line Item Date</u>		<u>Line Item Description</u>	
05/10/2022		Election Binders for Municipal Election	961.75
Inv 20878		Total	961.75
Inv	20958		
<u>Line Item Date</u>		<u>Line Item Description</u>	
07/28/2022		PD Printing Services- See Something Say Something Campaign	275.63
Inv 20958		Total	275.63
Inv	20981		
<u>Line Item Date</u>		<u>Line Item Description</u>	
08/15/2022		Housing Element Flyers	171.99
Inv 20981		Total	171.99
Inv	20982		
<u>Line Item Date</u>		<u>Line Item Description</u>	
08/12/2022		PD Printing Services- See Something Say Something Campaign	330.75

Check Number	Check Date	Amount
Inv 20982 Total		330.75
Inv 21026		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2022	City Open House Printing	87.10
Inv 21026 Total		87.10
Inv 21064		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2022	City Open House Printing	13.01
Inv 21064 Total		13.01
Inv 21076		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2022	CC Meeting 10/3/22 Foam Board	84.89
Inv 21076 Total		84.89
Inv 21139		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/26/2022	Business Cards - Finance Department	77.00
10/26/2022	Business Cards - Management Services Department	38.60
Inv 21139 Total		115.60
Inv 21152		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2022	Social Services and Justice Forum Flyers	62.84
Inv 21152 Total		62.84
Inv 21155		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/03/2022	CalTrans Community Meeting Foam Board Prints	125.69
Inv 21155 Total		125.69
Inv 21168		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/09/2022	PD Printing - Slow down campaign signs	496.13
Inv 21168 Total		496.13
Inv 21170		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/10/2022	PD Printing - Slow down campaign signs	330.75
Inv 21170 Total		330.75

Check Number	Check Date	Amount
315643 Total:		3,056.13
CAN0607 - Cantu Graphics Inc. Total:		3,056.13
CARGAR - Garcia, Carlos		
315653	12/21/2022	
Inv 127175		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Partial Refund of Security Deposit for the Reservation of WMB	165.00
Inv 127175 Total		165.00
315653 Total:		165.00
CARGAR - Garcia, Carlos Total:		165.00
CDW5246 - CDW Government LLC		
0	12/21/2022	
Inv CQ15772		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	APC Backups 350VA 120V 6 Out USB/SER	113.87
Inv CQ15772 Total		113.87
Inv CS44887		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	Adobe Indesign ENT LRG GOV L9 Qty # 3	963.15
Inv CS44887 Total		963.15
Inv DH43502		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	LVO TP Slim 65W USB-C AC Adapter	90.90
Inv DH43502 Total		90.90
Inv DR96763		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2022	MS GSA VISIO 2021 LTSC & MS GSA Office STD 2021.	709.28
Inv DR96763 Total		709.28
Inv DS06295		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	MS GSA Office Std 2021 LTSC Qty # 5	1,524.95
Inv DS06295 Total		1,524.95

Check Number	Check Date	Amount
Inv DS16358		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	Adobe Gov Acrobat Pro 2020 Qty # 24	11,772.00
Inv DS16358 Total		11,772.00
Inv FF24343		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	NETGEAR 16PT GIG SWITCH CO#03-59	114.59
Inv FF24343 Total		114.59
Inv V024630		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	MS Surface Dock 2 Qty # 10	2,326.72
Inv V024630 Total		2,326.72
Inv Z855496		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/08/2022	Adobe Gov Acrobat Pro 2020 Qty # 4	1,962.00
Inv Z855496 Total		1,962.00
0 Total:		19,577.46
CDW5246 - CDW Government LLC Total:		19,577.46
CMRFRG - CM Refrigeration		
315648	12/21/2022	
Inv 1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/30/2022	WMB- Freezer Unit Diagnostic Services	225.00
Inv 1 Total		225.00
315648 Total:		225.00
CMRFRG - CM Refrigeration Total:		225.00
CNPO4011 - Pacheco, Cynthia		
315661	12/21/2022	
Inv 11/14-11/15/22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Civilian Leadership Training For P.A. Pacheco	135.50
Inv 11/14-11/15/22 Total		135.50

Check Number	Check Date	Amount
315661 Total:		135.50
<hr/>		
CNPO4011 - Pacheco, Cynthia Total:		135.50
<hr/>		
COBR7131 - The Advantage Group		
0	12/21/2022	
Inv 151514		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/05/2022	HRA - Administration Fee	318.00
Inv 151514 Total		318.00
Inv December		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/05/2022	HRA - Retiree Benefits December 2022	14,609.91
Inv December Total		14,609.91
<hr/>		
0 Total:		14,927.91
<hr/>		
COBR7131 - The Advantage Group Total:		14,927.91
<hr/>		
COO0695 - Cook Fire Extinguisher Co		
315649	12/21/2022	
Inv 918337		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2022	Inspection, maintenance, and recharging of Library fire extinguisher	195.57
Inv 918337 Total		195.57
<hr/>		
315649 Total:		195.57
<hr/>		
COO0695 - Cook Fire Extinguisher Co Total:		195.57
<hr/>		
CTCINGHT - Critical Insight, Inc.		
315650	12/21/2022	
Inv 2022-12701		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/12/2022	General IT Consulting Services	8,075.00
Inv 2022-12701 Total		8,075.00
<hr/>		
315650 Total:		8,075.00
<hr/>		
CTCINGHT - Critical Insight, Inc. Total:		8,075.00

Check Number	Check Date	Amount
CWNC2501 - Carl Warren & Company		
0	12/21/2022	
Inv	2027557-2027582	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/02/2022	Legal Expenses	1,336.20
Inv 2027557-2027582 Total		1,336.20
Inv	2027930-2027936	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/02/2022	Legal Expenses	132.60
Inv 2027930-2027936 Total		132.60
0 Total:		1,468.80
CWNC2501 - Carl Warren & Company Total:		
		1,468.80
DBAR3011 - Brink's Incorporated		
315642	12/21/2022	
Inv	12112697	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2022	Armored Car Transportation - November services	1,633.08
Inv 12112697 Total		1,633.08
Inv	5276120	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2022	Armored Car Transportation - October Excess	115.29
Inv 5276120 Total		115.29
315642 Total:		1,748.37
DBAR3011 - Brink's Incorporated Total:		
		1,748.37
DIG0800 - Digital Telecommunications Corp		
0	12/21/2022	
Inv	46803	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Monthly Service Contract # 4055 -01/01/2023 to 01/31/2023	984.00
Inv 46803 Total		984.00
0 Total:		984.00
DIG0800 - Digital Telecommunications Corp Total:		
		984.00

DSP0755 - D & S Printing

315651 12/21/2022

Inv 11012

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/21/2022	City Council Nameplates	324.14

Inv 11012 Total	324.14
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Inv 11013

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/21/2022	CMO Staff Name Badge	42.45
11/21/2022	Finance Staff Name Badge	42.45
11/21/2022	Mgt Services Dept Staff Name Badges	147.67
11/21/2022	CD Staff Name Badge	147.30

Inv 11013 Total	379.87
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Inv 11014

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Annual overnight parking decals	4,405.59

Inv 11014 Total	4,405.59
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315651 Total:	5,109.60
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DSP0755 - D & S Printing Total:	5,109.60
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EMLPRTR - Porter, Emily

315666 12/21/2022

Inv 127082

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	Refund due to incorrect fee provided by instructor.	50.00

Inv 127082 Total	50.00
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Inv 127086

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	Refund due to incorrect fee provided by instructor.	50.00

Inv 127086 Total	50.00
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315666 Total:	100.00
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EMLPRTR - Porter, Emily Total:	100.00
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FED1109 - FedEx

315652 12/21/2022

Check Number	Check Date		Amount
Inv	7-957-56547		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/30/2022	Express Mailing of City Legal Document		38.55
Inv 7-957-56547 Total			38.55
315652 Total:			38.55
FED1109 - FedEx Total:			38.55
GBCL4010 - Carrillo, Gilbert			
315644	12/21/2022		
Inv	11/16/2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/01/2022	POST MARK43 User Training For CPL. Carrillo		7.63
Inv 11/16/2022 Total			7.63
315644 Total:			7.63
GBCL4010 - Carrillo, Gilbert Total:			7.63
GRLSCT71 - Girl Scout Troop 7171			
315654	12/21/2022		
Inv	126971		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2022	Refund for EPH reservation due to Girl Scout troop cancellation.		66.00
Inv 126971 Total			66.00
315654 Total:			66.00
GRLSCT71 - Girl Scout Troop 7171 Total:			66.00
HERD8010 - Erdmann, Hollis			
0	12/21/2022		
Inv	000000948		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/21/2022	Baldwin Piano Tuning		200.00
Inv 000000948 Total			200.00
0 Total:			200.00
HERD8010 - Erdmann, Hollis Total:			200.00

Check Number	Check Date		Amount
JLPG5270 - Pong, Julia			
315665	12/21/2022		
Inv	127081		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/28/2022	Refund due to incorrect fee provided by instructor.		600.00
Inv 127081 Total			600.00
315665 Total:			600.00
JLPG5270 - Pong, Julia Total:			600.00
JSAR4011 - Jack's Auto Repair			
315656	12/21/2022		
Inv	17843		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/02/2022	Upper control arm repl., coolant fill, intake manifold repair		1,585.70
Inv 17843 Total			1,585.70
315656 Total:			1,585.70
JSAR4011 - Jack's Auto Repair Total:			1,585.70
LOU1111 - Louie, Spencer			
315658	12/21/2022		
Inv	10/24-10/27/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/01/2022	Front Line Leadership Training For SGT. Louie		102.50
Inv 10/24-10/27/22 Total			102.50
315658 Total:			102.50
LOU1111 - Louie, Spencer Total:			102.50
MGCMGR - McGrail, Megan C.			
315659	12/21/2022		
Inv	127083		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/29/2022	Refund due to incorrect fee provided by instructor.		50.00
Inv 127083 Total			50.00
315659 Total:			50.00

Check Number	Check Date	Amount
MGCMGR - McGrail, Megan C. Total:		50.00
NCGY7000 - Godoy, Nicholas		
315655	12/21/2022	
Inv	09/26-09/28/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Patrol Rifle M4 Training for Officer Godoy	108.00
Inv	09/26-09/28/22 Total	108.00
Inv	11/15/2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Data-master Training for Officer Godoy	19.38
Inv	11/15/2022 Total	19.38
Inv	11/28/22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Driver Training for Officer Godoy	20.13
Inv	11/28/22 Total	20.13
315655 Total:		147.51
NCGY7000 - Godoy, Nicholas Total:		147.51
OCL8011 - OCLC Inc.		
0	12/21/2022	
Inv	1000270384	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Annual License to WorldCat Visibility	849.00
Inv	1000270384 Total	849.00
0 Total:		849.00
OCL8011 - OCLC Inc. Total:		849.00
OVD8011 - OverDrive Inc.		
0	12/21/2022	
Inv	01148CO22427808	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	eBooks / eAudiobooks	776.09
Inv	01148CO22427808 Total	776.09
Inv	01148CO22427810	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
11/29/2022		eBooks / eAudiobooks	3,105.44
Inv 01148CO22427810		Total	3,105.44
0 Total:			3,881.53
OVDR8011 - OverDrive Inc. Total:			3,881.53
PHS4011 - Pasadena Humane Society			
315662	12/21/2022		
Inv		DEC2022SoPas	
<u>Line Item Date</u>		<u>Line Item Description</u>	
12/02/2022		December 2022 Animal Control Services	14,456.90
Inv DEC2022SoPas		Total	14,456.90
315662 Total:			14,456.90
PHS4011 - Pasadena Humane Society Total:			14,456.90
PNCR8025 - Phoenix Cars LLC			
315663	12/21/2022		
Inv		S1405	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/29/2022		Dial-A-Ride Vehicle Maint. of Unit # 80	135.95
Inv S1405		Total	135.95
Inv		S1795	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/29/2022		Dial-A-Ride Vehicle Maint. of Unit # 80	671.69
Inv S1795		Total	671.69
315663 Total:			807.64
315664	12/21/2022		
Inv		1102	
<u>Line Item Date</u>		<u>Line Item Description</u>	
11/29/2022		2019 Ford E450 Plug-In Starcraft Passenger Vehicle	169,999.00
Inv 1102		Total	169,999.00
315664 Total:			169,999.00
PNCR8025 - Phoenix Cars LLC Total:			170,806.64

RHCC7101 - Rio Hondo College

315667 12/21/2022

Inv F22-184-ZSPS

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	Driver Training for Officers Calderon And Kim	50.00

Inv F22-184-ZSPS Total 50.00

Inv F22-212-ZSPS

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Driver Training for Sgt. Abdalla And Ronnie	50.00

Inv F22-212-ZSPS Total 50.00

Inv F22-229-ZSPS

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Driver Training for Officers Sandoval And Holland	50.00

Inv F22-229-ZSPS Total 50.00

Inv F22-234-ZSPS

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Driver Training for Sgt. Dubois	25.00

Inv F22-234-ZSPS Total 25.00

315667 Total: 175.00

RHCC7101 - Rio Hondo College Total: 175.00

SAMU4011 - Munoz, Samantha

315660 12/21/2022

Inv 11/03/22

<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Dispatcher Role/Critical Incidents for P.A. Munoz	78.00

Inv 11/03/22 Total 78.00

315660 Total: 78.00

SAMU4011 - Munoz, Samantha Total: 78.00

SBMD5270 - Saber, Mandy

0 12/21/2022

Inv 127087

<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	Refund due to incorrect fee provided by instructor.	50.00

Inv 127087 Total 50.00

Check Number	Check Date	Amount
Inv 127088		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	Refund due to incorrect fee provided by instructor.	50.00
Inv 127088 Total		50.00
		<hr/>
0 Total:		100.00
		<hr/>
SBMD5270 - Saber, Mandy Total:		100.00
SCOT8300 - So Cal Office Technologies		
315672	12/21/2022	
Inv IN3058175		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/04/2022	An # Co72:21124-002-S Period 10/10/2022 to 11/09/2022	2,550.24
Inv IN3058175 Total		2,550.24
Inv IN3074595		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/14/2022	AN CO72:2L124-002-S Period 08/18/2022 to 11/17/2022	1,293.38
Inv IN3074595 Total		1,293.38
		<hr/>
315672 Total:		3,843.62
		<hr/>
SCOT8300 - So Cal Office Technologies Total:		3,843.62
SGEWLLS - Wells, Sage		
315675	12/21/2022	
Inv 127084		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	Refund due to incorrect fee provided by instructor.	50.00
Inv 127084 Total		50.00
		<hr/>
315675 Total:		50.00
		<hr/>
SGEWLLS - Wells, Sage Total:		50.00
SGVE2011 - San Gabriel Valley City Managers' Association		
315668	12/21/2022	
Inv 12132022		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/28/2022	SGVCMA 12.13.22 Holiday Mtg - (5) SP Employees	175.00

Check Number	Check Date	Amount
Inv 12132022 Total		175.00
		<hr/>
315668 Total:		175.00
		<hr/>
SGVE2011 - San Gabriel Valley City Managers' Association Total:		175.00
SMNKIM - Kim, Somin		
315657	12/21/2022	
Inv REFUND		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/30/2022	CSMFO Event Lunch	19.71
Inv REFUND Total		19.71
		<hr/>
315657 Total:		19.71
		<hr/>
SMNKIM - Kim, Somin Total:		19.71
SMWL2990 - Shute, Mihaly & Weinberger LLP		
315670	12/21/2022	
Inv 276431		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/21/2022	Legal Assistance Regarding Moffat Street	16,240.01
Inv 276431 Total		16,240.01
Inv 276844		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2022	Legal Assistance Regarding Moffat Street	426.40
Inv 276844 Total		426.40
Inv 277226		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/21/2022	Legal Assistance Regarding Moffat Street	14,752.95
Inv 277226 Total		14,752.95
Inv 277599		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/19/2022	Legal Assistance Regarding Moffat Street	2,992.09
Inv 277599 Total		2,992.09
Inv 277949		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/25/2022	Legal Assistance Regarding Moffat Street	250.00
Inv 277949 Total		250.00

Check Number	Check Date	Amount
Inv 278344		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2022	Legal Assistance Regarding Moffat Street	17,626.74
Inv 278344 Total		17,626.74
Inv 278731		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/25/2022	Legal Assistance Regarding Moffat Street	8,042.85
Inv 278731 Total		8,042.85
Inv 279114		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Legal Assistance Regarding Moffat Street	5,637.83
Inv 279114 Total		5,637.83
315670 Total:		65,968.87
SMWL2990 - Shute, Mihaly & Weinberger LLP Total:		65,968.87
SPBK - Springbrook Holding Company, LLC		
0	12/21/2022	
Inv INV-010975		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/04/2022	CivicPay Pad Transaction Fees October 2022	137.00
Inv INV-010975 Total		137.00
0 Total:		137.00
SPBK - Springbrook Holding Company, LLC Total:		137.00
SPMN3010 - City of South Pasadena		
315647	12/21/2022	
Inv 19126 11-23-22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	Water Utility bill statement for G.P restrooms 9/20-11/15/22.	480.63
Inv 19126 11-23-22 Total		480.63
315647 Total:		480.63
SPMN3010 - City of South Pasadena Total:		480.63

STA5219 - Staples Business Advantage

0	12/21/2022	
Inv	3521447789	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/27/2022	Office Supplies	84.72
Inv 3521447789 Total		84.72
Inv	3521447790	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/05/2022	Office Supplies	1,404.59
Inv 3521447790 Total		1,404.59
Inv	3522261342	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2022	Insect repellent, key holder	16.80
Inv 3522261342 Total		16.80
Inv	3522791187	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/31/2022	Blue paper	58.41
Inv 3522791187 Total		58.41
Inv	3522916446	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/11/2022	Monthly planners, flashlight	65.37
Inv 3522916446 Total		65.37
Inv	3523070127	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/12/2022	Monthly planner	18.97
Inv 3523070127 Total		18.97
Inv	3523198564	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2022	City Manager's Office Supplies	287.67
Inv 3523198564 Total		287.67
Inv	3523198565	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2022	Glue sticks	25.35
Inv 3523198565 Total		25.35

Check Number	Check Date	Amount
Inv	3523198566	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2022	Wall calendar	20.94
Inv 3523198566 Total		20.94
Inv	3523198567	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/15/2022	Office Supplies for Management Services	571.33
Inv 3523198567 Total		571.33
Inv	3523266584	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2022	Office Supplies for Management Services	66.14
Inv 3523266584 Total		66.14
Inv	3523399847	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	Pen cup	14.32
Inv 3523399847 Total		14.32
Inv	3523399848	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	Credit	-5.94
Inv 3523399848 Total		-5.94
Inv	3523399849	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/16/2022	Lint roller, monthly planner, file pockets, bleach cleanser	90.06
Inv 3523399849 Total		90.06
Inv	3523399851	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	PD Office Supplies	45.82
Inv 3523399851 Total		45.82
Inv	3523399852	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	PD Office Supplies	55.63
Inv 3523399852 Total		55.63
Inv	3523399853	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	PD Office Supplies	283.56

Check Number	Check Date	Amount
Inv 3523399853	Total	283.56
Inv 3523574597		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	Desk calendar, monthly planner, paper roll	93.32
Inv 3523574597	Total	93.32
Inv 3523574598		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/18/2022	Desk organizer	90.39
Inv 3523574598	Total	90.39
Inv 3523675532		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/17/2022	Face masks for children	348.17
Inv 3523675532	Total	348.17
Inv 3524113853		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/26/2022	PD Office Supplies	153.24
Inv 3524113853	Total	153.24
Inv 3524483559		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/30/2022	Employee Engagement	558.79
Inv 3524483559	Total	558.79
Inv 3524483561		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/30/2022	PD Office Supplies	210.68
Inv 3524483561	Total	210.68
0 Total:		4,558.33
STA5219 - Staples Business Advantage Total:		4,558.33
STSM1020 - Studio Spectrum		
0	12/21/2022	
Inv 192263		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Video Production Services: 10/05/2022 - 10/19/2022	4,490.00
Inv 192263	Total	4,490.00

Check Number	Check Date	Amount
Inv 192292		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/07/2022	Video Production Services: 11/02/2022 to 11/21/2022	6,040.00
Inv 192292 Total		6,040.00
0 Total:		10,530.00
STSM1020 - Studio Spectrum Total:		10,530.00
TCET4010 - The Center		
315673	12/21/2022	
Inv 811		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2022	First Aid/Cpr Training for Entire Police Department	1,935.00
Inv 811 Total		1,935.00
315673 Total:		1,935.00
TCET4010 - The Center Total:		1,935.00
TIM4011 - Charter Communications		
315646	12/21/2022	
Inv 0029763102722		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/01/2022	Acct No 8448-20-899-0029763 Services 10/16-11/15/2022	360.58
Inv 0029763102722 Total		360.58
Inv 0070193110122		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/01/2022	Acct No 8448-30-008-0070193 Services Thru 11/4-11/30/2022	83.95
Inv 0070193110122 Total		83.95
Inv 0224964110822		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/08/2022	Acct No 8448-30-008-0224964 Services Thru 11/8-12/07/2022	108.18
Inv 0224964110822 Total		108.18
Inv 0355990110222		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/02/2022	ACCT NO 8448-30-008-0355990 SERVICES THRU 11/2-12/01/20.	836.26
Inv 0355990110222 Total		836.26

Check Number	Check Date		Amount
315646	Total:		1,388.97
TIM4011 - Charter Communications Total:			1,388.97
TRA5998 - Transtech Engineers, Inc.			
0	12/21/2022		
Inv	20222180		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2022	Transtech Services: Staff Services September 2022		24,492.00
Inv 20222180	Total		24,492.00
Inv	20222181		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2022	Transtech Services: Plancheck September 2022		121,014.84
Inv 20222181	Total		121,014.84
Inv	20222182		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2022	SP 111 Peterson 3rd Party Soils Report		1,534.00
Inv 20222182	Total		1,534.00
0	Total:		147,040.84
TRA5998 - Transtech Engineers, Inc. Total:			147,040.84
VERW6711 - Verizon Wireless			
315674	12/21/2022		
Inv	9920820400		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/17/2022	AN 842311063-00002 (10/18-11/17/2022)Fire Dept Ipads		529.43
Inv 9920820400	Total		529.43
315674	Total:		529.43
VERW6711 - Verizon Wireless Total:			529.43
XXRF5010 - Xerox Financial Services			
315676	12/21/2022		
Inv	3574983		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/29/2022	Contract No. 010-0061587-003 Svcs Thru 10/18-11/17/2022		162.35
Inv 3574983	Total		162.35

Check Number	Check Date	Amount
315676 Total:		162.35
XRXF5010 - Xerox Financial Services Total:		162.35
YTI1023 - Y Tire Performance LLC		
315677	12/21/2022	
Inv	34257	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/29/2022	Police Department balance 1 tire unit #1703	25.00
Inv 34257 Total		25.00
Inv	34271	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/23/2022	PD Replace, mount, and balance 1 tire unit #1703	282.43
Inv 34271 Total		282.43
315677 Total:		307.43
YTI1023 - Y Tire Performance LLC Total:		307.43
Total:		520,076.79

ATTACHMENT 4

Online Payments

City of
SOUTH PASADENA

Online Payment Log			
Date	Vendor	Amount	Description
11/22/2022	UMPQUA	\$22,438.63	Online Payment for City's October 2022 Credit Card Expenses.
12/1/2022	So Cal Edison	\$90,693.43	Online Payment for City Owned So Cal Edison Account Ending # 511581.
12/5/2022	So Cal Gas	\$875.68	Online Payment for City's So Cal Gas Accounts: 10/14/2022-11/15/2022.

Total: **\$114,007.74**

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 12/13/2022 5:07 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
3280	UMQAMC	UMPQUA Bank (Manual Check)	11/22/2022	
	09.01.2022	Credit		-10.00
	09.01.2022	Credit		-12.00
	09.13.2022	City Manager's Office - PayPal - California 6th Annual CCA CM Summit		75.00
	09.28.2022	City Manager's Office - Winchell's - City Council Meeting Treats 10/03/2022		72.94
	09.29.2022	City Manager's Office - Ellen's Silk-screening - City Open House		1,852.86
	09.29.2022	Community Services - Michael's - Open House Supplies		27.51
	09.29.2022	City Manager's Office - Vons - City Council Meeting Supplies 10/03/2022		39.99
	09.29.2022	City Manager's Office - Quick & Clean - City Council Meeting 10/03/2022		150.00
	09.30.2022	Community Services - So Cal Mobile Base - Fuel		62.08
	09.30.2022	Community Services - So Cal Mobile Base - Fuel		0.82
	09.30.2022	Community Services - So Cal Mobile Base - Fuel		57.72
	10.02.2022	Library - GotPrint.com - Bookmarks		364.28
	10.02.2022	Finance Department - Target - Open House Supplies		153.80
	10.02.2022	Community Services - Smart and Final - Candy for Open House		31.97
	10.03.2022	Fire Department - SOCAL Newspapers Group - Public Notice		923.32
	10.03.2022	Fuel for Motor Officers		31.07
	10.03.2022	City Manager's Office - Microsoft		150.00
	10.03.2022	Community Services - So Cal Mobile Base - Fuel		61.20
	10.03.2022	Community Services - Netflix - Senior Center		15.49
	10.04.2022	Fuel for Motor Officers		24.88
	10.04.2022	Fuel for Motor Officers		31.64
	10.05.2022	Fire Department - Tokoro - Lunch for Recruitment Panel		170.06
	10.05.2022	Fuel for Motor Officers		33.23
	10.05.2022	Library - GotPrint.com - Bookmarks		257.39
	10.05.2022	City Manager's Office - Amazon - Chat & Chew Fall Edition Supplies		42.60
	10.05.2022	City Manager's Office - 99 Cents Only Store		32.24
	10.06.2022	City Manager's Office - CalCities Registration - 2023 CM Conference for CM & DCM		1,500.00
	10.06.2022	Human Resource's - Food for HR Open Enrollment Event		32.63
	10.06.2022	City Manager's Office - Amazon - M.A. Laptop Charger		26.45
	10.06.2022	Library - Wayfair - Filing Cabinet		370.07
	10.06.2022	Fuel for Motor Officers		30.33
	10.06.2022	City Manager's Office - CALPELRA Registration for Luis Frausto		1,193.00
	10.06.2022	City Manager's Office - Hi Life Burgers - Executive Team Meeting Lunch		9.79
	10.06.2022	City Manager's Office - CM Summit Registration for Domenica Megerdichian		75.00
	10.06.2022	Fire Department - Spanglish Kitchen - Lunch for Recruitment Panel		71.22
	10.06.2022	Human Resources - Krispy Kreme - Food for HR Open Enrollment Event		61.98
	10.06.2022	City Manager's Office - Hi Life Burgers - Executive Team Meeting Lunch		55.43
	10.06.2022	City Manager's Office - Gus's BBQ - CC Meeting Dinner - 10/05/2022		101.10
	10.06.2022	City Manager's Office - Trader Joes - Chat and Chew Fall Edition Snacks		16.59
	10.07.2022	City Manager's Office - Heirloom Bakery - Lunch Meeting with Candidate		36.35
	10.07.2022	City Manager's Office - CM Summit Registration for Luis Frausto and T. Binns		150.00
	10.07.2022	Community Development - Institute for Local Government		625.00
	10.08.2022	Community Development - Zoom		16.11
	10.09.2022	Public Works - Conservation Mart - Water Conservation		1,164.24
	10.09.2022	Library - Target.com - Supplies for Indigo dyeing event		38.59
	10.10.2022	City Manager's Office - 4Imprint - Business Networking Event		629.98
	10.11.2022	Community Development - Heirloom Bakery Lunch for Raters Panel		58.01
	10.11.2022	City Manager's Office - SGCOG 13th Annual Econ. Summit		125.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10.11.2022		Fire Department - Staples - Flyers		121.73
10.11.2022		City Manager's Office - Union Bakery - Business Network Event 10/12/2022		172.00
10.11.2022		Public Works - Repair and Go - Gate Repair at City Yard		835.76
10.11.2022		City Manager's Office - Winchell's - Snacks for Executive Team Meeting		51.96
10.12.2022		Community Services - Jack's Candy - Spooktacular Event		476.00
10.12.2022		City Manager's Office - Vons - Business Network Event Snacks - 10/12/2022		34.54
10.12.2022		City Manager's Office - ASTA-USA - Flyer Transaction Services		50.00
10.12.2022		Community Services - Ice Machine Specialist - Maintenance of Ice Machine		473.71
10.12.2022		Fuel for Motor Officers		27.51
10.12.2022		Community Services - Grocery Outlet - Camp Med Snacks		119.10
10.12.2022		Fuel for Motor Officers		27.28
10.13.2022		Public Works - Repair and Go - Gate Repair at 1414 Mission		314.24
10.13.2022		Management Services - Cost Plus - Office Table		365.67
10.13.2022		Community Services - Senior Trip - Academy Museum Tickets		532.00
10.13.2022		City Manager's Office - Quick & Clean - Business Networking Event 10/12/2022.		90.00
10.13.2022		Community Services - Smart and Final - Camp Med Snacks		264.59
10.13.2022		Library - COSUGI Membership		150.00
10.13.2022		Community Services - CPRS Conference Registration for Three		930.00
10.13.2022		Community Services - Smart and Final - Batteries for Senior Center		44.08
10.13.2022		City Manager's Office - Zoom - Management Services Account Renewals		483.43
10.13.2022		Fuel for Motor Officers		33.40
10.14.2022		City Manager's Office - Tomato Pie - CC Meeting 10/19/2022		134.44
10.14.2022		Library - GotPrint.com - Bookmarks Scary Story Contest Bookmark		342.27
10.14.2022		Fuel for Motor Officers		29.68
10.17.2022		Management Services - Bilingual Services		170.00
10.17.2022		Management Services - Amazon - City Cell Phone Case		49.57
10.17.2022		Library - Crowdcast - Virtual Streaming Platform		10.00
10.19.2022		Fuel for Motor Officers		26.54
10.19.2022		Police Department - ESRI - CAD Annual GIS License		400.00
10.20.2022		City Manager's Office - Tomato Pie - CC Meeting 10/19/2022		55.92
10.20.2022		Fuel for Motor Officers		20.10
10.20.2022		City Manager's Office - Tomato Pie - CC Meeting 10/19/2022		114.07
10.20.2022		CalCities Registration - Finance Conference		900.00
10.21.2022		Fire Department - Builder's Book - 2022 Fire Code		591.10
10.21.2022		Fire Department - Costco - Refreshments for Badge Pinning		109.85
10.21.2022		City Manager's Office - Vons - Fire Dept. Badge Pinning Ice Cream & Snacks		45.14
10.21.2022		Management Services - World Journal - City Clerk Publishing		120.00
10.21.2022		Fire Department - Costco - Refreshments for Badge Pinning		13.22
10.21.2022		Management Services - United Airlines - Conference Expense		552.20
10.23.2022		Fuel for Motor Officers		24.52
10.23.2022		City Manager's Office - Bristol Farms - Executive Team Meeting		33.06
10.23.2022		City Manager's Office - Vons - District Town Hall Snacks		86.96
10.25.2022		Community Services - Costco - Senior Center Supplies		106.20
10.26.2022		City Manager's Office - Winchell's Mobile Crisis Day 10/26/2022		110.23
10.26.2022		City Manager's Office - Starbucks - District Town Hall Refreshments		40.00
10.26.2022		City Manager's Office - SG Valley News - Tribune Subscription		115.02
10.26.2022		Fuel for Motor Officers		30.73
10.26.2022		City Manager's Office - Starbucks - Mobile Crisis Media Day 10/26/2022		80.00
10.27.2022		Community Services - CPRS Conference Registration for Three		465.00
10.27.2022		Police Department - Mercado Flowers - Flowers for El Monte PD Chief Memorial		80.23
10.27.2022		Fuel for Motor Officers		27.62
10.27.2022		Community Services - Smart and Final - Camp Snacks		92.87
10.27.2022		Community Services - Smart and Final - Teen Center Snacks		87.43
10.27.2022		Quick & Clean - SGVOC Mobile Crisis Media Day		270.00
10.28.2022		Fuel for Motor Officers		24.70
10.28.2022		Management Services - Rite Aid - Halloween Event Supplies		14.99
10.28.2022		Management Services - 99 Cents Only - Halloween Supplies		51.27
10.30.2022		Community Services - Trader Joes - Senior Center Supplies		71.86
10.30.2022		Community Services - Pavilions - Supplies for Senior Center Supplies		131.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10.30.2022		Library - SP Venmill - Replacement Parts for Disc Resurfacing Machine.		56.10
10.31.2022		Fuel for Motor Officers		27.03
10.31.2022		Community Services - Smart and Final - Halloween Supplies		71.22
10.31.2022		Community Services - Trader Joes - Senior Center Supplies		31.60
Total for Check Number 3280:				22,438.63
Total for 11/22/2022:				22,438.63
Report Total (1 checks):				22,438.63

ATTACHMENT 5
Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 12/01/2022 - 3:15PM
 Batch: 00001.12.2022



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: PKMK2010				Peckham & McKenney						
Check No: 315298				Check Date: 10/19/2022						
	8,250.00	Invoice #3	09/27/2022	Executive Search for Finance Director				23111	No	1
101-2030-2034-8180-000										
Check Total:	8,250.00									
Vendor Total:	8,250.00									
Report Total:	8,250.00									

ATTACHMENT 6
Payroll Summary

Payroll

Payroll Summary Report



Payroll Date: 11/25/2022 Regular

Checks	\$	1,381.87
Direct Deposits	\$	507,290.39
IRS Payments	\$	107,398.05
EDD - State of CA	\$	32,505.53
PERS Pension	\$	123,229.86
Deferred Comp	\$	21,506.73
PERS Health	\$	176,299.68
Subtotal:	\$	969,612.11

Payroll Date: 12/2/2022 Off-Cycle

Checks	\$	-
Direct Deposits	\$	5,400.60
IRS Payments	\$	592.92
EDD - State of CA	\$	93.48
PERS Pension	\$	-
Deferred Comp	\$	-
PERS Health	\$	-
Subtotal:	\$	6,087.00

Payroll Date: 12/9/2022 Regular

Checks	\$	-
Direct Deposits	\$	511,077.06
IRS Payments	\$	111,220.17
EDD - State of CA	\$	34,364.08
PERS Pension	\$	136,127.06
Deferred Comp	\$	21,440.05
PERS Health	\$	-
Subtotal:	\$	814,228.42
Grand Total:	\$	1,789,927.53



City Council Agenda Report

ITEM NO. 8

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ken Louie, Interim Deputy City Manager - Finance
Albert Trinh, Finance Manager

SUBJECT: **Monthly Investment Report for October 2022**

Recommendation

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

Background

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

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

Analysis

The Monthly Investment Report provides a detailed report of the City's investments in various bonds and the Local Agency Investment Fund (LAIF). The report reflects that the City complies with California Government Code Section 53646, whereby the investment liquidity meets the City's expenditure requirements for the next six months. Investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Commission Review and Recommendation

Item not required to be reviewed by a commission.

Attachment: City Investment Report for October 2022

ATTACHMENT
City Investment Reports for October 2022

Exhibit A
City of South Pasadena
INVESTMENT REPORT
October 31, 2022

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	1.772%	24.35%	15,663,303.28	15,663,303.28
SUBTOTAL			24.35%	\$ 15,663,303.28	\$ 15,663,303.28
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.87%	21.41%	13,773,678.83	12,968,488.16
U.S. Treasury Bills	See Exhibit B-1	3.72%	6.94%	4,463,662.00	4,473,217.00
US Treasury Notes & Bonds	See Exhibit B-1	1.18%	45.64%	29,363,561.17	27,895,471.61
US Obligations Variable	See Exhibit B-1	4.07%	1.66%	1,066,455.34	1,065,900.99
SUBTOTAL			75.65%	\$ 48,667,357.34	\$ 46,403,077.76
TOTAL INVESTMENTS			100.00%	\$ 64,330,660.62	\$ 62,066,381.04

BANK ACCOUNTS:

Bank of the West Accounts Balance:	\$ 3,991,901.59
Zions Bank Uninvested Cash Balance ¹ :	\$ 139,037.61
Zions Bank Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	\$ 159,340.59

Footnotes:

¹ The Zions Bank Uninvested Cash Balance and Unsettled Transactions are separate from the investment portion. The sum of the three Zions Bank balance totals to the balance reflected on the provided statement.

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

Required Disclosures:

Average weighted maturity of the portfolio	<u>481</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>1.915%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 22,896,128
Projected with FY 2023 Adopted Budget:	\$ 38,563,906

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

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

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



Gary Pia, City Treasurer

12/06/2022

Date

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ZIONS BANK®

Exhibit B-1

Statement of Account

October 1, 2022 Through October 31, 2022

South Pasadena Custody

Account Number: [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

Cash Reconciliation

	Income	Principal
Opening Balance October 1, 2022	\$ 667,943.57	\$ -667,943.57
Receipts		
Sales	0.00	2,370,406.81
Interest	84,848.87	0.00
Dividends	616.90	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	85,465.77	2,370,406.81
Disbursements		
Purchases	0.00	-2,478,660.00
Fees	0.00	0.00
Other Disbursements	0.00	-3,971.31
Transfers	0.00	0.00
Total Disbursements	0.00	-2,482,631.31
Net Cash Management	0.00	26,758.73
Closing Balance October 31, 2022	\$ 753,409.34	\$ -753,409.34

Portfolio Summary

October 31, 2022	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.30%	139,037.61	3,662.13	2.63%
Fixed Income	99.70%	46,403,077.76	910,731.51	1.96%
Total Portfolio	100.00 %	46,542,115.37	914,393.64	1.96%
Accrued Income		166,515.41		
Total Market Value		46,708,630.78		

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
139,037.61	Fidelity Gov Port III FCGXX		139,037.61	1.00	139,037.61	3,662.13	2.63%	1,264.62	
139,037.61	* * Sub Totals * *		139,037.61		139,037.61	3,662.13	2.63%	1,264.62	
<u>Corporate Bonds (30/360)</u>									
469,000	Chubb INA Holdings Inc	2.875%	11/03/2022	473,209.72	99.99	468,976.52	13,483.75	2.88%	6,666.55
383,000	Bank of New York Mellon	2.950%	01/29/2023	384,493.77	99.54	381,238.77	11,298.50	2.96%	2,871.97
353,000	Amazon Com Inc	2.400%	02/22/2023	352,656.56	99.40	350,893.91	8,472.00	2.41%	1,609.21
470,000	General Dynamics Corp	3.375%	05/15/2023	476,093.05	99.14	465,954.54	15,862.50	3.40%	7,310.93
466,000	Burlington Northn Santa Fe	3.850%	09/01/2023	471,247.13	98.82	460,509.16	17,941.00	3.90%	2,956.76
237,000	Cisco Systems Inc	2.200%	09/20/2023	235,410.30	97.81	231,806.12	5,214.00	2.25%	582.57
373,000	Deere John Capital Corp	3.650%	10/12/2023	383,670.76	98.86	368,745.14	13,614.50	3.69%	684.53
374,000	State Street Corp	3.700%	11/20/2023	392,227.00	98.82	369,568.95	13,838.00	3.74%	6,184.58
469,000	Caterpillar Finl Svcs	3.750%	11/24/2023	488,541.36	98.89	463,771.16	17,587.50	3.79%	7,663.83
468,000	Truist Finl Corp	3.750%	12/06/2023	485,403.26	98.62	461,537.17	17,550.00	3.80%	7,059.22
237,000	3M Co	3.250%	02/14/2024	233,641.71	97.75	231,662.00	7,702.50	3.32%	1,635.17
467,000	Blackrock Inc	3.500%	03/18/2024	471,794.13	98.08	458,026.88	16,345.00	3.57%	1,917.57
235,000	MetLife Inc	3.600%	04/10/2024	242,189.29	97.78	229,777.02	8,460.00	3.68%	472.63
468,000	Comcast Corp New	3.700%	04/15/2024	486,999.46	98.13	459,242.69	17,316.00	3.77%	725.53
478,000	Texas Instruments Inc	2.625%	05/15/2024	484,080.02	96.67	462,083.54	12,547.50	2.72%	5,783.07
242,000	Paccar Financial Corp	2.150%	08/15/2024	245,945.38	94.92	229,696.58	5,203.00	2.27%	1,090.01
598,000	Unitedhealth Group Inc	2.375%	08/15/2024	612,447.46	95.66	572,026.47	14,202.50	2.48%	2,975.38
241,000	United Parcel Svcs Inc	2.200%	09/01/2024	242,165.57	95.48	230,107.06	5,302.00	2.30%	873.79
390,000	Coca Cola Co	1.750%	09/06/2024	395,146.14	95.10	370,887.19	6,825.00	1.84%	1,029.47
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	94.26	574,975.54	13,420.00	2.33%	6,710.00
483,000	Pepsico Inc	2.250%	03/19/2025	494,354.84	94.17	454,857.91	10,867.50	2.39%	1,244.60
487,000	Target Corp	2.250%	04/15/2025	494,519.29	93.92	457,388.83	10,957.50	2.40%	459.11
504,000	US Bancorp	1.450%	05/12/2025	498,297.09	91.35	460,386.97	7,308.00	1.59%	3,429.45
827,000	JPMorgan Chase & Co	3.900%	07/15/2025	873,558.57	96.53	798,342.65	32,253.00	4.04%	9,459.68

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
585,000	Bank Of America Corp	3.875%	08/01/2025	624,331.14	96.48	564,425.04	22,668.75	4.02%	5,635.53
472,000	Home Depot Inc	3.350%	09/15/2025	499,974.23	95.84	452,368.34	15,812.00	3.50%	1,987.54
513,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	473,796.54	88.29	452,937.44	3,847.50	0.85%	1,794.78
257,000	Prudential Finl Inc	1.500%	03/10/2026	249,874.41	88.56	227,606.66	3,855.00	1.69%	538.41
403,000	Procter & Gamble Co	1.000%	04/23/2026	394,061.18	88.50	356,656.93	4,030.00	1.13%	78.80
524,000	Schwab Charles Corp	1.150%	05/13/2026	503,714.96	86.58	453,666.71	6,026.00	1.33%	2,811.01
485,000	Intel Corp	2.600%	05/19/2026	497,799.65	92.45	448,364.27	12,610.00	2.81%	5,670.98
13,568,000	* * Sub Totals * *			13,773,678.83		12,968,488.16	372,420.50	2.87%	99,912.66
	<u>U.S. Treasury Bills</u>								
2,000,000	U S Treasury Bills		12/08/2022	1,985,002.00	99.65	1,992,942.00	67,799.89	3.40%	0.00
2,500,000	U S Treasury Bills		01/12/2023	2,478,660.00	99.21	2,480,275.00	98,615.73	3.98%	0.00
4,500,000	* * Sub Totals * *			4,463,662.00		4,473,217.00	166,415.62	3.72%	0.00
	<u>U.S. Treasury Notes & Bonds</u>								
2,246,000	U S Treasury Notes	1.750%	01/31/2023	2,251,056.92	99.42	2,232,863.15	39,305.00	1.76%	9,826.25
2,648,000	U S Treasury Notes	1.375%	06/30/2023	2,640,009.54	97.93	2,593,281.73	36,410.00	1.40%	12,169.65
1,471,000	U S Treasury Notes	0.250%	09/30/2023	1,446,948.50	96.02	1,412,446.85	3,677.50	0.26%	313.19
2,133,000	U S Treasury Notes	2.875%	11/30/2023	2,179,603.78	98.14	2,093,422.19	61,323.75	2.93%	25,635.34
2,036,000	U S Treasury Notes	2.125%	03/31/2024	2,034,316.55	96.57	1,966,171.31	43,265.00	2.20%	3,684.66
2,888,000	U S Treasury Notes	2.000%	04/30/2024	2,893,472.33	96.15	2,776,878.42	57,760.00	2.08%	0.00
2,753,000	U S Treasury Notes	0.625%	10/15/2024	2,688,117.38	92.78	2,554,159.07	17,206.25	0.67%	756.32
2,539,000	U S Treasury Notes	0.500%	03/31/2025	2,466,140.98	91.14	2,313,960.81	12,695.00	0.55%	1,081.17
2,320,000	U S Treasury Notes	0.250%	06/30/2025	2,213,630.56	89.67	2,080,297.60	5,800.00	0.28%	1,938.59
2,077,000	U S Treasury Notes	0.375%	11/30/2025	1,972,491.75	88.38	1,835,710.76	7,788.75	0.42%	3,255.95
2,215,000	U S Treasury Notes	0.375%	01/31/2026	2,109,604.43	87.80	1,944,787.72	8,306.25	0.43%	2,076.56
2,062,000	U S Treasury Notes	0.750%	03/31/2026	1,982,404.35	88.45	1,823,822.50	15,465.00	0.85%	1,317.07
2,598,000	U S Treasury Notes	0.750%	08/31/2026	2,485,764.10	87.29	2,267,669.50	19,485.00	0.86%	3,283.38
29,986,000	* * Sub Totals * *			29,363,561.17		27,895,471.61	328,487.50	1.18%	65,338.13

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income
<u>U.S. Obligations Variable</u>								
1,065,000	U S Treasury Notes Adj Rt	4.076%	10/31/2023	1,066,455.34	100.08	1,065,900.99	43,407.89	4.07% 0.00
1,065,000	* * Sub Totals * *			1,066,455.34		1,065,900.99	43,407.89	4.07% 0.00
49,258,037.61	* * Grand Totals * *			48,806,394.95		46,542,115.37	914,393.64	1.96% 166,515.41

Cash Summary

Principal Cash	-753,409.34
Income Cash	753,409.34
Invested Income	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Starting Balances	\$ 667,943.57	\$ -667,943.57	\$ 48,994,445.35
	<u>Interest</u>			
10/06/2022	Maturity - Interest	11,593.19		
	U S Treasury Bills 10/06/22			
10/11/2022	Interest	4,230.00		
	MetLife Inc 3.6000% 04/10/24			
10/12/2022	Interest	6,807.25		
	Deere John Capital Corp 3.6500% 10/12/23			
10/17/2022	Interest	8,658.00		
	Comcast Corp New 3.7000% 04/15/24			
10/17/2022	Interest	5,478.75		
	Target Corp 2.2500% 04/15/25			
10/17/2022	Interest	8,603.13		
	U S Treasury Notes 0.6250% 10/15/24			
10/25/2022	Interest	2,015.00		
	Procter & Gamble Co 1.0000% 04/23/26			
10/31/2022	Interest	28,880.00		
	U S Treasury Notes 2.0000% 04/30/24			
10/31/2022	Interest	8,583.55		
	U S Treasury Notes Adj Rt 4.0759% 10/31/23			
	Sub Total	84,848.87	0.00	0.00
	<u>Dividends</u>			
10/03/2022	Dividend	616.90		
	Fidelity Gov Port III FCGXX			
	Interest From 09/01/2022 To 09/30/2022			
	Sub Total	616.90	0.00	0.00
	<u>Buys</u>			
10/12/2022	Buy		-2,478,660.00	2,478,660.00
	U S Treasury Bills 01/12/23			
	2500000 Par Val @ \$99.1464			
	Sub Total	0.00	-2,478,660.00	2,478,660.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
<u>Sells</u>				
10/06/2022	Maturity U S Treasury Bills 10/06/22 2382000 PV @ \$ 99.51330017 Cost Basis Removed \$2,370,406.81		2,370,406.81	-2,370,406.81
	Sub Total	0.00	2,370,406.81	-2,370,406.81
<u>Disbursements</u>				
10/11/2022	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec. 9 of Custody Agmt Inv#10823022280 dtd 10-07-22 Acct#255-138705 Inv#0108230		-3,971.31	
	Sub Total	0.00	-3,971.31	0.00
<u>Cash Management</u>				
10/03/2022	Sweep - Buy Fidelity Gov Port III FCGXX 616.9 Par Val @ \$1.00		-616.90	616.90
10/06/2022	Sweep - Buy Fidelity Gov Port III FCGXX 2382000 Par Val @ \$1.00		-2,382,000.00	2,382,000.00
10/11/2022	Sweep - Buy Fidelity Gov Port III FCGXX 258.69 Par Val @ \$1.00		-258.69	258.69
10/12/2022	Sweep - Sell Fidelity Gov Port III FCGXX Sold 2471852.75 Par Val @ \$1.00		2,471,852.75	-2,471,852.75
10/17/2022	Sweep - Buy Fidelity Gov Port III FCGXX 22739.88 Par Val @ \$1.00		-22,739.88	22,739.88
10/25/2022	Sweep - Buy Fidelity Gov Port III FCGXX 2015 Par Val @ \$1.00		-2,015.00	2,015.00
10/31/2022	Sweep - Buy Fidelity Gov Port III FCGXX		-37,463.55	37,463.55

**Corporate Trust Services provided by Zions Bancorporation, N.A.
Statement Disclosures & Other Important Information**

Please review your statement promptly and report any discrepancies immediately to your account administrator listed on the first page.

Market value information (including accrued income) furnished herein has been obtained from sources that Zions Bancorporation, N.A. believes to be reliable. Zions Bancorporation, N.A. makes no representation, warranty or guarantee, express or implied, that any quoted value necessarily reflects the proceeds that may be received on the sale of a security or asset. Securities and asset prices may vary from actual liquidation value and should only be used as general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration.

Securities, including mutual funds, are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by Zions Bancorporation, N.A., its affiliates or of any federal or state government or government sponsored agency. Securities, including mutual funds, involve investment risks, including the possible loss of the principal amount invested.

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
October 31, 2022**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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BNY Mellon Project Fund

1	Cash		119.26	0.010%	119.26	0.010%		1	
2	Morgan Stanley Treasury Portfolio		159,221.33	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents		0.52%	159,340.59	0.250%	158,411.07	0.250%		1	
Total Project Fund			159,340.59	0.250%	158,411.07	0.250%		1	

Exhibit C

**October 31, 2022
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
JULY	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716
AUGUST	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853
SEPTEMBER	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768
OCTOBER	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381
NOVEMBER	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	
DECEMBER	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	
JANUARY	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	
FEBRUARY	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	
MARCH	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	
APRIL	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	
MAY	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	
JUNE	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	



City Council Agenda Report

ITEM NO. 9

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

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

SUBJECT: **Approval of a Professional Services Agreement with Chawkins Communications, Inc. to Provide Electrification Project and Stakeholder Coordination Services for a total not-to-exceed amount of \$53,625**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Professional Services Agreement with Chawkins Communications, Inc. (Consultant) to assist the City in coordinating multiple projects and stakeholders related to electrification in the amount of \$53,625, including \$48,750 for the proposed work, and \$4,875 (10%) as a contingency; and
2. Authorize the City Manager to execute all related documents on behalf of the City.

Background

During the September 21, 2022 Council Meeting, the City Council authorized staff to proceed with the City Civic Center Electrification Project, specifically, the installation of electric vehicle chargers in the City Civic Center parking lots, and the procurement of Police Department electric vehicles through a leasing program. The implementation of the Project will require coordination with City staff and technical consultants in the areas of electrical design, solar and battery backup design, electric vehicle equipment selection, rate development, environmental credit programs, policy development, construction management, communications planning, public outreach and messaging, and other relevant project elements. In addition, the City has multiple project partners including Southern California Edison (SCE) through the Charge Ready Program and other required electrical distribution work, and the Clean Power Alliance (CPA) through the Power Ready Program. The City is working to establish another project partner, the South Coast Air Quality Management District (SCAQMD) Mobile Source Review Committee (MSRC).

Analysis

The Consultant's scope of work includes the initiation of the Project and ongoing project management, along with development of a communications plan, public outreach,

coordination of staff and stakeholders, including SCE, CPA, and possibly MSRC. The Consultant's coordination work will also include supporting Police Department vehicle procurement and charging system operational planning. The Consultant will assist in coordinating design and construction, and the development of charger public use policy, rate structures, and a Low Carbon Fuel Standard (LCFS) Credit Program. South Pasadena Municipal Code Section 2.99-29 allows contracts for services of specially trained and professional persons or businesses to be exempt from bidding. Ken Chawkins, the Principal employee of Chawkins Communications, Inc. has 25 years of experience in the energy field, working in many different external-facing posts, interacting with business, labor, non-profit and government organizations on behalf of energy companies, including SCE and the Southern California Gas Company. Chawkins Communications specializes in designing and deploying strategic communications efforts to align internal and external stakeholders into a dynamic team to meet policy objectives. Staff recommends proceeding with this consultant to provide services with respect to the project coordination scope.

Fiscal Impact

A budget of \$350,000 has been appropriated from the General Fund by the City Council in the annual FY 2022-2023 Capital Improvement Program (CIP) budget into CIP Account No. 101-9000-9188-9188-000 to facilitate electric vehicle charger installation efforts. Sufficient funds are available in this CIP account to pay for services under the proposed professional services agreement.

Environmental Analysis

This item is related to professional services associated with the installation of electric vehicle chargers and the procurement of electric vehicles, which was approved by the City Council on September 21, 2022. California Environmental Quality Act (CEQA) analysis was conducted on this previous item.

Attachment

Draft Professional Services Agreement

ATTACHMENT
Draft Professional Services Agreement

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Chawkins Communications, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: **see Exhibit A**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Fifty-Three Thousand and Six Hundred and Twenty-Five Dollars (**\$53,625**), including \$48,750 for the proposed work, and \$4,875 (10%) as a contingency.
- 3.5. “Commencement Date”: **December 22, 2022.**
- 3.6. “Termination Date”: **Until determined to be complete by the City of South Pasadena Public Works Director.**

4. TERM

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

5. CONSULTANT’S DUTIES

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

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

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Electrification project and stakeholder coordination.**
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

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

If to Consultant

Ken Chawkins, Principal
Chawkins Communications, Inc.
1530 Cheviotdale Drive
Pasadena, CA 91105
Telephone: (818) 422-7412

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

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

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
Chawkins Communications, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Desiree Jimenez, CMC
Chief City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

EXHIBIT A

Scope of Work

Chawkins Communications, Inc.

Task 1 – Project Initiation / Kickoff Meeting / Project Management

Consultant will work with the City Project Manager, City Project Liaisons, and Technical Consultants (Project Team) to draft a proposed schedule related to the areas of focus in the scoped tasks. Consultant will facilitate a kick-off meeting with City staff and identify team member and stakeholders, and their responsibilities. Consultant's responsibilities include meeting preparation, facilitation, debriefing with the City Project Manager, and post-meeting document preparation with City Project Liaison assistance. The kick-off meeting with an agenda will define the project's goals, sequencing, and timeframe for project success. A meeting summary will be drafted with stated project goals, objectives, and action items. The finalized project schedule and sequencing will be developed within ten (10) working days after the kick-off meeting. The schedule will include project milestones and opportunities to review/approve work products throughout the project as necessary.

Schedule: Complete by January 31, 2023.

Deliverables: Agenda; Meeting Summary of Kick-off Meeting; Finalized Project Schedule.

Task 2 – Communications Plan Development

Consultant will work with Project Team to develop the Communication Plan. The Communication Plan will include a consensus on clear key messages, outreach opportunities both in and outside the City, an outreach schedule, message response protocol to address internal and external inquiries regarding the project, identification of point personnel for communications, talking points on project elements, a proposed schedule for communications training, and a proposed schedule for message dissemination to internal/external audiences. Consultant will prepare a digital slide presentation that describes the project elements, including the key messages – that can be used for multiple audiences, including City Council, agencies, members of the public, and external partners.

Schedule: Complete by January 31, 2023.

Deliverables: Communications Plan, Proposed schedule of Messaging Opportunities, Slide Presentation for City Council and external audiences.

Task 3 – Staff Project Outreach Activities

Consultant will work with the City staff to prepare materials, reach out to audiences, and facilitate/attend events to educate City and regional stakeholders regarding project. Consultant's responsibilities include developing a stakeholder matrix, developing outreach materials, facilitating invites, and conducting the outreach events.

Schedule: Ongoing through project.

Deliverables: Stakeholder Matrix, Outreach Materials, and In-Person/Virtual Events.

Task 4 – Project Team Coordination

Consultant will hold frequent meetings with the City Project Manager, City Project Liaisons, and Technical Consultants (Project Team). Meetings will occur at least twice permit month. Consultant will work with the Project Team to ensure stakeholders are aware of project progress and are aligned with activities.

Schedule: Ongoing through project.

Deliverables: Meeting Agendas and Outcomes.

Task 5 – Southern California Edison (SCE) Coordination

Consultant will work with Southern California Edison and the Project Team to coordinate Charge Ready Program elements, including but not limited to planning, funding, requirements, schedule, scope negotiation, etc. Consultant will work with Southern California Edison and the Project Team to coordinate elements outside of the Charge Ready Program, including improvement to distribution systems and City equipment/service components.

Schedule: Ongoing through project.

Task 6 – Clean Power Alliance (CPA) Coordination

Consultant will work with Clean Power Alliance and the Project Team to coordinate Power Ready Program elements, including but not limited to planning, funding, requirements, schedule, scope negotiation, etc.

Schedule: Ongoing through project.

Task 7 – Mobile Source Air Pollution Reduction Review Committee (MSRC) Coordination

In the circumstances that the City executes an agreement with the Mobile Source Air Pollution Reduction Review Committee, the Consultant will work with MSRC and the Project Team to coordinate Transformative Transportation Strategies & Mobility Solutions Program elements, including but not limited to planning, funding, requirements, schedule, scope negotiation, etc.

Schedule: Ongoing through project.

Task 8 – Police Vehicle Procurement Support and Coordination

Consultant will work with the Project Team, vehicle manufacturer, and leasing company to support the procurement of police vehicles, including communication support with various stakeholders. Consultant will work with Project Team to ensure that police vehicle procurement and other project elements align in scope and schedule.

Schedule: Complete by June 30, 2023.

Task 9 – Charging System Planning and Operational Plan Development

Consultant will work with the Project Team to facilitate the day-to-day planned operational use of the charging equipment by Public Safety staff, including but not limited to time-of-use, charging practices, troubleshooting, operations and maintenance, planned redundancy, etc. Consultant will work with the Project Team to facilitate the development of an Operational Plan to realize the most effective and efficient use of the charging equipment and available energy rates/fees. Consultant will assist Project Team in vetting developed materials through a Public Safety staff stakeholder review process.

Schedule: Complete by June 30, 2023.

Deliverables: Operational Plan.

Task 10 – Design & Construction Coordination

Consultant will work with Project Team to coordinate design and construction activities that impact stakeholder management, including but not limited to parking impacts to the public, staff site use, City Civic Center power outages, etc.

Schedule: Ongoing through project.

Task 11 – Charger Public Use Policy and Rate Structure Development

Consultant will work with the Project Team to facilitate the implementation of a Charger Public Use Policy, including, but not limited to use guidelines, availability, payment process, networking/monitoring policy, mobile app, etc. Consultant will work with the Project Team to facilitate the development of a Rate Structure for public-facing chargers. Consultant will assist Project Team in vetting developed materials through a public process including outreach, marketing materials, Commission(s), City Council meeting(s), etc.

Schedule: Complete by September 30, 2023.

Deliverables: Charger Public Use Policy, Rate Structure.

Task 12 – Grant & Low Carbon Fuel Standard (LCFS) Credit Program Development

Consultant will work with the Project Team to facilitate grant-funding opportunities through understanding the City’s goals, services, plans, and needs. Consultant will provide recommendations on programs that align with this project. Consultant will work with the Project Team to develop a Low Carbon Fuel Standard (LCFS) Credit Program, if feasible, and integrate the LCDS Credit Program into coordination and outreach related work in this scope, e.g. discussing electrification cost benefits in messaging materials.

Schedule: Complete by September 30, 2023.

Deliverables: LCFS Credit Program (if feasible).

EXHIBIT B

Project Fees and Hourly Billing Rates

Ken Chawkins, Principal

\$ 195.00 / hr

Task	Hours (qty)	Fee
1 - Project Initiation / Kickoff Meeting / Project Management	10	\$1,950
2 - Communications Plan Development	25	\$4,875
3 - Staff Project Outreach Activities	25	\$4,875
4 - Project Team Coordination	35	\$6,825
5 - Southern California Edison (SCE) Coordination	35	\$6,825
6 - Clean Power Alliance (CPA) Coordination	5	\$975
7 - Mobile Source Air Pollution Reduction Review Committee (MSRC) Coordination	15	\$2,925
8 - Police Vehicle Procurement Support and Coordination	10	\$1,950
9 - Charging System Planning and Operational Plan Development	10	\$1,950
10 – Design & Construction Coordination	20	\$3,900
11 - Charger Public Use Policy and Rate Structure Development	35	\$6,825
12 - Grant & Low Carbon Fuel Standard (LCFS) Credit Program Development	25	\$4,875
Total	250	\$48,750



City Council Agenda Report

ITEM NO. 10

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: Approval of a Second Amendment to the Arroyo Seco Racquet Club Lease Agreement with I-Tennis, Inc.

Recommendation

It is recommended that the City Council approve a second amendment to the Arroyo Seco Racquet Club (Racquet Club) Lease Agreement (Lease Agreement) with I-Tennis, Inc. (I-Tennis).

Background

On January 1, 2011, the City of South Pasadena (City) entered into a Lease Agreement with I-Tennis, Inc. for the Racquet Club. On May 2, 2012, the City Council approved the First Amendment to the agreement, which allowed for subleasing a portion of the facility to Frotanasce & Associates Sports Medicine Center and Physical Therapy. The proposed second amendment will endorse the hold-over period and amend the terms of the Agreement and Amendments to extend and establish the term on a month-to-month basis while negotiations are completed.

Analysis

On January 1, 2011, I-Tennis entered a Lease Agreement for the Arroyo Seco Racquet Club. Through that agreement, I-Tennis, Inc. committed to \$224,250 in capital improvements to the facility in exchange for monthly rent credit of \$3,737 and a monthly rent of \$3,263. All capital improvements were completed, and in years six through ten of the agreement, the rent increased to \$7,000 per month. At the beginning of year eleven, rent increased based on the Consumer Price Index (CPI), which brought the rent to \$8,355 per month. The current agreement will expire on December 31, 2022, and negotiations are underway. The proposed amendment will allow more time to thoroughly negotiate and discuss the terms of the next agreement.

Staff recommends that the City Council approve a second amendment to the Racquet Club Lease Agreement, allowing the agreement to continue on a month-to-month basis through April 1, 2023. The City and I-Tennis have a 30-day written notice of termination. The remaining provisions of the Agreement and Amendments not otherwise in conflict will remain in full effect.

Approve a Second Amendment to the Arroyo Seco Racquet Club Lease Agreement
December 21, 2022
Page 2 of 2

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Attachment: Second Amendment to the Arroyo Seco Racquet Club Lease Agreement

ATTACHMENT
Second Amendment to the Arroyo Seco Racquet
Club Lease Agreement

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**AMENDMENT NO. 2 TO THE
I-TENNIS AGREEMENT LEASE AGREEMENT**

This Second Amendment to the I-Tennis Lease Agreement (hereinafter "Second Amendment") is made as of the ____ day of December 2022 (the "Execution Date") by and between **The City of South Pasadena, California** (hereinafter referred to as "Owner") and **I-Tennis, Inc.** (hereinafter referred to as "Operator") to amend the terms of the Agreement, as amended by the First Amendment (defined below) and to ratify the actions of the Parties in leasing the Facility (as defined below) since January 1, 2011. Owner and Operator are referred to in this Amendment collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, on or about January 1, 2011, Owner and Operator entered into a Lease Agreement Agreement (hereinafter referred to as the "Agreement") for the lease of the Arroyo Seco Racquet Club ("Facility"); and

WHEREAS, on or about May 2, 2012, Owner and Operator entered into Amendment No. 1 to Agreement ("First Amendment"), which approved a sublease of a portion of the Facility to Fortanasce & Associates Sports Medicine Center and Physical Therapy for physical fitness, physical therapy and other uses permitted under the Master Lease; and

WHEREAS, the Parties desire to amend the terms of the Agreement as amended by the First Amendment and amend the terms of the Agreement as amended by the First Amendment for the purpose of requiring additional indemnification. All capitalized terms that are used but not defined in this Second Amendment shall have the meanings given to them in the Agreement as amended by the First Amendment.

NOW, THEREFORE, the Parties agree as follows:

- a.) The operation of the Agreement from May 2, 2012, to the present, has been continued on the Parties by a mutual operation based on the terms of the Agreement as amended by the First Amendment.
- b.) Section 3.1 (Term) of the Agreement is hereby amended to read as follows, superseding all other iterations of Section 3.1:

3.1 Term. The term of this Agreement ("Term") shall commence on the Execution Date and continue on a month-to-month basis until April 1, 2023.

- c.) Section 26.1 A of the Agreement is hereby amended to read as follows:

26.1 Owner may terminate this Agreement at any time and for any reason or no reason, in its sole and absolute discretion, upon thirty (30) calendar days written notice to Operator.

d.) Section 26.2 of the Agreement is hereby amended to read as follows:

26.2 Operator may terminate this Agreement at any time and for any reason or no reason, in its sole and absolute discretion, upon thirty (30) calendar days written notice to Owner. Section 26.2 of the Agreement is hereby amended as follows:

Remaining Provisions of the Agreement. All other terms, conditions, and provisions of the Agreement as amended by the First Amendment, to extend not modified by this Second Agreement, shall remain in full and effect.

IN WITNESS WHEREOF this Second Amendment is signed by the Parties on the date first above written.

APPROVED AS TO FORM

Name: Andrew L. Jared
Title: City Attorney

ATTEST

Name: Desiree Jimenez, CMC
Title: Chief City Clerk

Owner:
City of South Pasadena

Name: Arminé Chaparyan
Title: City Manager
Date:

Manager:

I-Tennis, Inc.

Name: John Letts
Title:
Date:



City Council Agenda Report

ITEM NO. 11

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Cathy Billings, Library Director

SUBJECT: **Acceptance of Two Donations to the Library from the Friends of the South Pasadena Public Library, Inc. and South Pasadena Beautiful, totaling \$7,506.26.**

Recommendation

It is recommended that the City Council accept two donations to the Library, totaling \$7,506.26, to be used for the purpose of replacing the patio furniture on the Oxley Street side of the Library:

1. \$5,506.26 from the Friends of the South Pasadena Public Library, Inc.
2. \$2,000.00 from South Pasadena Beautiful.

Background

Library Park has a small patio area adjacent to the Library building on the Oxley Street side. This area has two 6' long tables flanked by benches with backs. These were donated in 2013 by South Pasadena Beautiful (SPB) in honor of Linda and Eddie Setzler. The family also donated money to SPB to be used for a memorial plaque. The tables are used regularly by the general public as well as by customers using the Library's Wi-Fi network.

The Friends of the South Pasadena Public Library, Inc. (Friends) is a 501c3 organization founded in 1950 to provide financial support and advocacy for the South Pasadena Public Library. These funds from the Friends would be in addition to the \$40,501.00 they budgeted for calendar year 2022 to support Library materials, programs, and services. Specifically, the funds are in memory of Friends Bookstore co-founder Dorothy Cohen, and Dennis Potts husband to long-time Bookstore Committee co-chair Donna Potts.

SPB is an all-volunteer 501c3 non-profit organization, founded in 1965 for the purpose of organizing and pursuing projects for the improvement of the City of South Pasadena, encouraging community pride and engagement, sustainability, and the preservation of existing beauty. SPB works in cooperation with many entities, including governmental, volunteer, philanthropic and educational organizations.

Analysis

The furniture has been well used for nine years and is showing its age. Staff propose to replace the worn furniture with a different configuration that will provide seating capacity for a greater number of visitors. Instead of two large tables, the replacement furniture would consist of four smaller tables. Three of the tables would have four stool-type seats and the fourth would have three seats and accommodation for one wheelchair. A second plaque would be added to memorialize Dorothy Cohen and Dennis Potts, and to acknowledge the generosity of the Friends and SPB.

Fiscal Impact

The funds will be deposited to the Library's Designated Gifts Account No. 101-0000-0000-2996-001, and will cover part of the cost of the purchase of the furniture. The remainder of the cost will be paid out of the Library's Fiscal Year 2022-23 Budget as planned (Building & Improvements: Account No. 101-8010-8011-8500). The furniture is designed to last many years and will require minimal, if any, ongoing maintenance.

Commission Review and Recommendation

The Library Board of Trustees was given an update on this matter at the meeting on December 8, 2022. The update was provided during Library Director Communications and as it was not an action item, no action was taken.



City Council Agenda Report

ITEM NO. 12

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

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

SUBJECT: **Approval of a Professional Services Agreement with Carollo Engineers, Inc. to Develop Sewer Consent Judgment Related Reports to be submitted to the Los Angeles Regional Water Quality Control Board**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to enter into a Professional Services Agreement with Carollo Engineers, Inc. (Consultant) to assist the City in submitting required reports to the Los Angeles Regional Water Quality Control Board (RWQCB) Enforcement Unit to comply with an existing Consent Judgment. The Professional Services Agreement is in the amount of Sixty-Six Thousand Dollars (\$66,000), including \$59,968 for the proposed work, and \$6,032 (approximately 10%) as a contingency;
2. Authorize an appropriation of \$66,000 from the Sewer Reserves Fund 210 to Public Works Sewer Maintenance Professional Services Expenditure Account No. 210-6010-6501-8170-000 for this work; and
3. Authorize the City Manager to execute all related documents on behalf of the City.

Background

The City of South Pasadena has specific requirements related to sewer maintenance and operations that must be completed under a 2011 Consent Judgment (Exhibit C of the Attachment). These requirements include sewer repair work at specific locations, submittal of quarterly reports, implementation of an asset management software program, a flow and capacity study, video analysis of the sewer system and related quarterly reports, a Fats, Oils, and Grease (FOG) Control Program, frequent inspection of locations with historic performance issues (hot spots), and staff training.

The City undertook a comprehensive sewer infrastructure improvement program to implement the requirements of the Consent Judgment. The Los Angeles RWQCB Enforcement Unit has made inquiries to the City regarding the status of the work related to the Consent Judgment. In 2019, a Project Completion Report was submitted to the RWQCB, however, the 2019 report did not include a list or description of all the projects

listed in the Consent Judgment that have been completed. Specifically, the RWQCB is requesting additional information to resolve discrepancies between the Consent Judgment and the completed sewer rehabilitation work documented in the 2019 Project Completion Report, the completed video inspection work, and the completed staff inspections and staff training. In addition, the RWQCB is requesting a resolution on the lack of submitted quarterly required reports since 2017.

Analysis

Compliance with the Consent Judgment is overseen by the Director of Public Works. The current Director has made this project a priority since taking the position earlier this year. However, staffing levels have not allowed for this to be accomplished with the current personnel. Staff is seeking assistance from a professional consultant to develop several reports that detail the City's actions and findings related to the Consent Judgment requirements.

Carollo Engineers, Inc. (Carollo) has become familiar with the City's sewer system as part of developing the City's One Water 2050 Plan, a 30-year master planning effort for the City's water, sewer, and stormwater systems. Carollo has also developed the City's Sewer System Management Plan (SSMP), recently adopted at the November 16, 2022 City Council Regular Meeting. Carollo has thorough knowledge and familiarity with the City's sewer system and processes, and is therefore the best vendor to complete this critical work.

The Professional Services Agreement (Attachment) includes three tasks related to requirements in the Consent Judgment. These tasks include the completion of a Supplemental Project Completion Report, a Flow and Capacity Study, and a Report on Subsequent Video Analysis covering multiple quarters from 2018 through 2022.

Fiscal Impact

Staff is recommending an appropriation of \$66,000 from the Sewer Fund Reserves to the Public Works Sewer Maintenance Professional Services Expenditure Account No. 210-6010-6501-8170-000 for this work.

Environmental Analysis

This item is related to the development of reports to comply with a State mandated Consent Judgment for the City's existing sanitary sewer system. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," this action is exempt from further review under CEQA. The development and implementation of the plan is a requirement of the California State Water Resources Control Board, and is exempt from the CEQA (Public Resources Code §21000 et seq.) because it is an action pursuant to a regulatory requirement to assure the protection of the environment. Furthermore, the Plan applies to the City's existing sanitary sewer collection system, where there is no expansion of use in this reporting action, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines Section requirements under Section 21084

Contract with Carollo Engineers to provide Sewer Consent Judgment Related Reports
December 21, 2022
Page 3 of 3

of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1)
"existing facilities."

Public Notification of Agenda Item

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

Attachment: Draft Professional Services Agreement and Exhibits

ATTACHMENT
Draft Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Carollo Engineers, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: **see Exhibit A**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Sixty-Six Thousand Dollars (**\$66,000**), including \$59,968 for the proposed work, and \$6,032 (approximately 10%) as a contingency.
- 3.5. “Commencement Date”: **December 22, 2022.**
- 3.6. “Termination Date”: **Until determined to be complete by the City of South Pasadena Public Works Director.**

4. TERM

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

5. CONSULTANT’S DUTIES

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

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

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Development of Reports Related to a Sewer Consent Judgement**
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

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

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

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

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

If to Consultant

Inge Wiersema, P.E.
Vice President / Principal-in-Charge
Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017
Telephone: (213) 489-1587

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

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

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
Carollo Engineers, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Desiree Jimenez, CMC
Chief City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

EXHIBIT A

Scope of Work

Carollo Engineers, Inc.

Task 1 – Supplemental Project Completion Report

Carollo will, using the available geographic information system (GIS) data associated with the sewer video analysis performed by through year 2015, summarize in a map and table the pipelines considered to be in Groups “C”, “D”, “I”, and “II”, as noted in paragraph 5 of the Consent Judgement, shown in Exhibit C of this agreement. Carollo will review the record drawings, summary maps, reports and tables developed at the end of the Phase 1 and Phase 2 sewer projects to identify the pipelines that were replaced and had spot repairs completed. For the pipelines considered to be in Groups “C”, “D”, “I”, and “II” where the documentation does not clearly show that repairs have been made, Carollo will review the subsequent video analysis to evaluate whether repairs have been made on those pipelines or not.

Carollo will develop a Supplemental Project Completion Report summarizing the pipelines that were classified as Groups “C”, “D”, “I”, and “II”; the pipelines that were replaced or repaired; and identification of any pipelines in Groups “C”, “D”, “I”, and “II” that did not have work completed. Carollo will submit a draft technical memorandum (TM) to the City. After receiving City comments, Carollo will submit a draft final TM to the City for submission to the Los Angeles Regional Water Quality Control Board (RWQCB). Carollo will incorporate RWQCB comments and produce a final, stamped TM.

Carollo has also budgeted three virtual conference calls, one as a kickoff meeting, one to present summarized results, and one to review the draft TM. Carollo has also budgeted one visit to the City’s offices to review/obtain data.

Schedule:

Carollo will produce the draft TM for Task 1 within two (2) months of Notice to Proceed.

Final TM will be delivered within seven business days of receiving comments on the final draft TM.

Deliverables:

Draft TM, Final TM

Task 2 – Flow and Capacity Study

A flow and capacity study is required by paragraph D of the Consent Judgment, shown in Exhibit C. Carollo will develop a flow and capacity study report based on work performed as part of a previous scope (One Water 2050 Plan). Paragraph D required the development of an approved plan, followed by

the performance of the System Flow Monitoring and Capacity Analysis. Carollo will develop a summary TM summarizing the capacity analysis work already performed in the One Water 2050 Plan.

After receiving City comments, Carollo will submit a draft final TM to the City for submission to the RWQCB. Carollo will incorporate RWQCB comments and produce a final, stamped TM.

Calls and meetings for this task will be completed as part of Task 1.

Schedule:

Carollo will produce the draft TM for Task 2 within two (2) months of Notice to Proceed.

Final TM will be delivered within seven business days of receiving comments on the final draft TM.

Deliverables:

Draft TM, Final TM

Task 3 – Quarterly Report on Subsequent Video Analysis

The City is required to submit a quarterly report summarizing Subsequent Video Analysis as required by paragraph D of the Consent Judgement, shown in Exhibit C. The last report submitted to RWQCB covered 4th quarter 2017, and the report has not been submitted since then. Carollo will develop a single quarterly report covering the period from the 1st quarter of 2018 through the 4th quarter of 2022.

The report will discuss Subsequent Video Analysis; new sanitary sewer overflows (SSOs) data; continued implementation of routine maintenance; City's fats, oils, and grease (FOG) control program; and the City's Hot Spot program.

Carollo will review the video analysis performed in 2020 for all pipes that were initially classified as Groups "C", "D", "I", and "II" per the Consent Judgement. Any Groups "C", "D", "I", and "II" pipelines with significant defects from the video analysis from 2020 will be identified, including a recommendation for replacement, lining, and/or repair.

Carollo will also compile new Sanitary Sewer Overflow (SSO) data from years 2018 through 2022, as well as document the City's ongoing maintenance processes.

Carollo will submit a draft TM to the City. After receiving City comments, Carollo will submit a draft final TM to the City for submission to the RWQCB. Carollo will incorporate RWQCB comments and produce a final, stamped TM.

Carollo has also budgeted two virtual conference calls for this task beyond those in Task 1, one to present summarized results, and one to review the draft TM.

Schedule:

Carollo will produce the draft TM for Task 3 within two months of completion of the draft TM of Task 1.

Final TM will be delivered within seven business days of receiving comments on the final draft TM.

If the project extended beyond four months, additional project management budget will be required.

Deliverables:

Draft TM, Final TM

Scope Clarifications

If RWQCB rejects the Flow and Capacity Study, no work is included to perform additional flow or capacity analysis to meet RWQCB requests.

No work is included in this Scope of Work to assist the City on the Asset Management Program (paragraph 6 of the Consent Judgment).

No work is included in this Scope of Work to assist the City with ongoing biannual requirements for Subsequent Video Analysis, other than a summary of the video analysis performed in 2020.

EXHIBIT B

Project Fees and Hourly Billing Rates

Task Description	Principal-in-Charge	Project Manager	Quality Control	Project Engineer	Staff Engineer	GIS Analyst	Admin	Total Hours	ODCs	Total Fee
Supplemental Project Completion TM	4	18	4	24	40	24	12	126	\$100	\$28,514
Flow and Capacity Study	0	6	2	16	0	4	4	32	-	\$ 7,832
Quarterly TM on Video Analysis	4	14	4	24	32	12	12	102	-	\$23,622
Total	8	38	10	64	72	40	28	260	\$100	\$59,968

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$213.00
Professional	258.00
Project Professional	272.00
Lead Project Professional	313.00
Senior Professional	345.00
Technicians	
Technicians	153.00
Senior Technicians	223.00
Support Staff	
Document Processing / Clerical	147.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective July 1, 2022	\$.625 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

Rates listed are valid through December 31, 2023.
This fee schedule is subject to annual revisions due to labor adjustments.

EXHIBIT C

2011 Consent Judgement (included as a Reference to Exhibit A Scope of Work)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**PEOPLE OF THE STATE OF
CALIFORNIA EX REL. REGIONAL
WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION,**

PLAINTIFF,

v.

THE CITY OF SOUTH PASADENA,

DEFENDANT.

Case No.
**[PROPOSED] CONSENT JUDGMENT
PURSUANT TO STIPULATION OF THE
PARTIES; [PROPOSED] ORDER**

This consent judgment pursuant to stipulation (Consent Judgment) is entered into by Plaintiff the People of the State of California, ex rel. Regional Water Quality Control Board, Los Angeles Region (Regional Board), and Defendant the City of South Pasadena (City). For purposes of this Consent Judgment, the Regional Board and the City shall be referred to collectively as the Parties.

INTRODUCTION

This Consent Judgment relates to the City's failure to comply with the terms of State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge

1 Requirements for Sanitary Sewer Systems (WDR). As set forth in the Complaint filed
2 concurrently hereto, the Regional Board alleges that the City failed to comply with the WDR by
3 discharging pollutants, including but not limited to raw sewage, into waters of the United States
4 and/or waters of the state, in violation of Water Code sections 13263 and/or 13376, for which the
5 Regional Board or a superior court can assess civil liability pursuant to Water Code sections
6 13350 and/or 13385.

7 The Parties engaged in extended settlement negotiations prior to the initiation of litigation.
8 In these negotiations, the Regional Board was represented by the Attorney General of the State of
9 California. The City was represented by Richard Adams II of Jones and Mayer, City Attorney
10 and James L. Markman of Richards, Watson & Gershon, Special Counsel.

11 The Parties have agreed to settle this matter without litigation pursuant to the terms of this
12 Consent Judgment. The Regional Board has filed a Complaint simultaneously with the lodging
13 of this Consent Judgment. The Parties enter into this Consent Judgment pursuant to a
14 compromise and settlement of the allegations in the Complaint. The Parties believe that the
15 resolution embodied in this Consent Judgment is fair and reasonable and fulfills the Regional
16 Board's enforcement objectives; that its terms are appropriate in light of certain corrective efforts
17 the City has made or will make, and penalties to which the City has agreed to pay; and that entry
18 of this Consent Judgment is in the best interest of the public.

19 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
20 entry of this Consent Judgment as set forth below.

21 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

22 **CONSENT JUDGMENT PURSUANT TO STIPULATION**

23 **1. DEFINITIONS**

24 Except where otherwise expressly defined in this Consent Judgment, all terms shall be
25 interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections
26 13300 et seq., including the regulations promulgated pursuant to those sections, and the Federal
27
28

1 Water Pollution Control Act, 33 U.S.C. sections 1251 et seq., including the regulations
2 promulgated under those sections, 40 C.F.R. 100 et seq.

3 **2. COMPLAINT AND SCOPE OF AGREEMENT**

4 The Complaint in this action alleges that the City violated Water Code sections 13263
5 and/or 13376, for which the Regional Board or a superior court can assess civil liability pursuant
6 to Water Code sections 13350 and/or 13385. This Consent Judgment resolves all allegations and
7 violations made in the Complaint in this case as well as four (4) additional violations that the
8 Parties have agreed will be covered by this Consent Judgment. The total number of violations
9 covered by this Consent Judgment shall be twenty six (26) violations, all of which are listed in the
10 table attached hereto as Exhibit A.

11 **3. JURISDICTION AND VENUE**

12 The Parties agree that the Superior Court of California, County of Los Angeles, has subject
13 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties
14 to this Consent Judgment, and that the Superior Court for the County of Los Angeles is the proper
15 venue of this action.

16 **4. PAYMENT OF CIVIL PENALTIES AND INVESTIGATION AND**
17 **ENFORCEMENT COSTS**

18 **4.1 Total Penalties**

19 On entry of this Consent Judgment, the City shall be liable for a total of nine hundred
20 thousand dollars (\$900,000) in civil penalties.

21 **4.2 Civil Penalty Payment**

22 Within thirty (30) days of entry of this Consent Judgment, the City shall pay a civil penalty
23 of an amount equal to the remainder of two hundred twenty-five thousand dollars (\$225,000) less
24 the cost to the City of an asset management software system acceptable to the Regional Board,
25 such cost not to exceed fifty thousand dollars (\$50,000) with a check payable to the State Water
26 Pollution Cleanup and Abatement Account. If the City fails to make payment of this amount
27 within thirty (30) days, the City shall pay a stipulated penalty of one thousand dollars (\$1,000) for
28 each day payment is overdue.

1 The City shall deliver these payments to the Regional Board addressed to:
2 Regional Water Quality Control Board, Los Angeles Region
3 320 West Fourth Street, Suite 200
4 Los Angeles, California 90013
5 Attention: Paula Rasmussen

6 **4.3 Suspended Penalties**

7 The remaining civil penalties in the amount of six hundred and seventy-five thousand
8 dollars (\$675,000) shall be suspended. These suspended penalties (Suspended Civil Liability)
9 shall be deemed satisfied once the City completes all obligations pursuant to section 5 below.

10 **4.3a Reductions in Suspended Civil Liability**

11 Notwithstanding section 4.3 above, the City shall receive a reduction in the amount of the
12 Suspended Civil Liability as follows. When the City completes fifty percent (50%) of the
13 obligations pursuant to section 5 below, the City shall receive a credit of one hundred seventy
14 thousand dollars (\$170,000). When the City completes seventy five percent (75%) of the
15 obligations pursuant to section 5 below, the City shall receive an additional credit of one hundred
16 seventy thousand dollars (\$170,000), for a total credit of three hundred and forty thousand dollars
17 (\$340,000). The remaining portion of the Suspended Civil Liability shall be satisfied when the
18 entire obligation pursuant to section 5 below is complete.

19 **4.4 Attorney Fees, Staff Investigation Costs, and SEP Oversight Costs**

20 Within thirty (30) days of entry of this Consent Judgment, the City shall pay fifty thousand
21 dollars (\$50,000) for attorneys' fees and staff investigation costs and all oversight costs, delivered
22 as set forth in Section 4.2 above and with a check payable to the State Water Pollution Cleanup
23 and Abatement Account. If the City fails to make payment of this amount within thirty (30) days
24 of entry of this Consent Judgment, the City shall pay a stipulated penalty of one thousand dollars
25 (\$1,000) for each day payment is overdue with a check payable to the State Water Pollution
26 Cleanup and Abatement Account delivered to the Regional Board as set forth in Section 4.2
27 above.

28 **4.5 Disputes Pertaining to Payment of Penalties**

Should any disagreement arise pertaining to the City's failure to pay civil penalties,

1 attorneys' fees, or staff investigation costs, the Regional Board may enforce these provisions by
2 using the procedures set forth in section 14 below. If the Regional Board believes that the City
3 has failed to complete any portion of the obligations pursuant to section 5 of this Consent
4 Judgment, the Regional Board may seek to lift the suspension of any Suspended Civil Liability
5 amount as defined in section 4.3 of this Consent Judgment by using the procedures set forth in
6 section 14 below, taking into account any credits that are due to the City pursuant to section 4.3a
7 above.

8 **5. SEWER REPAIR WORK**

9 The City, through DMR Team Inc. (DMR), has completed video analysis of at least 50%
10 of the City's sewer system, and has grouped the condition of the sewer mains into four categories,
11 groups A, B, C, and D. DMR has also grouped all spot repairs needed in those mains into four
12 categories, groups I, II, III, and IV. The City shall complete the video analysis of the remaining
13 50% of the City's sewer system, as specified in section 8 of this Consent Judgment. The City
14 shall then complete repairs on all mains that the City has defined as in a Group "C" or "D" repair
15 condition in its "Sewer Video Analysis and Condition Assessment" (Condition Assessment
16 Report)¹ as specified in sections 5.1 and 5.2 below. Additionally, the City shall complete all local
17 spot repairs found to be in a Group "I" or "II" repair condition in the City's Condition
18 Assessment Report as specified in sections 5.1 and 5.2 below. Together, Groups "C" and "D"
19 and "I" and "II" shall be referred to as the Capital Improvement Program. If the City fails to
20 complete any part of the Capital Improvement Program repairs within the time periods specified
21 below, the City shall pay the appropriate Suspended Civil Liability amount as specified in
22 sections 4.3 and 4.5 above.

23 **5.1 Group "D" and Group "I" Repair Condition**

24 The City shall complete the repairs of the sewer mains in Group "D" and local spot repairs
25 in Group "I" repair condition within 4 years of entry of this Consent Judgment.
26

27 _____
28 ¹ The Condition Assessment Report is attached hereto as Exhibit B.

1 **5.2 Group “C” and Group “II” Repair Condition**

2 The City shall complete the repairs of the sewer mains in Group “C” and local spot repairs
3 in Group “II” repair condition within 10 years of entry of this Consent Judgment.

4 **5.3 Additional Incentive Payments**

5 If the City fails to complete the Capital Improvement Program above within 9 years from
6 the date of entry of this Consent Judgment, the City shall pay \$10,000 a month for each month the
7 City has not completed its Capital Improvement Program (Additional Incentive Monies). There
8 shall be no noticed motion required to collect this Additional Incentive Monies and it shall be
9 paid to the State Water Pollution Cleanup and Abatement Account and delivered pursuant to
10 section 4.2 above. The Regional Board shall meet and confer with the City prior to demanding
11 any Additional Incentive Monies. If the parties are unable to resolve their differences through the
12 meet and confer process, the Regional Board shall demand in writing the appropriate Additional
13 Incentive Money and the payment shall be due and payable within 30 days of the date of the
14 demand. This obligation does not require a Court finding. If the City disagrees with the Regional
15 Board’s demand, the City shall have the right to move the Court to set aside the Regional Board’s
16 demand.

17 **5.4 Submittal of Quarterly Reports**

18 The City shall submit quarterly reports to the Regional Board with the most up-to-date
19 information on the progress the City is making on the Capital Improvement Program. These
20 quarterly reports shall be due on January 30, April 30, July 30, and October 30 of each year. In
21 addition, when the City has completed its work on the Capital Improvement Program, it shall
22 submit a final report to the Regional Board that shall state that the Capital Improvement Program
23 has been completed and provide a complete list of all work completed pursuant to the Capital
24 Improvement Program (Final Report). The Regional Board shall have 90 days to review the Final
25 Report. If the Regional Board finds that the work pursuant to the Capital Improvement Program
26 is incomplete, then the Regional Board shall inform the City within those 90 days and shall meet
27 and confer regarding what work is outstanding. The City shall not be required to pay any
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1 Suspended Civil Liability amount or any Additional Incentive Monies during the 90 days that the
2 Regional Board is reviewing the Final Report. If a dispute regarding whether or not the City has
3 completed its Capital Improvement Program remains following the meet and confer, then the
4 Regional Board shall seek any Suspended Civil Liability pursuant to the procedures set forth in
5 section 14 of this Consent Judgment.

6 **6. ASSET MANAGEMENT SOFTWARE PROGRAM**

7 As an enhanced compliance project, the City shall acquire a subscription to, and enter into
8 an agreement for, an asset management software program for its sewer system within 60 days of
9 entry of this Consent Judgment (Enhanced Compliance Project). If the City fails to complete its
10 Enhanced Compliance Project within 60 days of entry of this Consent Judgment, the City shall
11 pay a stipulated penalty of \$1,000 per day that the Enhanced Compliance Project is incomplete.

12 **7. FLOW AND CAPACITY STUDY**

13 A proposed plan to study flow and capacity shall be prepared by the City and submitted to
14 the Regional Board within 60 days of entry of this Consent Judgment. The City shall then
15 complete the approved System Flow Monitoring and Capacity Analysis, which shall consist of a
16 flow and capacity study of the City's sanitary sewer system within 3 years of entry of this
17 Consent Judgment. If the City does not complete this study within 3 years, then the City shall
18 pay a stipulated penalty of \$1,000 per day that the study is incomplete.

19 **8. VIDEO ANALYSIS OF THE SEWER SYSTEM**

20 The City shall complete Phase III of its four phase video analysis of its sanitary sewer
21 system on or before December 31, 2011. The City shall complete Phase IV of its four phase
22 video analysis of its sanitary sewer system on or before December 31, 2012. The City shall then
23 complete a video analysis of its sanitary sewer system every 2 years starting January 1, 2013
24 (Subsequent Video Analysis). If the City fails to complete these video analyses in the time stated,
25 then the City shall pay \$1,000 per day until the analysis is complete.

26 **8.1. Routine Maintenance**

27 The City shall complete flushing and hydrojetting to clear blockages and roots and remove
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1 grease buildup (hereinafter "Routine Maintenance") discovered by the Subsequent Video
2 Analysis of its sanitary sewer system within 60 days from the determination that such Routine
3 Maintenance is necessary. If the City fails to complete the Routine Maintenance discovered by
4 the Subsequent Video Analysis of its sanitary sewer system within 60 days from the
5 determination that such repairs are necessary, then the City shall pay a stipulated penalty of
6 \$1,000 for every day that the repairs remain incomplete.

7 **8.2. Groups "D" and "I" Repair Condition After Subsequent Video Analysis**

8 Any Group "D" mains or Group "I" spot repairs as defined in Section 5 above that are
9 detected on any Subsequent Video Analysis of the sanitary sewer system, that were not
10 previously identified, shall be completed within 4 years from entry of this Consent Judgment, or
11 within 1 year of detection, whichever is later.

12 **8.3. Groups "C" and "II" Repair Condition After Subsequent Video Analysis**

13 Any Group "C" mains or Group "II" spot repairs as defined in Section 5 above that are
14 detected on any Subsequent Video Analysis of the sanitary sewer system, that were not
15 previously identified, shall be completed within 10 years from entry of this Consent Judgment, or
16 2 years from detection, whichever is later. The City shall not be required to pay any Additional
17 Incentive Monies for any Group "D" or Group "C" mains or Group "I" or Group "II" spot repairs
18 detected on any Subsequent Video Analysis of the sanitary sewer system that were not previously
19 identified in the first video analysis completed prior to December 31, 2012.

20 **8.4. Modification of Subsequent Video Analysis Repairs**

21 If the City determines that it cannot meet the schedule for the repairs discovered in any
22 Subsequent Video Analysis, then it may meet and confer with the Regional Board and attempt to
23 modify the schedule. If the parties are then unable to resolve any disputes, the City may bring a
24 noticed motion seeking judicial relief or modification of the schedule. Any change in the timing
25 of these repairs will not affect the City's obligations under Section 5 of this agreement. If the
26 City fails to comply with this term of the agreement, the Regional Board may seek the suspended
27 civil penalty by noticed motion as described in section 14 of this Consent Judgment, including
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1 any necessary meet and confer.

2 **9. SUBMITTAL OF SUBSEQUENT VIDEO ANALYSIS QUARTERLY**
3 **REPORTS**

4 The City shall submit quarterly reports to the Regional Board with the most up-to-date
5 information on the Subsequent Video Analysis of its sewer system. These quarterly reports shall
6 be due to the Regional Board on January 30, April 30, July 30, and October 30 of each year. In
7 addition, the quarterly reports shall provide the most up-to-date information on: 1) any new SSO
8 data (including the cause of the SSO and the measures taken to prevent recurrence); 2) the
9 continued implementation of the Routine Maintenance; 3) the City's fats, oils and grease (FOG)
10 control program (FOG control program); and 4) the City's Hot Spot program. If the City fails to
11 submit these quarterly reports to the Regional Board, then the City shall pay a stipulated penalty
12 of \$1,000 per day that any quarterly reports are overdue.

13 **10. FATS OILS AND GREASE CONTROL PROGRAM**

14 The City shall implement its FOG control program, attached hereto as Exhibit C, and make
15 its best efforts to have all food service establishments as defined in its FOG ordinance inspected
16 within 15 days of the City becoming aware of the existence of the establishment. If the City fails
17 to implement its FOG control program within 45 days of entry of this Consent Judgment, then the
18 City shall pay a stipulated penalty of \$1,000 for every day that it remains unimplemented.

19 **11. HOT SPOTS**

20 The City shall inspect locations in its sanitary sewer system known to the City to require
21 more frequent attention due to historic performance issues (Hot Spots) every 45 days and
22 complete all required Routine Maintenance within 45 days of determining that any Routine
23 Maintenance is necessary. If the City fails to inspect its known Hot Spots every 45 days or fails
24 to complete all required Routine Maintenance at its Hot Spots within 45 days of determining that
25 any Routine Maintenance is necessary, then the City shall pay a stipulated penalty of \$1,000 for
26 every day that the Hot Spots are not inspected and \$1,000 for every day that the required Routine
27 Maintenance is not complete.
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12. STAFF TRAINING

The City shall make its best efforts to train and certify its staff through the California Water Environment Association in collection system maintenance. All new hires in the sewer maintenance crew shall be required to receive such certification and training, provided it does not interfere with their Union contracts.

13. FORCE MAJEURE

13.1. Any event (which may include an act or an omission) that is beyond the City's control and that prevents the City from timely performing any obligation under this Consent Judgment, despite the City's reasonable best efforts, is a "Force Majeure" event. Force Majeure does not include the City's financial inability to fund or complete the obligation or circumstances that the City could have avoided if it had complied with preventative requirements imposed by law, regulation or ordinance.

13.2. If any Force Majeure event occurs that may prevent or delay the City's performance of any obligation under this Consent Judgment, within ten (10) business days of when the City first receives reasonable notice of the event, it shall provide to the Regional Board a written explanation and description of the event; the anticipated duration of any delay; all actions the City has taken or will take to prevent or minimize the delay or other noncompliance and a schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In addition, the City shall provide all available non-privileged, material, factual documentation supporting a Force Majeure claim.

13.3. Within fourteen (14) days of receiving the notice set forth in Section 13.2, the Regional Board shall notify the City in writing whether it agrees with its assertion of Force Majeure. If the Regional Board agrees that the prevention of performance or anticipated prevention of performance or delay or anticipated delay is attributable to Force Majeure, the City's performance will be excused to such degree as the Regional Board and the City agree, or the time for performance of its obligations under this Consent Judgment that are affected by Force

1 Majeure will be excused to such degree, or extended for such time, as the Regional Board and the
2 City agree is necessary to complete those obligations.

3 **13.4.** If the City and the Regional Board disagree about the existence or effect of Force
4 Majeure, either the City or the Regional Board may petition the Court to resolve the dispute. If
5 either the City or the Regional Board petitions the Court to resolve the Force Majeure dispute, it
6 will neither preclude nor prejudice the Regional Board from bringing a motion to enforce the
7 Consent Judgment as provided in this Consent Judgment, nor will it preclude nor prejudice the
8 City's ability to oppose such a motion. Alternatively, the City may raise Force Majeure as a
9 defense to a motion to enforce. In all instances, the City shall have the burden of proof to
10 demonstrate Force Majeure.

11 **14. ENFORCEMENT AND PENALTIES**

12 **14.1. Procedure**

13 The Regional Board may move this Court to enforce any provision of this Consent
14 Judgment and to award other appropriate relief, including penalties for violations of sections 4
15 through 11 above, by serving and filing a regularly noticed motion in accordance with Code of
16 Civil Procedure section 1005 (Enforcement Motion). The City may file an opposition, and the
17 Regional Board may file a reply, both also in accordance with Code of Civil Procedure section
18 1005. At least ten (10) business days before filing an Enforcement Motion under this Consent
19 Judgment, the Regional Board must meet and confer with the City to attempt to resolve the matter
20 without judicial intervention. To ensure that the "meet and confer" is as productive as possible,
21 the Regional Board will identify, as specifically as the available information allows, the specific
22 instances and dates of non-compliance and the actions that the Regional Board believes the City
23 must take to remedy that non-compliance.

24 **15. PUBLIC COMMENT**

25 The Parties agree and acknowledge that the Regional Board's final approval of this Consent
26 Judgment is subject to the requirements of notice and comment pursuant to federal and state
27 requirements. Section 123.27(d)(2) of Title 40, Code of Federal Regulations, provides that notice
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1 of the proposed settlement be given to the public and that the public shall have at least thirty (30)
2 days after the notice to submit comments on the proposal. The Regional Board will publish notice
3 on the Regional Board website after the Consent Judgment is lodged with the Court. The
4 Regional Board reserves the right to withdraw or withhold its consent, prior to entry of the
5 Consent Judgment, if the comments received disclose information or considerations that indicate
6 that the Consent Judgment is inappropriate, improper, or inadequate. The City agrees not to
7 withdraw from, oppose entry of, or to challenge any provision of this Consent Judgment, unless
8 the Regional Board notifies the City in writing that it no longer supports entry of this Consent
9 Judgment.

10 **16. NOTICE**

11 All submissions and notices required by this Consent Judgment shall be sent to:

12 For the Regional Board:

13 Paula Rasmussen
14 Los Angeles Regional Water Quality Control Board
15 320 West Fourth Street, Suite 200
16 Los Angeles, California 90013

17 Noah Golden-Krasner
18 Deputy Attorney General
19 Office of the Attorney General
20 300 South Spring Street, Ste 1702
21 Los Angeles, California 90013

22 For the City: Sergio Gonzalez, Interim City Manager
23 City of South Pasadena
24 1414 Mission Street
25 South Pasadena, California 91030

26 Richard Adams II, City Attorney
27 City of South Pasadena
28 3777 N. Harbor Boulevard
Fullerton, California 92835

1 Any Party may change its notice name and address by informing the other Party in writing,
2 but no change is effective until it is received. All notices and other communications required or
3 permitted under this Consent Judgment that are properly addressed as provided in this Section are
4 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days
5 following deposit in the United States mail, postage prepaid, if delivered by mail.

6 **17. CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

7 **17.1. Documents**

8 On reasonable notice, the City shall permit any duly authorized representative of the
9 Regional Board to inspect and copy any documents in the City's possession that relate to this
10 Consent Judgment, to determine whether the City is in compliance with the terms of this Consent
11 Judgment. Nothing in this section is intended to require access to or production of any documents
12 that are protected by the attorney-client privilege, attorney work product doctrine or any other
13 applicable privilege afforded to the City under law.

14 **17.2. Facilities**

15 On reasonable notice, the City shall permit any duly authorized representative of the
16 Regional Board to inspect its sewer system facilities including, but not limited to, sewer mains,
17 manholes, Hot Spots, Routine Maintenance areas, and any other City facility involved in this
18 Consent Judgment

19 **18. NECESSITY FOR WRITTEN APPROVALS**

20 All approvals and decisions of the Regional Board under the terms of this Consent
21 Judgment shall be communicated to the City in writing. No oral advice, guidance, suggestions or
22 comments by employees or officials of the Regional Board regarding submissions or notices shall
23 be construed to relieve the City of its obligation to obtain any final written approval required by
24 this Consent Judgment.

25 **19. EFFECT OF JUDGMENT**

26 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment
27 is intended nor shall it be construed to preclude the Regional Board, or any state, county, or local
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1 agency, department, board or entity, or any Certified Unified Program Agency, from exercising
2 its authority under any law, statute or regulation.

3 **20. LIABILITY OF REGIONAL BOARD**

4 The Regional Board shall not be liable for any injury or damage to persons or property
5 resulting from acts or omissions by the City, its directors, officers, employees, agents,
6 representatives or contractors in carrying out activities pursuant to this Consent Judgment, nor
7 shall the Regional Board be held as a party to or guarantor of any contract entered into by the
8 City, its directors, officers, employees, agents, representatives or contractors, in carrying out the
9 requirements of this Consent Judgment.

10 **21. NO WAIVER OF RIGHT TO ENFORCE**

11 The failure of the Regional Board to enforce any provision of this Consent Judgment shall
12 neither be deemed a waiver of such provision nor in any way affect the validity of this Consent
13 Judgment. The failure of the Regional Board to enforce any such provision shall not preclude it
14 from later enforcing the same or any other provision of this Consent Judgment. No oral advice,
15 guidance, suggestions or comments by employees or officials of any Party regarding matters
16 covered in this Consent Judgment shall be construed to relieve any Party of its obligations under
17 this Consent Judgment.

18 **22. FUTURE REGULATORY CHANGES**

19 Nothing in this Consent Judgment shall excuse the City from meeting any more stringent
20 requirements that may be imposed by changes in the applicable law.

21 **23. APPLICATION OF CONSENT JUDGMENT**

22 Upon entry, this Consent Judgment shall apply to and be binding upon the Regional Board
23 and the City, and their employees, agents, successors, and assigns.

24 **24. AUTHORITY TO ENTER CONSENT JUDGMENT**

25 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
26 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party
27 represented and legally to bind that Party.
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25. RETENTION OF JURISDICTION

25.1 The Parties agree that this Court has exclusive jurisdiction to interpret and enforce the Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this Consent Judgment and to address any other matters arising out of or regarding this Consent Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this Consent Judgment, including any Enforcement Motion as contemplated by Sections 4.3, 4.5, 6.7, 6.8, and 7.1, and shall negotiate in good faith in an effort to resolve any dispute without judicial intervention.

25.2 This Consent Judgment shall go into effect immediately upon entry thereof. Entry is authorized by Stipulation of the Parties upon filing.

26. PAYMENT OF LITIGATION EXPENSES AND FEES

The City shall pay its own attorney fees and costs and all other costs of litigation and investigation incurred to date.

27. INTERPRETATION

This Consent Judgment was drafted equally by all Parties. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting Party shall not apply to the interpretation of this Consent Judgment.

28. COUNTERPART AND FACSIMILE SIGNATURES

This Consent Judgment may be executed by the Parties in counterparts, by Portable Document Format (PDF), and facsimiles, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

29. INTEGRATION

This Consent Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in the Consent Judgment.

30. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only by the Court, or upon written consent by the Parties and the approval of the Court.

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31. TERMINATION OF CONSENT JUDGMENT

This Consent Judgment will expire and be of no further effect after the City has completed all work contemplated by Sections 5 and 8, the Regional Board has agreed that such work is complete, and the City has paid all penalties as required by this Consent Judgment.

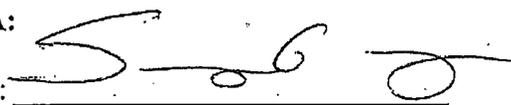
32. FINAL JUDGMENT

Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment by the Court as to the Parties.

SO STIPULATED.

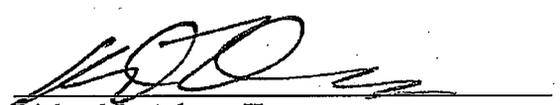
FOR DEFENDANT CITY OF SOUTH PASADENA:

Dated: November 28, 2011

By: 
Sergio Gonzalez
Interim City Manager
City of South Pasadena

APPROVED AS TO FORM:

Dated: November 29, 2011


Richard L. Adams II
Jones & Mayer
Attorneys for Defendant
City of South Pasadena

FOR PLAINTIFF PEOPLE OF THE STATE OF CALIFORNIA EX REL. THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION:

Dated: November 30, 2011

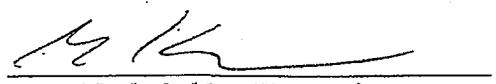
By: 
Samuel L. Unger
Executive Officer
California Regional Water Quality Control
Board, Los Angeles Region

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APPROVED AS TO FORM:

Dated: November 30, 2011.



Noah Golden-Krasner
Deputy Attorney General
Attorney for Plaintiff
Regional Water Quality Control Board,
Los Angeles Region

IT IS HEREBY ORDERED:

Entered this _____ day of _____, 2011.

Judge of the Superior Court of Los Angeles County

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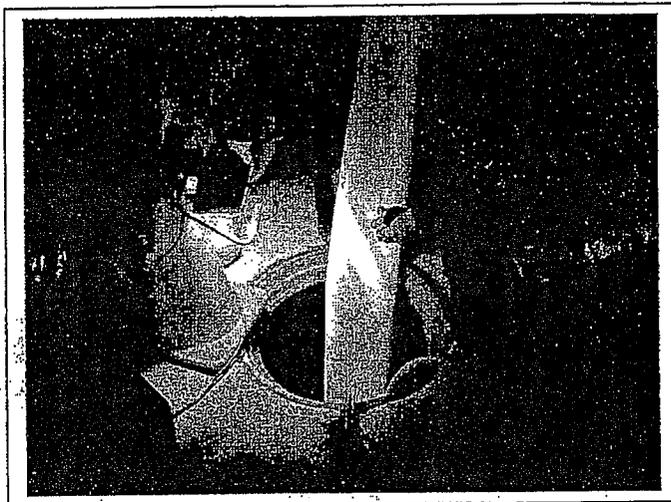
Exhibit A
City of South Pasadena
Sanitary Sewer Overflows entered into CIWQS

EVENT ID	Start Date	SSO Address	SSO City	SSO Vol	SSO Failure Point
647430	1/29/07 12:00 AM	E Huntington Dr and Fair Oaks	South Pasadena	600	Main
650881	5/21/07 8:10 AM	354 Camino del Sol	South Pasadena	5,400	Main
652469	6/19/07 1:58 AM	1800 Fremont Ave	South Pasadena	240	Main
705141	10/12/07 7:00 AM	Fair Oaks Ave. and State Street	South Pasadena	3,360	Main
724279	8/4/08 12:00 AM	1948 Fletcher Avenue	South Pasadena	600	Main
725177	8/24/08 9:15 PM	1035 Arroyo Verde	South Pasadena	2,250	Main
731039	12/22/08 5:45 PM	1129 Garfield Avenue	South Pasadena	7,500	Main
732173	1/18/09 12:00 PM	Arroyo Verde at Marmion Way	South Pasadena	1,500	Main
762438	1/25/09 9:20 AM	Fairview Avenue	South Pasadena	300	Main
735004	3/14/09 7:00 AM	Fair Oaks Ave. and State Street	South Pasadena	18,000	Main
735196	3/18/09 8:30 PM	1709 Meridia Meridian Avenue	South Pasadena	1,500	Main
736533	4/17/09 8:00 PM	324 Camino Del Sol	South Pasadena	200	Main
737165	5/5/09 10:00 PM	1020 Arroyo Verde	South Pasadena	6,000	Main
745368	10/4/09 10:10 AM	1020 Arroyo Verde	South Pasadena	13,500	Main
745593	10/10/09 10:40 AM	1020 Arroyo Verde	South Pasadena	14,000	Main
747704	12/4/09 5:00 PM	809 Bonita Drive	South Pasadena	300	Main

Exhibit A
City of South Pasadena
Sanitary Sewer Overflows entered into CIWQS

EVENT ID	Start Date	SSO Address	SSO City	SSO Vol	SSO Failure Point
747715	12/18/09 10:15 AM	422 Magnolia Street	South Pasadena	2,750	Main
748170	12/31/09 5:30 PM	Fair Oaks Avenue	South Pasadena	10,000	Main
748478	1/18/10 3:30 PM	342 Camino Del Sol	South Pasadena	7,500	Main
752040	4/27/10 2:00 PM	Fair Oaks Avenue	South Pasadena	300	Main
752257	5/9/10 8:15 AM	345 Pasadena Avenue	South Pasadena	1,875	Main
754246	6/30/10 8:30 PM	1600 Meridian Avenue	South Pasadena	4,250	Main
757719	10/13/10 6:30 PM	1701 Meridian Avenue	South Pasadena	300	Main
759022	11/29/10 12:00 PM	602 Indiana Place	South Pasadena	60	Main
759801	12/22/10 9:15 AM	1425 Fair Oaks Avenue	South Pasadena	18,750	Main
760776	1/7/11 12:00 PM	Indiana Place	South Pasadena	5	Main
			Total =	121,040	
			(in gallons)		

**PHASE I
SEWER VIDEO ANALYSIS AND
CONDITION ASSESSMENT**



**PREPARED FOR
CITY OF SOUTH PASADENA**

SUBMITTED BY:

DMR Team, Inc.

**May 4, 2010
Revised August 5, 2010**

INTRODUCTION

As part of the City's effort to identify Citywide sewer system structural deficiencies, Phase I sewer video inspection of a 4 year inspection assessment and repair program has been completed. This report summarizes the results of the review and analysis of the video inspection, as well as the estimated cost of improvements for sewer lines that require attention. Based on the results of the Phases 1 assessment, an estimate of the repair cost is projected for the city's entire system.

RANKING CONSIDERATIONS

The sewer lines that were video inspected have been categorized into four groups of "A", "B", "C", & "D" depending on the condition of the lines within each reach.

Group "A" represents a no deficiency condition and Group "D" represents a high priority repair condition. Factors that were considered in rating a reach included root intrusion, joint separation, cracks and sags, along with the frequency of occurrence and their severity.

Local problems that require spot repair have been evaluated under a separate grouping.

CONDITION ASSESSMENT

The rating of the condition of the sewer mains are tabulated in Table 1. The reaches are identified as referenced in the sewer video inspection from manhole to manhole and in the same sequence.

In cases where there is a local condition that is significantly different than the condition of the main, the reach has been rated without taking the local problem into account. Local problems have been evaluated as a separate category, and prioritized according to the urgency of the required repair (see Table 2).

SEWER MAIN RANKING CLASSIFICATIONS

Group "A" represents sewer mains in optimal pipe condition that did not reflect an issue needing action.

Group "B" represents sewer mains that do not have a structural deficiency. The mains in this group do not require immediate attention, nor is it anticipated that they would need to be repaired within the next 15 years.

Group "C" represents sewer mains that display minor structural deficiencies such as minor cracks, and require attention within the next 10 years.

Group "D" represents sewer mains that exhibit more serious structural deficiencies such as multiple cracks and fractures, and in general need to be repaired within the first 5 years of the program.

SPOT REPAIR RANKING CLASSIFICATIONS

Spot repairs have been categorized as Group I, II, III & IV depending on the severity of the required repair. Group I represents the most severe conditions, and Group IV the least. Spot repair conditions have been classified as follows:

<u>GROUP</u>	<u>DEFICIENCY</u>
I	Fractures, holes, missing pipe
II	Joint displacement, multiple cracks, sags
III	Hair line cracks
IV	Root intrusion at lateral

RECOMMENDED REPAIR AND RECONNAISSANCE PROGRAM

The program is recommended to have 2 distinct components of repair and reconnaissance. A 20 year period is envisioned to complete the first cycle of the program, with major repairs completed in the first 10 years, minor repairs between 11th and 15th year, and re-inspection of mains that are not currently subject to any repair work due to their good condition in the last 5 years.

Considering that Group "D" of the sewer mains and Group "I" of the sewer spot repairs represent the worst conditions in the system, they have been classified as priority 1 in the program,

Sewer mains with Group "C" classification that exhibited minor structural deficiencies, and Group II of the spot repair have been classified as priority 2 in the program.

Group III of the Sewer priority spot repair that deals with less serious and non structural deficiencies has been classified as priority 3.

Video inspection and analysis of sewer mains with conditions "A" & "B", along with the Group IV of the spot repairs have been classified as priority 4.

INFORMATION TABLES

Table "A" shows the condition of the mains sorted alphabetically. Table "B" shows the condition of the spot repairs sorted alphabetically. Table "C" ranks the condition of the mains from worst to best, and Table "D" ranks the condition of the spot repairs from worst to best.

Table "E" identifies the DVD number, location, manhole #s, lengths of repair, number of laterals, condition assessment and implementation phasing order, as well as estimated repair costs.

ESTIMATED PHASE 1 REPAIR COST

The following table reflects the summary of the review of Phases 1 & 2 Sewer Video Inspection, with repair description and respective priority and estimated cost. The repair cost has been estimated based on unit prices of \$180/LF for removal and replacement of mains, and \$4,000 per each lateral repair.

Priority	Completion Years	Repair Description	Required Cost
1	1-5	Group "D" mains, and Group I of spot repairs	\$ 630,000
2	6-10	Group "C" mains, and Group II spot repairs	\$1,104,000
3	11-15	Group III spot repairs	\$ 346,000
4	16-20	Group "A" & "B" mains and Group IV spot repairs	\$ 309,000
TOTAL			\$ 2,389,000

ESTIMATED REPAIR COSTS FOR THE ENTIRE SEWER SYSTEM

Phase 1 encompasses roughly 25% of the entire City's sewer system.

Assuming that Phase 1 deficiencies and costs are representative of the entire system, a 20 year repair program would require the repair cost as shown below

Priority	Completion Years	Repair Description	Cost
1	1-5	Group "D" mains, and Group I of spot repairs	\$2,520,000
2	6-10	Group "C" mains, and Group II spot repairs	\$4,416,000
3	11-15	Group III spot repairs	\$1,384,000
4	16-20	Group "A" and "B" mains and Group IV spot repairs	\$1,236,000
TOTAL			\$9,556,000

The estimated repair cost shown above will be re-assessed as the results of the remaining phases' video analyses becomes available.

20 YEAR PROGRAM BUDGET

Based on the estimated improvements costs for the entire City's sewer deficiency upgrade and addition of soft costs and video inspection, a total preliminary annual budget of \$760,000 would be required:

<u>REQUIRED WORK DESCRIPTION</u>	<u>COST</u>
Estimated Construction Cost	\$ 9,560,000
Soft Cost (design, inspection, CM)	\$ 2,500,000
Video Inspection	\$ 400,000
Sub Total	\$ 12,460,000
10% Contingency	\$ 1,240,000
Total Cost	\$13,706,000 over a 20 year period
	\$685,000 annually

TABLE A
PHASE I
SEWER MAIN CONDITION (ALPHABETICAL ORDER OF STREET NAME)

Location	Limits	Condition	DVD No.
Avon Place	Mission - Oakley	B*	2
Bank Street	Fremont - Fair Oaks	B*	8
Bank Street	Marengo - Fair Oaks	B*	4
Bank Street Easement	Fremont - Diamond	B*	8
Beech Street	Fremont - Mid Pt.	B*	7
Brent Avenue	Grevelia - Monterey Road	A*	1
Brent Avenue	Grevelia - Viola	B	8
Brent Avenue	Hope - Monterey	B*	3
Brent Avenue	Monterey - Oxley	A*	5
Crestlake	Entire Roadway	A	7
Diamond Avenue	Bank - Oak	B*	3
Diamond Avenue	Monterey - Bank	B*	8
Diamond Avenue	Oak - Pine	B*	5
Donaldo Circle	Entire Roadway	B*	8
Easement	Fremont - Empress	A	7
Edison Lane	Mission - Oxley	B*	5
Edison Lane	Oxley - Monterey	B*	6
Edison Lane	Oxley - Monterey		7
El Centro	Fairview - Fremont	A*	4
El Centro Street	Fair Oaks - Fremont	A	6
Elm Park	Entire Roadway	C	4
Empress Avenue	Entire Roadway	C	4
Fair Oaks Avenue	E. Side, Lyndon - Bank	B*	6
Fair Oaks Avenue	Freeway - Mission	A	5
Fair Oaks Avenue	Lyndon - Rollin	A*	8
Fair Oaks Avenue	Oak Street - Alhambra Road	B*	7
Fair Oaks Avenue	Oak Street - Huntington	A	6
Fair Oaks Avenue	Rollin - Oak Street	B*	8
Fairview Avenue	El Centro - Monterey	B*	3
Fairview Avenue	Freeway - Mission	B	2
Fairview Avenue	Mission - El Centro	A	4
Fremont Alley	Fremont - midway	B*	6
Fremont Alley	Mid Pt - Maple Street	A	7
Fremont Avenue	Beach - Alhambra	B*	8
Fremont Avenue	Beach - Maple	A	7
Fremont Avenue	Huntington - Maple Street	A*	6
Fremont Avenue	Magnolia - Mission	B*	2
Fremont Avenue	Mission - Oxley	B*	6
Fremont Avenue	Monterey - Bank Street	A	8
Fremont Avenue	Oxley - Monterey	B*	7
Fremont Avenue	Rollin - Spruce	C*	4
Garfield Avenue	Freeway - Stratford	A	8
Grevelia Street	Fairview - Mound	A	8

* Denotes spot repair required

TABLE A
PHASE I
SEWER MAIN CONDITION (ALPHABETICAL ORDER OF STREET NAME)

Location	Limits	Condition	DVD No.
Hermosa Place	Cul de Sac - Grand	B *	C.O. 2
Highland Street	Meriden - Fairview	B	C.O. 2
Hope Circle	Entire Roadway	A	8
Hope Street	Fair Oaks - Park Avenue	A *	1
Hope Street	Meridian - Fair Oaks	A *	2
Huntington Drive	E. Side, Maple - Alhambra Road	B *	7
Huntington Drive	N Side - Fair Oaks - Marengo	B *	8
Huntington Drive	N. Side - Fremont - Fair Oaks	C	6
Huntington Drive	Ramona - Fremont	B *	5
Huntington Drive	S. Side Fremont - Fair Oaks	B *	7
Huntington Drive	S. Side Fremont - Marengo	B *	7
Huntington Drive	Westside - Pine Street - Alhambra Road	B *	7
Laurel Street	Marengo Avenue to Fair Oaks	B*	6
Lyndon Alley	Diamond - Fremont	A	5
Lyndon Alley	Lyndon Street - Monterey	A	3
Lyndon Street	Fremont - Fair Oaks	B *	8
Lyndon Street	Fair Oaks - Marengo	B *	6
Magnolia Street	Fairview - Freemont	A *	1
Magnolia Street	Mound - Meridian	A *	2
Marengo Avenue	Bank - Huntington	D	5
Marengo Avenue	Mission - Monterey	D	3
Marengo Avenue	Spruce -Huntington	B *	8
Meridian Avenue	Freeway - Mission	C	1
Meridian Avenue	Oak - Maple	C	C.O. 2
Milan Avenue	Garfield - Mission	B	1
Milan Avenue	Mission - Oxley	B	3
Mill Road	Garfield - End	B	1
Mission Alley	Hope - Mission	B	8
Mission Street	Brent - Mound	A	3
Mission Street	Brent - Park	B	8
Mission Street	Fair Oaks - Alley W. of Fair Oaks	B	8
Mission Street	Fair Oaks - Ramona	A	4
Mission Street	Meridian - Fair Oaks	B *	2
Mission Street	Milan -Stratford	A	2
Monterey Road	Fair Oaks - Marengo	B *	5
Monterey Road	Fairview - Fair Oaks	B *	3
Monterey Road	Milan - Marengo	B *	2
Monterey Road	Milan Avenue - Easement	B *	8
Monterey Road	W. Alley - Fair Oaks	B *	7
Monterey West	Meridian - Indian	B *	C.O. 2
Monterey West	Orange Grove - Pasadena	B *	C.O. 2

* Denotes spot repair required

TABLE A
PHASE I

SEWER MAIN CONDITION (ALPHABETICAL ORDER OF STREET NAME)

Location	Limits	Condition	DVD No.
Mound Alley	Oxley - Monterey	B	7
Mound Avenue	Freeway - Mission	A*	2
Mound Avenue	Hope - Mission	B*	8
Oak Street	Across Fair Oaks	B*	8
Oak Street	Diamond Avenue N and S	B*	5
Oak Street	Fremont - Fair Oaks	B*	6
Oak Street	Marengo - Fair Oaks	B*	4
Oneonta Knoll	Entire Roadway	D	4
Oxley Street	Brent - Marengo	B	1
Oxley Street	Diamond Ave - Mound Ave	B*	3
Oxley Street	Stratford - Milan	B*	3
Park Avenue	Garfield - Hope	D	1
Park Avenue	Hope - Oxley	C*	1
Pasadena Avenue	Hawthorne - Sycamore	B	C.O. 2
Pine Street	Meriden - Ramona	B*	5
Pinecrest Drive	Entire Roadway	B*	C.O. 2
Ramona Avenue	Rollin - Huntington	C	4
Raymond Lane	Monterey - Mission	C*	4
Rollin Street	Fremont - Fair Oaks	C*	6
Rollin Street	Marengo - Fair Oaks	B*	3
Spruce Street	Fremont to Fair Oaks	B*	6
Spruce Street	Ramona - Fremont	B	5
Spruce Street	Rollin - West	C	4
State Street	Easterly Part - Across Fair Oaks	A	C.O.1
State Street Easement	Fair Oaks - Fremont	D	C.O.1
Stratford Avenue	Grevelia - Mission	A*	1
Stratford Avenue	Mission - Monterey	C	2
Virginia Place	Mission - Monterey	A	3
Windsor Place	Oxley - Monterey	B*	7

* Denotes spot repair required

TABLE B
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)

LOCATION	MANHOLE NOS.	PRIORITY	DVD NO.
Bank Street	12G-89C	II	8
Bank Street	12G-89C	IV	8
Bank Street	51C-53C	II	4
Bank Street	51D-51C	I	4
Bank Street	89C-47C	I	8
Bank Street Easement	84F-89A	I	8
Bank Street Easement	89B-12G	II	8
Beech Street	39D-141G	III	7
Beech Street	39D-141G	IV	7
Brent Avenue	13A-52H	III	5
Brent Avenue	52E-52F	II	3
Brent Avenue	52F-52D	III	3
Brent Avenue	52F-52G	II	3
Brent Avenue	52G-52H	III	3
Diamond Avenue	84D-84E	II	8
Diamond Avenue	84E-84F	II	8
Diamond Avenue	85B-85A	II	3
Diamond Avenue	85D-85C	II	3
Diamond Avenue	85D-85C	IV	3
Diamond Avenue	85D-85E	III	3
Diamond Avenue	85D-85E	IV	3
Diamond Avenue	85E-85F	III	5
Diamond Avenue	85E-85F	IV	5
Diamond Avenue	85F-95B	II	5
Diamond Avenue	85F-95B	IV	5
Donaldo Circle	13C-134F	IV	8
Edison Lane	76F-78A	III	5
Edison Lane	78B-86E	I	5
El Centro Street	85D-85C	II	4
Fair Oaks Avenue	29A-29B	I	5
Fair Oaks Avenue	45B-45A	II	5
Fair Oaks Avenue	45B-45C	II	5
Fair Oaks Avenue	45D-45E	III	7
Fair Oaks Avenue	46C-29A	I	5
Fair Oaks Avenue	47A-47B	II	7
Fair Oaks Avenue	47B-47C	III	8
Fair Oaks Avenue	47C-47D	II	8
Fair Oaks Avenue	47D-92C	IV	8
Fair Oaks Avenue	48C-48D	I	7
Fair Oaks Avenue	48C-48D	II	5
Fair Oaks Avenue	48C-48D	IV	7
Fairview Avenue	69C-64B	III	2
Fairview Avenue	83D-65B	II	3
Fairview Avenue	83D-65B	IV	3
Fairview Avenue	86A-65C	II	3
Freemont Avenue Alley	39C-39D	II	6
Fremont Avenue	39C-39D	III	6
Fremont Avenue	39F-39G	IV	8
Fremont Avenue	39G-39H	II	8
Fremont Avenue	59F-59G	IV	2
Fremont Avenue	62B-62A	II	4

TABLE B
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)

LOCATION	MANHOLE NOS.	PRIORITY	DVD NO.
Fremont Avenue	62C-62B	II	4
Fremont Avenue	62C-62D	II	4
Fremont Avenue	62D-62E	I	7
Fremont Avenue	62D-62E	IV	7
Fremont Avenue	63D-60B	IV	5
Fremont Avenue	69C-76D	I	2
Fremont Avenue	86C-60C	I	7
Grevelia Street	144B-144C	III	1
Grevelia Street	59H-67B	IV	8
Grevelia Street	71D-67A	III	1
Hardison Place	133B-133A	II	8
Hermosa Place	115A-115B	III	C.O.2
Hermosa Place	115C-115C	II	C.O.2
Hermosa Place	149B-115A	III	C.O.2
Hermosa Place	149B-149A	II	C.O.2
Hope Street	55C-55D		1
Hope Street	69B-69A	II	2
Hope Street	69C-59G	II	2
Huntington Drive	29B-62E	I	6
Huntington Drive	29D-29C	II	7
Huntington Drive	29D-29C	IV	7
Huntington Drive	29D-39A	II	7
Huntington Drive	29F-29E	II	7
Huntington Drive	29F-31A	I	7
Huntington Drive	29H-29J	II	8
Huntington Drive	29H-29J	IV	8
Huntington Drive	29J-32C	II	8
Huntington Drive	30B-30A	II	7
Huntington Drive	30B-30A	IV	7
Huntington Drive	30C-30B	I	7
Huntington Drive	30C-30D	III	7
Huntington Drive	30D-30E	II	7
Huntington Drive	30J-30H	I	7
Huntington Drive	30J-30K	I	7
Huntington Drive	30J-30K	IV	7
Huntington Drive	30K-30L	I	7
Huntington Drive	95C-95D	II	5
Huntington Drive	95C-95D	IV	5
Laurel Street	46E-46D	II	5
Laurel Street	46E-46D	IV	5
Laurel Street	49A-49B	IV	6
Laurel Street	49B-32A	II	6
Lyndon Street	47B-88C	II	8
Lyndon Street	47B-88C	IV	8
Lyndon Street	51A-51B	IV	5
Magnolia Street	57G-70A	I	2
Magnolia Street	68B-59F	II	1
Marengo Avenue	32C-32B	IV	8
Marengo Avenue	33A-13E	IV	5
Marengo Avenue	33B-33A	III	5
Marengo Avenue	33B-33A	IV	5

TABLE B
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)

LOCATION	MANHOLE NOS.	PRIORITY	DVD NO.
Marengo Avenue	33C-33D	II	5
Marengo Avenue	33C-33D	IV	5
Marengo Avenue	33E-33C	I	5
Marengo Avenue	34B-34C	II	3
Marengo Avenue	34C-13D	I	3
Marengo Avenue	35D-50C	I	5
Marengo Avenue	35D-50C	IV	5
Marengo Avenue	50C-32A	II	5
Marengo Avenue	50C-32A	IV	5
Milan Avenue	11D-9B	IV	3
Milan Avenue	1C-7C	III	2
Mission Street	52E-54C	I	3
Mission Street	54E-54D	IV	8
Mission Street	76B-76A	I	2
Mission Street	76D-76E	III	2
Monterey Road	136-13F	II	2
Monterey Road	136-14E	IV	2
Monterey Road	13A-13B	IV	5
Monterey Road	13C-13D	I	5
Monterey Road	13C-13D	IV	5
Monterey Road	13G-13H	IV	8
Monterey Road	86A-86B	II	3
Monterey Road	86B-86C	II	3
Monterey Road	86C-86D	II	3
Monterey Road	86D-86E	II	3
Monterey Road	86E-47A	III	7
Monterey Road East	12B-12C	III	C.O.2
Monterey Road East	12C-12D	I	C.O.2
Monterey Road West	105B-131A	I	C.O.2
Monterey Road West	105C-105D	I	C.O.2
Monterey Road West	105E-105F	II	C.O.2
Monterey Road West	87B-166G	I	C.O.2
Monterey Road West	87E-84C	I	C.O.2
Monterey Road West	97E-87A	II	C.O.2
Mound Alley	86D-79B	IV	7
Mound Avenue	57G-57F	III	2
Mound Avenue	57G-57H	I	2
Mound Avenue	57H-76E	I	8
Oak Street	50B-50A	II	4
Oak Street	50B-50A	IV	4
Oak Street	50B-50C	III	4
Oak Street	85E-92E	IV	5
Oak Street	92B-92A	IV	6
Oak Street	92B-92C	II	6
Oak Street	92C-45C	II	8
Oxley Street	11E-10A	III	3
Oxley Street	83B-83C	IV	3
Oxley Street	83C-83D	II	3
Oxley Street	83D-78B	II	3
Park Avenue	55C-11G	II	1
Park Avenue	55D-55E	II	1

TABLE B
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)

LOCATION	MANHOLE NOS.	PRIORITY	DVD NO.
Pasadena Avenue	132D-132E	II	C.O.2
Pasadena Avenue	132E-132F	I	C.O.2
Pasadena Avenue	132F-118K	I	C.O.2
Pasadena Avenue	132F-132G	I	C.O.2
Pasadena Avenue	132G-132D	I	C.O.2
Pinecrest Drive	120A-121A	1	C.O.2
Pinecrest Drive	120A-121D	I	C.O.2
Rollin Street	50E-35D	II	3
Rollin Street	50E-35D	IV	3
Rollin Street	85B-90C	II	3
Rollin Street	85B-90C	II	3
Rollin Street	90B-47D	II	6
Rollin Street	90B-47D	IV	6
Rollin Street	90B-90A	I	6
Spruce Street	32B-49D	II	6
Stratford Avenue	10A-13F	II	2
Stratford Avenue	6C-6D	II	1
Stratford Avenue	6D-6E	III	1
Stratford Avenue	6E-7B	I	1
Stratford Avenue	7A-10A	II	2
Windsor Place	86B-79A	II	7

**TABLE C
PHASE I
SEWER MAIN CONDITION (WORST TO BEST)**

Location	Limits	Condition
Marengo Avenue	Bank - Huntington	D
Marengo Avenue	Mission - Monterey	D
Oneonta Knoll	Entire Roadway	D
Park Avenue	Garfield - Hope	D
State Street Easement	Fair Oaks - Fremont	D
Fremont Avenue	Rollin - Spruce	C *
Elm Park Avenue	Entire Roadway	C
Empress Avenue	Entire Roadway	C
Huntington Drive	N. Side - Fremont - Fair Oaks	C
Meridian Avenue	Freeway - Mission	C
Meridian Avenue	Oak - Maple	C
Park Avenue	Hope - Oxley	C *
Ramona Avenue	Rollin - Huntington	C
Raymond Lane	Monterey - Mission	C *
Rollin Street	Fremont - Fair Oaks	C *
Spruce Street	Rollin - West	C
Stratford Avenue	Mission - Monterey	C
Avon Place	Mission - Oakley	B *
Bank Street	Fremont - Fair Oaks	B *
Bank Street	Marengo - Fair Oaks	B *
Bank Street Easement	Fremont - Diamond	B *
Beech Street	Fremont - Mid Pt.	B *
Brent Avenue	Hope - Monterey	B *
Brent Avenue	Grevelia - Viola	B
Diamond Avenue	Bank - Oak	B *
Diamond Avenue	Monterey - Bank	B *
Diamond Avenue	Oak - Pine	B *
Donaldo Circle	Entire Roadway	B *
Edison Lane	Oxley - Monterey	B *
Edison Lane	Mission - Oxley	B *
Edison Lane	Oxley - Monterey	B *
Fair Oaks Avenue	E. Side, Lyndon - Bank	B *
Fair Oaks Avenue	Oak Street - Alhambra Road	B *
Fair Oaks Avenue	Rollin - Oak Street	B *
Fairview Avenue	El Centro - Monterey	B *
Fairview Avenue	Freeway - Mission	B
Fremont Alley	Fremont - midway	B *
Fremont Avenue	Beach - Alhambra	B *
Fremont Avenue	Magnolia - Mission	B *
Fremont Avenue	Mission - Oxley	B *
Fremont Avenue	Oxley - Monterey	B *
Hermosa Place	Cul de Sac - Grand	B *
Highland Avenue	Meridian - Fairview	B

* Denotes spot repair required

**TABLE C
PHASE I
SEWER MAIN CONDITION (WORST TO BEST)**

Location	Limits	Condition
Huntington Drive	E. Side, Maple - Alhambra Road	B *
Huntington Drive	N Side - Fair Oaks - Marengo	B *
Huntington Drive	Ramona - Fremont	B *
Huntington Drive	S. Side Fremont - Fair Oaks	B *
Huntington Drive	S. Side Fremont - Marengo	B *
Huntington Drive	Westside - Pine Street - Alhambra Road	B *
Laurel Street	Marengo Avenue - Fair Oaks	B*
Lyndon Street	Fremont - Fair Oaks	B *
Lyndon Street	Fair Oaks - Marengo	B *
Marengo Avenue	Spruce -Huntington	B *
Milan Avenue	Garfield - Mission	B
Milan Avenue	Mission - Oxley	B
Mill Road	Garfield - End	B
Mission Alley	Hope - Mission	B
Mission Street	Meridian - Fair Oaks	B *
Mission Street	Brent - Park	B
Mission Street	Fair Oaks - Alley W. of Fair Oaks	B
Monterey Road	Fair Oaks - Marengo	B *
Monterey Road	Fairview - Fair Oaks	B *
Monterey Road	Milan - Marengo	B *
Monterey Road	Milan Avenue - Easement	B *
Monterey Road	W. Alley - Fair Oaks	B *
Monterey Road West	Meridian - Indian	B *
Monterey Road West	Orange Grove - Pasadena	B *
Mound Alley	Oxley - Monterey	B
Mound Avenue	Hope - Mission	B *
Oak Street	Across Fair Oaks	B *
Oak Street	Diamond	B *
Oak Street	Fremont - Fair Oaks	B *
Oak Street	Marengo - Fair Oaks	B *
Oxley Street	Diamond Ave - Mound Ave	B *
Oxley Street	Stratford - Milan	B *
Oxley Street *	Brent - Marengo	B
Pasadena Avenue	Hawthorne - Sycamore	B
Pine Street	Meridian - Ramona	B *
Pinecrest Drive	Entire Roadway	B *
Rollin Street	Marengo - Fair Oaks	B *
Spruce Street	Fremont - Fair Oaks	B*
Spruce Street	Ramona - Fremont	B
Windsor Place	Oxley - Monterey	B *
Brent Avenue	Grevelia - Monterey Road	A *

* Denotes spot repair required

**TABLE C
PHASE I
SEWER MAIN CONDITION (WORST TO BEST)**

Location	Limits	Condition
Brent Avenue	Monterey - Northerly Terminus	A *
Crestlake Avenue	Entire Roadway	A
Easement	Fremont - Empress	A
El Centro Street	Fairview - Fremont	A *
El Centro Street	Fair Oaks - Fremont	A
Fair Oaks Avenue	Lyndon - Rollin	A *
Fair Oaks Avenue	Freeway - Mission	A
Fair Oaks Avenue	Oak Street - Huntington	A
Fairview Avenue	Mission - El Centro	A
Fremont Alley	Mid Pt - Maple Street	A
Fremont Avenue	Huntington - Maple Street	A *
Fremont Avenue	Beach - Maple	A
Fremont Avenue	Monterey - Bank Street	A
Garfield Street	Freeway - Stratford	A
Grevelia Street	Fairview - Mound	A
Hope Circle	Entire Roadway	A
Hope Street	Fair Oaks - Park Avenue	A *
Hope Street	Meridian - Fair Oaks	A *
Lyndon Alley	Diamond - Fremont	A
Lyndon Alley	Lyndon - Monterey	A
Magnolia Street	Fairview - Fremont	A *
Magnolia Street	Mound - Meridian	A *
Mission Street	Brent - Mound	A
Mission Street	Fair Oaks - Ramona	A
Mission Street	Milan - Stratford	A
Mound Avenue	Freeway - Mission	A *
State Street	Easterly Part - Across Fair Oaks	A
Stratford Avenue	Grevelia - Mission	A *
Virginia Place	Mission - Monterey	A

* Denotes spot repair required

TABLE D
PHASE I
SPOT REPAIR CONDITION (WORST TO BEST)

LOCATION	MANHOLE NOS.	PRIORITY
Bank Street	51D-51C	I
Bank Street	89C-47C	I
Bank Street Easement	84F-89A	I
Edison Lane	78B-86E	I
Fair Oaks Avenue	29A-29B	I
Fair Oaks Avenue	46C-29A	I
Fair Oaks Avenue	48C-48D	I
Fremont Avenue	62D-62E	I
Fremont Avenue	69C-76D	I
Fremont Avenue	86C-60C	I
Huntington Drive	29B-62E	I
Huntington Drive	29F-31A	I
Huntington Drive	30C-30B	I
Huntington Drive	30J-30H	I
Huntington Drive	30J-30K	I
Huntington Drive	30K-30L	I
Magnolia Street	57G-70A	I
Marengo Avenue	33E-33C	I
Marengo Avenue	34C-13D	I
Marengo Avenue	35D-50C	I
Mission Street	52E-54C	I
Mission Street	76B-76A	I
Monterey Road	13C-13D	I
Monterey Road East	12C-12D	I
Monterey Road West	105B-131A	I
Monterey Road West	105C-105D	I
Monterey Road West	87B-166G	I
Monterey Road West	87E-84C	I
Mound Avenue	57G-57H	I
Mound Avenue	57H-76E	I
Pasadena Avenue	132E-132F	I
Pasadena Avenue	132F-118K	I
Pasadena Avenue	132F-132G	I
Pasadena Avenue	132G-132D	I
Pinecrest Drive	120A-121A	I
Pinecrest Drive	120A-121D	I
Rollin Street	90B-90A	I
Stratford Avenue	6E-7B	I
Bank Street	12G-89C	II
Bank Street	51C-53C	II
Bank Street Easement	89B-12G	II
Brent Avenue	52E-52F	II
Brent Avenue	52F-52G	II
Diamond Avenue	84D-84E	II
Diamond Avenue	84E-84F	II
Diamond Avenue	85B-85A	II
Diamond Avenue	85D-85C	II
Diamond Avenue	85F-95B	II
El Centro Street		II
Fair Oaks Avenue	45B-45A	II

TABLE D
PHASE I
SPOT REPAIR CONDITION (WORST TO BEST)

LOCATION	MANHOLE NOS.	PRIORITY
Fair Oaks Avenue	45B-45C	II
Fair Oaks Avenue	47A-47B	II
Fair Oaks Avenue	47C-47D	II
Fair Oaks Avenue	48C-48D	II
Fairview Avenue	83D-65B	II
Fairview Avenue	86A-65C	II
Fremont Alley		II
Fremont Avenue	39G-39H	II
Fremont Avenue	62B-62A	II
Fremont Avenue	62C-62B	II
Fremont Avenue	62C-62D	II
Hardison Place	133B-133A	II
Hermosa Place	115C-115C	II
Hermosa Place	149B-149A	II
Hope Street	69B-69A	II
Hope Street	69C-59G	II
Huntington Drive	29D29C	II
Huntington Drive	29D-39A	II
Huntington Drive	29F-29E	II
Huntington Drive	29H-29J	II
Huntington Drive	29J-32C	II
Huntington Drive	30B-30A	II
Huntington Drive	30D-30E	II
Huntington Drive	95C-95D	II
Laurel Street	46E-46D	II
Laurel Street	49B-32A	II
Lyndon Street	47B-88C	II
Marengo Avenue	33C-33D	II
Marengo Avenue	34B-34C	II
Marengo Avenue	50C-32A	II
Monterey Road	136-13F	II
Monterey Road	86A-86B	II
Monterey Road	86B-86C	II
Monterey Road	86C-86D	II
Monterey Road	86D-86E	II
Monterey Road West	105E-105F	II
Monterey Road West	97E-87A	II
Oak Street	50B-50A	II
Oak Street	92B-92C	II
Oak Street	92C-45C	II
Oxley Street	83C-83D	II
Oxley Street	83D-78B	II
Park Avenue	55C-11G	II
Park Avenue	55D-55E	II
Pasadena Avenue	132D-132E	II
Rollin Street	50E-35D	II
Rollin Street	85B-90C	II
Rollin Street	85B-90C	II
Rollin Street	90B-47D	II
Spruce Street	32B-49D	II

TABLE D
PHASE I
SPOT REPAIR CONDITION (WORST TO BEST)

LOCATION	MANHOLE NOS.	PRIORITY
Stratford Avenue	10A-13F	II
Stratford Avenue	68B-59F	II
Stratford Avenue	6C-6D	II
Stratford Avenue	7A-10A	II
Windsor Place	86B-79A	II
Beech Street	39D-141G	III
Brent Avenue	13A-52H	III
Brent Avenue	52F-52D	III
Brent Avenue	52G-52H	III
Diamond Avenue	85D-85E	III
Diamond Avenue	85E-85F	III
Edison Lane	76F-78A	III
Fair Oaks Avenue	45D-45E	III
Fair Oaks Avenue	47B-47C	III
Fairview Avenue	69C-64B	III
Fremont Avenue	39C-39D	III
Grevelia Street	144B-144C	III
Grevelia Street	71D-67A	III
Hermosa Place	115A-115B	III
Hermosa Place	149B-115A	III
Huntington Drive	30C-30D	III
Marengo Avenue	33B-33A	III
Milan Avenue	1C-7C	III
Mission Street	76D-76E	III
Monterey Road	86E-47A	III
Monterey Road East	12B-12C	III
Mound Avenue	57G-57F	III
Oak Street	50B-50C	III
Oxley Street	11E-10A	III
Stratford Avenue	6D-6E	III
Bank Street	12G-89C	IV
Beech Street	39D-141G	IV
Diamond Avenue	85D-85E	IV
Diamond Avenue	85D-85C	IV
Diamond Avenue	85E-85F	IV
Diamond Avenue	85F-95B	IV
Donaldo Circle	13C-134F	IV
Fair Oaks Avenue	47D-92C	IV
Fair Oaks Avenue	48C-48D	IV
Fairview Avenue	83D-65B	IV
Fremont Avenue	39F-39G	IV
Fremont Avenue	59F-59G	IV
Fremont Avenue	62D-62E	IV
Fremont Avenue	63D-60B	IV
Grevelia Street	59H-67B	IV
Hope Street	55C-55D	IV
Huntington Drive	29D-29C	IV
Huntington Drive	29H-29J	IV
Huntington Drive	30B-30A	IV
Huntington Drive	30J-30K	IV

TABLE D
PHASE I
SPOT REPAIR CONDITION (WORST TO BEST)

LOCATION	MANHOLE NOS.	PRIORITY
Huntington Drive	95C-95D	IV
Laurel Street	46E-46D	IV
Laurel Street	49A-49B	IV
Lyndon Street	47B-88C	IV
Lyndon Street	51A-51B	IV
Marengo Avenue	32C-32B	IV
Marengo Avenue	33A-13E	IV
Marengo Avenue	33B-33A	IV
Marengo Avenue	33C-33D	IV
Marengo Avenue	35D-50C	IV
Marengo Avenue	50C-32A	IV
Milan Avenue	11D-9B	IV
Mission Street	54E-54D	IV
Monterey Road	136-14E	IV
Monterey Road	13A-13B	IV
Monterey Road	13C-13D	IV
Monterey Road	13G-13H	IV
Mound Alley	86D-79B	IV
Oak Street	50B-50A	IV
Oak Street	85E-92E	IV
Oak Street	92B-92A	IV
Oxley Street	83B-83C	IV
Rollin Street	50E-35D	IV
Rollin Street	90B-47D	IV

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**TABLE E
PHASE I
ESTIMATED COST OF SEWER REPAIRS**

DVD NO.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
1	Grevelia	144B-144C	75				17	
		71D-67A						
	Park Avenue	55D-55E	75			17		
		55C-11G				6		
	Stratford Avenue	6C-6D	25					6
		6D-6E	25					
		6E-7B	75		17			
	Magnolia Street	68B-59F	25			6		
Meridian Avenue	71D-71C	125					34	
	71C-71B							
	71B-71A							
2	Milan Avenue	1C-7C	75				17	
	Stratford Avenue	7A-10A	125			26		
		10A-13F	150			34		
	Mission Street	76B-76A	25		6			
		76D-76E	25				6	
	Mound Avenue	57G-57F		1				4
		57G-57H	75		17			
	Magnolia Street	57G-70A	50		12			
	Hope Street	69B-69A	50				12	
		69C-59G						
	Fairview	69C-64B	25				6	
Fremont	69C-76D	100		23				
	59F-59G		1				4	
Monterey Road	136-13F	75				17		
	136-14E		1				4	
3	Oxley Street	11E-10A	25				6	
		83B-83C		1				4
	Milan Avenue	11D-9B		4				16
	Brent Avenue	52E-52F	25				6	
		52F-52G	25				6	
		52G-52H	50					12
52F-52D		50					12	

TABLE E
PHASE I
ESTIMATED COST OF SEWER REPAIRS

DVD NO.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
3	Meridian Avenue	71B-71A	25				6	
			3					12
	Marengo	34B-34C	25				6	
			34C-13D	25		6		
	Mission Street	52E-54C	25			6		
	Rollin Street	50E-35D	75				17	
				1				4
	Oxley Street	83C-83D	50				11	
			83D-78B	25			6	
	Fairview Avenue	83D-65B	25			6		
				2				8
	Monterey Road	86A-86B	50				12	
			86B-86C	25			6	
			86C-86D	75				17
			86D-86E	100				23
	Fairview Avenue	86A-65C	25				6	
Diamond Avenue	85B-85A	25				6		
		85D-85E	50				12	
			4				16	
Rollin Street	85B-90C	25				6		
				1			4	
Diamond Avenue	85D-85C			4			16	
4	El Centro Street		50			12		
	Bank Street	51D-51C	75		17			
		51C-53C	100			23		
	Oak Street	50B-50A	25		6			
				2			8	
		50B-50C	75				17	
	Fremont Avenue	62C-62B	50				12	
			62B-62A	50			12	
			62C-62D	100			23	
	Raymond Lane	53A-53B	850				85*	
53B-53C								

TABLE E
PHASE I
ESTIMATED COST OF SEWER REPAIRS

DVD NO.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
4	Ramona Avenue	93C-93D	580			58*		
	Spruce Street	93D-94A	280			28*		
	Elm Park	148A-148B	530			53*		
		148B-39F						
	Empress Avenue	148C-148D	650			65*		
		148D-148E						
Oneonta Knoll	141D-39C	170		38				
5	Diamond Avenue	85E-85F	25				6	
				1				4
	Oak Street	85F-95B	25				6	
				5				20
	Marengo	85E-92E			1			4
		33C-33D	50				12	
				3				12
		35D-50C	50			12		
				1				4
		50C-32A	50				12	
				1				4
		33E-33C	50			12		
	33B-33A	25					6	
			2					8
		33A-13E			1			4
	Edison Lane	76F-78A	25				6	
Monterey Road	13A-13B			2			8	
	13C-13D	75			17			
				1			4	
Brent Avenue	13A-52H	25				6		
Huntington Drive	95C-95D	75				17		
				1			4	
Fair Oaks Avenue	48C-48D	100				23		
Laurel Street	46E-46D	25				6		
				1			4	
Lyndon Street	51A-51B			4			16	

**TABLE E
PHASE I
ESTIMATED COST OF SEWER REPAIRS**

DVD NO.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
5	Fremont Avenue	63D-60B		1				4
	Edison Lane	78B-86E	75		17			
	Fair Oaks Avenue	46C-29A	125		28			
	Fair Oaks Avenue	29A-29B	50		11			
		45B-45C	50			12		
		45B-45A	25			6		
6	Huntington Drive	29B-62E	150		34			
	Laurel Street	49B-32A	25			6		
		49A-49B		4				16
	Huntington Drive	29B-62E	500			50*		
	Rollin Street	90B-90A	75		17			
7	Beech Street	39D-141G	50				12	
				6				24
8	Fair Oaks Avenue	47B-47C	25				6	
		47C-47D	50			12		
		39F-39G	25				6	
	Fremont Avenue			1				4
		39G-39H	100			23		
CO2	Mound Avenue	57H-76E	100		23			
	Mission Street	54E-54D		1				4
	Bank Street	12G-89C	50			12		
				1				4
		89C-47C	125		28			4
	Huntington Drive	29J-32C	75			17		
	Marengo Avenue	32C-32B		3				17
	Huntington Drive	29H-29J	75			17		
					2			8
	Fair Oaks Avenue	47D-92C			1			4
	Oak Street	92C-45C	25			6		
	Bank Street Easen	84F-89A	75		17			
		89B-12G	50			12		
	Diamond Avenue	84D-84E	25			6		
		84E-84F	100			23		

TABLE E
PHASE I
ESTIMATED COST OF SEWER REPAIRS

DVD NO.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS				
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4	
CO2	Grevelia Street	59H-67B		1				4	
	Lyndon Street	47B-88C	25			6		4	
	Donaldo Circle	13C-134F		2				8	
	Monterey Road	13G-13H		2				8	
	Hardison Place	133B-133A	125			28			
	Meridian Avenue	127M-75B		820			82*		
		75B-75C							
		75C-75D							
		74E-127M							
	Hermosa Place	149 B-149A		25			6		
				270				61	
		149B-115A		90				20	
		115A-115B		240				54	
		115B-115C		230			52		
	Pinecrest	120A-121D		50		12			
		120A-121A		480					
	Monterey West	105B-131A		75		17			
		105C-105D		25		6			
		105E-105F		50			17		
	Monterey East	12B-12C		25				6	
		12C-12D		75		17			
	Monterey West	87E-84C		100		73			
		87B-166G		50		12			
97E-87A			50			12			
Pasadena Avenue	132G-132DE		50		12				
	132D-132E		50			12			
	132E-132F		50		12				
	132F-132G		170		36				
	132F-118K		280		63				
TOTALS			11,643	73	630	1,104	346	309	

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**PHASE II
SEWER VIDEO ANALYSIS AND
CONDITION ASSESSMENT**



**PREPARED FOR
CITY OF SOUTH PASADENA**

SUBMITTED BY:

DMR Team, Inc.

**July 9, 2010
Revised August 4, 2010**

INTRODUCTION

As part of the City's effort to identify Citywide sewer system structural deficiencies, Phase 2 sewer video inspection of a 4 year inspection assessment and repair program has been completed. This report summarizes the results of the review and analysis of the video inspection, as well as the estimated cost of improvements for sewer lines that require attention. Moreover, based on the results of the Phases 1 & 2 assessments, an updated estimate of the repair cost is projected for the city's entire system.

RANKING CONSIDERATIONS

The sewer lines that were video inspected have been categorized into four groups of "A", "B", "C", & "D" depending on the condition of the lines within each reach.

Group "A" represents a no deficiency condition and Group "D" represents a high priority repair condition. Factors that were considered in rating a reach included root intrusion, joint separation, cracks and sags, along with the frequency of occurrence and their severity.

Local problems that require spot repair have been evaluated under a separate grouping.

CONDITION ASSESSMENT

The rating of the condition of the sewer mains are tabulated in Table 1. The reaches are identified as referenced in the sewer video inspection from manhole to manhole and in the same sequence.

In cases where there is a local condition that is significantly different than the condition of the main, the reach has been rated without taking the local problem into account. Local problems have been evaluated as a separate category, and prioritized according to the urgency of the required repair (see Table 2).

SEWER MAIN RANKING CLASSIFICATIONS

Group "A" represents sewer mains in optimal pipe condition that did not reflect an issue needing action.

Group "B" represents sewer mains that do not have a structural deficiency. The mains in this group do not require immediate attention, nor is it anticipated that they would need to be repaired within the next 15 years.

Group "C" represents sewer mains that display minor structural deficiencies such as minor cracks, and require attention within the next 10 years.

Group "D" represents sewer mains that exhibit more serious structural deficiencies such as multiple cracks and fractures, and in general need to be repaired within the first 5 years of the program.

SPOT REPAIR RANKING CLASSIFICATIONS

Spot repairs have been categorized as Group I, II, III & IV depending on the severity of the required repair. Group I represents the most severe conditions, and Group IV the least. Spot repair conditions have been classified as follows:

<u>GROUP</u>	<u>DEFICIENCY</u>
I	Fractures, holes, missing pipe
II	Joint displacement, multiple cracks, sags
III	Hair line cracks
IV	Root intrusion at lateral

RECOMMENDED REPAIR AND RECONNAISSANCE PROGRAM

The program is recommended to have 2 distinct components of repair and reconnaissance. A 20 year period is envisioned to complete the first cycle of the program, with major repairs completed in the first 10 years, minor repairs between 11th and 15th year, and re-inspection of mains that are not currently subject to any repair work due to their good condition in the last 5 years.

Considering that Group "D" of the sewer mains and Group "I" of the sewer spot repairs represent the worst conditions in the system, they have been classified as priority 1 in the program,

Sewer mains with Group "C" classification that exhibited minor structural deficiencies, and Group II of the spot repair have been classified as priority 2 in the program.

Group III of the Sewer priority spot repair that deals with less serious and non structural deficiencies has been classified as priority 3.

Video inspection and analysis of sewer mains with conditions "A" & "B", along with the Group IV of the spot repairs have been classified as priority 4.

INFORMATION TABLES

Table "A" shows the condition of the mains sorted alphabetically. Table "B" shows the condition of the spot repairs sorted alphabetically. Table "C" ranks the condition of the mains from worst to best, and Table "D" ranks the condition of the spot repairs from worst to best.

Table "E" identifies the DVD number, location, manhole #s, lengths of repair, number of laterals, condition assessment and implementation phasing order, as well as estimated repair costs.

ESTIMATED PHASE 2 REPAIR COST

The following table reflects the summary of the review of Phases 1 & 2 Sewer Video Inspection, with repair description and respective priority and estimated cost. The repair cost has been estimated based on unit prices of \$180/LF for removal and replacement of mains, and \$4,000 per each lateral repair.

Priority	Completion Years	Repair Description	Required Cost
1	1-5	Group "D" mains, and Group I of spot repairs	\$ 989,000
2	6-10	Group "C" mains, and Group II spot repairs	\$1,390,000
3	11-15	Group III spot repairs	\$ 140,000
4	16-20	Group "A" & "B" mains and Group IV spot repairs	\$ 580,000
TOTAL			\$ 3,099,000

SUMMARY OF ESTIMATED REPAIR COSTS FOR PHASES 1 & 2

The following table reflects the overall cost summary of the review of Phases 1 & 2, Sewer Video Inspection, with repair description and respective priority and estimated cost. The repair cost has been estimated based on unit prices of \$180/LF for removal and replacement of mains, and \$4,000 per each lateral repair.

Priority	Completion Years	Phase 1		Phase 2		Total of Phases 1 & 2
		Repair Description	Required Costs	Repair Description	Required Cost	
1	One to Five	Group "D" mains and Group I spot repairs	\$ 630,000.00	Group "D" mains and Group I spot repairs	\$ 989,000.00	\$ 1,619,000.00
2	Six to Ten	Group "C" mains and Group II spot repairs	\$ 1,104,000.00	Group "C" mains and Group II spot repairs	\$ 1,390,000.00	\$ 2,494,000.00
3	Eleven to Fifteen	Group III spot repairs	\$ 346,000.00	Group III spot repairs	\$ 140,000.00	\$ 486,000.00
4	Sixteen to Twenty	Group IV spot repairs and Group "A" & "B" mains	\$ 309,000.00	Group IV spot repairs and Group "A" & "B" mains	\$ 580,000.00	\$ 889,000.00
TOTAL			\$ 2,389,000.00		\$ 3,099,000.00	\$ 5,488,000.00

ESTIMATED REPAIR COSTS FOR THE ENTIRE SEWER SYSTEM

Phases 1 & 2 video inspection includes approximately half of the entire City's sewer system.

Assuming that phases 1 & 2 deficiencies and costs are representative of the entire system, a 20 year repair program would require the repair cost as shown below

Priority	Completion Years	Repair Description	Cost
1	1-5	Group "D" mains, and Group I of spot repairs	\$3,238,000
2	6-10	Group "C" mains, and Group II spot repairs	\$4,988,000
3	11-15	Group III spot repairs	\$972,000
4	16-20	Group "A" and "B" mains and Group IV spot repairs	\$1,778,000
TOTAL			\$10,976,000

The estimated repair cost shown above will be re-assessed as the results of the phases 3 and 4 video analysis becomes available.

20 YEAR PROGRAM BUDGET

Based on the estimated improvements costs for the entire City's sewer deficiency upgrade and addition of soft costs and video inspection, a total preliminary annual budget of \$760,000 would be required:

<u>REQUIRED WORK DESCRIPTION</u>	<u>COST</u>
Estimated Construction Cost	\$ 10,976,000
Soft Cost (design, inspection, CM)	\$ 2,500,000
Video Inspection	\$ 400,000
Sub Total	\$ 13,888,000
10% Contingency	\$ 1,389,000
Total Cost	\$15,277,000 over a 20 year period
	\$764,000 annually

TABLE A
PHASE II
SEWER MAIN CONDITION (ALPHABETICAL ORDER OF STREET NAME)

Location	Limits	Condition	DVD No.
Amherst Drive	Wayne Avenue to Mid Pt.	B*	1
Atlantic Boulevard	Garfield Avenue to Pine Street	B*	10
Beech Street	Primrose Avenue to 2/3 Way	B*	2
Bushnell Avenue	Oak Street to Huntington Drive	B*	5
Camden Avenue	Oak lane to 1/2 Point	D	3
Camden Avenue	Huntington Drive to 1/2 Point	C	3
Chelton Way	Edgewood Drive to Oak Street	B*	1
Chelton Way	Oaks Street to Edgewood Drive	B*	4
Court Avenue	Huntington Drive to Northerly Terminus	C	3
Court Avenue	Oak Street to 1/2 Point	B*	3
Edgewood Drive	Milan Avenue to Wayne Avenue	B*	1
Fair Oaks Avenue	Maple Street to Alhambra Road	B*	4
Fair Oaks Avenue	Alhambra Road to Midway to Maple	B*	11
Fletcher Avenue	Oak to 1/2 Point S	B*	1
Fletcher Avenue	Huntington Drive to Alhambra Road	B*	10
Garfield Avenue	Huntington Drive to Atlantic Boulevard	B*	11
Garfield Avenue	Mill Road to Huntington Drive	B*	6, 7 & 8
Huntington Drive	South Side to Court Avenue to Wayne Avenue	D	8
Huntington Drive	N Side, Court Avenue to Garfield Avenue	B*	2
Huntington Drive	Fletcher Avenue to Marengo Avenue	B*	6
Huntington Drive	South Side to La Senda Avenue to Bushnell Avenue	B*	8
Huntington Drive	South Side, La Senda Place to Garfield Avenue	B*	8
Huntington Drive N	Fletcher Avenue to Court Avenue	B*	10
Huntington Drive S	Morengo Avenue to Bushnell Avenue	B	10
Indiana Avenue	Monterey Road to El Centro Street	B*	11
La France Avenue	Huntington Dr. to Alhambra Road	B*	2
La France Avenue	Maple Street to Mid Block	B*	11
La Senda Place	Huntington Drive to Garfield Avenue	B*	5
Laurel Street	Milan Avenue to Marengo Avenue	B*	3
Le Droit Drive	Milan Avenue to Montrose Avenue	B*	1
Le Droit Drive	Montrose Avenue to Garfield Avenue	B*	9
Leman Street	Milan Avenue to Huntington Drive	B*	2
Maple Street	Fremont Avenue to Primrose Avenue	B*	4
Milan Avenue	Monterey Road to Huntington Drive	C* & B*	2,3,4
Milan Avenue	Monterey Road to Edgewood Drive	B*	1

* Denotes Spot Repair Required. See Table "B" for Details

**TABLE A
PHASE II
SEWER MAIN CONDITION (ALPHABETICAL ORDER OF STREET NAME)**

Location	Limits	Condition	DVD No.
Milan Avenue	Huntington Drive to Spruce Street	B*	6
Milan Avenue	Oxley Street to Monterey Road	B*	9
Mission Street	Montrose Avenue to Garfield Avenue	B*	6
Mission Street	Milan Avenue to Montrose Avenue	A	2
Monterey Road	Milan Avenue to Montrose Avenue	B*	9
Monterey Road	Montrose Avenue to Garfield Avenue	B*	8
Montrose Avenue	Mission Street to Oxley Street	D	1
Montrose Avenue	Oxley Street to Le Droit Drive	B*	1
Montrose Avenue	Mission Street to Garfield Avenue	B*	2
Montrose Avenue	Monterey Road to Le Droit	A	9
Oak Meadow Lane	Oak Street to Cul de Sac	B*	9
Oak Street	Milan Avenue to Mid Point to Chelton Way	D	4
Oak Street	Chelton Way to Garfield Avenue	B*	3
Oak Street	Chelton Way to Mid Point to Milan Avenue	B*	4
Oak Street	Stratford Avenue to Milan Avenue	B*	5
Olive Street	Pine Street to Huntington Drive	B*	6
Oneonta Knoll	Primrose Avenue to 1/2 Point	B*	2
Oxley Street	Montrose Avenue to Garfield Avenue	B*	7
Pine Street	Huntington Drive to Garfield Avenue	B*	6
Primrose Avenue	Hunting Drive to Maple Street	B*	2
Primrose Avenue	Maple Street to Alhambra Road	B*	4
Primrose Avenue	Alhambra Road to Maple Road	B*	9
Spruce Street	Milan Avenue to Marengo Avenue	B*	3
Spruce Street	Milan to Southerly Terminus	A	6
Stratford Avenue	Along the Park	D	1
Stratford Avenue	Monterey Road to North of Park	B*	1
Stratford Avenue	Alhambra Road to Cul de Sac	B*	2
Stratford Avenue	Oak Street to Rollin Street	B*	5
Stratford Avenue	Oak street to Banks	B*	9
Stratford Avenue	Along Marengo Park	B*	11
Wayne Avenue	Amherst Drive to S. of Ashbourne Drive	B*	1
Wayne Avenue	Huntington Drive to Amherst Drive	B*	3
Wayne Avenue	Huntington Avenue to Oak Street	B*	5 & 6
Wayne Avenue	Huntington Drive and Oak Street	B*	8

* Denotes Spot Repair Required. See Table "B" for Details

TABLE B
PHASE II
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)

Location	Manhole No.	Group	DVD No.
Amherst Drive	17D-127B	I	1
Atlantic Boulevard	117E-117L	II	10
Atlantic Boulevard	23B-28C	II	10
Beech Street	141F-141E	I	2
Beech Street	141F-36D	I	2
Bushnell Avenue	22B-22A	II	5
Bushnell Avenue	22B-22E	II	5
Camden Avenue	20B-20A	I	3
Camden Avenue	20B-20C	I	3
Camden Avenue	20C-27A	IV	3
Chelton Way	19E-16D	I	4
Chelton Way	16C-16B	II	1
Court Avenue	20D-20E	II	3
Court Avenue	20G-20F	II	3
Edgewood Drive	16C-17E	II	1
Edgewood Drive	16C-17F	II	1
Edgewood Drive	17F-17C	II	1
Fair Oaks Avenue	37A-37B	I	4
Fair Oaks Avenue	38B-37A	II	4
Fletcher Avenue	23B-23A	II	1
Fletcher Avenue	28H-24A	II	10
Fletcher Avenue	24A-24B	II	10
Fletcher Avenue	24B-24C	II	10
Garfield Avenue	117L-117K	III	11
Garfield Avenue	12D-3D	I	8
Garfield Avenue	12D-3D	I	7
Garfield Avenue	2B-2A	IV	7
Garfield Avenue	2C-2B Drop	IV	7
Garfield Avenue	2C-2D	IV	7
Garfield Avenue	2D-2E	III	6
Garfield Avenue	2E-3A	IV	7
Garfield Avenue	3A-3B	IV	7
Garfield Avenue	3C-12D	III	7
Garfield Avenue	4A-27H	II	8
Garfield Avenue	4A-27H	II	8
Garfield Avenue	4B-4A	II	8
Garfield Avenue	4B-4A	II	8
Huntington Drive	27F-27G	I	8
Huntington Drive	27H-27G	I	8
Huntington Drive	27C-27D	II	2
Huntington Drive	27C-27B	II	2
Huntington Drive	25D-28C	II	6
Huntington Drive	25D-28B	II	6
Huntington Drive	28B-28A	II	6
Huntington Drive	27E-28K	II	8
Huntington Drive	28K-28J	II	8
Huntington Drive	28K-28F	II	8
Huntington Drive	27H-27G	II	8
Huntington Drive N	27A-21B	I	10

TABLE B
PHASE II
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)

Location	Manhole No.	Group	DVD No.
Huntington Drive N	28E-21B	I	10
Huntington Drive S	28G-28H	I	10
Huntington Drive S	28J-28H	II	10
Huntington Drive S	28G-28F	III	10
Indiana Avenue	131A-103D	I	11
Indiana Avenue	103D-104C	I	11
Indiana Avenue	103C-82E	I	11
La France Avenue	35B-35C	I	2
La France Avenue	35C-35D	I	2
La France Avenue	36B-36A	II	2
La France Avenue	35D-35C	II	11
La Senda Place	27C-126B	II	5
La Senda Place	126B-126A	II	5
Laurel Street	25B-19F	II	3
Le Droit Drive	11C-3B	I	9
Le Droit Drive	8D-8E	II	1
Le Droit Drive	11C-11B	III	9
Leman Street	26B-37D	II	2
Leman Street	37D-37C	II	2
Maple Street	38B-38A	I	4
Maple Street	38B-38C	III	4
Milan Avenue	25B-25C	I	3
Milan Avenue	15A-9C	I	9
Milan Avenue	15B-15A	II	1
Milan Avenue	15B-15C	II	1
Milan Avenue	15C-15D	II	1
Milan Avenue	25B-19C	II	3
Milan Avenue	26B-26C	II	4
Milan Avenue	26E-26F	II	4
Milan Avenue	25D-220B	II	6
Milan Avenue	15D-19C	II	4
Milan Avenue	26C-26D	III	4
Milan Avenue	26D-26E	III	4
Mission Street	7E-2D	III	6
Monterey Road	12B-12A	III	9
Monterey Road	12D-12C	I	8
Monterey Road	12C-12B	I	8
Montrose Avenue	7E-6A	I	2
Montrose Avenue	8D-8C	III	1
Oak Meadow Lane	19D-232A	II	9
Oak Street	18B-18C	I	3
Oak Street	18B-18A	I	3
Oak Street	18D-18E	II	3
Oak Street	18B-18C	II	3
Oak Street	19D-19C	II	4
Oak Street	19E-19D	III	4
Oak Street	19B-19C	III	5
Olive Street	117C-128E	II	6
Olive Street	128E-128D	II	6

**TABLE B
PHASE II
SPOT REPAIR CONDITION (ALPHABETICAL ORDER OF STREET NAME)**

Location	Manhole No.	Group	DVD No.
Oneonta Knoll	36B-141B	I	2
Oneonta Knoll	141B-141A	II	2
Oxley Street	3A-11A	II	7
Pine Street	117C-117B	I	6
Pine Street	117C-117D	I	6
Pine Street	117D-117E	II	6
Pine Street	117E-117F	II	6
Pine Street	117F-117G	II	6
Pine Street	117B-117A	III	6
Primrose Avenue	36G-36H	I	4
Primrose Avenue	36H-36G	I	9
Primrose Avenue	36D-36E	II	2
Primrose Avenue	36F-36G	II	4
Primrose Avenue	36B-36A	III	2
Primrose Avenue	36B-36C	III	2
Primrose Avenue	36C-36D	III	2
Primrose Avenue	36E-36F	III	2
Spruce Street	25C-25A	III	3
Stratford Avenue	129A-129B	I	2
Stratford Avenue	129D-129C	II	9
Stratford Avenue	134B-134A	II	2
Stratford Avenue	134C-134B	I	2
Stratford Avenue	14C-14A	II	1
Stratford Avenue	14D-14C	III	11
Stratford Avenue	19B-14D	II	5
Wayne Avenue	17C-17D	II	1
Wayne Avenue	17C-17B	II	1
Wayne Avenue	17D-18C	II	3
Wayne Avenue	18B-21A	II	5
Wayne Avenue	21A-2B	II	6
Wayne Avenue	21B-21A	III	8

TABLE C
PHASE II
SEWER MAIN CONDITION (WORST TO BEST)

Condition	Location	Limits	DVD No.
D	Camden Avenue	Oak lane to 1/2 Point	3
D	Huntington Drive	South Side to Court Avenue to Wayne Avenue	8
D	Montrose Avenue	Mission Street to Oxley Street	1
D	Oak Street	Milan Avenue to Mid Point to Chelton Way	4
D	Stratford Avenue	Along the Park	1
C* & B*	Milan Avenue	Monterey Road to Huntington Drive	2,3,4
C	Camden Avenue	Huntington Drive to 1/2 Point	3
C	Court Avenue	Huntington Drive to Northerly Terminus	3
B*	Amherst Drive	Wayne Avenue to Mid Pt.	1
B*	Atlantic Boulevard	Garfield Avenue to Pine Street	10
B*	Beech Street	Primrose Avenue to 2/3 Way	2
B*	Bushnell Avenue	Oak Street to Huntington Drive	5
B*	Chelton Way	Edgewood Drive to Oak Street	1
B*	Chelton Way	Oaks Street to Edgewood Drive	4
B*	Court Avenue	Oak Street to 1/2 Point	3
B*	Edgewood Drive	Milan Avenue to Wayne Avenue	1
B*	Fair Oaks Avenue	Alhambra Road to Midway to Maple	11
B*	Fair Oaks Avenue	Maple Street to Alhambra Road	4
B*	Fletcher Avenue	Huntington Drive to Alhambra Road	10
B*	Fletcher Avenue	Oak to 1/2 Point S	1
B*	Garfield Avenue	Huntington Drive to Atlantic Boulevard	11
B*	Garfield Avenue	Mill Road to Huntington Drive	6, 7 & 8
B*	Huntington Drive	Fletcher Avenue to Marengo Avenue	6
B*	Huntington Drive	N Side, Court Avenue to Garfield Avenue	2
B*	Huntington Drive	South Side to La Senda Avenue to Bushnell Avenue	8
B*	Huntington Drive	South Side, La Senda Place to Garfield Avenue	8
B*	Huntington Drive N	Fletcher Avenue to Court Avenue	10
B	Huntington Drive S	Morengo Avenue to Bushnell Avenue	10
B*	Indiana Avenue	Monterey Road to El Centro Street	11
B*	La France Avenue	Huntington Dr. to Alhambra Road	2
B*	La France Avenue	Maple Street to Mid Block	11
B*	La Senda Place	Huntington Drive to Garfield Avenue	5
B*	Laurel Street	Milan Avenue to Marengo Avenue	3
B*	Le Droit Drive	Milan Avenue to Montrose Avenue	1
B*	Le Droit Drive	Montrose Avenue to Garfield Avenue	9
B*	Leman Street	Milan Avenue to Huntington Drive	2

* Denotes Spot Repair Required. See Table "B" for Details

TABLE C
PHASE II
SEWER MAIN CONDITION (WORST TO BEST)

B*	Maple Street	Fremont Avenue to Primrose Avenue	4
B*	Milan Avenue	Huntington Drive to Spruce Street	6
B*	Milan Avenue	Monterey Road to Edgewood Drive	1
B*	Milan Avenue	Oxley Street to Monterey Road	9
B*	Mission Street	Montrose Avenue to Garfield Avenue	6
B*	Monterey Avenue	Milan Avenue to Montrose Avenue	9
B*	Monterey Road	Montrose Avenue to Garfield Avenue	8
B*	Montrose Avenue	Mission Street to Garfield Avenue	2
B*	Montrose Avenue	Oxley Street to Le Droit Drive	1
B*	Oak Meadow Lane	Oak Street to Cul de Sac	9
B*	Oak Street	Chelton Way to Garfield Avenue	3
B*	Oak Street	Chelton Way to Mid Point to Milan Avenue	4
B*	Oak Street	Stratford Avenue to Milan Avenue	5
B*	Olive Street	Pine Street to Huntington Drive	6
B*	Oneonta Knoll	Primrose Avenue to 1/2 Point	2
B*	Oxley Street	Montrose Avenue to Garfield Avenue	7
B*	Pine Street	Huntington Drive to Garfield Avenue	6
B*	Primrose Avenue	Alhambra Road to Maple Road	9
B*	Primrose Avenue	Huntington Drive to Maple Street	2
B*	Primrose Avenue	Maple Street to Alhambra Road	4
B*	Spruce Street	Milan Avenue to Marengo Avenue	3
B*	Stratford Avenue	Alhambra Road to Cul de Sac	2
B*	Stratford Avenue	Along Marengo Park	11
B*	Stratford Avenue	Monterey Road to North of Park	1
B*	Stratford Avenue	Oak Street to Banks	9
B*	Stratford Avenue	Oak Street to Rollin Street	5
B*	Wayne Avenue	Amherst Drive to S. of Ashbourne Drive	1
B*	Wayne Avenue	Huntington Avenue to Oak Street	5 & 6
B*	Wayne Avenue	Huntington Drive and Oak Street	8
B*	Wayne Avenue	Huntington Drive to Amherst Drive	3
A	Mission Street	Milan Avenue to Montrose Avenue	2
A	Montrose Avenue	Monterey Road to Le Droit	9
A	Spruce Street	Milan to Southerly Terminus	6

* Denotes Spot Repair Required. See Table "B" for Details

TABLE D
PHASE II
SPOT REPAIR CONDITION (WORST TO BEST)

Group	Location	Manhole No.	DVD No.
I	Amherst Drive	17D-127B	1
I	Beech Street	141F-141E	2
I	Beech Street	141F-36D	2
I	Camden Avenue	20B-20A	3
I	Camden Avenue	20B-20C	3
I	Chelton Way	19E-16D	4
I	Fair Oaks Avenue	37A-37B	4
I	Garfield Avenue	12D-3D	8
I	Garfield Avenue	12D-3D	7
I	Huntington Drive	27F-27G	8
I	Huntington Drive	27H-27G	8
I	Huntington Drive N	27A-21B	10
I	Huntington Drive N	28E-21B	10
I	Huntington Drive S	28G-28H	10
I	Indiana Avenue	131A-103D	11
I	Indiana Avenue	103D-104C	11
I	Indiana Avenue	103C-82E	11
I	La France Avenue	35B-35C	2
I	La France Avenue	35C-35D	2
I	Le Droit Drive	11C-3B	9
I	Maple Street	38B-38A	4
I	Milan Avenue	25B-25C	3
I	Milan Avenue	15A-9C	9
I	Monterey Road	12D-12C	8
I	Monterey Road	12C-12B	8
I	Montrose Avenue	7E-6A	2
I	Oak Street	18B-18C	3
I	Oak Street	18B-18A	3
I	Oneonta Knoll	36B-141B	2
I	Pine Street	117C-117B	6
I	Pine Street	117C-117D	6
I	Primrose Avenue	36G-36H	4
I	Primrose Avenue	36H-36G	9
I	Stratford Avenue	134C-134B	2
I	Stratford Avenue	129A-129B	2
II	Atlantic Boulevard	117E-117L	10
II	Atlantic Boulevard	23B-28C	10
II	Bushnell Avenue	22B-22A	5
II	Bushnell Avenue	22B-22E	5
II	Chelton Way	16C-16B	1
II	Court Avenue	20D-20E	3
II	Court Avenue	20G-20F	3
II	Edgewood Drive	16C-17E	1
II	Edgewood Drive	16C-17F	1
II	Edgewood Drive	17F-17C	1
II	Fair Oaks Avenue	38B-37A	4
II	Fletcher Avenue	23B-23A	1
II	Fletcher Avenue	28H-24A	10
II	Fletcher Avenue	24A-24B	10

TABLE D
PHASE II
SPOT REPAIR CONDITION (WORST TO BEST)

Group	Location	Manhole No.	DVD No.
II	Fletcher Avenue	24B-24C	10
II	Garfield Avenue	4B-4A	8
II	Garfield Avenue	4A-27H	8
II	Garfield Avenue	4B-4A	8
II	Garfield Avenue	4A-27H	8
II	Huntington Drive	27C-27D	2
II	Huntington Drive	27H-27G	8
II	Huntington Drive	27C-27B	2
II	Huntington Drive	25D-28C	6
II	Huntington Drive	25D-28B	6
II	Huntington Drive	28B-28A	6
II	Huntington Drive	27E-28K	8
II	Huntington Drive	28K-28J	8
II	Huntington Drive	28K-28F	8
II	Huntington Drive S	28J-28H	10
II	La France Avenue	36B-36A	2
II	La France Avenue	35D-35C	11
II	La Senda Place	27C-126B	5
II	La Senda Place	126B-126A	5
II	Laurel Street	25B-19F	3
II	Le Droit Drive	8D-8E	1
II	Leman Street	26B-37D	2
II	Leman Street	37D-37C	2
II	Milan Avenue	15B-15A	1
II	Milan Avenue	15B-15C	1
II	Milan Avenue	15C-15D	1
II	Milan Avenue	25B-19C	3
II	Milan Avenue	26B-26C	4
II	Milan Avenue	26E-26F	4
II	Milan Avenue	25D-220B	6
II	Milan Avenue	15D-19C	4
II	Oak Meadow Lane	19D-232A	9
II	Oak Street	18D-18E	3
II	Oak Street	18B-18C	3
II	Oak Street	19D-19C	4
II	Olive Street	117C-128E	6
II	Olive Street	128E-128D	6
II	Oneonta Knoll	141B-141A	2
II	Oxley Street	3A-11A	7
II	Pine Street	117D-117E	6
II	Pine Street	117E-117F	6
II	Pine Street	117F-117G	6
II	Primrose Avenue	36D-36E	2
II	Primrose Avenue	36F-36G	4
II	Stratford Avenue	129D-129C	9
II	Stratford Avenue	134B-134A	2
II	Stratford Avenue	14C-14A	1
II	Stratford Avenue	19B-14D	5
II	Wayne Avenue	17C-17D	1

**TABLE D
PHASE II
SPOT REPAIR CONDITION (WORST TO BEST)**

Group	Location	Manhole No.	DVD No.
II	Wayne Avenue	17C-17B	1
II	Wayne Avenue	17D-18C	3
II	Wayne Avenue	18B-21A	5
II	Wayne Avenue	21A-2B	6
III	Garfield Avenue	117L-117K	11
III	Garfield Avenue	2D-2E	6
III	Garfield Avenue	3C-12D	7
III	Huntington Drive S	28G-28F	10
III	Le Droit Drive	11C-11B	9
III	Maple Street	38B-38C	4
III	Milan Avenue	26C-26D	4
III	Milan Avenue	26D-26E	4
III	Mission Street	7E-2D	6
III	Monterey Avenue	12B-12A	9
III	Montrose Avenue	8D-8C	1
III	Oak Street	19B-19C	5
III	Oak Street	19E-19D	4
III	Pine Street	117B-117A	6
III	Primrose Avenue	36B-36A	2
III	Primrose Avenue	36B-36C	2
III	Primrose Avenue	36C-36D	2
III	Primrose Avenue	36E-36F	2
III	Spruce Street	25C-25A	3
III	Stratford Avenue	14D-14C	11
III	Wayne Avenue	21B-21A	8
IV	Camden Avenue	20C-27A	3
IV	Garfield Avenue	3A-3B	7
IV	Garfield Avenue	2B-2A	7
IV	Garfield Avenue	2C-2B Drop	7
IV	Garfield Avenue	2C-2D	7
IV	Garfield Avenue	2E-3A	7

**TABLE E
PHASE II
ESTIMATED COST OF SEWER REPAIRS**

DVD No.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
1	Montrose Avenue	8D-8C	25	1			4	4
		8C-8B	325		59			
	Le Droit Drive	8D-8E	100	1		18		4
	Milan Avenue	15B-15A	125			23		
		15B-15C	225	1		41		4
	Edgewood Drive	15C-15D	175			32		
		16C-17E	60			11		
		16C-17F	75		14			
	Chelton Way	17F-17C	75	2		14		8
		16C-16B	25			4		
	Wayne Avenue	17C-17D	150	1		27		4
		17C-17B	25	1		4		4
	Amherst Drive	17D-127B	150	3	27			12
	Fletcher Avenue	23B-23A	50	2		9		8
Stanford Avenue	14C-14A	50			9			
	14C-14D	400		72				
2	Primrose Avenue	36B-36A	25				4	
		36B-36C	25				4	
		36C-36D	25				4	
		36D-36E	25			4		
		36E-36F	50				9	
	Oneonta Knoll	36B-141B	100		18			
		141B-141A	150			27		
	Beech Street	141F-36D	150'		27			
		141F-141E	100		18			
	Montrose Avenue	7E-6A	150		27			
	La France Avenue	36B-36A	25	1		9		4
		35B-35C	175	8	32			32
		35C-35D	200	11	36			44
	Stratford Avenue	134C-134B	25	1	5			4
		134B-134A	50			9		
		134C-129A	125		23			
		129A-129B	175	4	32			16
129B-129D		305		55				
Milan Avenue	26B-26A		5				20	

TABLE E
PHASE II
ESTIMATED COST OF SEWER REPAIRS

DVD No.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
2	Leman Street	26B-37D	50			9		
		37D-37C	200			36		
	Huntington Drive	27C-27D	50			9		
		27C-27B	150			36		
3	Court Avenue	20F-27B	450			81		
	Camden Avenue	20C-27A	300	5		64		20
	Wayne Avenue	17D-18C	75	1		14		4
		18B-18C	25	1	5			4
	Oak Street	18D-18E	25	1		5		4
		18B-18A	100		18			
	Milan Avenue	25B-19C	100			18		
		25B-25C	200	4	36			16
	Laurel Street	25B-19F	150	1		18		4
	Spruce Street	25C-25A	75				14	
	Camden Avenue	20B-20A	400		72			
		20B-20C	100			18		
	Court Avenue	20D-20E	75			14		
20G-20F		25			5			
4	Chelton Way	19E-16D	200		36			
	Oak Street	19E-19D	50	2			9	8
		19D-19C	330		60			
	Milan Avenue	15D-19C	375			68		
	Maple Street	38B-38C	50	2	9			8
		38B-38A	50					
	Fair Oaks Avenue	38B-37A	250			45		
	Primrose Avenue	36F-36G	250	10		45		40
		36G-36H	100	1	18			4
	Milan Avenue	26B-26C	100	4		18		16
		26C-26D	75				14	
		26D-26E	75	5			14	20
26E-26F		200	4		36		16	
Fair Oaks Avenue	37A-37B	75	1	14			4	
5	Oak Street	19B-19C	50	2			9	8
	Stratford Avenue	19B-14D	75			14		

**TABLE E
PHASE II
ESTIMATED COST OF SEWER REPAIRS**

DVD No.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
5	La Senda Place	27C-126B	100			18		
		126B-126A	400			72		
	Bushnell Avenue	22B-22A	225	7		41		28
		22B-22E	200	2		36		8
	Wayne Avenue	18B-21A	200	11		36		44
6	Wayne Avenue	21A-2B	75			14		
	Huntington Drive	25D-28C	225			41		
		25D-28B	175			32		
		28B-28A	100			18		
	Milan Avenue	25D-220B	150	1		27		4
	Pine Street	117C-117B	25		5			
		117B-117A	75	3			14	12
	Olive Street	117C-128E	25	1			4	4
		128E-128D	25				4	
	Pine Street	117C-117D						
117D-117E		150				27		
117E-117F		25		5				
		117F-117G	125			23		
7	Garfield Street	2C-2D		2				8
		2D-2E	25				4	
		2E-3A			1			4
		2C-2B Drop			4			16
		2B-2A			6			24
	Mission Street	7E-2D	25				4	
	Oxley Street	3A-11A	25	1		4		4
Garfield Avenue	3A-3B			1			4	
	3C-12D	25		1	5		4	
8	Garfield Avenue	12D-3D	50		9			
	Monterey Road	12D-12C	50		9			
		4B-4A	75				14	
	Garfield Avenue	4A-27H	75				14	
		27F-27E	410			74		
	Huntington Drive	27E-28K	75				14	
		27F-27G	50			9		
28K-28J		25				4		

**TABLE E
PHASE II
ESTIMATED COST OF SEWER REPAIRS**

DVD No.	LOCATION	MANHOLE NOS.	R&R PIPE (FT.)	REPAIR LATERAL (EA)	REPAIR COST IN THOUSANDS			
					PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
8	Wayne Avenue	21B-21A	25	1			4	4
	Huntington Drive	27H-27G	100		18			
9	Stratford Avenue	129D-129C	25	2		4		8
		36D-36E		2				8
	Primrose Avenue	36H-36G	100	2	18			8
	Oak Meadow Lane	19D-232A	25			4		
	Milan Avenue	15A-9C	75	1	14			4
	Monterey Avenue	12B-12A	25	1			4	4
		11C-3B	100		18			
Le Droit Drive	11C-11B	50				9		
10	Huntington Drive N	27A-21B	100	1	18			4
		27A-27B	75			14		
		28E-21B	100					
	Atlantic Boulevard	117E-117L	75			14		
		23B-28C	50	2		9		8
	Huntington Drive S	28G-28F	25				4	
		28G-28H	75		14			
		28J-28H	125				23	
	Fletcher Avenue	28H-24A	225	6		41		24
		24A-24B	200			36		
24B-24C		75			14			
11	Garfield Avenue	117L-117K	25				4	
	Stratford Avenue	14D-14C	25			4		
	La France Avenue	35D-35C	25					
		131A-103D	75		14			
	Indiana Avenue	103D-104C	75		14			
103C-82E		175		32				
TOTALS			13880	145	989	1390	140	580

2. Current Sewer Rates



CITY OF SOUTH PASADENA

2010 Water, Sewer and Refuse Rate Adjustments

Dear South Pasadena Water, Sewer and Refuse customers:

This month's bill is longer than usual due to rate adjustments effective July 1, 2010. The first part of your bill represents services received in June 2010. The second part is for services in July 2010.

Effective July 1, 2010, the water and sewer rates have been adjusted per City Resolutions 7046, 7047 and 7048 adopted in May 2009. The old and new rates are presented below.

Water Bi-Monthly Charges		
Meter Charge	Old Total	New Total
3/4"	\$44.34	\$51.00
1"	62.08	71.40
1 1/2"	79.82	91.80
2"	128.60	147.90
3"	487.84	561.00
4"	620.88	714.00
6"	931.32	1,071.02
8"	1,286.10	1,479.02
Consumption Charge	Old Total	New Total
Per Hundred Cubic Feet of Consumption	\$0.92	\$1.06

Sewer Bi-Monthly Charges		
Sewer Charge	Old	New
Single Family	\$ 12.67	\$ 14.57
Multi-Family	8.56	9.84
Commercial	12.67	14.57

Refuse Bi-Monthly Charges		
Refuse Charge	Old	New
Standard	\$ 69.60	\$ 71.46
3 Yard Bin	268.76	277.04
Roll-Off	416.60	424.54

Refuse rates, effective July 1, 2010, reflect a rate increase of approximately 2.67%. The increase is based on the percentage change in the Consumer Price Index from April 2009 to April 2010 and "pass through" increase for increased landfill fees per the contract approved by the City Council.

For further questions, contact the Finance Department at (626) 403-7259

South Pasadena Municipal Code

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[CHAPTER 30 SEWERS](#)

ARTICLE II. FOG CONTROL PROGRAM**30.20 FOG discharge requirement.**

No FSE shall discharge or cause to be discharged into the sewer system FOG that exceeds a concentration level adopted by a regulatory agency or that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer system lateral which connects the FSE to the sewer system. (Ord. No. 2186, § 2, 2009.)

30.21 FOG prohibitions.

The following prohibitions shall apply to all FSEs:

(a) No person shall discharge, or cause to be discharged any wastewater from FSEs directly or indirectly into the sewer system without first obtaining a FOG wastewater discharge permit pursuant to this chapter.

(b) Discharge of any waste, including FOG and solid materials removed from the grease control device to the sewer system, is prohibited.

(c) The installation and use of food grinders shall be prohibited in all new food service establishments that are located in new or existing buildings, in all existing food service establishments undergoing remodeling, and in all existing food preparation and service establishments undergoing remodeling or a change in operations such that they would become a commercial kitchen.

(d) Introduction of any additives into a food service establishment's wastewater system for the purpose of emulsifying or biologically/chemically treating FOG for grease remediation or as a supplement to interceptor maintenance, unless a specific written authorization from the director is obtained.

(e) Disposal of waste cooking oil into drainage pipes.

(f) The discharge of wastewater from dishwashers to any grease traps or grease interceptor.

(g) Discharge of wastewater with temperature in excess of one hundred forty degrees Fahrenheit to any grease control device, including grease traps and grease interceptors.

(h) Discharge of wastes from toilets, urinals, wash basins, and other fixtures containing fecal material to sewer lines intended for grease interceptor service, is prohibited.

(i) A grease removal device should not be considered properly maintained if for any reason it is not in good working condition, or if sand, oil, sludge, and grease accumulations total more than twenty-five percent of the operative fluid capacity.

(j) The discharge of any waste or FOG to the sewer system in a manner which either violates the California State Water Resources Control Board's Sewer WDRs or causes or contributes to condition which fails to comply with any of the provisions of the sewer WDRs is prohibited. (Ord. No. 2186, § 2, 2009.)

30.22 FOG wastewater discharge permit required.

(a) FSEs proposing to discharge or currently discharging wastewater containing FOG into the city's sewer system shall obtain a FOG wastewater discharge permit from the city within either (1) one hundred eighty days from the effective date of the ordinance codified in this chapter; or (2) at the time any FSE applies

for or renews its annual business license from the city. Compliance with this chapter must be demonstrated at the time any business license is issued, provided that the director may extend the compliance date for no more than ninety days after the date of the issuance of the license.

(b) FOG wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other regulations, charges for use, and fees established by the city. The conditions of FOG wastewater discharge permits shall be enforced by the city in accordance with this chapter and applicable state and federal regulations.

(c) The city shall not issue a certificate of occupancy for any new construction, or occupancy unless a FSE has fully complied with the provisions of this chapter. (Ord. No. 2186, § 2, 2009.)

30.23 FOG wastewater discharge permit application.

Any person required to obtain a FOG wastewater discharge permit shall complete and file with the city prior to commencing discharges, an application in a form prescribed by the director and shall provide the city such information and documents as the director determines is necessary and appropriate to properly evaluate the application. The applicable fees shall accompany this application. After evaluation of the data furnished, the director may issue a FOG wastewater discharge permit, subject to terms and conditions set forth in this chapter and as otherwise determined by the director to be appropriate to protect the city's sewer system. (Ord. No. 2186, § 2, 2009.)

30.24 FOG wastewater discharge permit conditions.

The issuance of a FOG wastewater discharge permit may contain any of the following conditions or limits as determined by the director:

- (a) Limits on discharge of FOG and other priority pollutants;
- (b) Requirements for proper operation and maintenance of grease interceptors and other grease control devices;
- (c) Grease interceptor maintenance frequency and schedule;
- (d) Requirements for implementation of best management practices and installation of adequate grease interceptor and/or grease control device;
- (e) Requirements for maintaining and reporting status of best management practices;
- (f) Requirements for maintaining and submitting logs and records, including waste hauling records and waste manifests;
- (g) Requirements to self-monitor;
- (h) Requirements for the FSE to construct, operate and maintain, at its own expense, FOG control device and sampling facilities;
- (i) Consent by the operator of the FSE for the city and other regulatory agencies to inspect the FSE to confirm compliance with this chapter, the NPDES permit and other applicable laws, rules and regulations, including any NPDES permit applicable to the city;
- (j) Additional requirements as otherwise determined to be reasonably appropriate by the director to protect the city's system or as specified by other regulatory agencies;
- (k) Other terms and conditions, which may be reasonably applicable to ensure compliance with this chapter as determined by the director. (Ord. No. 2186, § 2, 2009.)

30.25 FOG wastewater discharge permit fee.

The FOG wastewater discharge permit fee shall be paid by the applicant in an amount adopted by resolution of the city council. Payment of permit fees must be received by the city prior to issuance of either a new permit or a renewed permit. A permittee shall also pay any delinquent invoices in full prior to permit renewal. (Ord. No. 2186, § 2, 2009.)

30.26 FOG wastewater discharge permit modifications of terms and conditions.

(a) The terms and conditions of an issued permit may be subject to modification and change by the sole determination of the director during the life of the permit based on:

- (1) The discharger's current or anticipated operating data;
- (2) The city's current or anticipated operating data;
- (3) Changes in the requirements of regulatory agencies which affect the city; or
- (4) A determination by the director that such modification is appropriate to further the objectives of this chapter.

(b) The permittee may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change, and the reasons for the change. The director shall review the request, make a determination on the request, and respond in writing.

(c) The permittee shall be informed of any change in the permit limits, conditions, or requirements at least forty-five days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance. (Ord. No. 2186, § 2, 2009.)

30.27 FOG wastewater discharge permit duration and renewal.

FOG wastewater discharge permits shall be issued for a period not to exceed five years. Upon expiration of the permit, the discharger shall apply for renewal of the permit in accordance with the provisions of this chapter. (Ord. No. 2186, § 2, 2009.)

30.28 Exemption from FOG wastewater discharge permit.

A limited food preparation establishment is not considered a FSE for the purposes of this chapter and is exempt from obtaining a FOG wastewater discharge permit. Exempted establishment shall be engaged only in reheating, hot holding or assembly of ready to eat food products and as a result, there is no wastewater discharge containing significant amount of FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food. (Ord. No. 2186, § 2, 2009.)

30.29 Nontransferability of permits.

(a) FOG wastewater discharge permits issued under this chapter are for a specific FSE, for a specific operation and create no vested rights.

(b) No permit holder shall assign, transfer or sell any FOG wastewater discharge permit issued under this chapter nor use any such permit for or on any premises or for facilities or operations or discharges not expressly encompassed within the underlying permit.

(c) Any permit, which is transferred to a new owner or operator or to a new facility, is void. (Ord. No. 2186, § 2, 2009.)

30.30 Best management practices required.

All FSEs shall implement best management practices in its operation to minimize the discharge of FOG to the sewer system.

(a) Installation of Drain Screens. Drain screens shall be installed on all draining pipes in food preparation areas. Clean drain screens frequently by placing the collected material in the garbage.

(b) Disposal of Food Waste. All food waste shall be disposed of directly into the trash or garbage and not in sinks.

(c) Segregation and Collection of Waste Cooking Oil. Licensed waste haulers or an approved recycling facility must be used to dispose of waste cooking oil.

(d) Maintenance of Kitchen Exhaust Filters. Filters shall be cleaned as frequently as necessary to be maintained in good operating condition. The wastewater generated from cleaning the exhaust filters shall be disposed properly.

(e) Kitchen Signage. Best management and waste minimization practices shall be posted conspicuously in the food preparation and dishwashing areas at all times.

(f) Employee Training. Employees of the food service establishment shall be trained by ownership within one hundred eighty days of notification, and twice each calendar year thereafter, on the following subjects:

- (1) How to "dry wipe" pots, pans, dishware, and work area before washing to remove grease;
- (2) How to properly dispose of food waste and solids in enclosed plastic bags prior to disposal in trash bins or containers to prevent leaking and odors;
- (3) The location and use of absorption products to clean under fryer baskets and other locations where grease may be spilled or dripped;
- (4) How to properly dispose of grease or oils from cooking equipment into a grease receptacle such as a barrel or drum without spilling.

Training shall be documented and employee signatures retained indicating each employee's attendance and understanding of the practices reviewed. Training records shall be available for review at any reasonable time by or other authorized inspector. (Ord. No. 2186, § 2, 2009.)

30.31 FSEs FOG pretreatment required.

FSEs shall install an approved grease control device and regularly maintain it so as to prevent excessive discharges of grease and oil into the public sewer. Exceptions to the installation of a grease and oil interceptor shall be determined on a case-by-case basis by the director. (Ord. No. 2186, § 2, 2009.)

30.32 FOG pretreatment required for new construction of food service establishments.

All new construction of food service establishments and those undergoing a significant remodel shall install a grease interceptor prior to commencing discharge of wastewater to sewer system. (Ord. No. 2186, § 2, 2009.)

30.33 Variance and waiver of grease interceptor requirement.

(a) Variance from Grease Interceptor Requirements. A variance or a conditional waiver from the grease interceptor requirements on such terms and conditions as may be established by the director, consistent with the requirements of the sewer WDRs, the city's FOG control program, and best construction, engineering, environmental and health and safety practices, to: (1) allow alternative pretreatment technology that is, at least, equally effective in controlling the FOG discharge in lieu of a grease interceptor, may be granted by the

director to FSEs demonstrating to the director's satisfaction that it is impossible to install, operate or maintain a grease interceptor; or (2) where the FSE demonstrates to the director's satisfaction that any FOG discharge from the FSE is negligible and will have an insignificant impact to the sewer system.

(b) Waiver from Grease Interceptor Installation with a Grease Disposal Mitigation Fee. For FSEs where the installation of grease interceptor is not feasible and no equivalent alternative pretreatment can be installed, a waiver from the grease interceptor requirement may be granted with the imposition of a grease disposal mitigation fee as described in section 30.34. The director's determination to grant the waiver with a grease disposal mitigation fee will be based upon such considerations that the director determines to be appropriate and consistent with the sewer WDRs, the city's FOG control program, and best construction, engineering, environmental and health and safety practices. Provided, however, that a grease interceptor will be installed when the FSE undergoes a significant remodel. No discretionary permit, including but not limited to a conditional use permit, shall be issued to a FSE unless the applicant can demonstrate that a grease interceptor has been or will be installed at the FSE.

(c) Application for Waiver or Variance of Requirement for Grease Interceptor. A FSE may submit an application for waiver or variance from the grease interceptor requirement to the director. Terms and conditions for issuance of a variance to a FSE shall be set forth in the permit. A waiver or variance may be revoked at any time when any of the terms and conditions for its issuance is not satisfied or if the conditions upon which the waiver was based change so that the justification for the waiver no longer exists. (Ord. No. 2186, § 2, 2009.)

30.34 Grease disposal mitigation fee.

(a) FSEs that operate without a grease control interceptor may be required to pay an annual grease disposal mitigation fee to equitably cover the costs of increased maintenance and administration of the sewer system as a result of the FSEs' inability to adequately remove FOG from its wastewater discharge. This section shall not be interpreted to allow a new FSE, or existing FSEs undergoing remodeling or change in operations, to operate without an approved grease interceptor unless the director has determined that it is impossible to install or operate a grease control interceptor for the FSE under the provisions of this chapter.

(b) The grease disposal mitigation fee shall be established by resolution of the city council, and shall be based on the estimated annual increased cost of maintaining the sewer system for inspection and removal of FOG and other viscous or solidifying agents attributable to the FSE resulting from the lack of a grease interceptor or grease control device and such other costs that the city council considers appropriate.

(c) The grease disposal mitigation fee may not be waived or reduced when the FSE does not comply with the minimum requirements of this chapter. (Ord. No. 2186, § 2, 2009.)

30.35 Grease interceptor maintenance requirements.

(a) Grease interceptors shall be maintained in efficient operating condition by periodic removal of the full content of the interceptor which includes wastewater, accumulated FOG, floating materials, sludge and solids.

(b) Wastewater, accumulated FOG, floating material, sludge/solids, and other materials removed from the grease interceptor shall be disposed off site properly by waste haulers in accordance with federal, state and/or local laws.

(c) Grease interceptors shall be fully pumped out and cleaned on a quarterly basis. The agency may change the maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the FOG control program. Based on the actual generation of FOG from the food service establishment, the maintenance frequency may increase or decrease.

(d) The permittee shall be required to keep all documents identified by the director relating to its compliance with this chapter, including manifests, receipts and invoices of all cleaning, maintenance, grease removal off/from the grease control device, disposal carrier and disposal site location for no less than two years. The permittee shall, upon request, make the manifests, receipts and invoices available to any city representative, or inspector.

(e) If the grease interceptor, at any time, contains excess FOG and solids accumulation the FSE shall be required to have the grease interceptor serviced immediately such that all fats, oils, grease, sludge, and other materials are completely removed from the grease interceptor. If deemed necessary, the director may also increase the maintenance frequency of the grease interceptor from the current frequency. (Ord. No. 2186, § 2, 2009.)

30.36 FOG inspections.

The director, or representative, shall be authorized at any reasonable time to enter the premises of any discharger to determine compliance with the provisions of this chapter; such inspection may include but not be limited to: inspection, sampling, monitoring, review, photograph, videotape and copy of any records, reports, test results or other data, wastes, chemicals, storage areas, storage containers, waste generating processes, treatment facilities and discharge locations. (Ord. No. 2186, § 2, 2009.)

30.37 FOG inspections fees.

The amount of FOG inspections fee shall be established by resolution of the city council as amended from time to time in accordance with provisions of this chapter. (Ord. No. 2186, § 2, 2009.)



City Council Agenda Report

ITEM NO. 13

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

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

SUBJECT: **2022 Urban Community Drought Relief Grant Program Resolution**

Recommendation

It is recommended that the City Council:

1. Adopt a resolution authoring the grant application, acceptance, and execution for the City of South Pasadena Drought Resiliency Projects;
2. Authorize the City Manager, or her designee to prepare and file an application for funding with the Department of Water Resources 2022 Urban Community Drought Relief Grant Program;
3. Execute the funding agreement with the Department of Water Resources and any amendments thereto, and submit any required documents, invoices, and reports required to obtain grant funding.

Background

In June 2022, the California legislature amended the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to allocate an additional \$545 million to the California Department of Water Resources (DWR) to award grants for drought relief. These grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, to secure the future of California's water supply, and to protect fish and wildlife resources. DWR was allocated \$200 million for Urban Communities, \$75 million for Conservation for Urban Suppliers, \$75 million for Turf Replacement, and \$100 million for the Small Community Drought Relief Program. DWR is combining a portion of the Urban Community, Conservation for Urban Suppliers, and Turf Replacement Funding into a \$300 million program for Urban Community Drought Relief Funding. Grant solicitation opened in the Fall 2022, and applications are due in January 2023.

Analysis

The drought funding guidelines and proposal solicitation package lists multiple types of eligible projects, including projects that support immediate drought response, drought resilience planning, enhance local supply and climate resilience through source watershed improvements, hauled water, and construction or installation of recycled

water projects that provide immediate relief to potable water supplies, and other projects that support immediate drought response.

The City plans to submit funding requests for several projects under the Urban Community Drought Relief Program, including the City Hall Stormwater Direct Use Project, the City of South Pasadena Reclaimed Water Supply Project, and the Huntington Drive Regional Green Street Project. The City Hall Stormwater Direct Use Project proposes to install stormwater capture cisterns and water efficiency equipment in and around City Hall parking lots, as well as drainage improvements in the surrounding area to redirect stormwater runoff to the cisterns. The City of South Pasadena Reclaimed Water Supply Project proposes to construct a recycled water pipeline between the City of Montebello and the City of South Pasadena to provide non-potable water supply to green spaces in the City, and other municipalities along the pipeline route. The Huntington Drive Regional Green Street Project proposes to develop a green street along Huntington Drive that would collect dry-weather and wet-weather water runoff for beneficial reuse from the street network on the east side of the City. Projects funded under the program must be completed by December 2026.

Fiscal Impact

Approximately \$300 million is available from the Department of Water Resources in this solicitation for funding. The City plans to submit a funding request for at least \$15 million for the projects described above. The program requires a minimum non-state cost share of 25% of the total application costs.

Attachment: Draft Resolution

ATTACHMENT
Draft Resolution

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CITY OF SOUTH PASADENA DROUGHT RESILIENCY PROJECTS

WHEREAS, the City of South Pasadena proposes to implement Drought Resiliency Projects; and

WHEREAS, the City of South Pasadena has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of South Pasadena intends to apply for grant funding from the California Department of Water Resources for Drought Resiliency Projects.

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

SECTION 1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the City of South Pasadena City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.

SECTION 2. The City of South Pasadena City Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

SECTION 3. The City of South Pasadena City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

SECTION 4. 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 21st day of December, 2022.

Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Desiree Jimenez, CMC
Chief City Clerk

Andrew L. Jared, City Attorney

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st day of December 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Desiree Jimenez, CMC
Chief City Clerk



City Council Agenda Report

ITEM NO. 14

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *Ae*

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

SUBJECT: **Authorize a Third Contract Amendment for Interim Landscaping Services with LandCare through March 31, 2023 for a Monthly Maximum Amount of \$37,357.96**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment for interim landscaping services with LandCare, for a total monthly amount not to exceed \$37,357.96.

Background

LandCare has provided landscaping maintenance throughout South Pasadena at parks, medians, facilities, and grounds through a Maintenance Agreement with the City since 2018. The City's current agreement for such services with LandCare expires on December 31, 2022. On November 7, 2022, the City requested proposals to provide Citywide Landscaping Services, and accepted bids through November 30, 2022. The City is in the process of finalizing the review of bid proposals received from landscaping contractors. In the interim, the City proposes to execute a bridge agreement (Attachment 1) with LandCare to continue providing scheduled landscaping services until a new contract is awarded.

Analysis

On July 16, 2014, the City Council authorized the award of a contract to TruGreen LandCare, now known as LandCare, for the provision of landscape services. The initial contract had a duration from July 16, 2014 through July 31, 2017. On November 15, 2017, the City Council approved another three-year contract (Agreement) with LandCare to perform landscape maintenance services for an amount of \$25,428.15 per month, with an option for one two-year extension. On August 15, 2018, the City entered into a first amendment to the Agreement with LandCare to include maintenance at the newly constructed Arroyo Seco Bicycle and Pedestrian Trail for a total monthly maximum amount of \$25,738.15. On March 15, 2021, the City entered into a second amendment to extend the Agreement through December 31, 2022 for a total monthly maximum amount of \$25,870.68. This third contract amendment would provide landscape maintenance services for a total monthly maximum amount of \$37,357.96 through the third quarter of

Fiscal Year (FY) 2022-23, from January 2023 through March 2023, while staff continues to finalize a new contract for City Council approval.

Fiscal Impact

Adequate funding for this bridge agreement is available in the FY 2022-23 adopted budget for landscape maintenance services including \$448,000 appropriated to Park Maintenance Contract Services Account No. 101-6010-6410-8180-000, \$131,250 appropriated to Median Strips Contract Services Account No. 215-6010-6416-8180-000, \$15,000 appropriated from Prop 'A' Maintenance Account No. 232-6010-6417-8180-000, and \$24,000 Water Distribution Contract Services Account No. 500-6010-6710-8180-000, for a total of \$618,250 of available funding. To date, \$48,708.18 of this amount has been expended for landscaping services in the current fiscal year.

Environmental Analysis

This item is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachments

1. Proposed Third Amendment to Maintenance Agreement with LandCare
2. LandCare Approved Maintenance Agreement
3. First and Second Contract Amendments with LandCare

ATTACHMENT 1

Proposed Third Amendment to Maintenance Agreement
with LandCare

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**THIRD AMENDMENT TO
MAINTENANCE AGREEMENT**

THIS AMENDMENT (“Amendment”) is made on this 22nd day of December 2022, by and between the CITY OF SOUTH PASADENA (“CITY”) and LANDCARE (“CONTRACTOR”).

RECITALS

WHEREAS, on January 23, 2018, the City entered an agreement with the Contractor, to provide landscape maintenance throughout South Pasadena at parks, medians, facilities, and grounds for a total monthly maximum amount of \$25,428.15; and

WHEREAS, on August 15, 2018, the city entered a first amendment agreement with the Contractor to include maintenance at the newly constructed Arroyo Seco Bicycle and Pedestrian Trail for a total monthly maximum amount of \$25,738.15; and

WHEREAS, On March 15, 2021; the city entered a second agreement on the same terms as set forth in the Agreement and the First Amendment for an additional two years, through December 31, 2022 for a total monthly maximum amount of \$25,870.68; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the Maximum Amount of the Agreement, as amended, unless the City has given specific advance approval in writing; and

WHEREAS, it is recommended Contractor continue to perform landscape maintenance services for the City during an interim period in the third quarter of Fiscal Year 2022-2023; and

WHEREAS, the costs for said services, on an as-needed basis, shall be in an amount not to exceed a total monthly maximum amount of \$37,357.96.

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

1. That Section 3.3 “Maximum Amount” of the Agreement is amended to read as follows: The highest total compensation and costs payable to the Contractor by the City under this Agreement; The Maximum Amount under

this Agreement is thirty-seven thousand and three-hundred fifty-seven dollars and ninety-six cents (\$37,357.96) per month.

2. That Section 3.5 "Termination Date" of the Agreement is amended to March 31, 2023.
3. That Section 14 "Notices" is amended to read:

If to City:

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

If to Contractor

Nick Patterson
LandCare
4134 Temple City Blvd.
Rosemead, CA 91770
Telephone: (626) 377-4845

With courtesy copy to:

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

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

“City”
City of South Pasadena

“Contractor”
Landcare

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Desiree Jimenez, CMC
Chief City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

ATTACHMENT 2
LandCare Approved Maintenance Agreement

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / LandCare)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and LandCare (“Contractor”).

2. RECITALS

- 2.1.** City has determined that it requires the following recurring maintenance services from a contractor: Landscape maintenance of City parks, medians, facilities, and grounds, as described herein.
- 2.2.** Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1.** “Scope of Services”: Such maintenance services as are set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2.** “Agreement Administrator”: The Agreement Administrator for this project is Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3.** “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is twenty five thousand four hundred twenty eight dollars and fifteen cents (\$25,428.15) per month. Breakdown of the cost of each item is included in the Contractor’s Bid

Proposal and Rate Sheet attached hereto as Exhibit B and incorporated herein by this reference.

3.4. "Commencement Date": January 1, 2018.

3.5. "Termination Date": December 31, 2020.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. The contract may be extended for an additional two years under the same terms and conditions at the sole discretion of the City Manager or his/her representative, unless earlier terminated as provided in Section 16 herein. If the City desires to exercise the two year renewal option, the City shall notify the Contractor in writing. If the Contractor desires to adjust the rates as set forth in Exhibit B for such extension period, Contractor shall give City written notice sixty (60) days in advance for such adjustment. In no case shall said adjustment exceed the increase (or decrease) represented by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside standard Metropolitan Statistical Area ("Index") for September of the term then expiring from the Index for September one year prior thereto.

5. CONTRACTOR'S DUTIES

5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. No additional work should be performed unless otherwise authorized by the City in writing.

5.2. **Performance to Satisfaction of City:** Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Contractor agrees that the services 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 Agreement Administrator or their designee. If the quality of the work is not satisfactory, the City in its sole discretion has the right to:

- Meet with the Contractor to review the quality of the work and resolve the matter of concern;

- Require the Contractor to repeat the work at no additional fee until satisfactory; and/or
 - Terminate the Agreement as hereinafter set forth.
- 5.3. Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 5.4. Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.5. Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.6. Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.7. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Cody Martin shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.8. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.9. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

- 5.10. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.11. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.
- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors

performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

8. LABOR CODE

- 8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day,

or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. Independent Contractor Status. Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

10.4. Indemnification of CalPERS Determination. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor’s behalf.
- 11.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor’s indemnification obligations apply regardless of whether or not any insurance policies

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

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

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

- 12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker’s Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.8. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed

operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.13. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City:

Paul Toor, Public Works Director
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

Cody Martin
LandCare
4134 Temple City Blvd.
Rosemead, CA 91770
Telephone: (818) 669-2804
Facsimile: (626) 376-9176

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

18. GENERAL PROVISIONS

- 18.1. Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

- 18.2. Conflicts of Interest.** Contractor warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.4. Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or

Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 18.10. Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"

City of South Pasadena

By: *Stephanie Denouffe*
Signature

Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 1/23/18

"Contractor"

LandCare

By: *Donald A. Cuesy*
Signature

Printed: DONALD A. CUESY

Title: REGIONAL VICE PRESIDENT

Date: 11/12/2017

Attest:

By: *Evelyn G. Zneimer*
Evelyn G. Zneimer, City Clerk

Date: 11/15/2017

Approved as to form:

By: *Teresa L. Highsmith*
Teresa L. Highsmith, City Attorney

Date: 01/17/2018

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 11/12/2017



Signature
Donald A. Cury

Printed Name
REGIONAL VICE PRESIDENT

Title

Exhibit A Scope of Services

SCOPE OF SERVICE

Contractor shall perform completely all work and incidentals appurtenant to the Specifications of the contract. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

The landscape maintenance shall include complete responsibility for proper care of all landscaping; i.e., irrigation systems, shrubs, lawns, groundcovers and planting of whatever nature occurring on said premises and further described herein; and shall include performance of such services as watering, trimming, pruning, edging, mowing lawns, fertilizing, cultivating, insect and rodent control, weed control, re-sodding and seeding, staking and guying, cleanup of sidewalks and walks, including all items considered related to the performance of landscape maintenance.

REQUIRED QUALIFICATIONS

The firm must hold a valid State of California Contractor's License (C27), current OSHA certification for all aerial devices to be used during these services, and a Qualified Application License. These provisions must be provided at time of proposal submission and be kept current throughout the entirety of the contract.

Persons performing the work outlined in the contract must be qualified and trained in the landscape maintenance industry. The use of subcontractors is not allowed except for one time specialized services. The subcontractor must be approved by the City prior to performing any work. The Contractor shall also maintain at least one (1) English-speaking foreman on-site at all times.

The firm must submit to the City a "Quality Control Plan". The Quality Control Plan shall provide the City with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

SAFETY

Contractor shall comply with Standards of OSHA, CAL OSHA and the American National Standard Institute (ANSI), Z 133.1-1988 Safety requirements including any City special conditions.

CLEAN UP

1. Each day's scheduled work shall be completed and cleaned up, and under no circumstances shall any brush, leaves, debris, trucks or equipment be left on the street or on public property overnight without authorization from the Director of Public Works of his/her authorized representative.
2. The Director of Public Works, or his/her authorized representative, shall be the sole judge as to the adequacy of the cleanup and will have the authority to direct further clean up with results the same day. This may include use of City staff on overtime, which will result in costs deducted from contractor's billing.
3. Contractor shall be responsible for the protection of all improvements adjacent to the work areas, including, but not limited to, sprinkler systems, drain pipes, lawns, plantings, brick or masonry work, mailboxes, lights, fences, walls, sidewalks, street paving, etc. located on either public or private property. If any improvements are removed or damaged, other than those scheduled for removal, then such improvements shall be replaced in kind at contractor's expense without cost to the City, and to the entire satisfaction of City staff and/or property owner no later than five (5) working days from date of damage.

DISPOSAL OF MATERIALS

1. All green waste produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. Weight slips will be required as proof of final disposal and must be submitted with each demand for payment.
2. Reducing will include, but not limited to, chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a tub grinding and mulching program and proof of such will be provided with each demand for payment, including tonnage information for materials diverted to this program.
3. Reusing will include, but not limited to, using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, Contractor is to provide to the City documentation (with each demand for payment) from the property owner indicating location and amount of material that will be used, including tonnage information of material diverted to this program.
4. Recycling will include, but not limited to, firewood that is too large to be chipped, ground or shredded for use as mulch. Transformation will include, but not be limited to, firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, the Contractor must provide to the City proof of such operation with each demand for payment, including tonnage of wood diverted to this program.

INSPECTION

1. The City's representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of materials and equipment used and employed in the work.
2. Inspection of the work shall not relieve the Contractor of any of his/her obligation to fulfill the contract and/or complete the project as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the City's representative and accepted for payment.
3. Monthly quality inspections will be completed by the City representative. Any work found to be unacceptable will be noted in writing. Upon receipt of said letter noting these deficiencies, the Contractor shall make a reasonable good faith effort to correct the deficiencies as determined by the City's representative within a reasonable period not to exceed five (5) working days from notification. After this time period, if unacceptable conditions still exist, the City reserves the right to address the deficiencies at the contractor's expense and/or deduct payment or terminate the contract immediately.

SCHEDULE OF WORK AND HOURS OF OPERATION

1. Contractor will be required to be available on the contract Commencement Date. Contractor shall, prior to commencing work, submit and gain approval of a monthly work schedule indicating the order, location and completion of work based on the information provided by the Park Supervisor or Public Works Operations Manager.
2. Contractor will notify the City of any schedule of landscape maintenance operation at least 24 hours in advance. Should the Contractor discontinue work for any reason, the City must be notified immediately as to the rationale behind the shut-down and the restarting date of operations. Hazardous conditions must be reported to the Park Supervisor or Public Works Operations Manager immediately.
3. The general hours of operations shall be 8:00 a.m. to 4:30 p.m. with respect to any chipping, blowing, cutting or other operations generating harsh or unusual noise. The days of operations shall be Monday through Friday with the exception of the items listed as weekend and Holiday services. Contractor shall schedule operations in accordance with the City's representative.
4. In addition, the Contractor, field lead person or foreperson shall meet with the City's representative each Monday between 7:00 and 7:30 a.m. or any other specified time for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job.

5. Work missed due to inclement weather will need to be made up or alternate work will be done on those days or payment will not be made.

REPORTS

1. A monthly work schedule agenda must be submitted and accepted by the Park Supervisor and/or Public Works Operations Manager one month prior to the commencement of each working month and shall include the tasks and materials for each item.
2. All concerns and/or reports addressing needs at any location must be submitted in writing. This report must be a standard format for use exclusively for reporting deficiencies to the City by the contractor.
3. A landscape audit will be completed and submitted quarterly to the City. The Contractor shall have on staff or arrange an independent auditor approved by the City to perform these audits

CHANGES

The City may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this contract, prices for such additions shall be in accordance with the Contractor's rate sheet. No additional work should be performed unless otherwise authorized by the City in writing.

INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of the selected firm's response are to be incorporated, in total, into the contract.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

RECORDS AND REPORTS

Contractor shall prepare and submit to the Park Supervisor/Public Works Operations Manager such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Park Supervisor/Public Works Operations Manager to evaluate the performance of such services. The Park Supervisor/Public Works Operations Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Park Supervisor/Public Works Operations Manager upon the termination of this Agreement, and Contractor shall have no claim for further compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Park Supervisor/Public Works Operations Manager.

SPECIAL PROVISIONS

1.00 INTRODUCTION

These Special Provisions are intended to apply to the scope of work specified in each contract item, as described herein, where each type of landscaping might exist or be placed in the future.

1.01 CONTRACT ITEMS

The contract items cover landscape maintenance at the following parks, sports fields, facilities, trails, medians or locations:

I. PARKS & TRAILS

Garfield Park

Arroyo Park

Eddie Park

Heritage Park (including Meridian Median between Mission St. and El Centro St.)

Library Park

War Memorial Park

Arroyo Seco Woodland and Wildlife Park
Via del Rey entrance parks (both sides of Via del Rey at Monterey Road)
Via del Rey cul-de-sac park (at Camino Verde)
San Pasqual Park
Dog Park
Demonstration Garden
Arroyo Drive Trail (110 Freeway to Pasadena Ave.)
South Pasadena Freeway Sign & Trail
Snake Trail (between Rollin and Flores De Oro)
Stoney Drive Trail

II. SPORTS FIELDS

Burke, Clarich and Nelson Fields
Arroyo Park South Field
Orange Grove Park and Service Facility

III. CITY FACILITIES

Civic Center and Parking Lots
San Pasqual House

IV. WATER FACILITIES

Garfield Reservoir, 416 Garfield Ave., South Pasadena, CA
Grand Reservoir, 624 Hermosa Ave., South Pasadena, CA
Westside Reservoir, 820 Glen Place, South Pasadena, CA
Kolle Pump House, 1217 Kolle Ave., South Pasadena, CA
Raymond Tank, 1648 Raymond Hill Rd., South Pasadena, CA
Bilicke Tank, 700 La Portada St., South Pasadena, CA
Wilson Reservoir, 545 Adelyn Dr., San Gabriel, CA
Wilson Well 2, 311 Bradbury Dr., San Gabriel, CA
Graves Reservoir, 2225 El Molino Ave., San Marino, CA

V. MEDIANS & EASEMENTS

Goldline Landscaping along Hawthorne St. Parkway (between Orange Grove Ave. and Pasadena Ave.)
Huntington Drive Medians (between Alhambra Rd. and Garfield Ave.)
Fair Oaks Ave. Medians (between Huntington Dr. and Columbia St.)
Huntington Drive and Fair Oaks Ave. Intersection Medians
Monterey Rd. Medians (between Orange Grove Ave. and Brent Ave.)
Monterey Rd. Medians (at Pasadena Ave.)

Pasadena Ave. Medians (between York Blvd. bridge and Monterey Rd.)
Pasadena Avenue (between City Limits and Sycamore Ave.)
Camden Court Medians (between Oak St. and Court Ave.)
El Cerrito Circle Island
Stratford Circle Island
Raymondale Dr. Medians
Fletcher Ave. Islands (between Oak St. and Huntington Dr.)
Orange Grove Ave. Medians (between Charter Oak St. and Columbia St.)
Orange Grove Ave. Parkway on Westside of street (between Oliver St. and Sterling Pl.)
Median at the end of Sterling Pl.
State Street Medians
State Street Parkways
Mound and El Centro Parkway
Stoney Drive Easement

1.02 SCOPE

- A. Contractor shall perform completely all work and incidentals appurtenant to each paragraph of this section of the specifications. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned if indicated, perform each operation described and provide all necessary labor, equipment, materials and incidentals.
- B. The landscape maintenance shall include complete responsibility for proper care of all landscaping; i.e., irrigation systems, shrubs, lawns, groundcovers and planting of whatever nature occurring on said premises and further described herein; and shall include performance of such services as watering, trimming, pruning, edging, mowing lawns, fertilizing, cultivating, insect and rodent control, weed control, resodding and seeding, staking and guying, cleanup of sidewalks and walks, including all items considered related to the performance of landscape maintenance. All chemicals used in the everyday course of landscape maintenance need to be green friendly.
- C. All of Contractor's personnel assigned to work on any City Parks, medians, grounds and facilities shall undergo American Green Zone Alliance (AGZA) or equivalent accreditation and training which will be provided by the City. This training shall cover the safety and efficient operation of electric equipment, proper storage and charging procedures of electric equipment, competency training for trouble shooting and basic maintenance and repair of electric equipment.
- D. The Contractor shall also maintain at least one (1) English-speaking foreman on-site at all times. The minimum total regular crew size shall be a minimum of five (5) full time

equivalent regular staff members. In addition to the regular staff members the Contractor must have an irrigation technician and representative from the management team available to provide services as required in the Special Provisions.

1.03 MATERIALS

A. Commercial Fertilizer:

1. Shall be blended for use as specified and may be combined with fungicides, herbicides and insecticides as covered in these specifications. All to be delivered to the job in original sealed packages, with labels attached showing analysis.
2. Sports fields, fertilizer information is included in Tables II, III and IV outlining the field maintenance plans.
3. Iron, Sequestrene, Iron Chelates, pelletized sulfur.

B. Equipment:

1. All tools and equipment shall be furnished by Contractor and shall be sufficient in number and design to be capable of effective and efficient discharge of work to be performed. Cutting tools shall be maintained in sharpened condition. The City will not be providing any tools or equipment for the Contractor to perform any service. All tools and equipment to be furnished by the Contractor.
2. Unsatisfactory equipment shall be repaired or replaced. Obsolete, broken equipment of any kind shall be removed from the premises.
3. Tools and equipment shall be maintained in clean condition to avoid spread of weeds.
4. Lawns and sports fields shall be mowed with rotor mowers. Mower blades shall be kept sharp and clean.
5. City of South Pasadena Municipal Code 19A.12 provides for the use of leaf blowers and other power yard maintenance equipment as relates to hours of operation, noise and dust control.
6. All landscape maintenance equipment shall be battery-powered cordless electric type, 100% emission free equipment. Contractor shall have sufficient batteries and equipment to complete the daily required work load to complete the scope of services. No outdated,

polluting power equipment shall be used. Contractor may not use a stand-alone generator to charge batteries in the City Parks or City Facilities. In case of an emergency, Contractor may use City power outlets to charge the batteries with written permission from the Parks Supervisor or Public Works Operations Manager.

7. Lawn Mowing Equipment: Contractor shall supply battery powered turf mowers with six (6) to eight (8) hours of run time battery capacity per day, under load. Contractor shall supply one of the combinations below of mowing equipment in order to complete the mowing service required:

- a. Two (2) 60-inch zero turn lawnmowers
- b. One (1) 60-inch zero turn lawnmower and one (1) 52-inch zero turn lawnmower
- c. One (1) 60-inch zero turn lawnmower and one (1) 48-inch zero turn lawnmower

8. Contractor's Vehicles: While working on City facilities and grounds, the Contractor shall have a magnet placed on both sides of each vehicle identifying "Contractor for the City of South Pasadena". Magnet shall be legible by vehicles passing by the Contractor's vehicle. The Contractor shall submit a proof for City approval before ordering the magnet for their vehicles.

9. Gas Allowance: Gas-powered equipment can be used for occasional non-routine tasks for which no commercially available electric equipment exists. For example, dethatching aeration in the fall, heavy tree trimming, rototilling compacted areas at playgrounds, and controlling invasive warm season grasses throughout the City. Gas equipment may also be used for contracted enhancement work that required heavy machinery. The use of gas powered equipment must be approved in writing 48 hours in advance of use by the Public Works Director. Below is a summary of the tasks that may require the use of gas-powered equipment:

- a. Dethatching, aeration: If needed, Contractor may use a gas-powered zero turn mower once a year in the fall for scalping and dethatching purposes. If needed, Contractor may use a gas powered aerator in the fall for aerating purposes.
- b. Invasive warm season grasses: If needed, Contractor may use gas-powered zero turn once a year in the spring or summer months to control growth of invasive warm season turf.
- c. Heavy tree trimming: If Contractor is required to perform heavy and substantial tree trimming, vender will be allowed to use gas-powered chain saws as needed to complete the enhancement job if an expedited and professional manner. Gas blowers may not be used for cleanup of heavy and substantial tree trimming jobs.
- d. Pressure washer may be gas but shall meet California Air Resources Control

Board Tier 2 compliance.

- e. Theft of equipment fleet: The Contractor agrees that in the event of theft of electric equipment that the Contractor will be granted a five day grace period to replace the equipment and can utilize gas equipment during the grace period. The City must be notified in the event of the theft and the Contractor shall provide the City with a plan to replace the stolen equipment within the five day grace period.

C. Material:

- 1. Grass seed for common (non-sportsfield) turf areas shall be fresh, clean, new crop seed, pre-mixed by mechanical mixer to proportions specified, with minimum purity and germination as follows:

Name	Purity	Germination
Bonsai 2000	98%	90%
Millennium Dwarf	98%	90%
Wildfire Dwarf	98%	90%

Seeding rate: 7 pounds per 1000 square feet. 300 pounds per acre.

Seed type: **Stover Triple Crown Dwarf**

- 2. Grass seed for sportsfield turf areas shall be fresh, clean, new crop seed, pre-mixed by mechanical mixer to proportions specified, with minimum purity and germination as follows:

Name	Purity	Germination
Affinity Perennial Ryegrass	98%	90%
Evening Shade Perennial Ryegrass	98%	90%
Manhattan 4 Perennial Ryegrass	98%	90%
Improved Sultan Bermudagrass	98%	90%

Seeding rate: 8.5 pounds per 1000 square feet. 350 pounds per acre.

Seed type: **Stover Pro Sportsfield Supreme**

Fungicides, Herbicides and Insecticides: Shall be recognized brands in general use, approved and complying with all agencies - local, state and federal. All chemicals used in the everyday course of landscape maintenance need to be green friendly.

- 3. Irrigation System: Shall have matching precipitation. Water efficient nozzles should be

used wherever feasible. Weather Based Irrigation Controllers should be utilized at all parks in an effort to water efficiently.

4. Plant Materials: When not provided by the City, shall be best quality, new stock of size and kinds noted on plans or in other written instructions from the City. Priority selection to drought tolerant plants when and wherever appropriate.
5. Topsoil: Shall be fertile, sandy loam, free from noxious weeds, debris and toxic quantities of mineral salts.
6. Tree Stakes: From time to time, installation of stakes shall be required for tall and new trees. Upkeep of these stakes, including moving the stakes and/or loosening the ties, also required.
7. Tie Materials: Tree ties shall be V.I.T. Twist brace "Nail Bracket Style" with wood screws used to attach to lodge poles..

1.04 PLANT REPLACEMENT

Existing planting requiring replacement or relocation due to changes in existing premises, vandalism or from causes due to nature of operations, major accidents or Acts of God, will be replaced by City at its expense or handled under separate agreement. New plantings conceived will be handled under separate agreement. Contractor shall have its own nursery in order to maintain the highest quality plant material available or should have access to a reputable nursery in good standing.

1.05 PLANT REPLACEMENT LIABILITY

Where proven neglect on the part of Contractor or his employees have caused damage to planting through improper use of insecticides, herbicides, watering, failure to control rodents, gophers, insects, use of tools and mechanical equipment, conveyances, or through general neglect, Contractor shall repair or replace such damaged planting at his own expense to the satisfaction of City.

1.06 CLEAN UP/TRASH REMOVAL/ENVIRONMENT

- A. In general, Contractor shall see that the premises are kept neat and clean of foreign debris, however deposited, whether by winds, persons entering or passing by premises, or careless persons. Clean up shall consist of removal of all debris, papers, weeds, cut grass, and removal of fallen limbs when needed on a weekly basis. Weeds growing at curb and sidewalk joints shall be removed. Sidewalks and walks shall be swept at least once a

week.

- B. Contractor shall clean up after his own work and deposit all debris in containers for removal from the premises. Contractor shall not permit debris to accumulate anywhere on the site. Debris and material generated by Contractor shall be removed from the site by Contractor.
- C. Contractor shall pick up the trash at City parks, sport fields and facilities listed in the Contractor's proposal (Exhibit B). Contractor shall supply trash liner bags.
- D. On weekends and Holidays, Contractor shall perform two trash pickups at Garfield, Arroyo and Orange Grove Park gazebo areas (three locations). Below is the schedule for the weekend and holiday trash pickups:
 - a. November 1 through March 31: Morning trash pickup at all three locations shall be completed before 9:00 am. Afternoon trash pickup at all three locations shall be completed between 12:00 pm and 1:00 pm.
 - b. April 1 through October 31: Morning trash pickup at all three locations shall be completed before 10:00 am. Afternoon trash pickup at all three locations shall be completed between 1:00 pm and 2:00 pm.
- E. No trash, including but not limited to bottles, cans, paper, leaves, tree branches, and/or grass shall be swept or blown into the city's storm drains. In accordance with the state of California's municipal separate storm sewer systems (MS4s), nothing but rain down our drains. When using fertilizers and chemicals, Contractor shall be mindful of not allowing spray or runoff of chemicals into our gutters and down our storm drains.
- F. Contractor shall dispose of a trash generated as part of services in City provided containers at the City service yard located at Stoney Drive and Lohman Lane. At no time shall trash be dumped on the ground of the City service yard unless there are no containers available and Contractor receives approval from the City representative.

1.07 IRRIGATION SYSTEMS - RESPONSIBILITY, MAINTENANCE, WATERING

After the award of each contract, the Contractor shall inspect and test each irrigation system under this contract and shall promptly inform the City of all deficiencies. The City shall then repair such systems, using either its own forces or that of a Contractor (not necessarily the successful bidder), and shall then turn the system over to the Contractor. The Contractor will be responsible for maintaining the system at that level of service from that time forward. The Contractor must have a separate irrigation management division or similar capabilities in order to properly manage a City Irrigation System.

- A. Facilities:

<u>Contract Item</u>	<u>Facility</u>	<u>System</u>
I.	<u>PARKS & TRAILS</u>	
	Garfield Park	Automatic
	Arroyo Park	Automatic
	Eddie Park	Quick couplers with automatic sprinklers in the parking strips.
	Heritage Park (including Meridian Median between Mission St. and El Centro St.)	Automatic

<u>Contract Item</u>	<u>Facility</u>	<u>System</u>
	Library Park	Automatic
	War Memorial Park	Automatic
	Arroyo Seco Woodland and Wildlife Park	Automatic
	Via del Rey entrance parks (both sides of Via del Rey at Monterey Road)	Automatic
	Via del Rey cul-de-sac park (at Camino Verde)	Automatic
	San Pasqual Park	Automatic
	Dog Park	Automatic
	Demonstration Garden	Automatic
	Arroyo Drive Trail (110 Freeway to Pasadena Ave.)	None
	South Pasadena Freeway Sign & Trail	Automatic
	Snake Trail (between Rollin and Flores De Oro)	None
	Stoney Drive Trail	None

II. SPORTS FIELDS

Burke, Clarich and Nelson Fields	Automatic
Arroyo Park South Field	Automatic
Orange Grove Park and Service Facility	Automatic

III. CITY FACILITIES

Civic Center and Parking Lots	Automatic
San Pasqual House	Automatic

IV. WATER FACILITIES

Garfield Reservoir	Automatic
Grand Reservoir	Automatic

Westside Reservoir	None
Kolle Pump House	None
Raymond Tank	None
Bilicke Tank	None
Wilson Reservoir	Automatic
Wilson Well 2	None
Graves Reservoir	Automatic

V. MEDIANS AND EASEMENTS

Goldline Landscaping along Hawthorne St. Parkway (between Orange Grove Ave. and Pasadena Ave.)	Automatic
Huntington Drive Medians (between Alhambra Rd. and Garfield Ave.)	Automatic
Fair Oaks Ave. Medians (between Huntington Dr. and Columbia St.)	Automatic
Huntington Drive and Fair Oaks Ave. Intersection Medians	Automatic

<u>Contract Item</u>	<u>Facility</u>	<u>System</u>
	Monterey Rd .Medians (between Orange Grove Ave. and Brent Ave.)	Automatic
	Monterey Rd. Medians (at Pasadena Ave.)	Automatic
	Pasadena Ave. Medians (between York Blvd. bridge and Monterey Rd.)	Automatic
	Pasadena Avenue (between City Limits and Sycamore Ave.)	Automatic
	Camden Court Medians (between Oak St. and Court Ave.)	Automatic
	El Cerrito Circle Island	None
	Stratford Circle Island	None
	Raymondale Dr. Medians	Automatic
	Fletcher Ave. Islands (between Oak St. and Huntington Dr.)	Automatic
	Orange Grove Ave. Medians (between Charter Oak St. and Columbia St.)	Automatic

Orange Grove Ave. Parkway on Westside of street (between Oliver St. and Sterling Pl.)	Automatic
Median at the end of Sterling Pl.	Automatic
State Street Medians	Automatic
State Street Parkways	None
Mound and El Centro Parkway	None
Stoney Drive Easement	None

B. Methods:

1. Landscape areas are covered by irrigation systems, hose bibs, etc. All areas and planting pots shall be inspected on a weekly basis by the Contractor to ensure proper watering. In addition, Contractor shall test all stations at least weekly to make sure the system is running efficiently and not wasting water. The purposes of the test are to determine:

- (a) the proper operation of the system and
- (b) the need for repair to controllers, valves, risers, sprinkler heads, etc.

A written report on system problems shall be given to the Parks Supervisor or Public Works Operations Manager the following day. The sprinkler systems should not be depended upon solely to meet the total watering requirements under all conditions.

- 2. Valve boxes must be securely replaced when damaged and excessive wet or dry areas eliminated. A comprehensive report must be included with the written report on system problems on the following day.
- 3. Semi-automatic mechanical valve actuators have been provided at each valve for the Contractor's convenience. The "Watering Schedule" provided by City gives the number of minutes that each valve is to be set for at each time of watering. Contractor shall be responsible for setting timing of valve actuators to comply with said schedule. The Contractor is required to work with City staff to improve irrigation efficiency of the watering schedule.
- 4. Areas to be watered by hand shall receive adequate water, without flooding or creating bog like conditions, twice a week. Whenever using a hose, it must be equipped with a nozzle that has an on/off valve.
- 5. Watering days shall be scheduled so as not to inconvenience the on-site personnel or operations. City will provide Contractor with use schedule. Watering shall not be permitted to wet parked cars. Contractor shall be responsible to shut off the irrigation

system before it rains if rain is forecasted. Contractor can resume irrigating 48 hours after the rain has ceased.

6. Contractor shall water adequately as required for specific planting and seasonal changes, taking precautions not to create bog-like conditions.
7. During extremely hot weather and extended holiday periods, and during or following breakdown of systems or water supply, Contractor shall supply at his own expense the personnel required to adequately water all landscaped areas. Dry areas which develop in lawn or groundcover areas shall receive supplemental manual irrigation until such time as the condition is alleviated.

B. Maintenance:

Contractor shall be responsible for the complete operation and maintenance of the irrigation systems except as noted herein:

1. Contractor shall repair all broken hose bib risers, regularly inspect for and replace or repair all broken sprinkler risers, fitting, lines and sprinkler heads; remove foreign matter of any kind to insure proper operation of sprinklers; and flush lines when required to remove foreign matter from systems. Contractor shall have no responsibility for underground water main pipe lines, but Contractor shall be responsible for the maintenance of controllers, control valves, irrigation distribution lines, irrigation pressure lines, risers, swing joints and heads. Repair or replacements of controllers, control valves, anti-siphon valve, etc. require prior approval and supervision of City.
2. Contractor shall be responsible to report immediately to City any malfunction of mechanical valve actuators, anti-siphon valves, damages to mains and damages caused by others. During the period malfunctions exist, Contractor shall water manually by whatever means necessary. Dry conditions shall not be permitted to develop. Water mains shall not be turned off without prior authorization from City.
3. Contractor shall verify that pop-up sprinkler heads are in retracted position before mowing or edging lawns. Sprinkler heads damaged by mowers and edgers shall be replaced by Contractor at his expense. Lawns shall not be permitted to suffer due to head damage.
4. Grass shall be neatly trimmed away from sprinkler heads and valve boxes to insure proper operation. A circular cutter may be used for this purpose, but under no circumstances either is the sod to be removed leaving holes larger than head diameter

nor is weed killer to be used.

5. Groundcovers are to be kept trimmed away from sprinkler heads by tapering away from head. Under no circumstance shall holes be cut into groundcovers. Head risers shall be extended as necessary to provide un-obstructed throw of water.
6. Materials required for irrigation systems maintenance due to normal wear, extension, or sprinkler risers on lawn or shrub heads, etc., shall, at City's discretion, either be furnished by the City or paid for by City at Contractor's actual cost. All damaged, broken or otherwise inoperable or unusable parts so replaced shall be turned over to City's representative in order to be eligible for reimbursement. Invoices for such material replacement shall be submitted by Contractor at the end of each month.
7. Where damage to irrigation systems including valve covers has been caused by Contractor's negligence, repair and replacement materials and labor shall be furnished by contractor at his own expense. All materials shall be of equal or better quality than that originally installed. Substitutions must be approved by the Park Supervisor/Public Works Operations Manager. All repairs and replacements shall be made in a careful, workmanlike manner.

1.08 LAWNS

A. General:

1. Contractor shall maintain all lawns in top condition at all times through the practice of regular mowing, seeding, watering, fertilizing, and aerating in accordance with these specifications. Lawn shall have a well-tended appearance.
2. All City facilities with turf/lawn shall be mowed per the Contractor's Bid Proposal table. The Arroyo Sports Fields, and Orange Grove Park Park shall be mowed twice per week during the warm season (April 15th to October 15th).

Mowing shall not remove more than 50% of vegetative growth. Grass generally shall not exceed four (4) inches in height. Mowing heights of other than Bermuda grass shall generally be between two (2) to three (3) inches, using a mower. Bermuda grass sport fields shall be mowed at one and a half (1½) inches in height using a mower. Turf shall be cut at a uniform height. Keep blades sharp and mowing equipment to be kept sufficient to prevent grass blade bruising, tearing, and shredding. Clippings shall be caught in a grass catcher, collected and removed from the premises. Grass clippings that are finely cut may be left in place. Mowing pattern will be varied weekly where possible to reduce rutting and compaction of grade. Contractor shall coordinate mowing

and irrigation schedules so that the grass is not mowed while it is wet.

Edges shall be trimmed at each mowing, including trimming around walls and fences, trees, shrubs, sprinkler heads, valves, curbs, planting beds, utility poles, sign posts, playground equipment and other items located in lawns. The trimming must be done on the same day as the mowing. At the conclusion of each visit, walks adjacent to work area shall be blown clean.

Grass shall not be allowed to invade plant and other areas not intended to be lawn. Care should be taken not to damage sprinkler heads, plantings, walks and buildings with equipment. Curbs, gutters, walks and driveways shall be left in a clean condition after each mowing. Excessive amounts of leaves, papers and other debris shall not be allowed to accumulate on lawns. Mowing shall not be done when soil is too wet; avoid compaction of turf.

3. Weeds of any kind shall not be permitted to become established in lawns. Contractor shall submit to City for approval a weed abatement program that keeps the lawns as nearly as possible to a weed-free condition stating which products will be used for those weeds now in existence, at what rate they will be applied, and at what schedule during the year. Lawns shall receive at least two applications per year of broad spectrum herbicide for the control of crabgrass and other common lawn weeds. Mow lawns before applying. Additional applications of herbicides shall be made when necessary to complete eradication of specific weed problems not covered by the use of herbicide. Product shall be applied according to manufacturer's directions.
4. Provide work schedule for rainy days and dormant seasons for alternate work. Days of week to be on job site including Holiday schedule.
5. Perform the following maintenance services to sport fields at Arroyo and Orange Grove parks: Dethatching, core aerating, remove cores, top dress with medium, fertilizing, reseeding or stolons, irrigation, top dress seeds at a frequency of two times per year. All areas designated for re-seeding shall be groomed and dethatched for the purpose of top dressing with seed and organic matter. Areas shall be posted and closed to the public until germination and first mowing is completed. Dethatching shall be with a mechanical de-thatcher to remove built up organic matter in turf areas. Thatch that is removed shall be properly disposed of.
6. The spreading of mulch shall depend on the type of mulch provided by the City. Tree shavings shall be used around shrub areas or to suffocate weeds. Composted fine mulch will be used for re-seeding or top dressing in turf areas. The material will be spread along planting areas and barren areas for weed prevention and moisture retention.

B. Fertilizing Lawn:

1. Lawns (except for sports fields) shall be fertilized per Table I. Applications will consist of pelleted formula 16-6-8 applied at the rate of 8 pounds (lbs) per 1,000 square feet (sf). Sports fields at Orange Grove, Arroyo South and Arroyo North use different materials at different times per Tables II, III, and IV.
2. All materials shall be applied at times and in amounts shown for each feeding.
3. Fertilizer shall be distributed evenly over lawn when dry, using calibrated spreader. Do not overlap materials and cause burning of turf, dark streaks, etc. Sweep off pavements and water in immediately.
4. Where herbicides, fungicides, or insecticides are required, these materials, in the amounts according to the manufacturer's directions, shall be added where compatible to the fertilizer specified. All products shall be combined and blended at factory, delivered in original packages, and applied as previously specified.
5. Additional insecticides, fungicides and herbicides applications shall be required as noted. These may be in liquid spray form. Herbicides shall not be applied during windy conditions. All chemicals used in the everyday course of landscape maintenance need to be green friendly.

C. Soil Compaction

1. Contractor shall not engage in activities which foster the compaction of the soil; i.e., driving of vehicles on turf or riding equipment on soggy soil.
2. Contractor shall aerate the athletic sports fields per the maintenance schedule in Tables II, III and IV. Aeration shall be accomplished by the use of a tractor drawn tine aerator. Proper soil moisture shall be present to insure that plugs are removed to a minimum depth of three inches. All plugs shall be broken up and removed from the sports fields on the day they are generated. Sprinkler heads shall be flagged to prevent damage to the irrigation system.

D. Insect, Fungi and Rodent Control

1. Contractor shall maintain continuous control against insects, leaf hopper, red spider, cut-worms, sod web worm (Lawn Moth) and other insects by the use of appropriate insecticides. Insecticides should not be applied above certain temperatures (check with manufacturer) or during wind.

2. Fungi shall be controlled by appropriate combination of watering practices, aeration and treating when specified. Additional applications shall be made when necessary to obtain control of rust and other fungi.

3. Rodents of any kind: gophers, moles, etc., shall be controlled by the Contractor. Burrows and holes on the sports fields shall be filled with dirt at the time of each mowing. All chemicals used in the everyday course of landscape maintenance need to be green friendly. Major infestations will be handled by the City.

**TABLE I
LIBRARY, GARFIELD PARK, EDDIE PARK AND WAR MEMORIAL PARK
MAINTENANCE PLAN**

Date	Activity	Responsible Organization
March	Apply 16-6-8 fertilizer, weed control and herbicide combined	Contractor
May	Apply 16-6-8 fertilizer, weed control, and herbicide combined (post control)	City
August	Apply 16-6-8 fertilizer, insecticide and fungicide	Contractor
September	Dethatch, aerate, re-seed, apply top dressing	Contractor
November	Apply 21-2-4 fertilizer and fungicide	Contractor

**TABLE II
ARROYO SOUTH MAINTENANCE PLAN**

Date	Activity	Responsible Organization
December - January	Verticut, dethatch, seed prep, overseed sports turf (Trifecta II at 7-10 lbs. / 1,000 sf.), install water retention product (Hydretain at 2.7 lbs./1000 sf.)	Contractor
February	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
February	Apply 25-4-4 Nitrate Fertilizer at a rate of 4.5 lbs./ 1,000 sf.	Contractor
February	Weed control, post emergent application to control broadleaf weeds	Contractor
March- October	Spot treatment of weed control, post emergent to control broadleaf weeds	Contractor
March	Aeration of the field with hollow tine	Contractor
March	Rototill of infields	Contractor
March	Apply Dimension 270G herbicide to prevent crabgrass germination at a rate of 3-4 lbs./1,000 sf.	
March	Insect/Grub Control	Contractor

Date	Activity	Responsible
March	Fungicide application to control various pathogens	Contractor
April	Spot treatment of fungicide to control various pathogens	Contractor
April	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
April	Apply 25-4-4 Nitrate Fertilizer at a rate of 4.5 lbs./ 1,000 sf.	City
April	Start of the warm season, increase irrigation	Contractor
May	Aeration of the field with hollow tine	Contractor
June	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
June	Rototill of infields	Contractor
July	Verticut, dethatch, seed prep, overseed sports turf (Trifecta II at 7-10 lbs. / 1,000 sf.), install water retention product (Hydretain at 2.7 lbs./1,000 sf.)	Contractor
August	Apply 32-0-5 XCU slow release fertilizer at a rate of 3.2 lbs./1,000 sf.	Contractor
September	Aeration of the field with hollow tine	Contractor
October	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
October	Apply 32-0-5 XCU slow release fertilizer at a rate of 3.2 lbs./1,000 sf.	Contractor
October	End of the warm season, decrease irrigation	Contractor
November	Aeration of the field with hollow tine	Contractor

**TABLE III
ARROYO NORTH MAINTENANCE PLAN**

Date	Activity	Responsible Organization
December - January	Verticut, dethatch, seed prep, overseed sports turf (Trifecta II at 7-10 lbs. / 1,000 sf.), install water retention product (Hydretain at 2.7 lbs./1000 sf.)	Contractor
February	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
February	Apply 25-4-4 Nitrate Fertilizer at a rate of 4.5 lbs./ 1,000 sf.	Contractor
February	Weed control, post emergent application to control broadleaf weeds	Contractor

Date	Activity	Responsible Organization
March-October	Spot treatment of weed control, post emergent to control broadleaf weeds	Contractor
March	Aeration of the field with hollow tine	Contractor
March	Rototil of infields	Contractor
March	Apply Dimension 270G herbicide to prevent crabgrass germination at a rate of 3-4 lbs./1,000 sf.	
March	Insect/Grub Control	Contractor
March	Fungicide application to control various pathogens	Contractor
April	Spot treatment of fungicide to control various pathogens	Contractor
April	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
April	Apply 25-4-4 Nitrate Fertilizer at a rate of 4.5 lbs./ 1,000 sf.	City
April	Start of the warm season, increase irrigation	Contractor
May	Aeration of the field with hollow tine	Contractor
June	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
June	Rototil of infields	Contractor
July	Verticut, dethatch, seed prep, overseed sports turf (Trifecta II at 7-10 lbs. / 1,000 sf.), install water retention product (Hydretain at 2.7 lbs./1,000 sf.)	Contractor
August	Apply 32-0-5 XCU slow release fertilizer at a rate of 3.2 lbs./1,000 sf.	Contractor
September	Aeration of the field with hollow tine	Contractor
October	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
October	Apply 32-0-5 XCU slow release fertilizer at a rate of 3.2 lbs./1,000 sf.	Contractor
October	End of the warm season, decrease irrigation	Contractor
November	Aeration of the field with hollow tine	Contractor

**TABLE IV
ORANGE GROVE MAINTENANCE PLAN**

Date	Activity	Responsible Organization
November - January	Verticut, dethatch, seed prep, overseed sports turf (Trifecta II at 7-10 lbs. / 1,000 sf.), install water retention product (Hydretain at 2.7 lbs./1000 sf.)	Contractor
February	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
February	Apply 25-4-4 Nitrate Fertilizer at a rate of 4.5 lbs./ 1,000 sf.	Contractor
February	Weed control, post emergent application to control broadleaf weeds	Contractor
March- October	Spot treatment of weed control, post emergent to control broadleaf weeds	Contractor
March	Aeration of the field with hollow tine	Contractor
March	Rototil of infields	Contractor
March	Apply Dimension 270G herbicide to prevent crabgrass germination at a rate of 3-4 lbs./1,000 sf.	
March	Insect/Grub Control	Contractor
March	Fungicide application to control various pathogens	Contractor
April	Spot treatment of fungicide to control various pathogens	Contractor
April	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
April	Apply 25-4-4 Nitrate Fertilizer at a rate of 4.5 lbs./ 1,000 sf.	City
April	Start of the warm season, increase irrigation	Contractor
May	Aeration of the field with hollow tine	Contractor
June	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
June	Rototil of infields	Contractor
July	Apply 32-0-5 XCU slow release fertilizer at a rate of 3.2 lbs./1,000 sf.	Contractor
September	Aeration of the field with hollow tine	Contractor
September	Apply 32-0-5 XCU slow release fertilizer at a rate of 3.2 lbs./1,000 sf.	Contractor
October	Aeration of the field with hollow tine and apply gypsum (5 lbs./1,000 sf.)	Contractor
October	End of the warm season, decrease irrigation	Contractor
November	Aeration of the field with hollow tine	Contractor

1.09 GROWDCOVERS

A. General:

1. Groundcovers shall be inspected weekly. Maintenance shall include removal of all debris, including leaves, branches, papers, bottles, etc.
2. Weeds shall be removed weekly. Bermuda grass and other noxious weeds shall not be allowed to become established in these areas. Weeds shall be completely removed, including roots, rhizomes, and stolons. Pre-emergent weed killer may be used after cultivation. "Round-Up" may also be used, taking care not to spray on other plantings.
3. All groundcovers shall be pruned, sheared and thinned neatly away from shrubs, trees, walks and headerboards, etc. Edges of groundcovers shall be thinned out and tapered away from walks, headerboards and shrubs. **DO NOT TRIM VERTICALLY.**
4. All groundcovers at the Freeway Sign shall be trimmed around the rock letters, curbs and perimeter of the area to provide a uniform appearance.

B. Fertilizer:

1. A balanced, pelleted commercial fertilizer, 16-6-8, shall be broadcast evenly on ground cover and related shrub areas per the maintenance plans listed in Tables I, II, III, and IV, at the rate of 8 pounds per 1000 square feet and shall be watered and cultivated in thoroughly where conditions permit.
2. All groundcover areas shall be deep irrigated weekly (at night), weather requiring.
3. Contractor shall maintain constant controls against insects, rodents and snails.
4. Barren areas shall be replanted (see Plant Replacement and Plant Replacement Liability).

1.10 SHRUB GROWDCOVERS

- A. Groundcover shall be controlled where spreading over walks by pruning back to nearest branch fork and removing dead wood.

1.11 SHRUBS, PLANTS AND TREES

General maintenance of shrubs shall include:

1. Weekly watering of all areas per the "watering schedule".
2. Removal of spent flowers and flower spikes; removal of all leaves and debris from plant areas weekly.
3. Regular cultivation of all plant areas.
4. Removal of weeds. Bermuda grass shall be traced to source and all roots and stolon removed or sprayed with "Round-Up"; all weeds and debris shall be removed from the premises.
5. Plants shall be hosed off monthly to remove accumulations of dirt and soot.
6. Pruning shall be performed as a continual operation under guidelines as set forth by City. Contractor shall not allow plants to develop stray, undesirable growth.
7. Insect and rodent control.
8. Fertilizing of shrubs and perennials in accordance with the fertilizer indicated for groundcovers. All fertilizers shall be applied evenly by hand and lightly cultivated into soil, with thorough watering to follow. Shrubs located in groundcover areas will not require additional fertilizing. All chemicals used in the everyday course of landscape maintenance need to be green friendly.
9. Shrubs shall be trimmed as needed at established maintenance height.
10. Plants that grow as clumps must be divided as part of regular maintenance. Divides can be in half or other fractions depending on plant vigor. These plants can be used elsewhere to enhance vegetation and landscape at the direction of the Director of Public Works, or his/her representative.
11. All flower plants shall be cleaned and opened to a natural appearance. The Bird of Paradise and facial plants shall be dead-headed.
12. All low growing branches of trees that interfere with the clear passage of pedestrians shall be skirted or trimmed to provide a height clearance of nine-feet (9').

1.12 ROSES

A. Fertilizing:

1. Roses are to be fertilized in March, May, August, and October. A balanced, pelleted commercial fertilizer shall be broadcast evenly on ground at the rate of 8 pounds per 1,000 square feet.

B. Pruning

1. Prune annually during the last two weeks in January, or as scheduled by the Park Supervisor/Public Works Operations Manager.
2. Remove 1/3 to 1/2 of the old canes. Prune away from the middle. Have eye, or young bud, facing out in the direction the plant is to grow. Prune 1/8 inch to 1/4 inch above the bud at an angle. All leaves and suckers will be removed and the bed raked clean.
3. Old blooms will be removed on a regular basis.

C. Watering

1. Weekly watering of all roses as per the "watering schedule".

1.13 CONTROL OF INSECTS, RODENTS AND OTHER PESTS

- A. Contractor and their employees shall be entirely familiar with the use of all insecticides and chemicals of any kind intended for use as regards laws, proper types, rates of application, temperatures at which to be applied, etc.
- B. Contractor shall maintain adequate equipment, sprayers, dusters, etc., on the job for emergency spot controls of insects. Larger equipment and materials shall be supplied when required.
- C. An adequate supply of basic insecticides, fungicides, properly packaged and labeled, shall be maintained for use.
- D. Contractor shall maintain proper controls by spraying at such frequency and in such amounts as necessary to prevent insect infestations.

- E. Control of chewing and sucking insects shall be performed at least twice a year (late winter or early spring, and summer) or as required to maintain control and prevent damage to plantings. Appropriate insecticides for the required purposes shall be applied with power sprayer. Care shall be exercised not to damage buildings, planting or adjacent materials by improper use of insecticides (amounts, high temperature) or of equipment.
- F. Snails, slugs and similar pests shall be controlled by Contractor as needed.
- G. Notwithstanding any previously identified chemicals contractor shall be prohibited from applying any pesticide or insecticide which is a neonicotinoid.

1.14 FUNGI, MILDEW AND PATHOLOGICAL PROBLEMS

Fungi, mildew, and other pathological problems shall be controlled by irrigation management, drainage. Where necessary, fungicide shall be applied.

1.15 CULTIVATING

Where practical, areas between shrubs, groundcovers and trees shall be cultivated for the removal of weeds, admission into the soil of fertilizer and water, and for aeration.

1.16 MISCELLANEOUS MAINTENANCE PROVISIONS

Contractor shall, as part of this contract perform the following services:

1. Clean out drain lines when and where required.
2. Repair minor erosion.
3. Clean catch basins and area drains in parks.
4. Correct minor vandalism and defacement.
5. On a weekly basis, clean all barbecue pits.
6. At the City Hall, replace and rotate annuals twice each year. Plants to be provided by City.
7. Sweep/blow parking lots at the Parks and Facilities.

8. Plant shrubs, groundcover, and trees at the request of the Parks Supervisor.
9. All hard surface areas are to be swept with a broom or cleared with an electric blower, except for sanitary purposes when power-washing is necessary or as specifically called for in these specifications. City of South Pasadena Municipal Code 35.41 Hose use prohibits the use of water to clean areas that can be swept with a broom.
10. Concrete swales must be kept clear of dirt and debris.
11. Tennis courts, bleacher areas, picnic areas, tables, outdoor restrooms and rubber playground surface are to be power washed. A Contractor furnished motorized power washer will be used to wash the picnic table and surrounding area from all food stains and other type of stains. The area will be kept clean and stain free. The locations and frequencies are included in the Contractor's proposal (Exhibit B). Contractor shall coordinate the power washing times with the Parks Supervisor that will have minimum disruption to the facility. The Contractor is responsible for posting any signage, barricades and/or caution tape required for to allow the Contractor to perform the services.
12. Contractor shall rake and grade play areas at Orange Grove, Arroyo and Eddie parks, including dress up, cleaning and rototilling to a depth of six (6) inches for the sand or engineered wood fibers. The locations and frequencies are included in the Contractor's proposal (Exhibit B).
13. Supply and refill the bags for the dog waste stations.
14. While performing services the Contractor shall notify the Parks Supervisor if they find any vandalism, homeless encampments, graffiti or items requiring repair beyond the scope of the Contractor's services within twenty four (24) hours of noticing the deficiency.
15. On Saturday, Sunday and holiday's the Contractor shall unlock the park restrooms at Orange Grove Park, Arroyo Park and Garfield Park before 7:00 am.

Exhibit B
Contractor's Bid Proposal

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Specifications for the monthly unit prices named in the following schedule:

EDDIE PARK:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, and parkway (Every other week, except for once a week during the warm season)	\$ 527.05	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas after mowing (Every other week, except for once a week during the warm season)	\$ 129.01	1x/2wks. (except 1x/wk. in warm season)
Sweep/blow all concrete areas, picnic area, steps, recreational area and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 168.74	Weekly
Detailing shrubs and flower beds	\$ 126.56	Weekly
Picking up and emptying trash M-W-F-Sun	\$ 84.37	4 days/wk.
Weed control throughout the Park	\$ 63.28	Weekly
Preventative maintenance (PM) irrigation: maintain and repair	\$ 105.46	Weekly
Field maintenance plan (per Table I)	\$ 63.28	Per Table I
Cultivating and/or mulching planter beds	\$ 63.28	Monthly
Trimming shrubs	\$ 63.28	Weekly
Filling dog waste stations	\$ 63.28	Weekly
Dress up engineered wood fiber (EWF) in the play areas	\$ 63.28	Weekly
EDDIE PARK TOTAL	\$ 1,520.87	

GARFIELD PARK:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, and parkway (once a week, except for twice a week during the warm season)	\$ 1,216.00	Weekly (except 2x's/wk. in warm season)
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	\$ 203.81	Weekly (except 2x's/wk. in warm season)
Sweep/blow all concrete areas gazebo picnic area, steps, recreational area and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 316.03	Weekly
Blowing leaves, weeding and cleanup of tennis courts	\$ 197.52	Weekly
Power washing tennis courts	\$ 197.52	Monthly
Power washing gazebo and picnic area	\$ 79.01	Weekly
Power wash inside and outside of park restroom	\$ 79.01	Monthly

Power wash playground rubber surface	\$ 79.01	Monthly
Picking up and emptying all trash cans seven days per week	\$ 79.01	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	\$ 39.50	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday & holiday's	\$ 108.63	Weekly
Weed abatement and pre-emergent	\$ 125.23	2x's/yr.
Weed control throughout the Park	\$ 79.01	Weekly
PM irrigation: maintain and repair	\$ 79.01	Weekly
Field maintenance plan (per Table I)	\$ 118.50	Per Table I
Rose maintenance including fertilization and pruning	\$ 79.01	4x's/yr.
Clean BBQ pits	\$ 39.50	Weekly
Re-planting	\$ 39.50	1x/yr.
Detailing shrubs and flower beds	\$ 39.50	Weekly
Clearing turf around valve boxes	\$ 39.50	Weekly
Rototill sand area equipment	\$ 39.50	Monthly
Rake, grade and clean sand play area including setting sand under slide	\$ 39.50	Weekly
Filling dog waste stations	\$ 39.50	Weekly
GARFIELD PARK TOTAL	\$ 3,352.31	

HERITAGE PARK (including Meridian Ave. median between Mission St. and El Centro St.):

Item	Price per month	Frequency
Blowing and cleaning up leaves and debris including the concrete areas, plaza, median and sidewalk and cleaning up leaves, litter and debris	\$ 296.25	Weekly
Picking up and emptying trash M-W-F	\$ 55.90	3 days/wk.
Detailing shrubs and flower beds	\$ 44.72	Weekly
PM irrigation: maintain and repair	\$ 44.72	Weekly
Mow and edge parkway turf	\$ 44.72	1x/2 wks.
HERITAGE PARK TOTAL	\$ 486.31	

LIBRARY PARK:

Item	Price per month	Frequency
Mowing with rotary mower: including lawn area and parkway (Every other week, except for once a week during the warm season)	\$ 837.74	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas after mowing (Every other week, except for once a week during the warm season)	\$ 87.10	1x/2wks. (except 1x/wk. in warm season)
Sweep/blow all concrete areas, steps, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 186.04	Weekly
Rose maintenance including fertilization and pruning	\$ 62.01	4x's/yr.
Picking up and emptying trash M-W-Th-F	\$ 124.02	4 days/wk.
Weed control throughout the Park	\$ 248.05	Weekly
Field maintenance plan (per Table I)	\$ 139.53	Per Table I
PM irrigation: maintain and repair	\$ 186.04	Weekly
Detailing shrubs and flowering plants	\$ 248.05	Monthly
Re-planting	\$ 62.01	2x's/wk.
LIBRARY PARK TOTAL	\$ 2,180.59	

WAR MEMORIAL PARK:

Item	Price per month	Frequency
Mowing with rotary mower: including lawn area and parkway (Every other week, except for once a week during the warm season)	\$ 388.36	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas (Every other week, except for once a week during the warm season)	\$ 68.90	1x/2wks. (except 1x/wk. in warm season)
Sweep/blow all concrete areas, steps, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 112.69	Weekly
Sweep/blow Oaklawn Bridge	\$ 28.17	Monthly
Picking up trash (Bid item removed, no trash cans)	\$ -	-
Weed control throughout the Park	\$ 112.69	Weekly
Field maintenance plan (per Table I)	\$ 63.39	Per Table I
PM irrigation: maintain and repair	\$ 112.69	Weekly
Detailing shrubs and flowering plants	\$ 42.26	As needed
Clean Swale	\$ 70.43	Monthly
WAR MEMORIAL PARK TOTAL	\$ 999.58	

ORANGE GROVE PARK AND SERVICE FACILITY:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, sports field, and parkway (once a week, except for twice a week during the warm season)	\$ 1,302.75	Weekly (except 2x's/wk. in warm season)
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	\$ 171.41	Weekly (except 2x's/wk. in warm season)
Sweep/blow all concrete areas gazebo picnic area, steps, bleachers, dugouts, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 274.26	Weekly
Blowing leaves, weeding and cleanup of tennis courts	\$ 137.13	Weekly
Power washing tennis courts	\$ 137.13	Monthly
Power washing gazebo and picnic area	\$ 171.41	Weekly
Power wash inside and outside of park restroom	\$ 102.85	Monthly
Power wash playground rubber surface	\$ 102.85	Monthly
Picking up and emptying all trash cans seven days per week	\$ 274.26	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	\$ 34.28	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday & holiday's	\$ 68.57	Weekly
PM irrigation: maintain and repair	\$ 137.13	Weekly
Field maintenance plan (per Table IV)	\$ 244.25	Per Table IV
Detailing shrubs and flower beds	\$ 102.85	Weekly
Rototill sand area equipment	\$ 34.28	Monthly
Rake, grade and clean sand play area including setting sand under slide	\$ 34.28	Weekly
Filling dog waste stations	\$ 34.28	Weekly
ORANGE GROVE PARK AND SERVICE FACILITY TOTAL	\$ 3,363.97	

ARROYO PARK AND SPORTS FIELDS:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, sports field, and parkway (once a week, except for twice a week during the warm season)	\$ 2,111.34	Weekly (except 2x's/wk. in warm season)
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	\$ 263.92	Weekly (except 2x's/wk. in warm season)
Sweep/blow all concrete areas gazebo picnic area, steps, bleachers, dugouts, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 211.13	Weekly
Power washing gazebo and picnic area	\$ 211.13	Weekly
Power wash inside and outside of park restroom	\$ 211.13	Monthly

Picking up and emptying all trash cans seven days per week	\$ 211.13	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	\$ 52.78	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday and holiday's	\$ 158.35	Weekly
PM irrigation: maintain and repair	\$ 263.92	Weekly
Field maintenance plan (per Tables II and III)	\$ 395.00	Per Tables II & III
Re-planting	\$ 158.35	1x/yr.
Detailing shrubs and flower beds	\$ 211.13	Weekly
Dress up EWF in the play areas	\$ 211.13	Weekly
Filling dog waste stations	\$ 105.57	Weekly
Maintain 10 foot weed and shrub clearance from the fence around the ball fields	\$ 211.13	Monthly
ARROYO PARK AND SPORTS FIELDS TOTAL	\$ 4,987.14	

ARROYO SECO WOODLAND AND WILDLIFE PARK:

Item	Price per month	Frequency
Litter removal	\$ 297.87	Weekly
ARROYO SECO WOODLAND AND WILDLIFE PARK TOTAL	\$ 297.87	

DOG PARK, SKATE PARK AND PARKING LOT:

Item	Price per month	Frequency
Trash pick-up at both parks and the parking lot on M-W-F (including picking up dog waste within the Dog Park)	\$ 123.98	3x's/wk.
Blow EWF back into the planters	\$ 31.00	Weekly
Weed control	\$ 31.00	Weekly
Fill dog waste stations	\$ 31.00	Weekly
Fill in low areas of DG (including the walkway in front of the park)	\$ 31.00	Weekly
Clearing out the trash beneath the skate park ramps	\$ 21.70	Weekly
Sweep/blow and remove debris, leaves and litter from the Parks, walkway surrounding the Parks and the Parking Lot	\$ 24.80	Weekly
DOG PARK, SKATE PARK AND PARKING LOT TOTAL	\$ 294.48	

DEMONSTRATION GARDEN:

Item	Price per month	Frequency
Mowing with rotary mower (Every other week, except for once a week during the warm season)	\$ 279.48	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas (Every other week, except for once a week during the warm season)	\$ 55.90	1x/2wks. (except 1x/wk. in warm season)
Blowing and cleaning up leaves, litter and debris	\$ 39.13	Weekly

Picking up and emptying trash T-Th	\$	50.31	2 days/wk.
Spreading mulch	\$	11.18	2x's/yr.
Weed abatement/control	\$	16.77	Monthly
Fill dog waste station	\$	16.77	Monthly
Detailing shrubs and flower beds	\$	44.72	Weekly
PM irrigation: maintain and repair	\$	44.72	Weekly
DEMONSTRATION GARDEN TOTAL	\$	471.41	

VIA DEL REY POCKET PARKS (NORTH AND SOUTH):

Item	Price per month	Frequency
Mowing with rotary mower	\$ 221.19	1x/2wks.
Edging, trimming all areas	\$ 29.22	1x/2wks.
Blowing and cleaning up leaves, litter and debris	\$ 25.01	1x/2wks.
Picking up and emptying trash T-Th	\$ 50.08	2 days/wk.
Weed abatement/control	\$ 41.73	Monthly
Detailing shrubs and flower beds	\$ 37.56	1x/2wks.
PM irrigation: maintain and repair	\$ 33.38	1x/2wks.
VIA DEL REY POCKET PARKS (NORTH AND SOUTH) TOTAL	\$ 438.20	

SAN PASQUAL PARK:

Item	Price per month	Frequency
Litter removal	\$ 158.99	Monthly
Weed abatement	\$ 85.61	Monthly
SAN PASCUAL PARK TOTAL	\$ 244.60	

SNAKE TRAIL:

Item	Price per month	Frequency
Sweep/blow all concrete/asphalt areas cleaning up leaves, litter and debris	\$ 12.13	Monthly
Litter removal	\$ 12.13	Monthly
Trim the shrubs adjacent to the trail to maintain clearance	\$ 12.12	Monthly
Weed abatement/control	\$ 12.13	Monthly
SNAKE TRAIL TOTAL	\$ 48.51	

STONE DRIVE AND ARROYO DRIVE TRAILS:

Item	Price per month	Frequency
Weed Abatement/control	\$ 19.42	4x's/yr.
Spread mulch along the whole trail	\$ 19.40	4x's/yr.
Litter removal	\$ 19.40	4x's/yr.
A 6-foot wide minimum walkway shall be maintained. Any bushes or trees conflicting with the walkway shall be removed.	\$ 19.40	4x's/yr.
Tree skirting (tree clearance should be checked quarterly and corrected if needed)	\$ 19.40	4x's/yr.
STONE DRIVE AND ARROYO TRAILS TOTAL	\$ 97.02	

CIVIC CENTER AND PARKING LOTS:

Item	Price per month	Frequency
Trimming all ivy and shrubs	\$ 140.87	Monthly
Courtyard maintenance including: manual watering, weed control, plant detailing and trash removal	\$ 140.87	Monthly
Sweep/blow and remove debris, leaves and litter from sidewalks and approaches around the Civic Center and Parking Lots	\$ 352.17	Weekly
Detailing plants in the planter	\$ 169.04	Weekly
PM irrigation: maintain and repair	\$ 140.87	Weekly
CIVIC CENTER AND PARKING LOTS TOTAL	\$ 943.82	

SAN PASQUAL HOUSE:

Item	Price per month	Frequency
Mowing with rotary mower: including lawn area and parkway	\$ 91.81	1x/2 wks.
Edging, trimming all areas	\$ 33.39	1x/2 wks.
SAN PASCUAL HOUSE TOTAL	\$ 125.20	

MEDIANS AND EASEMENTS (except Stoney Drive Easement and South Pasadena Sign Hillside)

Item	Price per month	Frequency
Mowing with rotary mower	\$ 883.84	1x/2 wks.
Edging, trimming all areas	\$ 184.13	1x/2 wks.
Blowing and cleaning up leaves, litter and debris	\$ 515.58	Weekly
Detailing shrubs and flowering planters	\$ 220.96	Weekly
Sidewalk cleaning and trash removal	\$ 257.79	Weekly
Pest Control	\$ 184.13	4x's/yr.
Weed Control	\$ 515.58	Weekly
PM irrigation: maintain and repair	\$ 515.58	Weekly
Deep root tree fertilization	\$ 73.65	1x/yr.
Rose maintenance including fertilization and pruning	\$ 147.31	4x's/yr.
Spreading mulch	\$ 147.31	4x's/yr.
Re-planting	\$ 36.83	1x/yr.
MEDIANS AND EASEMENTS TOTAL	\$ 3,682.69	

SOUTH PASADENA SIGN HILLSIDE & SIGN TRAIL:

Item	Price per month	Frequency
Picking up and emptying trash cans T-Th	\$ 223.90	2 days/wk.
SOUTH PASADENA SIGN HILLSIDE & SIGN TRAIL TOTAL	\$ 223.90	

WATER FACILITIES:

Item	Price per month	Frequency
Garfield Reservoir	\$ 201.26	1x/2wks.
Grand Reservoir	\$ 201.26	1x/2wks.
Westside Reservoir	\$ 201.26	1x/2wks.
Kolle Pump House	\$ 59.64	1x/2wks.
Bilicke Tank	\$ 272.07	1x/2wks.
Raymond Tank	\$ 130.45	1x/2wks.
Wilson Reservoir	\$ 272.07	1x/2wks.
Wilson Well 2	\$ 130.45	1x/2wks.
Graves Reservoir	\$ 201.26	1x/2wks.
WATER FACILITY TOTAL	\$ 1,669.68	

MONTHLY TOTAL = \$25,428.15

RATE SHEET

Item	Price per hour
Landscape Maintenance Labor	\$ 50.00
Irrigation Specialist	\$ 55.00
Certified Arborist (optional service)	\$ 75.00
Foreman	\$ 60.00
Supervisor	\$ 70.00
Walk Behind Self-Propelled Aerator	\$ 125.00
Tractor with Aerator attachment	\$ 125.00
Bobcat/Skid Steer	\$ 125.00
Utility Tractor-Hydrolic or P.T.O Driven	\$ 125.00
Dump Truck	\$ 175.00
Walk behind trencher	\$ 150.00
Turf Vacuum/Power Rake	\$ 125.00
EXTRA WORK PLANT MATERIAL (cost include material and labor to install)	Price per plant or tree
1 gallon plant or shrub	\$ 8.00
1 gallon native plant	\$ 10.00
5 gallon plant or shrub	\$ 25.00
5 gallon native plant	\$ 27.50
15 gallon plant or shrub	\$ 75.00
15 gallon native plant	\$ 85.00
15 gallon Tree w/stakes and VIT Twist Brace	\$ 125.00
24" Box Tree w/stakes and VIT Twist Brace	\$ 400.00
36" Box Tree	\$ 825.00
48" Box Tree	\$ 1,750.00
60" Box Tree	\$ 4,000.00

ATTACHMENT 3

First and Second Contract Amendments with LandCare

FIRST AMENDMENT TO
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 15th day of August, 2018, by and between the CITY OF SOUTH PASADENA (“City”) and LANDCARE (“Contractor”).

RECITALS

WHEREAS, on January 1, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide landscape maintenance of City parks, medians, facilities, and grounds at a monthly cost of \$25,428.15; and

WHEREAS, the City has determined that maintenance is required at the newly constructed Arroyo Seco Bicycle and Pedestrian Trail; and

WHEREAS, the Contractor is willing and able to provide these additional services for an additional cost of \$355 per month.

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

1. SCOPE OF SERVICES. That Section 3.1 of the Agreement is hereby amended to read as follows:

Such maintenance services are set for the in the Scope of Services described in (i) Exhibit A of the Agreement and incorporated herein by this reference and (ii) the Amendment to Scope of Services attached hereto as Exhibit A-1 and incorporated herein by this reference.

2. AGREEMENT ADMINISTRATOR. That Section 3.2 of the Agreement is hereby amended to read as follows:

The Agreement Administrator for this project is Kristine Courdy, Public Works Operations Manager. The Agreement Administrator shall be the principal point of contact at the City of this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish a timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to the Contractor.

3. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement; The Maximum Amount under this Agreement is twenty-five thousand, seven hundred eighty three Dollars and fifteen cents (which includes the compensation for the original scope of services set forth in Exhibit A in the amount of \$25,428.15, additional services set forth in Exhibit A-1 in the amount of \$355 for this Amendment, totaling \$25,783.15) per month. Breakdown of the cost of each item is included in the Contractor's Bid Proposal and Rate Sheet described in (i) Exhibit B of the Agreement and incorporated herein by this reference and (ii) the Amendment to Contractor's Bid Proposal attached hereto as Exhibit B-1 and incorporated herein by this reference.

4. NOTICES. The addresses to send Notice sent by mail under Section 16 shall be amended to read as follows:

If to City:

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

If to Contractor:

LandCare
4134 Temple City Blvd.
Rosemead, CA 91770

With courtesy copy to:

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

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

"City"
City of South Pasadena

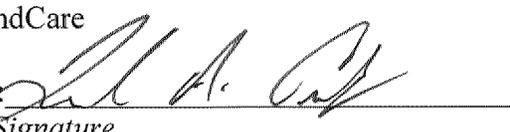
By: 
Signature

Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 8/15/2018

"Contractor"
LandCare

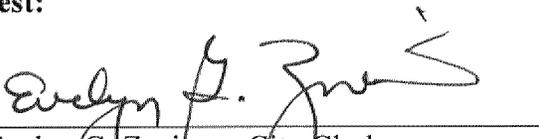
By: 
Signature

Printed: Donald A. Culey

Title: REGIONAL Vice President

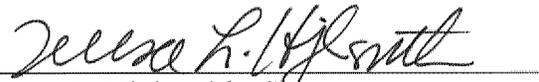
Date: 8/13/18

Attest:

By: 
Evelyn G. Zneimer, City Clerk

Date: 8/15/2018

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 8/15/2018

**Exhibit A-1
Amendment to Scope of Services**

The following shall be added as a Contract Item under Agreement Exhibit A, Item 1.01 Contract Items, I. Parks and Trails:

- Arroyo Seco Bicycle and Pedestrian Trail located along Lohman Lane from Stoney Drive to the Arroyo Seco Woodland and Wildlife Park

The following shall be added as an Irrigation System under Agreement Exhibit A, Item 1.07 Irrigation Systems – Responsibility, Maintenance, Watering:

Contract Item	Facility	System
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I. PARKS & TRAILS

	Arroyo Seco Bicycle and Pedestrian Trail	Automatic
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Arroyo Seco Bicycle and Pedestrian Trail Maintenance Schedule:

Maintenance Item	Frequency
Detailing ground cover	1 day/wk.
Blowing and cleaning up leaves, litter and debris	1 day/wk.
Picking up and emptying trash cans M	1 day/wk.
Picking up and emptying trash cans Th	1 day/wk.
Weed abatement/control	Monthly
Tree skirting and trimming bush branches that interfere with trail	Quarterly
PM irrigation: maintain and repair	Monthly

Exhibit B-1
Amendment Contractor's Bid Proposal

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Specifications for the monthly unit prices named in the following schedule:

ARROYO SECO BICYCLE AND PEDESTRAIL TRAIL:

Item	Price per month	Frequency
Detailing ground cover	\$ 55.00	1 day/wk.
Blowing and cleaning up leaves, litter and debris	\$ 120.00	1 day/wk.
Picking up and emptying trash cans M	\$ 35.00	1 day/wk.
Picking up and emptying trash cans Th	\$ 35.00	1 day/wk.
Weed abatement/control	\$ 25.00	Monthly
Tree skirting and trimming bush branches that interfere with trail	\$ 20.00	Quarterly
PM irrigation: maintain and repair	\$ 65.00	Monthly
ARROYO SECO BICYCLE AND PEDESTRAIL TRAIL TOTAL	\$ 355.00	

MONTHLY TOTAL = \$25,783.15 (Agreement Total \$25,428.15 + Amendment Total \$355.00)

SECOND AMENDMENT TO
MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT (“Second Amendment”) is made as of this December 02, 2020, by and between the CITY OF SOUTH PASADENA (“City”) and LANDCARE (“Contractor”).

RECITALS

WHEREAS, on January 1, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide landscape maintenance of City parks, medians, facilities, and grounds at a yearly cost of \$305,137.80; and

WHEREAS, on August 15, 2018, the City Council approved the First Amendment to the Agreement in order to provide additional monthly maintenance of the newly constructed Arroyo Seco Bicycle and Pedestrian Trail, at an additional cost of \$355 per month, for a total yearly cost of \$309,397.80; and

WHEREAS, the City desires to extend the Agreement on the same terms as set forth in the Agreement and the First Amendment for an additional two years, through December 31, 2022 for a total yearly cost of \$310,448.16;

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

1. AGREEMENT ADMINISTRATOR. That Section 3.2 of the Agreement is hereby amended to read as follows:

The Agreement Administrator for this project is Garrett Crawford, Public Works Operations Manager. The Agreement Administrator shall be the principal point of contact at the City of this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish a timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to the Contractor.

2. MAXIMUM AMOUNT. That Section 3.3. of the Agreement is hereby amended to read:

“Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement and Amendment 1. The Maximum Amount under this Agreement is twenty-five thousand, five-hundred and fifteen dollars and sixty-eight cents (\$25,515.68) per month pursuant to Exhibit B-2

attached to and incorporated by this Amendment 2, plus \$355/month pursuant to Exhibit B-1 of Amendment 1, for a total monthly Maximum Amount of twenty-five thousand, eight-hundred and seventy dollars and sixty-eight cents (\$25,870.68.)

3. TERMINATION DATE. That Section 3.5 of the Agreement is hereby amended to read: "Termination Date": December 31, 2022.

4. NOTICES. The addresses to send Notice sent by mail under Section 16 shall be amended to read as follows:

If to City:

Sean Joyce, Interim City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

If to Contractor:

LandCare
4134 Temple City Blvd.
Rosemead, CA 91770

With courtesy copy to:

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

5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement and First Amendment, dated August 15, 2018, to the extent not modified by this Amendment, shall remain in full force and effect.

“City”

City of South Pasadena

DocuSigned by:

By: Sean Joyce
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 3/11/2021

“Contractor”

LandCare

By: Donald A. Cully
Signature

Printed: Donald A. Cully

Title: Regional Vice President

Date: January 8, 2021

Attest:

DocuSigned by:

By: Maria E. Ayala
Signature

Maria E. Ayala, City Clerk

Date: 3/15/2021

Approved as to form:

DocuSigned by:

By: Teresa Highsmith
Signature

Teresa L. Highsmith, City Attorney

Date: 3/11/2021

Exhibit B Contractor's Bid Proposal

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Specifications for the monthly unit prices named in the following schedule:

EDDIE PARK:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, and parkway (Every other week, except for once a week during the warm season)	\$ 527.05	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas after mowing (Every other week, except for once a week during the warm season)	\$ 129.01	1x/2wks. (except 1x/wk. in warm season)
Sweep/blow all concrete areas, picnic area, steps, recreational area and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 168.74	Weekly
Detailing shrubs and flower beds	\$ 126.56	Weekly
Picking up and emptying trash M-W-F-Sun	\$ 84.37	4 days/wk.
Weed control throughout the Park	\$ 63.28	Weekly
Preventative maintenance (PM) irrigation: maintain and repair	\$ 105.46	Weekly
Field maintenance plan (per Table I)	\$ 63.28	Per Table I
Cultivating and/or mulching planter beds	\$ 63.28	Monthly
Trimming shrubs	\$ 63.28	Weekly
Filling dog waste stations	\$ 63.28	Weekly
Dress up engineered wood fiber (EWF) in the play areas	\$ 63.28	Weekly
EDDIE PARK TOTAL	\$ 1,520.87	

GARFIELD PARK:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, and parkway (once a week, except for twice a week during the warm season)	\$ 1,216.00	Weekly (except 2x's/wk. in warm season)
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	\$ 203.81	Weekly (except 2x's/wk. in warm season)
Sweep/blow all concrete areas gazebo picnic area, steps, recreational area and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 316.03	Weekly
Blowing leaves, weeding and cleanup of tennis courts	\$ 197.52	Weekly
Power washing tennis courts	\$ 197.52	Monthly
Power washing gazebo and picnic area	\$ 79.01	Weekly
Power wash inside and outside of park restroom	\$ 79.01	Monthly

Power wash playground rubber surface	\$ 79.01	Monthly
Picking up and emptying all trash cans seven days per week	\$ 79.01	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	\$ 39.50	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday & holiday's	\$ 108.63	Weekly
Weed abatement and pre-emergent	\$ 125.23	2x's/yr.
Weed control throughout the Park	\$ 79.01	Weekly
PM irrigation: maintain and repair	\$ 79.01	Weekly
Field maintenance plan (per Table I)	\$ 118.50	Per Table I
Rose maintenance including fertilization and pruning	\$ 79.01	4x's/yr.
Clean BBQ pits	\$ 39.50	Weekly
Re-planting	\$ 39.50	1x/yr.
Detailing shrubs and flower beds	\$ 39.50	Weekly
Clearing turf around valve boxes	\$ 39.50	Weekly
Rototill sand area equipment	\$ 39.50	Monthly
Rake, grade and clean sand play area including setting sand under slide	\$ 39.50	Weekly
Filling dog waste stations	\$ 39.50	Weekly
GARFIELD PARK TOTAL	\$ 3,352.31	

HERITAGE PARK (including Meridian Ave. median between Mission St. and El Centro St.):

Item	Price per month	Frequency
Blowing and cleaning up leaves and debris including the concrete areas, plaza, median and sidewalk and cleaning up leaves, litter and debris	\$ 296.25	Weekly
Picking up and emptying trash M-W-F	\$ 55.90	3 days/wk.
Detailing shrubs and flower beds	\$ 44.72	Weekly
PM irrigation: maintain and repair	\$ 44.72	Weekly
Mow and edge parkway turf	\$ 44.72	1x/2 wks.
HERITAGE PARK TOTAL	\$ 486.31	

LIBRARY PARK:

Item	Price per month	Frequency
Mowing with rotary mower: including lawn area and parkway (Every other week, except for once a week during the warm season)	\$ 837.74	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas after mowing (Every other week, except for once a week during the warm season)	\$ 87.10	1x/2wks. (except 1x/wk. in warm season)
Sweep/blow all concrete areas, steps, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 186.04	Weekly
Rose maintenance including fertilization and pruning	\$ 62.01	4x's/yr.
Picking up and emptying trash M-W-Th-F	\$ 124.02	4 days/wk.
Weed control throughout the Park	\$ 248.05	Weekly
Field maintenance plan (per Table I)	\$ 139.53	Per Table I
PM irrigation: maintain and repair	\$ 186.04	Weekly
Detailing shrubs and flowering plants	\$ 248.05	Monthly
Re-planting	\$ 62.01	2x's/wk.
LIBRARY PARK TOTAL	\$ 2,180.59	

WAR MEMORIAL PARK:

Item	Price per month	Frequency
Mowing with rotary mower: including lawn area and parkway (Every other week, except for once a week during the warm season)	\$ 388.36	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas (Every other week, except for once a week during the warm season)	\$ 68.90	1x/2wks. (except 1x/wk. in warm season)
Sweep/blow all concrete areas, steps, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 112.69	Weekly
Sweep/blow Oaklawn Bridge	\$ 28.17	Monthly
Picking up trash (Bid item removed, no trash cans)	\$ -	-
Weed control throughout the Park	\$ 112.69	Weekly
Field maintenance plan (per Table I)	\$ 63.39	Per Table I
PM irrigation: maintain and repair	\$ 112.69	Weekly
Detailing shrubs and flowering plants	\$ 42.26	As needed
Clean Swale	\$ 70.43	Monthly
WAR MEMORIAL PARK TOTAL	\$ 999.58	

ORANGE GROVE PARK AND SERVICE FACILITY:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, sports field, and parkway (once a week, except for twice a week during the warm season)	\$ 1,302.75	Weekly (except 2x's/wk. in warm season)
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	\$ 171.41	Weekly (except 2x's/wk. in warm season)
Sweep/blow all concrete areas gazebo picnic area, steps, bleachers, dugouts, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 274.26	Weekly
Blowing leaves, weeding and cleanup of tennis courts	\$ 137.13	Weekly
Power washing tennis courts	\$ 137.13	Monthly
Power washing gazebo and picnic area	\$ 171.41	Weekly
Power wash inside and outside of park restroom	\$ 102.85	Monthly
Power wash playground rubber surface	\$ 102.85	Monthly
Picking up and emptying all trash cans seven days per week	\$ 274.26	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	\$ 34.28	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday & holiday's	\$ 68.57	Weekly
PM irrigation: maintain and repair	\$ 137.13	Weekly
Field maintenance plan (per Table IV)	\$ 244.25	Per Table IV
Detailing shrubs and flower beds	\$ 102.85	Weekly
Rototill sand area equipment	\$ 34.28	Monthly
Rake, grade and clean sand play area including setting sand under slide	\$ 34.28	Weekly
Filling dog waste stations	\$ 34.28	Weekly
ORANGE GROVE PARK AND SERVICE FACILITY TOTAL	\$ 3,363.97	

ARROYO PARK AND SPORTS FIELDS:

Item	Price per month	Frequency
Mowing with rotary mower: recreational area, lawn, sports field, and parkway (once a week, except for twice a week during the warm season)	\$ 2,111.34	Weekly (except 2x's/wk. in warm season)
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	\$ 263.92	Weekly (except 2x's/wk. in warm season)
Sweep/blow all concrete areas gazebo picnic area, steps, bleachers, dugouts, and sidewalks around the parkway and cleaning up leaves, litter and debris	\$ 211.13	Weekly
Power washing gazebo and picnic area	\$ 211.13	Weekly
Power wash inside and outside of park restroom	\$ 211.13	Monthly

Picking up and emptying all trash cans seven days per week	\$ 211.13	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	\$ 52.78	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday and holiday's	\$ 158.35	Weekly
PM irrigation: maintain and repair	\$ 263.92	Weekly
Field maintenance plan (per Tables II and III)	\$ 395.00	Per Tables II & III
Re-planting	\$ 158.35	1x/yr.
Detailing shrubs and flower beds	\$ 211.13	Weekly
Dress up EWF in the play areas	\$ 211.13	Weekly
Filling dog waste stations	\$ 105.57	Weekly
Maintain 10 foot weed and shrub clearance from the fence around the ball fields	\$ 211.13	Monthly
ARROYO PARK AND SPORTS FIELDS TOTAL	\$ 4,987.14	

ARROYO SECO WOODLAND AND WILDLIFE PARK:

Item	Price per month	Frequency
Litter removal	\$ 297.87	Weekly
ARROYO SECO WOODLAND AND WILDLIFE PARK TOTAL	\$ 297.87	

DOG PARK, SKATE PARK AND PARKING LOT:

Item	Price per month	Frequency
Trash pick-up at both parks and the parking lot on M-W-F (including picking up dog waste within the Dog Park)	\$ 123.98	3x's/wk.
Blow EWF back into the planters	\$ 31.00	Weekly
Weed control	\$ 31.00	Weekly
Fill dog waste stations	\$ 31.00	Weekly
Fill in low areas of DG (including the walkway in front of the park)	\$ 31.00	Weekly
Clearing out the trash beneath the skate park ramps	\$ 21.70	Weekly
Sweep/blow and remove debris, leaves and litter from the Parks, walkway surrounding the Parks and the Parking Lot	\$ 24.80	Weekly
DOG PARK, SKATE PARK AND PARKING LOT TOTAL	\$ 294.48	

DEMONSTRATION GARDEN:

Item	Price per month	Frequency
Mowing with rotary mower (Every other week, except for once a week during the warm season)	\$ 279.48	1x/2wks. (except 1x/wk. in warm season)
Edging, trimming all areas (Every other week, except for once a week during the warm season)	\$ 55.90	1x/2wks. (except 1x/wk. in warm season)
Blowing and cleaning up leaves, litter and debris	\$ 39.13	Weekly

Picking up and emptying trash T-Th	\$	50.31	2 days/wk.
Spreading mulch	\$	11.18	2x's/yr.
Weed abatement/control	\$	16.77	Monthly
Fill dog waste station	\$	16.77	Monthly
Detailing shrubs and flower beds	\$	44.72	Weekly
PM irrigation: maintain and repair	\$	44.72	Weekly
DEMONSTRATION GARDEN TOTAL	\$	471.41	

VIA DEL REY POCKET PARKS (NORTH AND SOUTH):

\$558.98

Item	Price per month	Frequency
Mowing with rotary mower	\$ 221.19	1x/2wks.
Edging, trimming all areas	\$ 29.22	1x/2wks.
Blowing and cleaning up leaves, litter and debris	\$ 25.01	1x/2wks.
Picking up and emptying trash T-Th	\$ 50.08	2 days/wk.
Weed abatement/control	\$ 41.73	Monthly
Detailing shrubs and flower beds	\$ 37.56	1x/2wks.
PM irrigation: maintain and repair	\$ 33.38	1x/2wks.
VIA DEL REY POCKET PARKS (NORTH AND SOUTH) TOTAL	\$ 438.20	

SAN PASQUAL PARK:

Item	Price per month	Frequency
Litter removal	\$ 158.99	Monthly
Weed abatement	\$ 85.61	Monthly
SAN PASCUAL PARK TOTAL	\$ 244.60	

SNAKE TRAIL:

Item	Price per month	Frequency
Sweep/blow all concrete/asphalt areas cleaning up leaves, litter and debris	\$ 12.13	Monthly
Litter removal	\$ 12.13	Monthly
Trim the shrubs adjacent to the trail to maintain clearance	\$ 12.12	Monthly
Weed abatement/control	\$ 12.13	Monthly
SNAKE TRAIL TOTAL	\$ 48.51	

STONE DRIVE AND ARROYO DRIVE TRAILS:

Item	Price per month	Frequency
Weed Abatement/control	\$ 19.42	4x's/yr.
Spread mulch along the whole trail	\$ 19.40	4x's/yr.
Litter removal	\$ 19.40	4x's/yr.
A 6-foot wide minimum walkway shall be maintained. Any bushes or trees conflicting with the walkway shall be removed.	\$ 19.40	4x's/yr.
Tree skirting (tree clearance should be checked quarterly and corrected if needed)	\$ 19.40	4x's/yr.
STONE DRIVE AND ARROYO TRAILS TOTAL	\$ 97.02	

CIVIC CENTER AND PARKING LOTS:

Item	Price per month	Frequency
Trimming all ivy and shrubs	\$ 140.87	Monthly
Courtyard maintenance including: manual watering, weed control, plant detailing and trash removal	\$ 140.87	Monthly
Sweep/blow and remove debris, leaves and litter from sidewalks and approaches around the Civic Center and Parking Lots	\$ 352.17	Weekly
Detailing plants in the planter	\$ 169.04	Weekly
PM irrigation: maintain and repair	\$ 140.87	Weekly
CIVIC CENTER AND PARKING LOTS TOTAL	\$ 943.82	

SAN PASQUAL HOUSE:

Item	Price per month	Frequency
Mowing with rotary mower: including lawn area and parkway	\$ 91.81	1x/2 wks.
Edging, trimming all areas	\$ 33.39	1x/2 wks.
SAN PASCUAL HOUSE TOTAL	\$ 125.20	

MEDIANS AND EASEMENTS (except Stoney Drive Easement and South Pasadena Sign Hillside)

Item	Price per month	Frequency
Mowing with rotary mower	\$ 883.84	1x/2 wks.
Edging, trimming all areas	\$ 184.13	1x/2 wks.
Blowing and cleaning up leaves, litter and debris	\$ 515.58	Weekly
Detailing shrubs and flowering planters	\$ 220.96	Weekly
Sidewalk cleaning and trash removal	\$ 257.79	Weekly
Pest Control	\$ 184.13	4x's/yr.
Weed Control	\$ 515.58	Weekly
PM irrigation: maintain and repair	\$ 515.58	Weekly
Deep root tree fertilization	\$ 73.65	1x/yr.
Rose maintenance including fertilization and pruning	\$ 147.31	4x's/yr.
Spreading mulch	\$ 147.31	4x's/yr.
Re-planting	\$ 36.83	1x/yr.
MEDIANS AND EASEMENTS TOTAL	\$ 3,682.69	

SOUTH PASADENA SIGN HILLSIDE & SIGN TRAIL:

Item	Price per month	Frequency
Picking up and emptying trash cans T-Th	\$ 223.90	2 days/wk.
SOUTH PASADENA SIGN HILLSIDE & SIGN TRAIL TOTAL	\$ 223.90	

WATER FACILITIES:

Item	Price per month	Frequency
Garfield Reservoir	\$ 201.26	1x/2wks.
Grand Reservoir	\$ 201.26	1x/2wks.
Westside Reservoir	\$ 201.26	1x/2wks.
Kolle Pump House	\$ 59.64	1x/2wks.
Bilicke Tank	\$ 272.07	1x/2wks.
Raymond Tank	\$ 130.45	1x/2wks.
Wilson Reservoir	\$ 272.07	1x/2wks.
Wilson Well 2	\$ 130.45	1x/2wks.
Graves Reservoir	\$ 201.26	1x/2wks.
WATER FACILITY TOTAL	\$ 1,669.68	

MONTHLY TOTAL = ~~\$25,428.15~~ \$25,870.68

RATE SHEET

Item	Price per hour
Landscape Maintenance Labor	\$ 50.00
Irrigation Specialist	\$ 55.00
Certified Arborist (optional service)	\$ 75.00
Foreman	\$ 60.00
Supervisor	\$ 70.00
Walk Behind Self-Propelled Aerator	\$ 125.00
Tractor with Aerator attachment	\$ 125.00
Bobcat/Skid Steer	\$ 125.00
Utility Tractor-Hydrolic or P.T.O Driven	\$ 125.00
Dump Truck	\$ 175.00
Walk behind trencher	\$ 150.00
Turf Vacuum/Power Rake	\$ 125.00
EXTRA WORK PLANT MATERIAL (cost include material and labor to install)	Price per plant or tree
1 gallon plant or shrub	\$ 8.00
1 gallon native plant	\$ 10.00
5 gallon plant or shrub	\$ 25.00
5 gallon native plant	\$ 27.50
15 gallon plant or shrub	\$ 75.00
15 gallon native plant	\$ 85.00
15 gallon Tree w/stakes and VIT Twist Brace	\$ 125.00
24" Box Tree w/stakes and VIT Twist Brace	\$ 400.00
36" Box Tree	\$ 825.00
48" Box Tree	\$ 1,750.00
60" Box Tree	\$ 4,000.00



City Council Agenda Report

ITEM NO. 15

DATE: December 21, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Mary Jerejian, Management Analyst

SUBJECT: **Presentation of a Citywide Operational Status Update**

Recommendation

It is recommended that the City Council receive a monthly Citywide operational status update.

Background

City staff has presented three previous operational status updates to the City Council and community on a monthly basis beginning September 2022. All operational update reports have included information and graph representations regarding the City's operations, recruitment/staffing updates, department assessment updates, and updates regarding major projects throughout every City department.

A City Finance Ad Hoc Committee was formed in September 2020 to review the Fiscal Year 2020-2021 Budget, the Annual Comprehensive Finance Report (ACFR) for Fiscal Year 2018-2019, and to address concerns of oversight and management of the City's budget process under the purview of previous administration at City Hall. The Ad Hoc Committee submitted a report of their findings at the June 15, 2022 City Council Meeting, and it was further discussed at the August 17, 2022 City Council Meeting. One of the recommendations was to provide quarterly updates to the Finance Commission and City Council. The City has committed to quarterly updates, and looks to implement monthly updates in Spring 2023. The City Manager's Office has committed to presenting monthly operational reports in addressing concerns of oversight and management of priority areas.

All operational updates within the staff report regarding recruitments, department assessment updates, projects, and efforts follow the priorities as outlined in the City's Strategic Plan for 2021-2026 that was adopted by City Council on December 15, 2021.

The overarching goals within the Strategic Plan include:

1. Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future;
2. Create a Strong Economic Development Strategy to Strengthen Local Business;
3. Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts;
4. Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs;
5. Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs; and
6. Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

In conjunction with the 2021-2026 Strategic Plan, the City Council adopted the 2022-2023 Fiscal Year Budget, which focuses on improved policies and procedures, re-establishing the City’s Capital Improvement Program, re-sizing the organization in regard to recruitments, and continuous improvements in providing City services to the community.

Included in the Adopted Budget are Key Performance Indicators (KPIs) for each department that will quantify the City’s accomplishments as a part of the 2022-2023 Fiscal Year. The Strategic Plan, Fiscal Year 2022-2023 Budget, and Key Performance Indicators are the guiding documents to identify and prioritize City goals and related efforts and projects, and dedicate appropriate resources to them.

Analysis

The City has completed approximately 50% of the Strategic Plan, and 50% is in progress. There are currently 27 total recruitments citywide, with 23 of them being active recruitments. Of the 23 active recruitments, four candidates are in the background process and five offers have been extended to candidates that have not started yet. In addition, four recruitments are on hold. One position in the Community Development Department and one in the Human Resources Division will be vacating, as those employees have accepted lateral positions with other agencies for higher pay. A pie chart with the data on all recruitments could be found toward the end of the report.

In regard to overall updates, the City’s Finance Department and City Manager’s Office has created a proposed timeline for the Fiscal Year 2023-2024 Budget process. The process will include City Council, department, resident, community, and staff review and input sessions. The City will engage in Community Outreach starting early 2023 to ensure residents are informed, and have ample opportunity to provide input.

The Fiscal Year 2023-2024 Budget Process Proposed Timeline, Department Assessment Updates, and Citywide Recruitment updates, follow:

Fiscal Year 2023-2024 Budget Process Proposed Timeline

Months	Proposed Plans
January 2023	Capital Improvement Program (CIP) planning meeting

February 2023	Mid-Year budget report to City Council, budget kickoff meetings for budget representatives, and budget request forms distributed to all departments.
March 2023	Budget request forms due to Finance.
April 2023	Finance prepares proposed operating and CIP budgets, citywide budget presentations for employees, meetings with Councilmembers and City Manager. Kickoff community input sessions.
May 2023	Preliminary budget to go to the Finance Commission, CIP to go to the Planning Commission, public community meetings and workshops. Public hearing and adoption of budget.
June 2023	Continuation of budget hearing if necessary.

Department Assessment Updates

Department	Assessment Status	Next Steps
Management Services <ul style="list-style-type: none"> • City Clerk Assessment • Human Resources Assessment • Information Technology Assessment 	<ul style="list-style-type: none"> • City Clerk Assessment: Completed August 16, 2021. • Human Resources Assessment is underway and consultant recommendations have been provided to the Department. • Information Technology Assessment: In progress. 	<ul style="list-style-type: none"> • City Clerk Assessment: Recommendations in progress. • Human Resources Assessment: Consultant recommending changes to Personnel Rules and Regulations and HR Policies. • Information Technology Assessments: Recommendations will be provided when assessment is complete.
City Manager's Office (Diversity Equity, Inclusion, and Belonging Assessment)	Completed June 30, 2021.	Implementing recommendations from the assessment are ongoing.
Community Services	Assessment has launched and is in progress.	A draft report has been received and is being reviewed by staff.
Community Development	Not initiated due to vacancies and existing workload in the department.	Staff anticipates soliciting a consultant in Fiscal Year 2023-2024.
Public Works	Completed Fall 2021.	The assessment indicated the need for additional staff, and the management of department work flows associated with its number of public commissions and meetings.

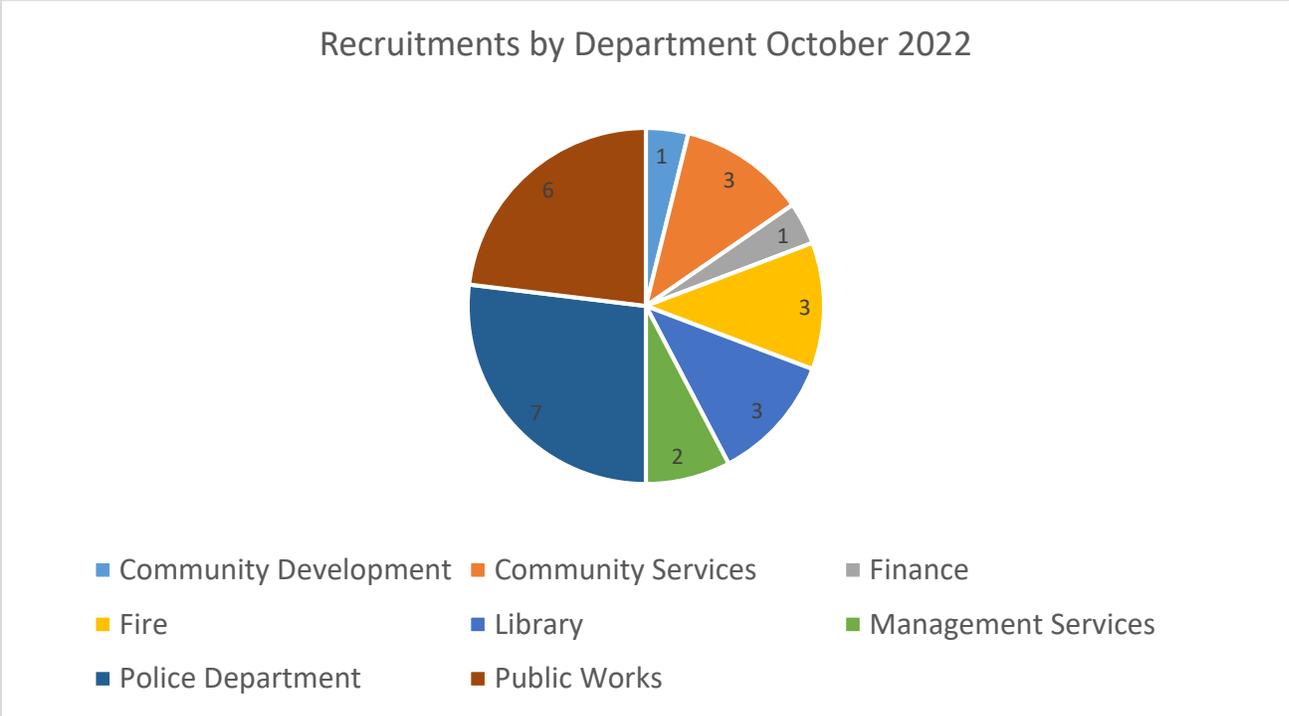
		Staff will return to City Council in the near future to request approval of the consolidation of two positions to one Facilities and Parks Supervisor position, and creation of a new Senior Maintenance Worker position in the division. The request will also finalize the job description for the Transportation Program Manager.
Police Department	In Progress.	A community working group reviewed and revised the Request for Proposal (RFP), and it was re-released on September 29, 2022 to solicit more competitive bids for consideration. On October 31, 2022, the City received 5 RFPs. The bids have been reviewed and discussed by the working group; two consultants have been identified to move forward with interviews, estimated to be held on or before December 21, 2022. The group anticipates making a final determination and staff taking a contract award request to City Council on January 18, 2023.
Finance Department	Initiated.	Interim Finance Director, Maida Alcantara, will be completing the Finance Department Assessment in the next three months. As part of the assessment, a detailed staff report is being drafted summarizing previous assessments and reports.
Fire Department	In Progress.	Staff is drafting an RFP.

Citywide Recruitment Updates

Department	Recruitments	Status of Recruitments
Community Development	Community Improvement Officer.	Recruitment for the Community Improvement Officer continues.

Community Services	Recreation Leaders (part-time), Transit Driver (part-time), and Management Analyst.	Recreation Leader positions are continuous. The Management Analyst position has been posted.
Finance Department	Finance Director.	Deputy Finance Director/Controller, Hsiulee Tran began with the City on November 21, 2022.
Fire Department	Firefighter/Paramedic, Firefighter/Paramedic (lateral), Fire Engineer promotional.	Two Firefighter/Paramedics are actively in the background process. Their written portion of the exam was on November 28, 2022, and interview dates are pending.
Library	Full-time librarian for Adult and Digital Services, Library Clerk II (part-time), Library Aide (part-time).	Interviews for the promotional part-time Clerk II vacancy took place on November 14, 2022. Limited term Management Intern was hired as a Library Aide effective November 1 st , and his internship has ended. A Library Clerk I was re-classified to a Library Clerk II effective December 5 th .
Management Services	Deputy City Clerk and Management Assistant (part-time).	A Deputy City Clerk candidate is currently in the background process. Interviews for the Management Assistant position took place on November 29, 2022.
Police Department	Police Clerk, Police Cadets, Police Officers.	The new Police Clerk II written exam was completed and sent for approval to the Human Resources Division on November 30, 2022. One Police Cadet applicant was given a conditional offer on December 8, 2022 and is pending a background process. Two Police Officer Recruit applicants are currently in the background process, and three Police Officer Lateral applicants are pending testing for December 17, 2022.

Public Works	Water Utility Worker I and II, Senior Maintenance Worker, Parks Maintenance Worker I, Senior Water Production/Treatment Operations, Parks and Facilities Maintenance Supervisor, Management Assistant, Electrician, Transportation Manager, and Management Intern.	<p>There is an active recruitment process for Electrician Maintenance Worker. The Parks Maintenance Worker position is pending City Council approval and/or review with the Employee Association prior to Human Resources beginning a recruitment.</p> <p>On December 7, 2022, the City Council approved the revised job classification for the Transportation Manager position. The Human Resources Division is moving forward with recruitment efforts.</p>
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Fiscal Impact

There are costs associated with various elements referenced in the operational status updates within this report. Each department is responsible for paying for their respective assessments. All department assessments with their respective recommendations will be brought individually to City Council with fiscal impacts.

Attachments:

1. Citywide Updates Chart

2. Finance Department Performance Measurements
3. Key Performance Indicators from Fiscal Year 2022-2023 Adopted Budget

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ATTACHMENT 1
Citywide Project Updates Chart

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Citywide Project Updates
Department Major Projects – December 21, 2022

Department	Project(s)	Status	Next Steps
Community Development	Housing Element, General Plan, and Downtown Specific Plan	The Public Draft was released on Dec. 5 and submitted to California Housing and Community Development (HCD) on December 12, 2022. Staff continues to review the General Plan and Downtown Specific Plan for consistency with the Housing Element.	A response letter by HCD is expected by January 27, 2023.
Community Development	Caltrans Unoccupied Properties	Inspections of the 20 unoccupied parcels have been completed. SPPF is anticipated to complete evaluations of the historic unoccupied properties by mid-December. Staff scheduled a neighborhood meeting on December 14 from 5 p.m. to 6:30 p.m. to discuss security issues.	Staff anticipates to go to City Council with financial analysis, discussion regarding acquisition and disposition of unoccupied properties in January 2023.
Community Development	Electronic Permitting System	Award of contract was taken to Council on December 7.	City Council approved the contract. Next steps includes coordinating with vendor on the workflow needs assessment which is expected to be completed by mid-March 2023.
Community Services	CivicPlus Software Updates	A fully executed agreement has been sent to CivicPlus.	Phase three is underway with the first training occurring on December 14 for all Supervisors and Coordinators. After completing of training, staff will begin the date entry of all classes, events and

			facilities. In early January, staff will participate in a Q & A with Civic Rec to discuss questions or any situation that arise that from data entry.
Community Services	Assessment of Existing Contracts with Facilities	Terms for Batting Cages and I-Tennis have been negotiated with City Council and the Operators.	City Attorney is writing the batting cages and i-Tennis agreements. Staff has completed the staff report and Amendment No. 2 for the current I-Tennis to extend the agreement to a month-to-month until April 1, 2023
Community Services	Co-Sponsorship and Special Event Application and Process	Further review by departments is underway.	Staff is preparing Google documents to allow access to all departments to make edits to revise and simplify the special events and co-sponsorship applications and permit process. The department assessment consultant is also reviewing the documents for further refinement. Staff is drafting correspondence to previous special events and co-sponsorship, groups and applicants to welcome their input on the policy update efforts.
Community Services	Pocket Parks	Construction Documents and CEQA are under review by the City.	Public Works, Fire, and the Community Development Departments are reviewing the CEQA documents for both pocket parks along with construction plans.
City Manager's Office	Economic Development	The department launched the Guide to Doing Business and Quarterly Newsletter on Major Projects and Development. New programming for Economic Development include virtual business office hours that will take place every Tuesday morning	The Economic Development team is continuing to explore ideas for business support programming, and is currently focusing on website revamp efforts, business license process, and customer service improvements.

		and evening for thirty minutes, and the City's survey to the Downtown District businesses on special events permitting.	
City Manager's Office	Communications Analysis	The department is preparing a Communications Analysis to track all communications tools in the City to better understand our outreach efforts, and how to improve these efforts.	<p>The department will be working closely with other departments at the City's Interdepartmental Communications and Engagement Team (ICE-T) to create a standardized communication plan for programs and events.</p> <p>A community communications survey will launch soon, to solicit input on communications strategies.</p>
City Manager's Office	Social Services	November 9, 2022 the City held the 1st Annual Social Services and Social Justice Forum. The resource fair includes presentations and booths from the Department of Military Veteran Affairs, Department of Mental Health, LA County Department of Aging and Disability, Foothill Workforce Development Board, Peace of Violence, South Pasadena Tenants Union, LA Center for Alcohol and Drug Abuse, Housing Rights Center, and many others. The inaugural event was commemorated with certificates recognizing the City's efforts from Supervisor Barger, Assemblymember Holden, and Senator Portantino.	<p>The City Manager's Office has established a Social Services and Mental Health Task Force comprised of all service providers, faith based community and community partners that serve South Pasadena.</p> <p>The City Manager's Office is working on a resource guide for all providers available in the community and it will launch in print and online mid December 2022.</p> <p>Staff will also be presenting a Shop Talk with the Chamber of Commerce February 7, 2023 focusing on Veteran's Affairs and Foothill Workforce Development employment opportunities for local businesses.</p>

City Manager's Office	Legislation	City Manager's Office working on San Gabriel Economic Partnership (SGVEP) Legislative Action Committee, and staff is in progress in assisting the SGVEP in creating a draft document.	City Manager's Office will be bringing the 2023-2024 Legislative Platform to Council in early 2023 for adoption.
Finance Department	Finance Policies and Procedures	Councilmember Mahmud with a second by Mayor Pro Tem Primuth will be requesting language be added in the Purchasing Policy and related ordinance, and will add recommendations with the proposed ordinance.	The new Policies and Procedures were passed by the City Council at the December 7, 2022 regularly scheduled Council meeting.
Finance Department	Bank Reconciliations	Bank Reconciliations are complete through September, and October is in-progress.	The department will complete the bank reconciliation within 30 days after the month ends.
Finance Department	Time Clock Plus (TCP) In-house Payroll Process	TCP is now fully operational except for the Fire and Police departments.	The Finance Department is continuing to provide training opportunities at the request of the departments. City Manager and Finance staff working with TCP and public safety scheduling add-on Aladtec to ensure compatibility ahead of public safety transitions.
Finance Department	Monthly Investment Reports	Current and on schedule.	The October monthly investment report was completed on December 6, 2022.
Finance Department	Audit	The audit process has begun.	The audit has launched; the goal for completion is by January 31, 2023.
Finance Department	Budget Calendar	The department has drafted the 2023-24 Budget calendar as the City prepares for the next budget cycle.	In the beginning of January 2023, Capital Improvement Plan (CIP) meetings will launch and continue throughout the adoption process. In February, the Mid-Year Budget report

			will come to City Council. In the month of April and May of 2023, community input sessions and opportunities will be held in-person and online for community feedback and input on the proposed budget, prior to the Public Hearing and Adoption of Budget.
Fire Department	Emergency Operations Plan	The department has presented the draft Emergency Operations Plan to the Public Safety Commission and Natural Resources Environmental Commission. Several meetings have also been hosted with various City stakeholders.	The department presented the revised Emergency Operations Plan to the City Council on December 7, 2022, and received input. The department will return to City Council in early 2023 with revisions and for adoption.
Fire Department	Local Hazard Mitigation Plan	The department has awarded a contract to a consultant to assist in the process. Several stakeholder meetings have taken place and will continue through the end of the year.	The department will continue to meet with required stakeholders and bring the draft plan to the City Council in early 2023.
Library	Library Strategic Plan	The Library Strategic planning process for 2023-2027 has been underway since June. The consulting team has been on-site twice and gathered input from the community and from staff through an online survey and in-person sessions with staff, public, and the Strategic Planning Advisory Committee. In early October, senior Library staff worked with the consulting team to review a new mission statement,	Performance measures related to goals and tasks are being identified and the first draft of the Strategic Plan document is being prepared. A final Strategic Plan document will be delivered by the end of the calendar year and will be presented to City management, the public and the City Council in February.

		<p>strategic focus areas, and related goals and tasks. Resource readiness was considered, i.e., how equipped/ready are current facilities, technology, and staffing to support goals and tasks. The consulting team made a presentation to the Library Board of Trustees on October 13, 2022 and again on October 26, 2022.</p> <p>Staff have reviewed and analyzed all 1,061 comments that were collected from the online survey.</p>	
Library	Library Special Tax	<p>The question of extending the Library Special Tax was put out to voters in November, 2022 as Measure LL. Library staff prepared a Frequently Asked Questions (FAQ) document about the Special Tax. The FAQ are also available on the Library's website. Educational outreach about the Library's programs and services generally is underway.</p>	Measure LL passed by a majority vote.
Management Services	November 8, 2022 General Municipal Election	Completed.	<p>The 2022 Elections have completed, and the City has received the official results from Los Angeles County Registrar-Recorder on December 7, 2022. The canvassing and certification of the elections will take place at the December 21, 2022 regularly scheduled City</p>

			Council meeting, followed by a City Council reorganization.
Management Services	Board, Commission, and Committee Vacancies	In progress.	The City Clerk's Office is working to fill vacancies within the coming months to ensure that all advisory bodies have a quorum. Mayor Cacciotti will make unscheduled vacancy appointments at the December 21, 2022 City Council meeting, and any positions vacated at the end of the year, either by resignation by a newly elected official or by term expiration, will be appointed and filled in January 2023.
Management Services	Public Records Requests	In progress.	The City Clerk's Office is actively working to fulfill outstanding public records requests and establish process improvements to ensure timely responses.
Police Department	Concealed Carry Weapons (CCW) Permit Fee Schedule	Completed	The City Council re-established and approved of a fee schedule associated with CCW applications at the December 7, 2022 City Council meeting.
Public Works and Police Department	Electrification	Participation Agreements approved by City Council.	Staff are executing agreements with SCE and CPA, and are also working with the South Coast AQMD Mobile Source Air Pollution Reduction Review Committee (MSRC) on a substantial grant opportunity to partially fund vehicles and electric vehicle charging infrastructure.
Public Works	Leaf Blower Ordinance	Implementation began on October 1, 2022, but enforcement will not begin until early 2023 to increase	Staff is finalizing print materials (informational letter and flyer) to be mailed to all residents with information

		community outreach and to align with availability of grants or subsidy programs for residents and businesses.	about electric leaf blower subsidies and ordinance in January 2023. South Coast AQMD anticipates that program funding for the lawn and garden equipment exchange will resume in March 2023.
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ATTACHMENT 2

Finance Performance Measures

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South Pasadena Finance Department			
PERFORMANCE MEASUREMENTS- December 21, 2022			
Measurement	Unit of Measure	Type of Indicator	Status
Accounting Management			
Complete Bank Reconciliations by 20th Day of Month	%	Effectiveness	Completed September 2022 and October 2022 is in progress.
Cash Bank Deposit 1x or 2x Per Week	%	Effectiveness	Current.
Electronic Bank Deposit Every Day	%	Effectiveness	Current.
Unmodified or "Clean" Audit Opinion Obtained for ACFR	Yes/No	Effectiveness	Audit is midway, status meeting with auditors took place on December 14, 2022.
Number of Audit Findings	#	Efficiency	To be determined at the conclusion of the audit in-progress.
Award Received for ACFR Reporting Excellence	Yes/No	Effectiveness	Application due January 31, 2022.
State Controller's Report Filed on timely basis (1/31)	Yes/No	Effectiveness	Will meet deadline.
Metro, Gas Tax Audits Completed on Schedule	Yes/No	Effectiveness	Gas tax audit completed November 8, 2022. MTA audit completed waiting for MTA to submit draft.
Payroll tax quarterly reports timely filed for State (DE9/DE9C)/Federal (941)	%	Effectiveness	Will meet deadline.
Financial Reporting to Decision Makers			
Distribute Monthly GL Revenue/Expenditure Reports to depts. by 15th of month	%	Effectiveness	Monthly assignment
Present Quarterly Financial Reports to City Council in October, May and August	Yes/No	Effectiveness	Agendized for October 5, 2022, February 1, 2023 and May 3, 2023.
Present Midyear Report to City Council in February	Yes/No	Effectiveness	Successfully completed March 2022.
Include 5-Year General Fund Financial Projection in Midyear Report	Yes/No	Effectiveness	Successfully completed March 2022.
Treasury Management			
Present City Treasurer's Monthly Investment Report to City Council every month	%	Effectiveness	Current. Will be presented to City Council on December 21, 2022.
Present City's Investment Policy to City Council in November 2022	Yes/No	Effectiveness	City Council approved on November 16, 2022.
Average Portfolio Par Balance	\$	Workload	Included in Investment Report.
Variance Between City Portfolio and LAIF Book Rates of Return <i>City Higher or (City Lower)</i>	%	Effectiveness	Included in Investment Report

Budgetary Management			
Adopt Annual Budget in June	Yes/No	Efficiency	Budget Calendar for FY 23-24 has been established.
Include 5-Year General Fund Financial Projection in Proposed and Adopted Annual Budget	Yes/No	Effectiveness	Successfully completed June 2022
Information Technology			
Complete Implementation of TCP Third-Party Electronic Timecard System by November 30, 2022	Narrative	Effectiveness	In Process; City Manager and Finance staff working on implementation and collaboration between TCP and Aladtec, a staff scheduling product for public safety.
Attendance at Spring brook Annual Conference by 2 Department Employees Each Year	Yes/No	Efficiency	Planned for 22-23
Contracts and Purchase Orders Management			
Electronic Encumbrances Established for All Contracts and Purchase Order Having Value Greater than current policy limit	Yes/No	Efficiency	Already implemented
Payroll Management			
Annual Covered Payroll *	\$	Workload	Stated in budget.
Distribute W2s per IRS guidelines	Yes/No	Effectiveness	Successfully completed in 2022
Accounts Payable			
Complete Warrant Register With Inclusion of All Properly Prepared Payment Requests	%	Effectiveness	Bi-monthly task
Business Licensing			
Number of Licensing Accounts	#	Workload	To be stated in budget
Percentage of Licensing Accounts Paid Electronically	%	Efficiency	To be stated in budget
Utility Billing			
Number of Water Accounts	#	Workload	To be stated in budget
Percentage of Water Accounts Paid Electronically	%	Efficiency	To be stated in budget

* = Detailed in Annual Budget

ATTACHMENT 3

Key Performance Indicators

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Key Performance Indicators

The City Manager's Team is focused on improving the quality of life for residents, businesses and employees. With the move of Economic Development to the City Manager's Office, the City Manager's team is redefining community outreach and engagement, business support and service. A commitment to Strategic Plan goals and active legislative efforts ensure furthering the community's priorities while protecting and preserving quality of life in South Pasadena.

Public Engagement/ Community Outreach

Establish and implement a targeted Community Outreach Program, including:

- 150-300 photos of the City, and Departments for marketing and documents by FY2022
- 1,000 new followers across social media by the end of FY2022
- 5,000 Neighborhood Pulse subscribers by FY2022
- Explore creation of a City app for civic engagement, service requests and programming
- Create a new City website that is user-friendly, current and well-maintained
- Strategic Plan Quarterly Updates
- Track communications outreach by assessing tools used to conduct outreach, tracking spending on such tools, and sharing impact and metric reports to City Council

Economic Development

Develop and launch and Economic Development program:

- Business Concierge Service Program, including business visits and business review sessions with interdepartmental Economic Development Team
- Create a 'Guide to Doing Business in South Pasadena'
- Branding and marketing plan
- Host two business networking events in 2022

Establish and Prioritize Healthy Workplace Culture

- Establish Citywide internship and professional shadowing programs
- Host quarterly Mid Manager's Meetings
- Plan and Host City Open House Event

Key Performance Indicators

The Management Services Department oversees the Human Resources and Risk Management Division, the City Clerk's Office, and Information Services. The department is focused on effectively centralizing management of citywide grants and contracts, establishing and implementing the Grants Manual and Policy Document, hosting monthly grant meetings with all Departments to ensure compliance and provide training, providing secure and reliable technological infrastructure for the City by completing and implementing initiatives in the Technology Master Plan, and updating administrative policies.

City Clerk's Office

Enhancing Customer Service through Innovation

- Continue to update and improve the City Clerk's webpage to provide quick access of information and accountability insuring public transparency on a quarterly basis, or as necessary changes to content arises
- Host and Record 2 trainings for Staff for Agenda Process
- Host and Record 2 onboarding trainings for appointed elected officials, including Commissioners and Staff Liaisons
- Host Commissioner Congress
- Continue to provide exemplary customer service, keeping in mind the diverse population we serve

2022 General Municipal Election

- Successfully coordinate with the County for the City General Municipal Election in November

Utilize Records Management Systems to Account for and Maintain Citywide Records

- Implement City's Records Retention schedule and host 2 trainings for staff
- Host Quarterly Records Clean Up Day, citywide, to include review of physical and electronic records
- Track and report on Public Records Act (PRA) Requests to the City Council on a monthly basis

Human Resources and Risk Management

Organizational Culture

- Update Personnel Policies, Rules & Regulations
- Building an Employer brand to attract and retain top caliber candidates
- Develop organizational culture framework
- Enhance diversity, equity and inclusion (DEI) initiatives

Employee Experience (EX)

Key Performance Indicators

At the Finance Department, we strive to work efficiently and effectively. In the past few years we have launched various projects that will be in full effect this year.

Workflows

In Fiscal Year 2021-2022, the Accounts Payable and Receivable functions became completely digital via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. It also falls in line with the City's environmental strategies by reducing the amount of paper used.

Payroll

The Finance department has taken on the magnanimous task of in-house payroll. This allows staff to have more autonomy over their payroll. We endeavor to make this process more efficient, therefore time and attendance procedures are currently being developed. In FY 2022-2033, our goal is to successfully launch the Time and Attendance portion of payroll utilizing Time Clock Plus.

Records

Finance converted document retention procedures to a digital format. In previous years, all documents were only paper copies. We have invested time into scanning and converting documents to a digital platform in order to have quicker access. This allows the department and the City to respond to inquiries quicker in the future. We continue to change all paper documents into a digital and/fillable form to continue these procedures.

Enterprise Resource Planning Upgrade

Finance currently utilizes a software called Springbrook for its accounting needs and resources. This year we plan to take this software to new heights by enrolling in the Cloud-based system. This will allow the department to generate new reports and improved reports. As well as adding a layer of security to our financial data in the event of a natural disasters.

Bank Reconciliation

Bank reconciliations shall be completed 30 days after the previous month end and no later than 45 days.

Annual Audit and ACFR

The audit shall commence in November with the completion of the audit no later than January of the following year. The Annual Comprehensive Financial Report (ACFR) shall be completed and submitted to City Council in March following the prior fiscal year.

Key Performance Indicators

The South Pasadena Police Department meets the needs of the community by providing professional services to safe guard the city in crime prevention. Community outreach is accomplished by active patrols, educational programs, and social media through the City's website. The Key Performance Indicators (KPI) for the department demonstrate the need to quantify its information in a concise and articulate manner.

Computer Aided Dispatch and Record Management System (CAD/RMS)

- On March 22, 2022, the Motorola Flex System went into effect to bring the South Pasadena Police Department into 21st century of law enforcement
- The system incorporates a new Geographical Information System (GIS) that decreases the officer response time from time of dispatch
- The CAD decreases response time to 911 calls for service
- All calls for service can be tracked in a detailed report as to the initiation of a call, time of response, and length of duration. This information can be tabulated in an annual report to the City Council
- The Records Management System capabilities unite several departments, patrol, detectives, and records division into a simultaneous report flow limiting human input errors
- The increase in information capture enhances the departments efficiency and provides an increase in details on a monthly basis

The South Pasadena Police Departments Assessment of 2022

- The Request for Proposals have been completed and the selection process has begun
- The chosen firm will evaluate the separate bureaus of patrol, detectives, dispatch, traffic, records, and administration to examine work flow of each bureau and provide input to increase efficiency to the department as a whole

Racial and Identity Profiling Advisory (RIPA) AB 953

- The South Pasadena Police Department RIPA statistics began compilation on January 1, 2022, and submitted to the Department of Justice in April, 2023
- The RIPA statistics shall include:
 - Stop Data Demographics
 - Calls for Service
 - Actions Taken During Stop by Officers
 - Result of Stop
 - Tests for Racial/Ethnic Disparities
 - Use of Force Analysis
 - Report-Specific Analyses

Enhanced Community Needs Outreach Via Mobile Crisis Outreach Unit

- Increase City's outreach efforts with a contracted partner
- Provide dedicated response to individuals experiencing mental health crises
- Track and report data regarding number of referrals for mental health and addiction treatment, along with placements aimed towards permanent housing for those experiencing homelessness

Key Performance Indicators

The Public Works Department is committed to improving public engagement and community access to project and program information in Fiscal Year 2022-2023. In addition to completing a department reorganization and recruitment of critical positions, Public Works will implement quarterly newsletters and website project updates to communicate its many endeavors to City stakeholders.

Public Works Administration & Engineering

- Fulfillment of up to 2,000 service requests annually.
- Process 500 permits for encroachment, excavation, tree replacement, etc.

Water & Sewer Infrastructure

- Produce sufficient water for South Pasadena, approximately 4,000 acre-feet annually.
- Replace 50-100 meters, 10-12 fire hydrants, and 5-8 water service lines annually.
- Remove and replace up to 1,000 linear feet (LF) of water main pipelines.
- Collect 6,200 meter readings monthly.
- Perform at least 10 area leak detection inspections to identify and repair leaks
- Monthly sewer inspection and maintenance program.

Street & Sidewalk Maintenance

- Track repair and replacement of City sidewalks, curbs, and gutters.
- Track repair of street potholes.
- Track replacement of damaged asphalt.

Street/Median Trees & Parks Maintenance

- Plant 80-100 trees annually.
- Increase outreach and education programs regarding landscape & trees maintenance to quarterly.

Facilities & Street Lights

- LED light conversion for up to 50 street, park, and field lights annually.

Environmental Programs & Sustainability

- Increase water conservation rebate programs utilization by 25%.
- Provide 3 demonstrations and 2 citywide utility bill inserts/mailings promoting electric leaf blowers.
- Explore hosting quarterly eco-events focused on water conservation and landscaping.

Key Performance Indicators

The Library's main focus early in the 2022-2023 fiscal year is to complete its 5-year strategic planning process and to engage in education and outreach in support of the Library Special Tax measure that will be on the ballot in November, including the publication of a new library information brochure.

If the budget request for a full-time support services librarian is approved, the department will engage in a reorganization of roles and responsibilities in the Support Services division, and in documenting and revising the division's policies, procedures and workflows.

Special projects for 2022-2023 include replacing the Library Patio tables and benches, launching a laptop lending kiosk, implementing a materials acquisitions module in the Integrated Library System (ILS), and launching the Library of Things lending program.

Outreach

- Add 500 people to the Library's e-newsletter recipient list
- Conduct 15 SPUSD and private school class visits at the start of the school year

Operations

- Review and revise 4 administrative policies
- Add 4,500 new items to the collection
- Rent the Community Room 20 times annually

Programs & Services

- Exceed 12,000 visitors per month on average
- Lend 20,000 items per month on average
- Present at least 8 programs for adults, such as book discussions, author talks, hands-on crafting, concerts, and films
- Exceed program attendance of 4,000 individuals annually

Key Performance Indicators

The Community Services Department is responsible for providing the community with recreational, cultural, and social programs for people of all ages in a safe and well-maintained facility. The department has three divisions comprising Senior, Recreation, and Transit Divisions. We facilitate special events, leisure classes, and senior services including lifelong learning, Dial-A-Ride and Nutrition Program, facility and gazebo reservations, after school and summer camps, and more. The Community Services Department builds a strong sense of community to improve the quality of life for all residents.

Administration

- Work with Recreation Leased Facilities Ad-Hoc Committee to review contract management of lease agreements
- Construction of Berkshire and Grevelia pocket parks

Recreation

- Improve Camp Med and Special Events outreach by establishing a quarterly newsletter between the Recreation Division and school district
- Redesign and update the indoor and outdoor facilities pamphlet as well as the park, walking paths, and trail pamphlet
- Increase afterschool and summer enrollment by 10%
- Add 2 additional staff trainings with at least one focused on behavior management in childcare settings
- Increase Park and Facility Rentals by 10%
- Increase participation in contract classes by 20%

Senior Services

- Increase social media followers by 5%
- Increase Senior Services Constant Contact subscribers by 10%
- Increase meals served on-site and to homebound seniors by 5%
- Increase Senior Center Memberships by 5%
- Re-introduce senior excursions and host 12 trips
- Host a Health & Wellness Fair by partnering with 45 vendors to increase awareness of aging matters and services

Transit Division

- Establish a referral program to increase ridership
- Reinstate group trips and plan two outings per month
- Have on-time performance of 80% or higher for the fiscal year
- Procurement of one new Plug-in Electric Vehicle to replace one CNG fleet

Key Performance Indicators

The Community Development Department strives to provide excellent customer service by efficiently managing workload and thereby reducing processing times, building plan check approvals and permit issuance.

Administration

Encourage interdepartmental collaboration to improve entitlement applications and public information regarding development projects; continue to improve department processes

- Assist City Manager's Office (CMO) with major developments quarterly newsletter
- Conduct six (to be held every other month) interdepartmental development projects coordination meetings

Planning & Building

Reduce processing time for discretionary applications and building plan check by securing an electronic permitting system.

- Process 25 discretionary applications (PC, CHC, DRB)
- Process 50 administrative (by-right) applications

Code Enforcement

Respond to resident complaints by investigating, opening cases, and closing cases. Reduce closure rates.

- Ensure complaint is investigated within four days of receiving complaint
- Follow up on open cases within one month
- Provide quarterly reports to City Council on code enforcement activity

Film & Art

Process film applications efficiently while eliminating impacts to residents and neighborhoods.

- Minimum film permits: 175
- Develop a public art policy
- Provide quarterly reports to City Council on film activity

Housing

Obtain certification from HCD on the 6th Cycle Housing Element 2021-2029 and conduct community outreach efforts related to the housing programs implementation.

- Conduct housing informational workshops or study sessions: 4

Key Performance Indicators

UNITS OF MEASURE

This is the most basic unit of measurement. Includes raw sources of data that measure productivity. Includes both inputs (number of requests, cases, applications, complaints, referrals received); and outputs (number of requests, cases, applications, complaints, referrals closed).

Total Response Time

- Fires
- EMS

Turnout Times

- Fires
- EMS

Number of Emergency Calls

- Fires
- EMS
- Service

Number of EMS Transports

Number of Mutual/Automatic Aid Responses

- Given
- Received

Number of Fire Prevention Inspections

- Company Field
- Mandated Occupancy Inspections
- Certificate of Occupancy (COO)/ New Business
- Brush Clearance

Number of Plan Checks

- Fire Sprinkler
- Fire Alarm
- Building

Training Hours

Leave Usage

- Sick
- Comp
- Worker's Comp/ IOD hours