CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, SEPTEMBER 18, 2024 AT 7:00 PM

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov
- Via Phone–+1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/82599992830 or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

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

PUBLIC COMMENT GUIDELINES

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

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:
1) Name (optional), and
2) Agenda item you are submitting public comment on.
3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

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

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

PRESENTATIONS

3. MERCHANT MINUTE - JEWELED UNIVERSE

4. CHAMBER OF COMMERCE ANNUAL REPORT

5. STAFF INTRODUCTIONS

Community Development
Michael Donovan, Associate Planner

CHANGES TO THE AGENDA

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

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

7. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $59,582.32; GENERAL CITY WARRANTS IN THE AMOUNT OF $877,592.40; ONLINE PAYMENTS IN THE AMOUNT OF $204,202.17; PAYROLL IN THE AMOUNT OF $896,066.84

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

8. CONSIDERATION OF APPROVAL OF THE SPECIAL CITY COUNCIL MEETING (STUDY SESSION) MINUTES FOR JULY 17, 2024, REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 17, 2024, THE SPECIAL JOINT CITY COUNCIL MEETING MINUTES FOR JULY 31, 2024, AND THE REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 4, 2024

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting (Study Session) for July 17, 2024, Regular City Council Meeting for July 14, 2024, Special Joint City Council Meeting Minutes for July 31, 2024, and the Regular City Council Meeting for September 4, 2024.

9. CONSIDERATION OF APPROVAL OF TASK ORDERS WITH ANNEALTA GROUP AND PACIFICA SERVICES FOR CAPITAL IMPROVEMENT PROGRAM AND PROJECT MANAGEMENT STAFFING AND SERVICES

Recommendation
It is recommended that the City Council:
1. Consider approval of a Task Order under an existing Master On-Call Professional Services Agreement with Annealta Group to provide program and project management services to support the City's Capital Improvement Program (CIP) in the amount of $370,000; and
2. Consider approval of a Task Order under an existing Master On-Call Professional Services Agreement with Pacifica Services to provide program and project management services to support the City's Capital Improvement Program (CIP) at the Library and Senior Center in the amount of $299,700.

10. CONSIDERATION OF APPROVAL TO DESIGNATE $6,950.00 FROM THE ROMINE TRUST FOR THE PURCHASE AND IMPLEMENTATION OF AN INCIDENT REPORTING AND TRACKING SOFTWARE

Recommendation
It is recommended that the City Council appropriate $6,950.00 in the Fiscal Year 2024-2025 Library Contract Services (101-8010-8011-8180) budget from the Library's

unrestricted Romine Trust account (101-0000-0000-2997- 002) and authorize such funds to be used for licensing and implementing an incident reporting and tracking software, as recommended by the Library Board of Trustees.

11. CONSIDERATION OF APPROVAL TO CONSOLIDATE SUBSCRIPTION SERVICES WITH GOVERNMENTJOBS.COM DBA NEOGOV AND IF APPROVED, AUTHORIZE THE CITY MANAGER TO APPROVE AMENDMENTS TO THE SERVICES AGREEMENT WITH NEOGOV

Recommendation

It is recommended that City Council consider approving the consolidation of subscriptions through GovernmentJobs.com, Inc., dba NEOGOV, and authorize the City Manager to execute all documents necessary, including subsequent amendments to amend the services agreement with NEOGOV.

12. CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF FUNDING FROM THE 2023 URBAN AREA SECURITY INITIATIVE GRANT AWARD IN THE AMOUNT OF $161,118 FOR A MOBILE COMMAND VEHICLE AND UNINTERRUPTED COMMUNICATIONS/OPERATIONS SUPPORT EQUIPMENT AND APPROVE THE SUBAWARD AGREEMENT

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award of $161,118 from the 2023 Urban Area Security Initiative (UASI) to reflect in the Homeland Security Grant revenue account 274-0000-0000-5036; and
2. Approve and authorize the City Manager or designee to execute the UASI 2023 Subaward Agreement and related documents to purchase equipment that supports regional homeland security goals; and
3. Approve an allocation of $161,118 in 270-0000-0000-5036 (Homeland Security Grant revenue account) and an appropriation in the same amount in 270-4010-4015-8520 (Machinery and Equipment).

13. CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $55,000 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM AND APPROVE THE GRANT AGREEMENTT

Recommendation

It is recommended that the City Council:

1. Accept a grant award in the amount of $55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001 and approve the Grant Agreement; and,
2. Appropriate $47,500 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and $7,500 into 101-4010-4011-8022 OTS Grant Expenses; and,
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

PUBLIC COMMENT - CONTINUED

14. CONTINUED PUBLIC COMMENT - GENERAL

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

COMMUNICATIONS

15. COUNCILMEMBER COMMUNICATIONS

The 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.

16. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

October 2, 2024	Regular City Council Meeting	7:00 P.M.
October 16, 2024	Regular City Council Meeting	7:00 P.M.
November 6, 2024	Regular City Council Meeting	7:00 P.M.
November 20, 2024	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available at City Hall and online for public viewing on the City's website: https://www.southpasadenaca.gov/Your-Government/Your-City-Council/City-Council-Agendas

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 September 18, 2024, 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.

09/12/2024	/S/
Date	Alma Medina, Senior Management Analyst

City Council
Agenda Report

ITEM NO. 3

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **MERCHANT MINUTE - JEWELED UNIVERSE**

Attachment:
Attachment No. 1 - Jeweled Universe Merchant Minute

Jeweled Universe

1017 Mission Street

Unit B

South Pasadena, CA


DIANA MARCH
JEWELED UNIVERSE
CRAFTED FROM THE COSMOS
EXCLUSIVE RARE STONES HANDCRAFTED
INTO ONE-OF-A-KIND DESIGNS


JEWELED
UNIVERSE
Jewelry ✦ Fashion
Art ✦ Entertainment
EARTH ✦ SEA & SPACE INSPIRED
DOG FRIENDLY

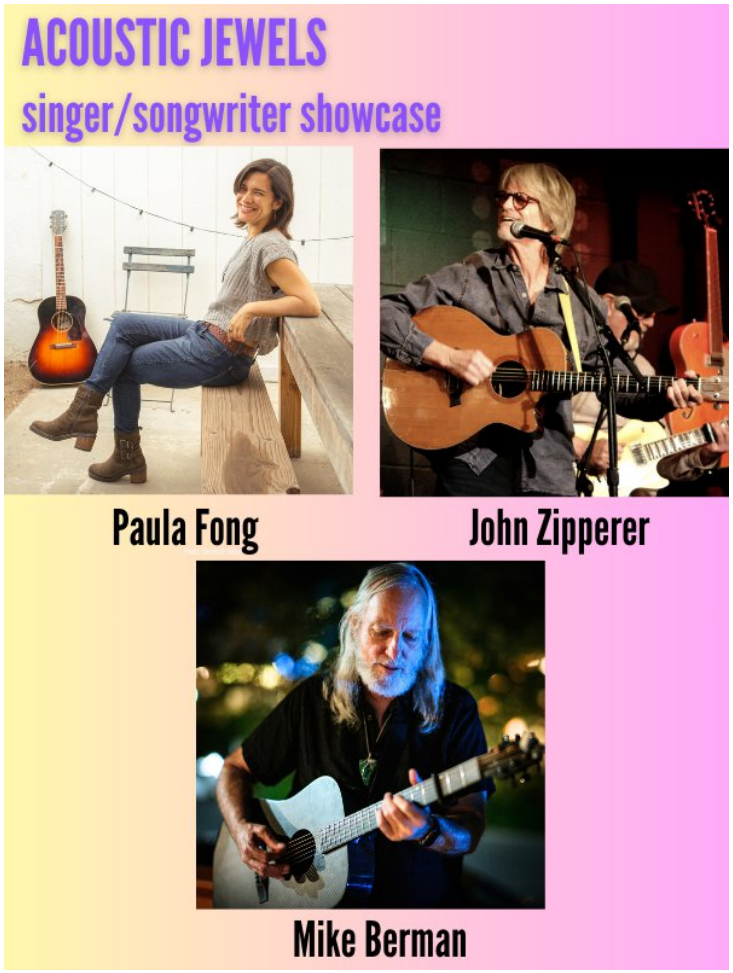









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at JEWELED UNIVERSE!
Sunday Afternoons 3:30 - 5:30 pm
with Roger Parham-Brown
(626)399•0066 | www.jeweleduniverse.com


ACOUSTIC JEWELS
singer/songwriter showcase
Paula Fong
John Zipperer
Mike Berman

City Council Agenda Report

ITEM NO. 4

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **CHAMBER OF COMMERCE ANNUAL REPORT**

Attachment:
23-24 Chamber Annual Report-compressed (1).pdf

THE SOUTH PASADENA CHAMBER OF COMMERCE



23-24 ANNUAL REPORT

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

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COMMUNICATIONS

REPORT PREPARED BY:
NICHOLE CLARK,
COMMUNNICATIONS MANAGER

A WORD FROM THE PRESIDENT

As we close the 2023-2024 fiscal year, I am filled with deep gratitude for the incredible accomplishments of the South Pasadena business community. This past year has been one of growth, resilience, and renewed energy, as our Chamber members have embraced challenges and capitalized on opportunities to innovate and strengthen our local economy.

Our initiatives this year, from supporting new and longstanding businesses through targeted programs to the expansion of our community events, have reinforced the Chamber's role as a key driver of local economic vitality. We've seen remarkable collaboration across industries, and together we've cultivated an environment where businesses not only thrive but also contribute meaningfully to the unique character of South Pasadena.

I am proud of the progress we've made and eager to see where our collective efforts will lead us as we continue building a vibrant future for South Pasadena.

LAURIE WHEELER
PRESIDENT/CEO

THE SOUTH PASADENA CHAMBER OF COMMERCE





ABOUT THE CHAMBER

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

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

THE SOUTH PASADENA CHAMBER OF COMMERCE

Discover.Connect.Promote.Advocate

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

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

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

STAFF & BOARD OF DIRECTORS



LAURIE WHEELER
PRESIDENT/CEO



JASON MAK
BOARD CHAIR



DIANE LOMBARD
OFFICE MANAGER



NICHOLE CLARK
COMMUNICATIONS MANAGER



SIOE SCOTT
BOOKKEEPER



ANDREW BERK
IMMEDIATE PAST CHAIR
AVISON YOUNG



KARIE REYNOLDS
DIRECTOR
KARIE REYNOLDS COMMS



KRIS MORRISH
TREASURER
THE KUTZER COMPANY



SAM HERNANDEZ
SECRETARY
PARADISE CONSTRUCTION



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



MICHELE DOWNING
VP MEMBERSHIP
COMPASS



JAMIE KHUU INZUNZA
VICE PRESIDENT
MAMMA'S BRICK OVEN



KARLA THOMPSON
VICE PRESIDENT
SMILEHAUS ORTHODONTICS



JEFFREY BURKE
DIRECTOR
BURKETRIOLO STUDIO



BECKY CHANG
DIRECTOR
ATHENS



CAMILLE DEPEDRINI
DIRECTOR
CAMILLE DEPEDRINI



ELDA MARQUEZ
DIRECTOR
LOWELL & VANDERBILT



JUSTIN PRIETTO
DIRECTOR
LOST PARROT CAFE



LAWRENCE SIN
DIRECTOR
CORE BENEFITS



JESSE TORRES
DIRECTOR
ARROYOWEST LLC



GABRIEL VAZQUEZ
DIRECTOR
INSTITUTE REDESIGN LEARNING



CHAMBER COMMITTEES

ECONOMIC DEVELOPMENT

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

Berk, Andrew
Bond, Dwight
Braun, Janet
Burke, Jeffrey
Chapman, Dollie
Dahl, AIA, Steven P.
Evans, Daniel M.
Hernandez, Samuel
Khuu Inzunza, Jamie
Loewel, Donald
Lubs, David
Mak, Jason
Megerdichian, Domenica
Morrish, Kris
Penman, Don
Pia, Gary
Smeaton, Mark
Wheeler, Laurie

LEGISLATIVE AFFAIRS

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

Chapman, Dollie
Cheng, Becky
Cortez, Patty
Daigle, Ellen
Garcia, Katrina
Gomez, Dalia
Kwong, Kristine
Martinez, Margie
Megerdichian, Domenica
Moore, Savannah
Nam, Erica
Ng, Candy
O'Shields, Lanae
Park, Sam
Philpot, Janna
Soriano, Jeannette
Tang, Jennifer
Torres, Jesse
Urquhart, Mary
Wheeler, Laurie
Yeh, Tim
Yeung, Rainbow

AMBASSADORS

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

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

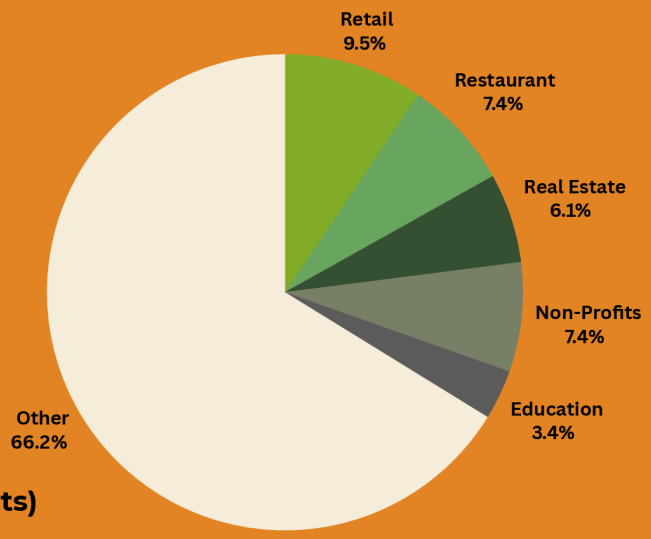
EVENTS

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

Billings, Cathy
Clark, Nichole
Colerick, Brad
Coppola, Angelina
Khuu Inzunza, Jamie
Morrish, Kris
Smith, Martin
Wheeler, Laurie
Wong, Maida

TOP 5 CHAMBER MEMBER INDUSTRIES

- **Retail 9.5%**
- **Restaurants 7.4%**
- **Real Estate 6.1%**
- **Non-Profits 7.4%**
- **Education 3.4%**
- **Other 66.2%** **(e.g. Services, Medical, Arts)**



MEMBERSHIP

Chamber membership is the cornerstone of our efforts to connect the community and create a vibrant local economy. We are thrilled to say that in the 23-24 fiscal year, we welcomed **26 new members,** bringing our total member count to **301**, which represents over half of the eligible licensed businesses in town.

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

26

New Members

301

Total Members

52%

of eligible licensed businesses are Chamber members

OVERVIEW: BUSINESS & COMMUNITY SERVICES

THROUGH THE 2023-2024 YEAR, THE CHAMBER PROVIDED THE BUSINESS COMMUNITY WITH A VARIETY OF SERVICES:

RETAIL PROMOTION & MARKETING:

- Eat-Shop-Enjoy South Pasadena marketing campaign including the online 'Guide to South Pasadena,' and management of the Instagram page @eatshopenjoysouthpasadena
- Seasonal promotion of business activities and offerings for a variety of holidays (e.g. Easter, Mothers Day)
- Four quarterly arts crawls and one annual Eclectic Music Festival bringing a collective 25,000+ people onto Mission Street to eat, shop, and patronize South Pasadena businesses
- Celebrated 18 ribbon cutting ceremonies for businesses
- Local Business Booths @ weekly Farmers Market for businesses to promote their products and services

BUSINESS RESOURCES & ECONOMIC DEVELOPMENT

- 10 ShopTalk Business Breakfast events, all in person at Mike & Anne's Restaurant.
- Economic Development Committee meetings on various upcoming and ongoing local projects
- Lunch & Learn Business Webinar series in collaboration with the VACE (San Gabriel Valley, Association of Chamber Executives)
- An online Learning Center where relevant webinars and business resource articles on employment services, City updates, grants and other assistance are published
- Welcome letters sent to over 100 newly licensed businesses
- 1-on-1 guidance and assistance for businesses
- Advocacy for the business community at large
- Utilized and promoted the SPHS Intern Program

OVERVIEW: BUSINESS & COMMUNITY SERVICES

COMMUNITY OUTREACH

- Monthly Legislative Affairs Committee meetings bring representatives from local, county, state, and federal legislators, utility services providers, community groups, and businesses to exchange updates
- South Pasadena Community Calendar for local events
- Community Corner @ weekly Farmers Market for non-profit organizations

92 EVENTS

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

CITY SYNERGY

- Merchant Minute segment at City Council meetings
- Meet the Mayor Event at the Chamber office with Mayor Evelyn Zneimer
- Business Safety Meeting in collaboration with South Pasadena Police Department
- Collaboration on the 'Experience South Pas' program
- Service on the Foothill Workforce Development Board, Chair of the Youth Committee, and member of the Employment Committee

ARTS OUTREACH

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





WEEKLY FARMERS' MARKET

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

51 WEEKLY EVENTS

63 FARMERS/ VENDORS

2 AWARDS/ RECOGNITIONS

3K+ WEEKLY ATTENDEES



SHOPTALK BUSINESS BREAKFAST

The Chamber held 10 Shoptalk business breakfast meetings, all of which were hosted in person at local favorite Mike and Anne's restaurant. Presentations included "Make AI Work for Your Business" by HUTdogs, ADA Website Complaince by Click Refresh, Mission to Mission Golden Streets by ActivSGV, and "State of the City" with Mayor Jon Primuth.



1 RESTAURANT

10 SPEAKERS

210 GUESTS

302 COFFEES





QUARTERLY ARTS CRAWLS

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

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

4 EVENTS

45 BUSINESSES

89 ARTISTS

12K+ ATTENDEES







ECLECTIC MUSIC FESTIVAL

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

For it's 14th year, the Eclectic hosted 11 stages with over 60 musical artists, 21 participating businesses and restaurants, 25 artisans, a beer and wine garden, multiples interactive experiences, a kids zone, and more! We are proud to have brought over 12,000 people to town to eat, shop, and enjoy South Pasadena.

1	11	62	12K+
EVENT	STAGES	MUSICIANS	ATTENDEES



MIXERS & RIBBON CUTTINGS

The Chamber attended 18 ribbon cutting ceremonies for new businesses and those celebrating milestones or re-openings, including the Institute for the Redesign of Learning's 50th anniversary, Kiwanis' 100th anniversary, Dinosaur Farm's re-opening, and the openings of Encore Music, South Pasadena Animal Hospital, Lalim Health, and more.

The Chamber organized 4 After-Hours Mixers hosted at Calibrate Grooming, Arroyo Outdoor, Priority One Credit Union and a Kiwanis mixer held in the 625 Fair Oaks building plaza.



18 RIBBON CUTTINGS

144 FEET OF RIBBON

4 AFTER HOURS MIXERS

102 MIXER ATTENDEES





JOB FAIR

The Chamber partnered with the Foothill Workforce Development Board (FWDB) to coordinate another job fair at the South Pasadena Library Community Room. With over 15 participating businesses and 75 job seekers in attendance, ample connections were made.

3 PARTNERS

16 BUSINESSES

39 POSITIONS

75 JOB SEEKERS



HOLIDAYS

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

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





4
PROGRAMS/ EVENTS

51
HOLIDAY BANNERS



WEBSITE

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

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

32
WEB POSTS PUBLISHED

286
EVENTS PUBLISHED

49,749
PAGEVIEWS



EMAIL COMMUNICATIONS

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

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

This year the Chamber sent **197** emails, with over **135,000** individual sends. Our email open rate now sits at **52%**. We added **669** new email addresses to our mailing lists, a jump in growth from the previous year at **559** new contacts.

136,984 EMAIL SENDS

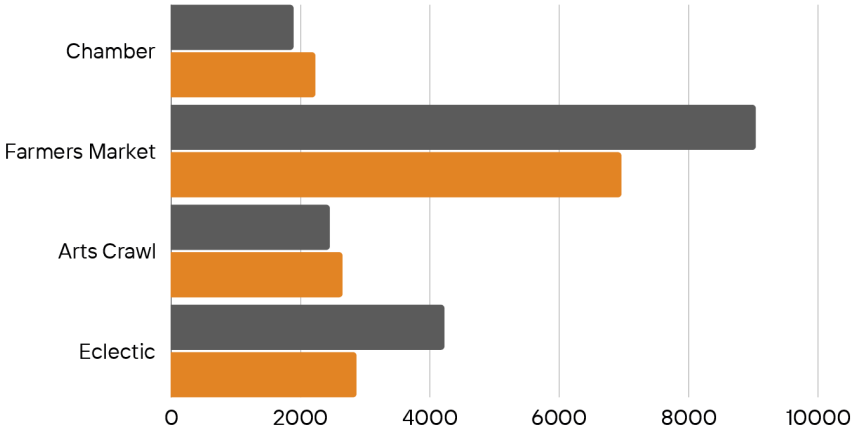
52% OPEN RATE

This is 14% above industry average and 3% above our previous year's open rate.

SOCIAL MEDIA

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

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



369,460 ACCOUNTS REACHED

Across all Facebook and Instagram accounts

FOLLOWERS: 33,259

CHAMBER FACEBOOK:	1892
CHAMBER INSTAGRAM:	2229
EAT-SHOP-ENJOY INSTAGRAM:	949
FARMERS MARKET FACEBOOK:	9038
FARMERS MARKET INSTAGRAM:	6961
ARTS CRAWL FACEBOOK:	2452
ARTS CRAWL INSTAGRAM:	2649
ECLECTIC FACEBOOK:	4224
ECLECTIC INSTAGRAM:	2865

City Council Agenda Report

ITEM NO. 7

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: William Castrillon, Budget and Purchasing Manager
Esteban Alvarez, Management Analyst

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $59,582.32; GENERAL CITY WARRANTS IN THE AMOUNT OF $877,592.40; ONLINE PAYMENTS IN THE AMOUNT OF $204,202.17; PAYROLL IN THE AMOUNT OF $896,066.84**

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

Executive Summary
Prepaid Warrants:
Warrant # 319682-319690: **$15,618.79**
ACH: **$43,963.53**
Voids: **$0**
General City Warrants
Warrant # 319691-319791: **$499,964.87**
ACH: **$377,627.53**
Voids: **$0**
Payroll Period Ending 8/30/2024: **$894,293.20**
Payroll Period Ending 8/31/2024: **$1,742.35**
Payroll Period Ending 9/01/2024: **$31.29**
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: **$204,202.17**
RSA:
Prepaid Warrants: **$0**
General City Warrants: **$0**

Total: $2,037,443.73

Key Performance Indicators and Strategic Plan
This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2024-2025 Budget. The Accounts Payable process is completely digital and

routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

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

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

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

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

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

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

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

Commission Review and Recommendation
This matter was not reviewed by a Commission

Attachment:
Attachment No. 1 - Warrant Summary.pdf
Attachment No. 2 - Prepaid Warrant List.pdf
Attachment No. 3 - Warrant List.pdf
Attachment No. 4 - Online Payments.pdf
Attachment No. 5 - Payroll Summary.pdf

City of South Pasadena
Demand/Warrant Register

Attachment No. 1

Date 9/18/2024

Recap by fund	Fund No.	Amounts	
		Prepaid	**Written**
General Fund	101	19,266.77	495,699.61
Insurance Fund	103	-	9,043.86
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	-	91,885.28
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	4,152.30
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	19,946.69
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	101,361.68
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	-	1,616.01
County Park Bond Fund	232	-	1,250.00
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	8,511.93
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	-	45,955.15
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	47,062.50
Water Fund	500	38,051.29	30,724.43
Water Efficiency Fund	503	-	1,749.41
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	2,264.26	18,633.55
			-
	Column Totals:	59,582.32	877,592.40

Recap by fund	Fund No.	Amounts	
		Prepaid	**Written**
RSA	227	-	-
	RSA Report Totals:	-	-

City Report Totals:	937,174.72
Payroll Period Ending: 08/30/2024	894,293.20
Payroll Period Ending: 08/31/2024	1,742.35
Payroll Period Ending: 09/01/2024	31.29
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	204,202.17
Voids - Prepaid	-
Voids - General Warrant	-
Grand Report Total:	**2,037,443.73**

Evelyn G. Zneimer, Mayor

William Castrillon, Budget and Purchasing Manager

Mark Perez, Deputy City Clerk

Accounts Payable

Check Detail

User: ealvarez
Printed: 09/12/2024 - 9:41AM

Check Number	Check Date	Amount
ACSS6712 - Arbitrage Compliance Specialists		
319682	09/05/2024	
Inv 1034770		
Line Item Date: 12/20/2023	Line Item Description: Arbitrage Compliance Calculation 10th Year	1,250.00
Inv 1034770 Total		1,250.00
319682 Total:		1,250.00
ACSS6712 - Arbitrage Compliance Specialists Total:		1,250.00
DBAR3011 - Brink's Incorporated		
0	09/05/2024	
Inv 12636985		
Line Item Date: 06/01/2024	Line Item Description: Monthly Service - June 2024	1,898.24
Inv 12636985 Total		1,898.24
Inv 6622683		
Line Item Date: 05/31/2024	Line Item Description: Excess Charges - May 2024	18.98
Inv 6622683 Total		18.98
Inv 6704269		
Line Item Date: 06/30/2024	Line Item Description: Excess Charges - June 2024	9.43
Inv 6704269 Total		9.43
0 Total:		1,926.65
DBAR3011 - Brink's Incorporated Total:		1,926.65
CSD3014 - Ca. State Disbursement Unit		
319683	09/05/2024	
Inv PR 08.16.2024		
Line Item Date	Line Item Description	

Check Number	Check Date		Amount
	08/15/2024	PR Batch 81124.08.2024 Garnishment - Case # FAMSS-1406906.	903.69
	Inv PR 08.16.2024 Total		903.69
319683 Total:			903.69
CSD3014 - Ca. State Disbursement Unit Total:			903.69
MLCH5300 - Chan, Marilyn			
319684	09/05/2024		
	Inv SPS1801834		
	Line Item Date	Line Item Description	
	09/24/2018	Refund Paramedic Billing Services Overpayment	1,519.39
	Inv SPS1801834 Total		1,519.39
319684 Total:			1,519.39
MLCH5300 - Chan, Marilyn Total:			1,519.39
MNBL8170 - Crestline Software, LLC			
0	09/05/2024		
	Inv INV7775		
	Line Item Date	Line Item Description	
	06/01/2024	Monthly - June 2024	27,670.08
	Inv INV7775 Total		27,670.08
	Inv INV7917		
	Line Item Date	Line Item Description	
	06/10/2024	Credit Card/Returns - May 2024	1,405.18
	06/10/2024	Lock Box - May 2024	700.70
	Inv INV7917 Total		2,105.88
	Inv INV7986		
	Line Item Date	Line Item Description	
	06/10/2024	Printing and Postage - May 2024	2,450.35
	Inv INV7986 Total		2,450.35
	Inv INV8510		
	Line Item Date	Line Item Description	
	07/10/2024	Credit Card/Returns - June 2024	1,721.67
	07/10/2024	Lock Box - June 2024	735.90
	Inv INV8510 Total		2,457.57

Check Number	Check Date	Amount
Inv	INV8584	
Line Item Date	Line Item Description	
07/10/2024	Printing and Postage - June 2024	2,117.41
Inv INV8584 Total		2,117.41
0 Total:		36,801.29
MNBL8170 - Crestline Software, LLC Total:		36,801.29
ELL1017 - Ellen's Silkscreening		
319685	09/05/2024	
Inv	EE83502	
Line Item Date	Line Item Description	
06/26/2024	Polo Shirts for Finance Department.	399.66
Inv EE83502 Total		399.66
319685 Total:		399.66
ELL1017 - Ellen's Silkscreening Total:		399.66
CAL0629 - Franchise Tax Board		
319686	09/05/2024	
Inv	PR 08.16.2024	
Line Item Date	Line Item Description	
08/15/2024	PR Batch 81124.08.2024 Garnishment - FTB - 2150569216	125.00
Inv PR 08.16.2024 Total		125.00
319686 Total:		125.00
319687	09/05/2024	
Inv	PR 08.16.2024	
Line Item Date	Line Item Description	
08/15/2024	PR Batch 81124.08.2024 Garnishment - Case # 568717589	134.98
Inv PR 08.16.2024 Total		134.98
319687 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		259.98
HDLC3010 - Hinderliter deLlamas & Associates		
319688	09/05/2024	

Check Number	Check Date		Amount
Inv	SIN039136		
Line Item Date	Line Item Description		
06/19/2024	Contract Services - Sales Tax & Audit Services		1,899.70
Inv SIN039136 Total			1,899.70
Inv	SIN040031		
Line Item Date	Line Item Description		
06/30/2024	Contract Services - Audit Services - Transaction Tax		418.27
Inv SIN040031 Total			418.27
319688 Total:			2,317.97
HDLC3010 - Hinderliter deLlamas & Associates Total:			2,317.97
MVCH3011 - MV Cheng & Associates Inc.			
319689	09/05/2024		
Inv	06/30/2024A		
Line Item Date	Line Item Description		
07/05/2024	Temporary Staffing Services - Senior Accountant		8,000.00
Inv 06/30/2024A Total			8,000.00
319689 Total:			8,000.00
MVCH3011 - MV Cheng & Associates Inc. Total:			8,000.00
PBGF8031 - Pitney Bowes Global Financial Services LLC			
319690	09/05/2024		
Inv	3106654467		
Line Item Date	Line Item Description		
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		326.85
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		2.49
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		89.44
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		24.66
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		144.24
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		4.24
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		375.68
05/11/2024	Postage Meter Lease: 03/30/2024-06/29/2024		0.50
Inv 3106654467 Total			968.10
319690 Total:			968.10
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:			968.10
RVCSTLLC - Revenue & Cost Specialist, LLC			

Check Number	Check Date		Amount
0	09/05/2024		
Inv 9243			
Line Item Date	Line Item Description		
07/10/2024	Financial Analysis and ERP Implementation Support.		4,020.00
Inv 9243 Total			4,020.00
0 Total:			4,020.00
RVCSTLLC - Revenue & Cost Specialist, LLC Total:			4,020.00
SSDV2018 - Sandoval, Sheila			
0	09/05/2024		
Inv PR 08.16.2024			
Line Item Date	Line Item Description		
08/15/2024	PR Batch 81124.08.2024 - Garnishment		144.56
08/15/2024	PR Batch 81124.08.2024 - Garnishment		956.03
Inv PR 08.16.2024 Total			1,100.59
0 Total:			1,100.59
SSDV2018 - Sandoval, Sheila Total:			1,100.59
SPBK - Springbrook Holding Company, LLC			
0	09/05/2024		
Inv CM-000980			
Line Item Date	Line Item Description		
06/30/2024	Credit Memo - June 2024		-115.00
Inv CM-000980 Total			-115.00
Inv INV-017504			
Line Item Date	Line Item Description		
06/30/2024	CivicPay PayPad Transaction Fee June 2024.		115.00
Inv INV-017504 Total			115.00
Inv INV-017666			
Line Item Date	Line Item Description		
06/30/2024	CivicPay PayPad Transaction Fee June 2024.		115.00
Inv INV-017666 Total			115.00
0 Total:			115.00
SPBK - Springbrook Holding Company, LLC Total:			115.00

Check Number	Check Date	Amount
Total:		59,582.32

Accounts Payable

Check Detail

User: ealvarez
Printed: 09/12/2024 - 2:06PM

Check Number	Check Date	Amount
A1AS5011 - A1 Automotive Srvices, Inc		
319691	09/18/2024	
Inv 20446		
Line Item Date: 08/21/2024	Line Item Description: Remove and replace AC blower motor and resistor for Fire Engine	1,241.36
Inv 20446 Total		1,241.36
319691 Total:		1,241.36
A1AS5011 - A1 Automotive Srvices, Inc Total:		1,241.36
BOLL8021 - Aakansha Maheshwari		
319692	09/18/2024	
Inv 1		
Line Item Date: 08/27/2024	Line Item Description: Multicultural Event Performance	500.00
Inv 1 Total		500.00
319692 Total:		500.00
BOLL8021 - Aakansha Maheshwari Total:		500.00
AFLA7010 - AFLAC		
0	09/18/2024	
Inv 258716		
Line Item Date: 08/28/2024	Line Item Description: Employee Optional Insurance - August 2024	1,919.78
Inv 258716 Total		1,919.78
0 Total:		1,919.78
AFLA7010 - AFLAC Total:		1,919.78
ACMT2920 - All City Management Services, Inc.		
319693	09/18/2024	

Check Number	Check Date		Amount
Inv 95258			
Line Item Date	Line Item Description		
09/04/2024	Crossing Guard Services - 08/18/24-08/31/24.		13,344.71
Inv 95258 Total			13,344.71
319693 Total:			13,344.71
ACMT2920 - All City Management Services, Inc. Total:			13,344.71
ALL0197 - All Star Fire Equipment, Inc.			
319694	09/18/2024		
Inv 258284			
Line Item Date	Line Item Description		
08/20/2024	Personal Protection Equipment (PPE) for Fire Dept.		3,840.26
Inv 258284 Total			3,840.26
319694 Total:			3,840.26
ALL0197 - All Star Fire Equipment, Inc. Total:			3,840.26
AMDA6710 - Almeda, Jose L.			
319695	09/18/2024		
Inv 08/16/2024			
Line Item Date	Line Item Description		
08/16/2024	Mileage Reimbursement Jose Almeda 8/16/2024		29.61
Inv 08/16/2024 Total			29.61
Inv 08/17/2024			
Line Item Date	Line Item Description		
08/17/2024	Mileage Reimbursement Jose Almeda 8/17/2024		59.23
Inv 08/17/2024 Total			59.23
319695 Total:			88.84
AMDA6710 - Almeda, Jose L. Total:			88.84
AMAZONCP - Amazon Capital Services, Inc.			
0	09/18/2024		
Inv 14RQ-QJY9-L1XM			
Line Item Date	Line Item Description		
08/22/2024	Senior Center supplies		150.68
Inv 14RQ-QJY9-L1XM Total			150.68

Check Number	Check Date	Amount

Inv 17PG-CL4L-914R

Line Item Date	Line Item Description	
08/14/2024	Fire - Ipad Cases and Pen for Fire Department	462.98

Inv 17PG-CL4L-914R Total 462.98

Inv 1CJ6-YL71-4JK9

Line Item Date	Line Item Description	
08/22/2024	Senior Center supplies	210.32

Inv 1CJ6-YL71-4JK9 Total 210.32

Inv 1FNL-D6TY-7FPK

Line Item Date	Line Item Description	
08/14/2024	Fire - Kitchen Supplies for Fire Station	109.08

Inv 1FNL-D6TY-7FPK Total 109.08

Inv 1HFT-HXCC-FJLG

Line Item Date	Line Item Description	
08/31/2024	Phone Supplies	71.93
08/31/2024	Computer Supplies	799.00
08/31/2024	Office Supplies	64.99

Inv 1HFT-HXCC-FJLG Total 935.92

Inv 1HLQ-HJ9J-7731

Line Item Date	Line Item Description	
08/15/2024	Summer Employee Appreciation Luncheon Supplies	51.52

Inv 1HLQ-HJ9J-7731 Total 51.52

Inv 1QLP-QQMN-GR3X

Line Item Date	Line Item Description	
08/17/2024	Books for Library Collection	152.05

Inv 1QLP-QQMN-GR3X Total 152.05

Inv 1RLK-9GHG-TVVJ

Line Item Date	Line Item Description	
08/19/2024	Books for Library Collection	19.71

Inv 1RLK-9GHG-TVVJ Total 19.71

Inv 1TWC-T6V4-M61D

Line Item Date	Line Item Description	
07/08/2024	Office Supplies	35.04

Inv 1TWC-T6V4-M61D Total 35.04

Check Number	Check Date	Amount

Inv 1XMH-4NFX-TKJ3

Line Item Date	Line Item Description	
08/12/2024	Artificial plants and planter	170.05

Inv 1XMH-4NFX-TKJ3 Total 170.05

Inv 1YJX-FKK6-CJDF

Line Item Date	Line Item Description	
08/16/2024	Blind Spot mirrors for the PW Yard	79.74

Inv 1YJX-FKK6-CJDF Total 79.74

0 Total: 2,377.09

AMAZONCP - Amazon Capital Services, Inc. Total: 2,377.09

AME0229 - Ameritas

0 09/18/2024

Inv August 2024

Line Item Date	Line Item Description	
08/31/2024	EE Vision Plan Premiums - August 2024	2,722.60

Inv August 2024 Total 2,722.60

0 Total: 2,722.60

AME0229 - Ameritas Total: 2,722.60

RIAL6501 - Arriola, Richard

319696 09/18/2024

Inv 07/04/2024

Line Item Date	Line Item Description	
07/04/2024	Mileage reimbursement, Richard Arriola 7/4/2024	17.82

Inv 07/04/2024 Total 17.82

319696 Total: 17.82

RIAL6501 - Arriola, Richard Total: 17.82

ERCARRYO - Arroyo, Eric Jason

319697 09/18/2024

Inv 3473

Line Item Date	Line Item Description	
08/06/2024	Pre-Employment Background Investigation	700.00

Inv 3473 Total 700.00

Check Number	Check Date	Amount

Inv 3474

Line Item Date	Line Item Description	
08/29/2024	Background Investigation for Police Officer Recruit Kasen	1,500.00

Inv 3474 Total 1,500.00

319697 Total: 2,200.00

ERCARRYO - Arroyo, Eric Jason Total: 2,200.00

ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo

0 09/18/2024

Inv 722682

Line Item Date	Line Item Description	
07/31/2024	Personnel Matters - July 2024	978.08

Inv 722682 Total 978.08

0 Total: 978.08

ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total: 978.08

BAK0369 - Baker & Taylor Books

0 09/18/2024

Inv 2038311473

Line Item Date	Line Item Description	
06/25/2024	Books for FY 2024-2025.	661.31

Inv 2038311473 Total 661.31

Inv 2038372309

Line Item Date	Line Item Description	
07/15/2024	Books for FY 2024-2025.	150.87

Inv 2038372309 Total 150.87

Inv 2038391638

Line Item Date	Line Item Description	
07/03/2024	Books for FY 2024-2025.	145.65

Inv 2038391638 Total 145.65

Inv 2038400602

Line Item Date	Line Item Description	
07/23/2024	Books for FY 2024-2025.	68.92

Inv 2038400602 Total 68.92

Check Number	Check Date	Amount

Inv 2038408690

Line Item Date	Line Item Description	
07/05/2024	Books for FY 2024-2025.	40.40

Inv 2038408690 Total 40.40

Inv 2038409221

Line Item Date	Line Item Description	
07/17/2024	Books for FY 2024-2025.	167.31

Inv 2038409221 Total 167.31

Inv 2038421731

Line Item Date	Line Item Description	
07/19/2024	Books for FY 2024-2025.	151.64

Inv 2038421731 Total 151.64

Inv 2038423659

Line Item Date	Line Item Description	
07/26/2024	Books for FY 2024-2025.	33.94

Inv 2038423659 Total 33.94

Inv 2038431185

Line Item Date	Line Item Description	
07/19/2024	Books for FY 2024-2025.	50.63

Inv 2038431185 Total 50.63

Inv 2038432370

Line Item Date	Line Item Description	
07/31/2024	Books for FY 2024-2025.	1,002.77

Inv 2038432370 Total 1,002.77

Inv 2038434943

Line Item Date	Line Item Description	
07/31/2024	Books for FY 2024-2025.	1,278.55

Inv 2038434943 Total 1,278.55

Inv 2038435134

Line Item Date	Line Item Description	
07/30/2024	Books for FY 2024-2025.	824.86

Inv 2038435134 Total 824.86

Inv 2038442416

Line Item Date	Line Item Description	
08/07/2024	Books for FY 2024-2025.	656.55

Check Number	Check Date	Amount

Inv 2038442416 Total 656.55

Inv 2038449147

Line Item Date	Line Item Description	
07/31/2024	Books for FY 2024-2025.	95.98

Inv 2038449147 Total 95.98

Inv 2038456681

Line Item Date	Line Item Description	
07/31/2024	Books for FY 2024-2025.	124.81

Inv 2038456681 Total 124.81

Inv 2038481710

Line Item Date	Line Item Description	
08/13/2024	Books for FY 2024-2025.	127.81

Inv 2038481710 Total 127.81

0 Total: 5,582.00

BAK0369 - Baker & Taylor Books Total: 5,582.00

BARALPW - Barrera, Alejandro

319698 09/18/2024

Inv 07/26/2024

Line Item Date	Line Item Description	
07/26/2024	Mileage reimbursement, Alejandro Barrera 7/26/2024	24.52

Inv 07/26/2024 Total 24.52

Inv 07/27/2024

Line Item Date	Line Item Description	
07/27/2024	Mileage reimbursement, Alejandro Barrera 7/27/2024	24.52

Inv 07/27/2024 Total 24.52

Inv 08/02/2024

Line Item Date	Line Item Description	
08/02/2024	Mileage reimbursement, Alejandro Barrera 8/2/2024 @5PM	24.52

Inv 08/02/2024 Total 24.52

Inv 08/02/2024 (2)

Line Item Date	Line Item Description	
08/02/2024	Mileage reimbursement, Alejandro Barrera 8/2/24 @ 9AM	24.52

Inv 08/02/2024 (2) Total 24.52

Check Number	Check Date	Amount

Inv 08/03/2024

Line Item Date	Line Item Description	
08/03/2024	Mileage reimbursement, Alejandro Barrera 8/3/2024	24.52

Inv 08/03/2024 Total 24.52

Inv 08/04/2024

Line Item Date	Line Item Description	
08/04/2024	Mileage reimbursement, Alejandro Barrera 8/4/2024 @ 5PM	24.52

Inv 08/04/2024 Total 24.52

Inv 08/04/2024 (2)

Line Item Date	Line Item Description	
08/04/2024	Mileage reimbursement, Alejandro Barrera 8/4/24 @ 9AM	24.52

Inv 08/04/2024 (2) Total 24.52

319698 Total: 171.64

BARALPW - Barrera, Alejandro Total: 171.64

POIN8032 - Behtereva, Elena

319699 09/18/2024

Inv PBP-SPRING24

Line Item Date	Line Item Description	
08/28/2024	Contract Class Instructor - Ballet, Cardio Bar - Spring 2024	160.00

Inv PBP-SPRING24 Total 160.00

319699 Total: 160.00

POIN8032 - Behtereva, Elena Total: 160.00

DABN8267 - Bohan, Diana 101-8030-8021-8267-000

0 09/18/2024

Inv AugDropIn

Line Item Date	Line Item Description	
08/30/2024	August Walk in Yoga - Contract Instructor	420.00

Inv AugDropIn Total 420.00

Inv AugMoYoga

Line Item Date	Line Item Description	
08/30/2024	August Monthly Yoga - Contract Instructor	204.80

Inv AugMoYoga Total 204.80

Check Number	Check Date			Amount
0 Total:				624.80
DABN8267 - Bohan, Diana Total:				624.80
JNTBRAUN - Braun, Janet				
319700	09/18/2024			
Inv August 15-16-24				
Line Item Date	Line Item Description			
08/21/2024	8/15 - 8/16/2024	CalTrans	Commission Meeting Expense Reimbursement	249.00
08/21/2024	8/15 - 8/16/2024	CalTrans	Commission Meeting Expense Reimbursement	17.00
08/21/2024	8/15 - 8/16/2024	CalTrans	Commission Meeting Expense Reimbursement	14.00
08/21/2024	8/15 - 8/16/2024	CalTrans	Commission Meeting Expense Reimbursement	110.00
08/21/2024	8/15 - 8/16/2024	CalTrans	Commission Meeting Expense Reimbursement	86.04
Inv August 15-16-24 Total				476.04
319700 Total:				476.04
JNTBRAUN - Braun, Janet Total:				476.04
BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra				
319701	09/18/2024			
Inv 452076				
Line Item Date	Line Item Description			
08/14/2024	Vehicle Maintenance - RA 81 AC Repair			2,378.55
Inv 452076 Total				2,378.55
319701 Total:				2,378.55
BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra Total:				2,378.55
PMAB8021 - Budka, Pamela Avry				
319702	09/18/2024			
Inv ChairYogaMoAug				
Line Item Date	Line Item Description			
08/30/2024	Chair Yoga Monthly August-Contract Instructor			153.60
Inv ChairYogaMoAug Total				153.60
Inv ChairYogaWIAug				
Line Item Date	Line Item Description			
08/30/2024	Chair Yoga Walk In August-Contract Instructor			132.00
Inv ChairYogaWIAug Total				132.00
Inv MeditationMoAug				
Line Item Date	Line Item Description			

Check Number	Check Date		Amount
08/30/2024		Meditation Monthly August-Contract Instructor	76.00
Inv MeditationMoAug Total			76.00
Inv MeditationWIAug			
Line Item Date		Line Item Description	
08/30/2024		Meditation Walk In August-Contract Instructor	64.00
Inv MeditationWIAug Total			64.00
319702 Total:			425.60
PMAB8021 - Budka, Pamela Avry Total:			425.60
CAL5236 - CA Linen Services			
319703	09/18/2024		
Inv 2318900			
Line Item Date		Line Item Description	
08/15/2024		FY24/25 Linen Cleaning Services for Fire Dept.	129.97
Inv 2318900 Total			129.97
Inv 2321545			
Line Item Date		Line Item Description	
08/22/2024		FY24/25 Linen Cleaning Services for Fire Dept.	129.31
Inv 2321545 Total			129.31
319703 Total:			259.28
CAL5236 - CA Linen Services Total:			259.28
DACA4011 - Calderon, David			
319704	09/18/2024		
Inv 08/18-08/23/24			
Line Item Date		Line Item Description	
08/29/2024		National Interdiction Training Reimbursement for Ofcr Calderon	1,548.04
Inv 08/18-08/23/24 Total			1,548.04
319704 Total:			1,548.04
DACA4011 - Calderon, David Total:			1,548.04
CAL8012 - Califa Group			
319705	09/18/2024		

Check Number	Check Date		Amount
Inv 7604			
Line Item Date	Line Item Description		
08/15/2024	BookBrowse Subscription Renewal		787.50
Inv 7604 Total			787.50
Inv 7605			
Line Item Date	Line Item Description		
08/15/2024	Renewal of Library Subsciption to EBSCO-Novelist Plus 9/1/24-8/3		2,866.55
Inv 7605 Total			2,866.55
319705 Total:			3,654.05
CAL8012 - Califa Group Total:			3,654.05
BLU7777 - California Physicians Service			
319706	09/18/2024		
Inv October 2024			
Line Item Date	Line Item Description		
10/01/2024	Acct W0051411903338765 Chaparyan, Armine		2,006.64
Inv October 2024 Total			2,006.64
319706 Total:			2,006.64
BLU7777 - California Physicians Service Total:			2,006.64
CALWEP - California Water Efficiency Partnership			
319707	09/18/2024		
Inv MD-2024-1118			
Line Item Date	Line Item Description		
06/17/2024	CalWEP membership to gain access to institutional research		811.37
Inv MD-2024-1118 Total			811.37
319707 Total:			811.37
CALWEP - California Water Efficiency Partnership Total:			811.37
CAN0607 - Cantu Graphics Inc.			
319708	09/18/2024		
Inv 22105			
Line Item Date	Line Item Description		
01/03/2024	Mayor & Mayor Pro Tem Business Cards		77.06
Inv 22105 Total			77.06

Check Number	Check Date	Amount

Inv 22417

Line Item Date	Line Item Description	
06/20/2024	Commissioner Congress Supplies	161.96

Inv 22417 Total 161.96

Inv 22420

Line Item Date	Line Item Description	
06/20/2024	Commissioner Congress Supplies	28.44

Inv 22420 Total 28.44

Inv 60790-2

Line Item Date	Line Item Description	
08/30/2024	Golf Course poster	119.07

Inv 60790-2 Total 119.07

Inv 61230-8

Line Item Date	Line Item Description	
08/20/2024	Interim City Manager Business Cards	44.04

Inv 61230-8 Total 44.04

Inv 61267-2

Line Item Date	Line Item Description	
08/29/2024	Business Cards for Michael Donovan	44.04

Inv 61267-2 Total 44.04

Inv 61267-3

Line Item Date	Line Item Description	
08/29/2024	Business Cards	55.07

Inv 61267-3 Total 55.07

319708 Total: 529.68

CAN0607 - Cantu Graphics Inc. Total: 529.68

CAEN9297 - Carollo Engineers, Inc.

0 09/18/2024

Inv FB25053

Line Item Date	Line Item Description	
07/11/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	70.92
07/11/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	70.93

Inv FB25053 Total 141.85

Check Number	Check Date	Amount

Inv FB26523

Line Item Date	Line Item Description	
08/12/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	433.40
08/12/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	433.40

Inv FB26523 Total 866.80

Inv FB30037

Line Item Date	Line Item Description	
11/16/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	765.02
11/16/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	765.03

Inv FB30037 Total 1,530.05

Inv FB30843

Line Item Date	Line Item Description	
12/14/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	723.31
12/14/2022	Closing Out Process - Integrated Water & Wastewater Resources Pl	723.32

Inv FB30843 Total 1,446.63

Inv FB35506

Line Item Date	Line Item Description	
04/12/2023	Closing Out Process - Integrated Water & Wastewater Resources Pl	709.25
04/12/2023	Closing Out Process - Integrated Water & Wastewater Resources Pl	709.25

Inv FB35506 Total 1,418.50

Inv FB47338

Line Item Date	Line Item Description	
02/09/2024	Closing Out Process - Integrated Water & Wastewater Resources Pl	992.95
02/09/2024	Closing Out Process - Integrated Water & Wastewater Resources Pl	992.95

Inv FB47338 Total 1,985.90

Inv FB48842

Line Item Date	Line Item Description	
03/13/2024	Closing Out Process - Integrated Water & Wastewater Resources Pl	355.05
03/13/2024	Closing Out Process - Integrated Water & Wastewater Resources Pl	355.05

Inv FB48842 Total 710.10

Inv FB53410

Line Item Date	Line Item Description	
07/10/2024	Closing Out Process - Integrated Water & Wastewater Resources Pl	141.85
07/10/2024	Closing Out Process - Integrated Water & Wastewater Resources Pl	141.85

Inv FB53410 Total 283.70

0 Total: 8,383.53

Check Number	Check Date		Amount
CAEN9297 - Carollo Engineers, Inc. Total:			8,383.53
GBCL4010 - Carrillo, Gilbert			
319709	09/18/2024		
Inv 08/21/24			
Line Item Date	Line Item Description		
08/29/2024	Suicide By Cop Training Reimbursement for Cpl Carrillo 08/21/24		69.59
Inv 08/21/24 Total			69.59
319709 Total:			69.59
GBCL4010 - Carrillo, Gilbert Total:			69.59
CENINFOS - Cenage Learning Inc.			
0	09/18/2024		
Inv 84602662			
Line Item Date	Line Item Description		
06/27/2024	Cyber Security Training Platform and Skills Licenses		4,006.40
Inv 84602662 Total			4,006.40
0 Total:			4,006.40
CENINFOS - Cenage Learning Inc. Total:			4,006.40
ROCH6011 - Chien, Robert			
319710	09/18/2024		
Inv PW1755			
Line Item Date	Line Item Description		
08/15/2024	App. has fulfilled replacement tree requimrent, deposit refunded		1,005.00
Inv PW1755 Total			1,005.00
319710 Total:			1,005.00
ROCH6011 - Chien, Robert Total:			1,005.00
CINTA3 - Cintas Corporation			
319711	09/18/2024		
Inv 4200277451			
Line Item Date	Line Item Description		
07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services		32.41
07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services		44.36
07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services		42.52
07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services		64.56
07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services		38.14

Check Number	Check Date		Amount
	07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services	97.16
	07/29/2024	Public Works Uniform Cleaning Services - Cleaning Services	103.33
	Inv 4200277451 Total		422.48
	Inv 4201005280		
	Line Item Date	Line Item Description	
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	64.56
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	97.16
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	42.52
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	44.36
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	47.14
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	32.41
	08/05/2024	Public Works Uniform Cleaning Services - Cleaning Services	29.17
	Inv 4201005280 Total		357.32
	Inv 4202426562		
	Line Item Date	Line Item Description	
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	97.16
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	42.52
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	38.14
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	38.17
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	44.36
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	64.56
	08/19/2024	Public Works Uniform Cleaning Services - Cleaning Services	32.41
	Inv 4202426562 Total		357.32
	Inv 4203140968		
	Line Item Date	Line Item Description	
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	38.17
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	32.41
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	64.56
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	97.16
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	42.52
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	44.36
	08/26/2024	Public Works Uniform Cleaning Services - Cleaning Services	38.14
	Inv 4203140968 Total		357.32
319711 Total:			1,494.44
CINTA3 - Cintas Corporation Total:			1,494.44
GLE2563 - City of Glendale			
319712	09/18/2024		
	Inv 3076		
	Line Item Date	Line Item Description	
	08/20/2024	Fire - Verdugo Fire Dispatch Fee 07/01/24-12/31/24	96,386.00
	Inv 3076 Total		96,386.00

Check Number	Check Date		Amount
319712 Total:			96,386.00
GLE2563 - City of Glendale Total:			96,386.00

SOU5340 - City of South Pasadena-Library Petty Cash

319713	09/18/2024		
Inv	4/11/2024		
Line Item Date	Line Item Description		
04/11/2024	Postage		13.80
Inv 4/11/2024 Total			13.80
Inv	4/2/2024		
Line Item Date	Line Item Description		
04/02/2024	Postage		68.00
Inv 4/2/2024 Total			68.00
Inv	4/5/2024		
Line Item Date	Line Item Description		
04/05/2024	Mileage reimbursement		6.97
Inv 4/5/2024 Total			6.97
Inv	5/7/2024		
Line Item Date	Line Item Description		
05/07/2024	Denim patches and bells for Sustainability Grant		22.01
05/07/2024	Mileage reimbursement		2.55
Inv 5/7/2024 Total			24.56
Inv	5/8/2024		
Line Item Date	Line Item Description		
05/08/2024	Postage		16.05
Inv 5/8/2024 Total			16.05
Inv	6/17/2024		
Line Item Date	Line Item Description		
06/17/2024	Postage		22.65
Inv 6/17/2024 Total			22.65
Inv	8/13/2024		
Line Item Date	Line Item Description		
08/13/2024	Going away present for intern		25.00
Inv 8/13/2024 Total			25.00

Check Number	Check Date	Amount
Inv	8/27/2024	
Line Item Date	Line Item Description	
08/27/2024	Fan to dry Library carpet from biological accident	60.63
Inv 8/27/2024 Total		60.63
319713 Total:		237.66
SOU5340 - City of South Pasadena-Library Petty Cash Total:		237.66
CVCPLUS - CivicPlus, LLC		
0	09/18/2024	
Inv	308469	
Line Item Date	Line Item Description	
09/03/2024	CivicPlus Recreation Software for FY 24-25	26,624.27
Inv 308469 Total		26,624.27
0 Total:		26,624.27
CVCPLUS - CivicPlus, LLC Total:		26,624.27
COR7788 - Cornforth, Robert Darren		
0	09/18/2024	
Inv	TENNIS- AUG24	
Line Item Date	Line Item Description	
08/28/2024	Contract Class Instructor Payment Tennis August 2024	2,028.00
Inv TENNIS- AUG24 Total		2,028.00
0 Total:		2,028.00
COR7788 - Cornforth, Robert Darren Total:		2,028.00
ATGC8530 - CU Technology		
0	09/18/2024	
Inv	11675	
Line Item Date	Line Item Description	
09/01/2024	Management of IT Services for Network Admin Serv for August 2024	25,600.00
Inv 11675 Total		25,600.00
0 Total:		25,600.00
ATGC8530 - CU Technology Total:		25,600.00

Check Number	Check Date	Amount

DEL0771 - Delta Dental of California

319714 09/18/2024

Inv BE006226095

Line Item Date	Line Item Description	
09/01/2024	Employee Dental Premiums - September 2024	10,841.12
Inv BE006226095 Total		10,841.12
319714 Total:		10,841.12
DEL0771 - Delta Dental of California Total:		10,841.12

DESI5011 - Digital EMS Solutions Inc.

319715 09/18/2024

Inv 00364

Line Item Date	Line Item Description	
07/01/2024	Software for Digital EMS Reporting	7,276.70
Inv 00364 Total		7,276.70
319715 Total:		7,276.70
DESI5011 - Digital EMS Solutions Inc. Total:		7,276.70

DMPS7101 - Digital Map Products, LP

0 09/18/2024

Inv INVLBP05811

Line Item Date	Line Item Description	
08/14/2024	Lightbox Vision Builder-Developer (Former GovClarity).	28,790.32
Inv INVLBP05811 Total		28,790.32
0 Total:		28,790.32
DMPS7101 - Digital Map Products, LP Total:		28,790.32

PMLDONG - Dong, Pamella C.

0 09/18/2024

Inv AugMartiaWalkin

Line Item Date	Line Item Description	
08/29/2024	Martial Arts Aug Walk In-Contract Instructor	156.00
Inv AugMartiaWalkin Total		156.00

Inv AugQigongWalkin

Line Item Date	Line Item Description	
08/29/2024	QiGong Aug Walk In-Contract Instructor	108.00

Check Number	Check Date	Amount
Inv AugQigongWalkin Total		108.00
0 Total:		264.00
PMLDONG - Dong, Pamella C. Total:		264.00
DNBROSGL - Donovan Bros. Golf LLC		
319716	09/18/2024	
Inv DB0724		
Line Item Date: 09/05/2024	Line Item Description: Management Incentive Fee for Arroyo Seco Golf Course.	45,955.15
Inv DB0724 Total		45,955.15
319716 Total:		45,955.15
DNBROSGL - Donovan Bros. Golf LLC Total:		45,955.15
DDLP8010 - Dr. Detail Ph.D LLC		
0	09/18/2024	
Inv 3139		
Line Item Date: 08/28/2024	Line Item Description: DAR July cleaning	840.00
Inv 3139 Total		840.00
Inv 3142		
Line Item Date: 08/28/2024	Line Item Description: Camp Med Carpet Cleaning on 8/12	250.00
Inv 3142 Total		250.00
Inv 3143		
Line Item Date: 08/07/2024	Line Item Description: Spot cleaning of carpet	225.00
Inv 3143 Total		225.00
0 Total:		1,315.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		1,315.00
AUTOCSPC - Echeveria, Jose		
319717	09/18/2024	
Inv 11381		
Line Item Date: 07/15/2024	Line Item Description: Street Lighting Vehicle Maintenance	296.05

Check Number	Check Date		Amount
Inv 11381 Total			296.05
319717 Total:			296.05
AUTOCSPC - Echeveria, Jose Total:			296.05
ELL1017 - Ellen's Silkscreening			
319718	09/18/2024		
Inv EE83856			
Line Item Date	Line Item Description		
07/16/2024	Emroidered Blazer for City Treausurer		55.13
Inv EE83856 Total			55.13
319718 Total:			55.13
ELL1017 - Ellen's Silkscreening Total:			55.13
ENTERPRI - Enterprise FM Trust			
0	09/18/2024		
Inv FBN5121442			
Line Item Date	Line Item Description		
09/05/2024	Tesla Fleet Vehicle Lease & Down Payment - 24/25		91,885.28
Inv FBN5121442 Total			91,885.28
0 Total:			91,885.28
ENTERPRI - Enterprise FM Trust Total:			91,885.28
ESCLCEPW - Escalera, Lance			
319719	09/18/2024		
Inv 08/18/2024			
Line Item Date	Line Item Description		
08/18/2024	Mileage reimbursement Lance Escalera 8/18/2024		30.02
Inv 08/18/2024 Total			30.02
Inv 08/19/2024			
Line Item Date	Line Item Description		
08/19/2024	Mileage reimbursement Lance Escalera 8/19/2024		30.02
Inv 08/19/2024 Total			30.02
319719 Total:			60.04

Check Number	Check Date	Amount
ESCLCEPW - Escalera, Lance Total:		60.04
ATFR4011 - Fierro, Anthony		
319720	09/18/2024	
Inv 08/21/2024		
Line Item Date	Line Item Description	
08/29/2024	Suicide By Cop Training Reimbursement for PA Fierro 08/21/24	69.59
Inv 08/21/2024 Total		69.59
319720 Total:		69.59
ATFR4011 - Fierro, Anthony Total:		69.59
GVFH7010 - Fitch, Gavin		
319721	09/18/2024	
Inv 3185		
Line Item Date	Line Item Description	
08/12/2024	2033 Alpha Street Refund due to double payment.	206.21
Inv 3185 Total		206.21
319721 Total:		206.21
GVFH7010 - Fitch, Gavin Total:		206.21
AGAR8031 - Garcia, Anthony		
319722	09/18/2024	
Inv 77137911		
Line Item Date	Line Item Description	
08/28/2024	Refund of deposit paid for the reservation of GYH	294.00
Inv 77137911 Total		294.00
319722 Total:		294.00
AGAR8031 - Garcia, Anthony Total:		294.00
GAY8856 - Gaylord Bros., Inc.		
0	09/18/2024	
Inv 2875378		
Line Item Date	Line Item Description	
08/09/2024	Print File 6mil packets	221.92
Inv 2875378 Total		221.92

Check Number	Check Date		Amount
0 Total:			221.92
GAY8856 - Gaylord Bros., Inc. Total:			221.92
GLBI4011 - Global Industrial			
319723	09/18/2024		
Inv 122269713			
Line Item Date	Line Item Description		
08/19/2024	Work Light for Water Division Night Jobs		276.01
Inv 122269713 Total			276.01
319723 Total:			276.01
GLBI4011 - Global Industrial Total:			276.01
NCGY7000 - Godoy, Nicholas			
319724	09/18/2024		
Inv 08/13/2024			
Line Item Date	Line Item Description		
08/29/2024	Livescan Training Reimbursement for Officer Godoy 08/16/24		40.00
08/29/2024	Mentorship/Recruitment Program Lunch w/ Police Officer Applican		33.94
Inv 08/13/2024 Total			73.94
319724 Total:			73.94
NCGY7000 - Godoy, Nicholas Total:			73.94
GLGP8030 - Golf Group LTD.			
319725	09/18/2024		
Inv 18-2724			
Line Item Date	Line Item Description		
08/26/2024	Arroyo Seco Golf Course Comprehensive Plan.		17,620.00
Inv 18-2724 Total			17,620.00
Inv 18-2732			
Line Item Date	Line Item Description		
08/26/2024	Arroyo Seco Golf Course Comprehensive Plan.		23,409.00
Inv 18-2732 Total			23,409.00
319725 Total:			41,029.00
GLGP8030 - Golf Group LTD. Total:			41,029.00

Check Number	Check Date	Amount

GRED4011 - Gramajo, Ederson
319726 09/18/2024
Inv 08/21/2024

Line Item Date	Line Item Description	
08/29/2024	Livescan Training Reimbursement for Officer Gramajo 08/21/24	41.67
Inv 08/21/2024 Total		41.67
319726 Total:		41.67
GRED4011 - Gramajo, Ederson Total:		41.67

CRSGRUND - Gruenewald, Christopher
319727 09/18/2024
Inv 08/12-08/16/24

Line Item Date	Line Item Description	
08/29/2024	Gracie Survival Tactics Training Reimbursement For Gruenewald	250.22
Inv 08/12-08/16/24 Total		250.22
319727 Total:		250.22
CRSGRUND - Gruenewald, Christopher Total:		250.22

ISGU4011 - Gutierrez, Issac
319728 09/18/2024
Inv 08/14/2024

Line Item Date	Line Item Description	
08/29/2024	Livescan Training Reimbursement for Officer Gutierrez 08/14/24	43.46
Inv 08/14/2024 Total		43.46
319728 Total:		43.46
ISGU4011 - Gutierrez, Issac Total:		43.46

GHAN6011 - Han, George
319729 09/18/2024
Inv PW1859

Line Item Date	Line Item Description	
06/26/2024	Partial refund of tree deposit collected as part of tree removal	335.00
Inv PW1859 Total		335.00
319729 Total:		335.00

Check Number	Check Date		Amount
GHAN6011 - Han, George Total:			335.00
SHAS8031 - Hasina, Somath			
319730	09/18/2024		
Inv	77145186		
Line Item Date		Line Item Description	
08/28/2024		Refund of deposit paid for the reservation of WMB	590.00
Inv 77145186 Total			590.00
319730 Total:			590.00
SHAS8031 - Hasina, Somath Total:			590.00
RIHZ6601 - Hernandez, Ricardo			
319731	09/18/2024		
Inv	08/02/2024		
Line Item Date		Line Item Description	
08/02/2024		Mileage reimbursement, Ricardo Hernandez 8/2/2024	9.11
Inv 08/02/2024 Total			9.11
319731 Total:			9.11
RIHZ6601 - Hernandez, Ricardo Total:			9.11
ADHA6116 - Herrera, Adam			
319732	09/18/2024		
Inv	07/27/2024		
Line Item Date		Line Item Description	
07/27/2024		Mileage reimbursement, Adam herrera 07/27/24	76.11
Inv 07/27/2024 Total			76.11
Inv	07/28/2024		
Line Item Date		Line Item Description	
07/28/2024		Mileage reimbursement, Adam Herrera 07/28/24	38.06
Inv 07/28/2024 Total			38.06
Inv	08/12/2024		
Line Item Date		Line Item Description	
08/12/2024		Mileage reimbursement, Adam Herrera 08/12/2024	38.06
Inv 08/12/2024 Total			38.06
319732 Total:			152.23

Check Number	Check Date		Amount
ADHA6116 - Herrera, Adam Total:			152.23
HOWI2011 - House of Winners, Inc.			
319733	09/18/2024		
Inv 072424-1			
Line Item Date	Line Item Description		
07/24/2024	2024 Employee Service Awards		1,808.10
Inv 072424-1 Total			1,808.10
319733 Total:			1,808.10
HOWI2011 - House of Winners, Inc. Total:			1,808.10
TSUHNG - Huang, Tsu Jit			
0	09/18/2024		
Inv AUGCardio			
Line Item Date	Line Item Description		
08/28/2024	Contract Class Instructor - Cardio Dance Fitness - August 2024		45.50
Inv AUGCardio Total			45.50
0 Total:			45.50
TSUHNG - Huang, Tsu Jit Total:			45.50
ITCR2501 - Intercare Holdings Insurance Services			
0	09/18/2024		
Inv 76-011693			
Line Item Date	Line Item Description		
07/31/2024	Indemnity Annual Per Claim Fees - July 2024		9,043.86
Inv 76-011693 Total			9,043.86
0 Total:			9,043.86
ITCR2501 - Intercare Holdings Insurance Services Total:			9,043.86
JSAR4011 - Jack's Auto Repair			
319734	09/18/2024		
Inv 19476			
Line Item Date	Line Item Description		
08/16/2024	new battery for #80		297.30
Inv 19476 Total			297.30

Check Number	Check Date	Amount
Inv 19518		
Line Item Date	Line Item Description	
08/30/2024	Police Department Vehicle Maintenance - Headlight Bulb	38.70
Inv 19518 Total		38.70
319734 Total:		336.00
JSAR4011 - Jack's Auto Repair Total:		336.00
JHA307 - John L. Hunter and Associates, Inc.		
319735	09/18/2024	
Inv SP1DG12311		
Line Item Date	Line Item Description	
12/31/2023	Environmental Compliance and NPDES & DGR Services	2,983.25
Inv SP1DG12311 Total		2,983.25
Inv SP1DG12401		
Line Item Date	Line Item Description	
03/22/2024	Environmental Compliance and NPDES & DGR Services	1,367.75
Inv SP1DG12401 Total		1,367.75
Inv SP1DG12402		
Line Item Date	Line Item Description	
05/01/2024	Environmental Compliance and NPDES & DGR Services	838.00
Inv SP1DG12402 Total		838.00
Inv SP1DG12403		
Line Item Date	Line Item Description	
05/13/2024	Environmental Compliance and NPDES & DGR Services	1,935.50
Inv SP1DG12403 Total		1,935.50
Inv SP1DG12404		
Line Item Date	Line Item Description	
06/26/2024	Environmental Compliance and NPDES & DGR Services	1,387.43
Inv SP1DG12404 Total		1,387.43
Inv SP1FOG12406		
Line Item Date	Line Item Description	
07/24/2024	City's 2023-24 Fats, Oils, and Grease Contract (FOG)	10,827.00
Inv SP1FOG12406 Total		10,827.00
319735 Total:		19,338.93

Check Number	Check Date		Amount
JHA307 - John L. Hunter and Associates, Inc. Total:			19,338.93
K-LogINC - K-Log Inc.			
319736	09/18/2024		
Inv	24-328839-1		
Line Item Date	Line Item Description		
08/28/2024	Furniture for Teen Center		10,518.67
Inv 24-328839-1 Total			10,518.67
319736 Total:			10,518.67
K-LogINC - K-Log Inc. Total:			10,518.67
KOAC6010 - KOA Corp., a Lochner Company			
319737	09/18/2024		
Inv	JC31118 - 6		
Line Item Date	Line Item Description		
02/19/2024	Street Improvement Project		5,736.00
Inv JC31118 - 6 Total			5,736.00
Inv	JC31118 - 8		
Line Item Date	Line Item Description		
04/10/2024	Street Improvement Project		297.50
Inv JC31118 - 8 Total			297.50
319737 Total:			6,033.50
KOAC6010 - KOA Corp., a Lochner Company Total:			6,033.50
KPFA8021 - Kultura Philippine Folk Arts			
319738	09/18/2024		
Inv	20240928		
Line Item Date	Line Item Description		
08/27/2024	Multicultural Event Performance		500.00
Inv 20240928 Total			500.00
319738 Total:			500.00
KPFA8021 - Kultura Philippine Folk Arts Total:			500.00
CUR7778 - L.N. Curtis & Sons			
319739	09/18/2024		

Check Number	Check Date	Amount
Inv INV835087		
Line Item Date	Line Item Description	
06/17/2024	Fire Equipment and Clothing	5,348.33
Inv INV835087 Total		5,348.33
Inv INV840357		
Line Item Date	Line Item Description	
06/28/2024	Fire Equipment and Clothing	781.75
Inv INV840357 Total		781.75
319739 Total:		6,130.08
CUR7778 - L.N. Curtis & Sons Total:		6,130.08
LAW6711 - Lawn Mower Corner		
319740	09/18/2024	
Inv 38815		
Line Item Date	Line Item Description	
08/26/2024	Water division Portable generator, Annual Preventive Measure	227.81
Inv 38815 Total		227.81
Inv 38816		
Line Item Date	Line Item Description	
08/26/2024	Concrete Saw Annual Preventive Measure	142.37
Inv 38816 Total		142.37
319740 Total:		370.18
LAW6711 - Lawn Mower Corner Total:		370.18
LEOWEB - Leo Web Protect Inc.		
319741	09/18/2024	
Inv 80606472497		
Line Item Date	Line Item Description	
09/03/2024	Web privacy services (2x)	166.66
Inv 80606472497 Total		166.66
319741 Total:		166.66
LEOWEB - Leo Web Protect Inc. Total:		166.66
MLIL4011 - Lillienfeld, Mark		

Check Number	Check Date	Amount
319742	09/18/2024	
Inv 08/20-08/23/24		
Line Item Date	Line Item Description	
08/29/2024	Homicide Investigators Training Reimbursement Det. Lilienfeld	776.30
Inv 08/20-08/23/24 Total		776.30
319742 Total:		776.30
MLIL4011 - Lillienfeld, Mark Total:		776.30
LOU1111 - Louie, Spencer		
319743	09/18/2024	
Inv 08/21/2024		
Line Item Date	Line Item Description	
08/29/2024	Suicide By Cop Training Reimbursement for Sgt. Louie 08/21/24	67.19
Inv 08/21/2024 Total		67.19
319743 Total:		67.19
LOU1111 - Louie, Spencer Total:		67.19
VCMA6710 - Magana, Victor		
319744	09/18/2024	
Inv FY24-25Boots_KM		
Line Item Date	Line Item Description	
08/22/2024	Boot reimbursement for PW Staff: Kelvin Machado	238.13
Inv FY24-25Boots_KM Total		238.13
Inv FY24-25Boots_RG		
Line Item Date	Line Item Description	
08/22/2024	Boot reimbursement for PW Staff: Ryan Garcia	248.03
Inv FY24-25Boots_RG Total		248.03
319744 Total:		486.16
VCMA6710 - Magana, Victor Total:		486.16
MJRI2950 - Magic Jump Rentals, Inc.		
319745	09/18/2024	
Inv 404928		
Line Item Date	Line Item Description	
08/28/2024	City Multicultural Event 9/28/24 kids zone inflatables	800.60
Inv 404928 Total		800.60

Check Number	Check Date		Amount
319745 Total:			800.60
MJRI2950 - Magic Jump Rentals, Inc. Total:			800.60
MAHADCPY - Mahana Dance Company			
319746	09/18/2024		
Inv 24-455			
Line Item Date	Line Item Description		
08/27/2024	Multicultural event Performance		1,058.50
Inv 24-455 Total			1,058.50
319746 Total:			1,058.50
MAHADCPY - Mahana Dance Company Total:			1,058.50
MBFEC106 - Marx Bros. Fire Extinguisher Co.			
319747	09/18/2024		
Inv 24752			
Line Item Date	Line Item Description		
08/15/2024	Semi-annual inspection of fire supression systems at SC.		125.00
Inv 24752 Total			125.00
319747 Total:			125.00
MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:			125.00
MAVDTASY - Maverick Data Systems			
319748	09/18/2024		
Inv 266			
Line Item Date	Line Item Description		
08/29/2024	Annual Licensed Program Used By 4 Detectives For 24-25 Year		1,000.00
Inv 266 Total			1,000.00
319748 Total:			1,000.00
MAVDTASY - Maverick Data Systems Total:			1,000.00
MBWL2030 - McClintock, Alan			
319749	09/18/2024		
Inv 5888			
Line Item Date	Line Item Description		
08/21/2024	Absolute Secure Access Licenses for City Users.		5,468.00

Check Number	Check Date	Amount
Inv 5888 Total		5,468.00
319749 Total:		5,468.00
MBWL2030 - McClintock, Alan Total:		5,468.00
MER2145 - Merit Oil Company		
319750	09/18/2024	
Inv 857129		
Line Item Date	Line Item Description	
08/06/2024	Diesel Fuel-Urgent Fueling @ Service Yard (1000 Gal)	371.08
08/06/2024	Diesel Fuel-Urgent Fueling @ Service Yard (1000 Gal)	1,404.83
08/06/2024	Diesel Fuel-Urgent @ Service Yard (1000 Gal)	1,060.24
08/06/2024	Diesel Fuel-Urgent Fuelding @ Service Yard (1000 gal)	530.12
08/06/2024	Diesel Fuel-Urgent Fueling @ Service Yard (1000 Gal)	1,060.24
08/06/2024	Diesel Fuel-Urgent Fueling @ Service Yard (1000 Gal)	662.65
08/06/2024	Diesel Fuel-Urgent Fueling @ Service Yard (1000 gal)	212.05
Inv 857129 Total		5,301.21
319750 Total:		5,301.21
MER2145 - Merit Oil Company Total:		5,301.21
SCGMIL - Miller, Scott G		
0	09/18/2024	
Inv 24-108		
Line Item Date	Line Item Description	
08/27/2024	Finance Management Consultant Services for August 2024	3,700.00
08/27/2024	Finance Management Consultant Servicesfor August 2024	3,700.00
08/27/2024	Finance Management Consultant Services for August 2024	11,100.00
Inv 24-108 Total		18,500.00
0 Total:		18,500.00
SCGMIL - Miller, Scott G Total:		18,500.00
MRMC6710 - Miramontes Construction Inc.		
319751	09/18/2024	
Inv 5697		
Line Item Date	Line Item Description	
08/12/2024	2054 Fremont Ave, New Water Installation	12,384.00
Inv 5697 Total		12,384.00
319751 Total:		12,384.00

Check Number	Check Date		Amount
MRMC6710 - Miramontes Construction Inc. Total:			12,384.00
MSKM8032 - Mischook, Kim			
0	09/18/2024		
Inv	BDBAUG24		
Line Item Date	Line Item Description		
08/28/2024	Contract Class Instructor- Belly Dance August 2024		232.05
Inv BDBAUG24 Total			232.05
0 Total:			232.05
MSKM8032 - Mischook, Kim Total:			232.05
MMSC2011 - MMASC			
319752	09/18/2024		
Inv	9324		
Line Item Date	Line Item Description		
08/16/2024	Membership renewal for Gabriel		125.00
Inv 9324 Total			125.00
319752 Total:			125.00
MMSC2011 - MMASC Total:			125.00
MOR2900 - Morrow & Holman Plumbing Inc			
319753	09/18/2024		
Inv	P-8-24116		
Line Item Date	Line Item Description		
08/19/2024	Urgent Plumbing Repairs for Orange Grove Park, Leaking Urinals		710.00
Inv P-8-24116 Total			710.00
319753 Total:			710.00
MOR2900 - Morrow & Holman Plumbing Inc Total:			710.00
HIRNADA - Nada Bus, Inc.			
319754	09/18/2024		
Inv	52109		
Line Item Date	Line Item Description		
08/27/2024	LACMA trip		1,120.00
Inv 52109 Total			1,120.00

Check Number	Check Date	Amount
Inv 52147		
Line Item Date	Line Item Description	
08/27/2024	NHMLA trip	1,120.00
Inv 52147 Total		1,120.00
319754 Total:		2,240.00
HIRNADA - Nada Bus, Inc. Total:		2,240.00
SHNA7101 - Nandi, Sharan		
319755	09/18/2024	
Inv 07312024		
Line Item Date	Line Item Description	
08/28/2024	Refund parking meter transaction # 035722	4.80
Inv 07312024 Total		4.80
319755 Total:		4.80
SHNA7101 - Nandi, Sharan Total:		4.80
PEG4590 - NUFIC		
319756	09/18/2024	
Inv August 2024		
Line Item Date	Line Item Description	
08/23/2024	EE Benefits of AD&D Optional Supplemental - August 2024	797.65
08/23/2024	EE Benefits of AD&D Basic Coverage - August 2024	202.50
Inv August 2024 Total		1,000.15
319756 Total:		1,000.15
PEG4590 - NUFIC Total:		1,000.15
BLUI8011 - Office Solutions Business Products & Services, LLC		
319757	09/18/2024	
Inv I-02249016		
Line Item Date	Line Item Description	
08/28/2024	Pillar Tables for Library	2,492.64
Inv I-02249016 Total		2,492.64
319757 Total:		2,492.64
BLUI8011 - Office Solutions Business Products & Services, LLC Total:		2,492.64

Check Number	Check Date		Amount
OLNP8010 - Outlook Newspapers Group			
319758	09/18/2024		
Inv 81013			
Line Item Date	Line Item Description		
07/19/2024	Public Notice		480.00
Inv 81013 Total			480.00
319758 Total:			480.00
OLNP8010 - Outlook Newspapers Group Total:			480.00
OVDR8011 - OverDrive Inc.			
0	09/18/2024		
Inv 01148CO24217869			
Line Item Date	Line Item Description		
07/23/2024	eBooks/eAudiobooks		2,255.57
Inv 01148CO24217869 Total			2,255.57
Inv 01148CO24236213			
Line Item Date	Line Item Description		
08/12/2024	eBooks/eAudiobooks		1,333.31
Inv 01148CO24236213 Total			1,333.31
Inv 01148CO24243400			
Line Item Date	Line Item Description		
08/20/2024	eBooks/eAudiobooks		1,807.29
Inv 01148CO24243400 Total			1,807.29
0 Total:			5,396.17
OVDR8011 - OverDrive Inc. Total:			5,396.17
PRKWOD - Parkwood Landscape Maintenance, Inc.			
319759	09/18/2024		
Inv 107802			
Line Item Date	Line Item Description		
07/31/2024	July 2024 Citywide Landscape Services FY 24-25		1,700.00
07/31/2024	July 2024 Citywide Landscape Services FY 24-25		1,250.00
07/31/2024	July 2024 Citywide Landscape Services FY 24-25		21,317.22
07/31/2024	July 2024 Citywide Landscape Services FY 24-25		27,627.00
Inv 107802 Total			51,894.22

Check Number	Check Date	Amount
319759 Total:		51,894.22
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		51,894.22
PHS4011 - Pasadena Humane Society		
319760	09/18/2024	
Inv SEP2024SoPas		
Line Item Date	Line Item Description	
09/03/2024	Animal Care & Control Services - September 2024.	15,337.33
Inv SEP2024SoPas Total		15,337.33
319760 Total:		15,337.33
PHS4011 - Pasadena Humane Society Total:		15,337.33
PSLSV802 - Pasadena Live Scan Service		
319761	09/18/2024	
Inv 227		
Line Item Date	Line Item Description	
07/31/2024	Pre-Employment Live Scan Services - July 2024	357.00
Inv 227 Total		357.00
319761 Total:		357.00
PSLSV802 - Pasadena Live Scan Service Total:		357.00
PAY7788 - Payke Gymnastics Academy, Inc.		
319762	09/18/2024	
Inv Payke-AUG24		
Line Item Date	Line Item Description	
08/28/2024	Contract Class Instructor - Gymnastic Classes - August 2024	1,800.00
Inv Payke-AUG24 Total		1,800.00
319762 Total:		1,800.00
PAY7788 - Payke Gymnastics Academy, Inc. Total:		1,800.00
PDPR7010 - Pedraum Paradehpoosh		
319763	09/18/2024	
Inv 1677		
Line Item Date	Line Item Description	
07/31/2024	1525 Chelton Way (Refund)	1,363.30

Check Number	Check Date	Amount
Inv 1677 Total		1,363.30
319763 Total:		1,363.30
PDPR7010 - Pedraum Paradehpoosh Total:		1,363.30

PLCARIE - Plescia, Carrie

0	09/18/2024	
Inv	LATDANCEAUG24	
Line Item Date	Line Item Description	
08/28/2024	Contract Class Instructor - Latin Dance August 24	144.30
Inv LATDANCEAUG24 Total		144.30
0 Total:		144.30
PLCARIE - Plescia, Carrie Total:		144.30

KPRI8031 - Primuth, Karin

319764	09/18/2024	
Inv	76765294	
Line Item Date	Line Item Description	
08/28/2024	Refund of deposit paid for the reservation of WMB	590.00
Inv 76765294 Total		590.00
319764 Total:		590.00
KPRI8031 - Primuth, Karin Total:		590.00

MCPSTI - Pusateri, Michele

0	09/18/2024	
Inv	PBALL-August24	
Line Item Date	Line Item Description	
08/28/2024	Contract Class Instrucotr - Pickle Balll - Aug 24	1,953.25
Inv PBALL-August24 Total		1,953.25
0 Total:		1,953.25
MCPSTI - Pusateri, Michele Total:		1,953.25

RHCC7101 - Rio Hondo College

319765	09/18/2024	
Inv	X24-143-ZSPS	
Line Item Date	Line Item Description	

Check Number	Check Date		Amount
08/29/2024		Mandatory Driver Training Course Tuition Payment 07/10/24	75.00
Inv X24-143-ZSPS Total			75.00
319765 Total:			75.00
RHCC7101 - Rio Hondo College Total:			75.00
TIMR6116 - Rodriguez, Tim			
319766	09/18/2024		
Inv	08/17/2024		
Line Item Date		Line Item Description	
08/17/2024		Mileage reimbursement Tim Rodriguez 8/17/24	28.68
Inv 08/17/2024 Total			28.68
319766 Total:			28.68
TIMR6116 - Rodriguez, Tim Total:			28.68
RAMS3041 - Rogers Anderson, Malody & Scott LLP			
0	09/18/2024		
Inv	74996		
Line Item Date		Line Item Description	
04/30/2024		Single Audit FY ending 06/30/2023.	5,400.00
Inv 74996 Total			5,400.00
0 Total:			5,400.00
RAMS3041 - Rogers Anderson, Malody & Scott LLP Total:			5,400.00
SSSS8267 - Round Star West, LLC			
0	09/18/2024		
Inv	S.S.S- AUG24		
Line Item Date		Line Item Description	
08/28/2024		Contract Class Instructor - Soccer Stars - August 2024	468.00
Inv S.S.S- AUG24 Total			468.00
0 Total:			468.00
SSSS8267 - Round Star West, LLC Total:			468.00
SAN7775 - San Bernardino Sheriff's Dept			
319767	09/18/2024		

Check Number	Check Date	Amount
Inv EVOC-24-08-011		
Line Item Date	Line Item Description	
08/29/2024	Driver Training Tuition Payment For 3 Officers 08/10/24	300.00
Inv EVOC-24-08-011 Total		300.00
319767 Total:		300.00
SAN7775 - San Bernardino Sheriff's Dept Total:		300.00
SGVE2011 - San Gabriel Valley City Managers' Association		
319768	09/18/2024	
Inv SEPT2024		
Line Item Date	Line Item Description	
08/21/2024	9-18-24 SGVCMA Meeting Don Penman and Luis Frausto	80.00
Inv SEPT2024 Total		80.00
319768 Total:		80.00
SGVE2011 - San Gabriel Valley City Managers' Association Total:		80.00
SGVMC111 - San Gabriel Valley Medical Center		
319769	09/18/2024	
Inv 927341		
Line Item Date	Line Item Description	
08/22/2024	Blood alcohol withdrawals	48.00
Inv 927341 Total		48.00
319769 Total:		48.00
SGVMC111 - San Gabriel Valley Medical Center Total:		48.00
ISAN8031 - Sanchez, Ingrit		
319770	09/18/2024	
Inv 109-981101		
Line Item Date	Line Item Description	
08/29/2024	Face Painters for Mulicultural Event	1,020.00
Inv 109-981101 Total		1,020.00
319770 Total:		1,020.00
ISAN8031 - Sanchez, Ingrit Total:		1,020.00

Check Number	Check Date	Amount

SSDV2018 - Sandoval, Sheila

0 09/18/2024

Inv PR 08.30.2024

Line Item Date	Line Item Description	
08/29/2024	PR Batch 83024.08.2024 - Garnishment	140.87
08/29/2024	PR Batch 83024.08.2024 - Garnishment	956.03

Inv PR 08.30.2024 Total 1,096.90

0 Total: 1,096.90

SSDV2018 - Sandoval, Sheila Total: 1,096.90

SAXE2013 - Saxe-Clifford PH.D, Susan

319771 09/18/2024

Inv 24-0828-8

Line Item Date	Line Item Description	
08/29/2024	Psychological Evaluation for P.A. Applicant Morales	450.00

Inv 24-0828-8 Total 450.00

319771 Total: 450.00

SAXE2013 - Saxe-Clifford PH.D, Susan Total: 450.00

SHO7777 - Showcases

0 09/18/2024

Inv 329089

Line Item Date	Line Item Description	
07/30/2024	CD cloth interiors and CD/DVD albums	129.21

Inv 329089 Total 129.21

Inv 329130

Line Item Date	Line Item Description	
08/05/2024	CD cloth interiors and CD/DVD albums	192.07

Inv 329130 Total 192.07

Inv 329154

Line Item Date	Line Item Description	
08/16/2024	CREDIT	-64.00

Inv 329154 Total -64.00

0 Total: 257.28

Check Number	Check Date	Amount
SHO7777 - Showcases Total:		257.28
SPBK - Springbrook Holding Company, LLC		
0	09/18/2024	
Inv INV-018064		
Line Item Date	Line Item Description	
07/31/2024	CivicPay PayPad Transaction Fee - July 2024.	142.00
Inv INV-018064 Total		142.00
0 Total:		142.00
SPBK - Springbrook Holding Company, LLC Total:		142.00
SGMC2013 - St. George's Medical Clinic		
0	09/18/2024	
Inv 149177		
Line Item Date	Line Item Description	
07/31/2024	Pre-Employment and Physcial Exams - July 2024	75.00
Inv 149177 Total		75.00
Inv 89977		
Line Item Date	Line Item Description	
07/25/2024	Pre-Employment and Physcial Exams - July 2024	120.00
Inv 89977 Total		120.00
Inv 99214		
Line Item Date	Line Item Description	
07/11/2024	Pre-Employment and Physcial Exams - July 2024	120.00
Inv 99214 Total		120.00
0 Total:		315.00
SGMC2013 - St. George's Medical Clinic Total:		315.00
STA5219 - Staples Business Advantage		
0	09/18/2024	
Inv 6006573970		
Line Item Date	Line Item Description	
07/11/2024	Materials for electrification press conference event	51.16
Inv 6006573970 Total		51.16
Inv 6007379868		
Line Item Date	Line Item Description	

Check Number	Check Date		Amount
	07/25/2024	Materials for electrification press conference event	154.96
	Inv 6007379868 Total		154.96
	Inv 6007684671		
	Line Item Date	Line Item Description	
	07/25/2024	Materials for electrification press conference event	21.98
	Inv 6007684671 Total		21.98
	Inv 6008809600		
	Line Item Date	Line Item Description	
	08/07/2024	Admin/Engineering Office Supplies	133.22
	Inv 6008809600 Total		133.22
	Inv 6008809602		
	Line Item Date	Line Item Description	
	08/07/2024	Yard Admin Office Supplies	26.68
	Inv 6008809602 Total		26.68
	Inv 6008868244		
	Line Item Date	Line Item Description	
	08/08/2024	Admin/Engineering Office Supplies	3.45
	Inv 6008868244 Total		3.45
	Inv 6008928247		
	Line Item Date	Line Item Description	
	08/09/2024	Breakroom Supploes for ADMIN/ENG and WATER PROD	43.80
	08/09/2024	Breakroom Supploes for ADMIN/ENG and WATER PROD	43.80
	Inv 6008928247 Total		87.60
	Inv 6009163481		
	Line Item Date	Line Item Description	
	08/12/2024	notebooks	12.06
	Inv 6009163481 Total		12.06
	Inv 6009163482		
	Line Item Date	Line Item Description	
	08/12/2024	Wite-out, mouse, highlighters, mat, planner, mesh compartment,	141.20
	Inv 6009163482 Total		141.20
	Inv 6009220678		
	Line Item Date	Line Item Description	
	08/14/2024	foot rest	45.80
	Inv 6009220678 Total		45.80

Check Number	Check Date	Amount

Inv 6009445570

Line Item Date	Line Item Description	
08/17/2024	Office Supplies for Department	614.65

Inv 6009445570 Total 614.65

Inv 6009739095

Line Item Date	Line Item Description	
08/22/2024	Fire - Office Supplies	74.50

Inv 6009739095 Total 74.50

Inv 6009870393

Line Item Date	Line Item Description	
08/24/2024	Fire - Office Board for Chief Office	102.94

Inv 6009870393 Total 102.94

0 Total: 1,470.20

STA5219 - Staples Business Advantage Total: 1,470.20

STSM1020 - Studio Spectrum, Inc.

0 09/18/2024

Inv 192879

Line Item Date	Line Item Description	
08/01/2024	City Council Video Production Services for July 2024	8,345.00

Inv 192879 Total 8,345.00

0 Total: 8,345.00

STSM1020 - Studio Spectrum, Inc. Total: 8,345.00

SUVA8022 - Sunset Vans Inc.

319772 09/18/2024

Inv 28660

Line Item Date	Line Item Description	
08/19/2024	60-day ramp inspection and repairs for Dial-a-Ride Vehicles.	131.25

Inv 28660 Total 131.25

Inv 28662

Line Item Date	Line Item Description	
08/19/2024	60-day ramp inspection and repairs for Dial-a-Ride Vehicles.	131.25

Inv 28662 Total 131.25

Check Number	Check Date		Amount
Inv 28664			
Line Item Date	Line Item Description		
08/19/2024	60-day ramp inspection and repairs for Dial-a-Ride Vehicles.		256.25
Inv 28664 Total			256.25
Inv 28667			
Line Item Date	Line Item Description		
08/19/2024	60-day ramp inspection and repairs for Dial-a-Ride Vehicles.		131.25
Inv 28667 Total			131.25
319772 Total:			650.00
SUVA8022 - Sunset Vans Inc. Total:			650.00
SWCAINC - SWCA, Incorporated			
319773	09/18/2024		
Inv 201407			
Line Item Date	Line Item Description		
08/22/2024	HRE (156 Peterson Ave)		120.75
Inv 201407 Total			120.75
319773 Total:			120.75
SWCAINC - SWCA, Incorporated Total:			120.75
COBR7131 - The Advantage Group			
0	09/18/2024		
Inv 173692			
Line Item Date	Line Item Description		
07/05/2024	HRA Administration Fee - July 2024		282.00
Inv 173692 Total			282.00
Inv 174828			
Line Item Date	Line Item Description		
08/05/2024	HRA Administration Fee - August 2024		282.00
Inv 174828 Total			282.00
Inv August			
Line Item Date	Line Item Description		
08/21/2024	HRA Retiree Reimbursement - August 2024		16,239.39
Inv August Total			16,239.39

Check Number	Check Date	Amount
Inv September		
Line Item Date	Line Item Description	
08/22/2024	HRA Retiree Reimbursement - September 2024	16,239.39
Inv September Total		16,239.39
0 Total:		33,042.78
COBR7131 - The Advantage Group Total:		33,042.78
HAFR7000 - The Hartford		
319774	09/18/2024	
Inv 085039240745		
Line Item Date	Line Item Description	
08/31/2024	Employee Life Insurance Benefit - August 2024	1,053.00
Inv 085039240745 Total		1,053.00
319774 Total:		1,053.00
HAFR7000 - The Hartford Total:		1,053.00
TSCS8030 - The Sauce Creative Services		
319775	09/18/2024	
Inv 6932		
Line Item Date	Line Item Description	
01/01/2024	2023 Festival of Ballons Promotional Materials	225.00
Inv 6932 Total		225.00
Inv 6947		
Line Item Date	Line Item Description	
06/14/2024	2023 Festival of Ballons Promotional Materials	2,618.24
Inv 6947 Total		2,618.24
319775 Total:		2,843.24
TSCS8030 - The Sauce Creative Services Total:		2,843.24
TOM4455 - Tom's Men's Wear & Uniform's, Inc.		
319776	09/18/2024	
Inv 420		
Line Item Date	Line Item Description	
09/09/2024	Uniform for Ashley Flores	340.62
Inv 420 Total		340.62

Check Number	Check Date		Amount
319776 Total:			340.62
TOM4455 - Tom's Men's Wear & Uniform's, Inc. Total:			340.62
TRA5998 - Transtech Engineers, Inc.			
319777	09/18/2024		
Inv 20244583			
Line Item Date	Line Item Description		
08/28/2024	Transtech - Building plan check services - July 2024		22,098.43
Inv 20244583 Total			22,098.43
319777 Total:			22,098.43
TRA5998 - Transtech Engineers, Inc. Total:			22,098.43
ADTR5011 - Tregenza, Adam			
319778	09/18/2024		
Inv 8.13.24			
Line Item Date	Line Item Description		
08/13/2024	Reimbursement - Renewal for Paramedic License		250.00
Inv 8.13.24 Total			250.00
319778 Total:			250.00
ADTR5011 - Tregenza, Adam Total:			250.00
TRUPINT - TruePoint Solutions, LLC			
319779	09/18/2024		
Inv SI-000783			
Line Item Date	Line Item Description		
05/31/2024	Accela Software Configuration		37.50
Inv SI-000783 Total			37.50
Inv SI-001000			
Line Item Date	Line Item Description		
05/06/2024	Annual Subscription for Accela Software		60,480.00
Inv SI-001000 Total			60,480.00
Inv SI-001116			
Line Item Date	Line Item Description		
07/31/2024	Software Set-Up & Configuration		3,382.50

Check Number	Check Date		Amount
Inv SI-001116 Total			3,382.50
319779 Total:			63,900.00
TRUPINT - TruePoint Solutions, LLC Total:			63,900.00
UCL6115 - UC Regents			
319780	09/18/2024		
Inv 3013-906			
Line Item Date	Line Item Description		
07/01/2024	Continuing Education in Prehospital & Emergency Medicine - July		2,349.91
Inv 3013-906 Total			2,349.91
Inv 3013-926			
Line Item Date	Line Item Description		
08/01/2024	Continuing Education in Prehospital & Emergency Medicine - Aug.		2,349.91
Inv 3013-926 Total			2,349.91
319780 Total:			4,699.82
UCL6115 - UC Regents Total:			4,699.82
ULIN8021 - Uline, Inc.			
0	09/18/2024		
Inv 181597956			
Line Item Date	Line Item Description		
08/20/2024	Senior Center supplies		344.42
Inv 181597956 Total			344.42
0 Total:			344.42
ULIN8021 - Uline, Inc. Total:			344.42
UPP7789 - Upper San Gabriel Valley MWD			
319781	09/18/2024		
Inv 2/07-24			
Line Item Date	Line Item Description		
08/15/2024	Water purchased from MWD July 2024		93.33
Inv 2/07-24 Total			93.33
Inv So Pas-8.14.24			
Line Item Date	Line Item Description		
08/14/2024	Co-funding for MWD water conservation rebates July 2024		938.04

Check Number	Check Date		Amount
Inv So Pas-8.14.24 Total			938.04
319781 Total:			1,031.37
UPP7789 - Upper San Gabriel Valley MWD Total:			1,031.37
MZVZT - Van Zandt, Maizon			
319782	09/18/2024		
Inv	08/15/2024		
Line Item Date	Line Item Description		
08/15/2024	Mileage Reimbursement Maizon Van Zandt 8/15/24		4.42
Inv 08/15/2024 Total			4.42
Inv	08/17/2024		
Line Item Date	Line Item Description		
08/17/2024	Mileage Reimbursement Maizon Van Zandt 8/17/24		4.42
Inv 08/17/2024 Total			4.42
319782 Total:			8.84
MZVZT - Van Zandt, Maizon Total:			8.84
VEOC5011 - Veoci Inc.			
0	09/18/2024		
Inv	2860		
Line Item Date	Line Item Description		
07/02/2024	Software Subscription for Emergency Operations and Disaster.		5,760.00
Inv 2860 Total			5,760.00
0 Total:			5,760.00
VEOC5011 - Veoci Inc. Total:			5,760.00
VERG8011 - Veterans Realty Group			
319783	09/18/2024		
Inv	69255202		
Line Item Date	Line Item Description		
08/13/2024	Partial Refund of 8/24/24 Community Room Rental		506.00
Inv 69255202 Total			506.00
319783 Total:			506.00

Check Number	Check Date		Amount
VERG8011 - Veterans Realty Group Total:			506.00
EDVL6010 - Villalobos, Edgar			
319784	09/18/2024		
Inv 08/17/2024			
Line Item Date	Line Item Description		
08/17/2024	Mileage reimbursement Edgar Villalobos 8/17/2024		26.00
Inv 08/17/2024 Total			26.00
319784 Total:			26.00
EDVL6010 - Villalobos, Edgar Total:			26.00
WLHD8020 - Westlake Hardware			
0	09/18/2024		
Inv 14304878			
Line Item Date	Line Item Description		
07/10/2024	PD Faucet Fixtures for building maint.		35.26
Inv 14304878 Total			35.26
Inv 14304882			
Line Item Date	Line Item Description		
07/11/2024	Supplies for Water Production		84.63
Inv 14304882 Total			84.63
Inv 14304894			
Line Item Date	Line Item Description		
07/15/2024	Streets Painting and Breakroom supplies		336.06
Inv 14304894 Total			336.06
Inv 14304899			
Line Item Date	Line Item Description		
07/16/2024	Lights for Fire Department		53.33
07/16/2024	Tools for Truck		40.34
Inv 14304899 Total			93.67
Inv 14304900			
Line Item Date	Line Item Description		
07/16/2024	Parks supplies for Arroyo Park		60.78
Inv 14304900 Total			60.78
Inv 14304901			
Line Item Date	Line Item Description		

Check Number	Check Date		Amount
	07/17/2024	Returned Part	-29.76
	Inv 14304901 Total		-29.76
	Inv 14304902		
	Line Item Date	Line Item Description	
	07/17/2024	Facilities Parts	45.17
	Inv 14304902 Total		45.17
	Inv 14304907		
	Line Item Date	Line Item Description	
	07/18/2024	PW Shower Project	242.44
	Inv 14304907 Total		242.44
	Inv 14304908		
	Line Item Date	Line Item Description	
	07/18/2024	PD Prep for Press Conference	411.85
	Inv 14304908 Total		411.85
	Inv 14304910		
	Line Item Date	Line Item Description	
	07/18/2024	AC Portable Unit	496.11
	Inv 14304910 Total		496.11
	Inv 14304915		
	Line Item Date	Line Item Description	
	07/22/2024	Parts for Storage, Charger Trucks	59.89
	Inv 14304915 Total		59.89
	Inv 14304924		
	Line Item Date	Line Item Description	
	07/24/2024	Parks supplies	133.36
	Inv 14304924 Total		133.36
	Inv 14304927		
	Line Item Date	Line Item Description	
	07/25/2024	Facilities supplies (Keys, filters, repellent)	160.74
	Inv 14304927 Total		160.74
	Inv 14304928		
	Line Item Date	Line Item Description	
	07/25/2024	Mulch for City Hall Press Conference	198.12
	Inv 14304928 Total		198.12

Check Number	Check Date	Amount

Inv 14304935

Line Item Date	Line Item Description	
07/29/2024	Safety Vest for David and Bolts for Street Signs	76.94

Inv 14304935 Total 76.94

Inv 14304940

Line Item Date	Line Item Description	
08/01/2024	Supplies purchased for Water repair @ 1304 Gates Pl	55.07

Inv 14304940 Total 55.07

Inv 14304943

Line Item Date	Line Item Description	
08/02/2024	Parks supplies	86.45

Inv 14304943 Total 86.45

Inv 14304948

Line Item Date	Line Item Description	
08/05/2024	Locks for Irrigation Boxes	71.61

Inv 14304948 Total 71.61

Inv 14304950

Line Item Date	Line Item Description	
08/06/2024	Break room/Truck/Shop Stock	157.58

Inv 14304950 Total 157.58

Inv 14304952

Line Item Date	Line Item Description	
08/06/2024	Supplies for Painting School zones, curbs, scrappers to clean	276.18

Inv 14304952 Total 276.18

0 Total: 3,052.15

WLHD8020 - Westlake Hardware Total: 3,052.15

WON6410 - Wondries Toyota

319785 09/18/2024

Inv 1333092

Line Item Date	Line Item Description	
08/23/2024	Maintenance and Repair to Fire Chief Staff Vehicle	3,151.33

Inv 1333092 Total 3,151.33

319785 Total: 3,151.33

Check Number	Check Date		Amount
WON6410 - Wondries Toyota Total:			3,151.33
WON1111 - Wong, Daren			
319786	09/18/2024		
Inv	08/21/2024		
Line Item Date		Line Item Description	
08/29/2024		Suicide By Cop Training Reimbursement For Officer Wong 08/21/24	67.74
Inv 08/21/2024 Total			67.74
319786 Total:			67.74
WON1111 - Wong, Daren Total:			67.74
PUFG8267 - Wong, Pauline Sam			
0	09/18/2024		
Inv	AdultMoAug		
Line Item Date		Line Item Description	
08/30/2024		Adult Monthly Line Dance Aug-Contract Instructor	39.00
Inv AdultMoAug Total			39.00
Inv	AdultWalkInAug		
Line Item Date		Line Item Description	
08/30/2024		Adult Walk In Line Dance Aug-Contract Instructor	230.75
Inv AdultWalkInAug Total			230.75
Inv	SeniorWalkInAug		
Line Item Date		Line Item Description	
08/30/2024		Senior Walk In Line Dance Aug-Contract Instructor	164.00
Inv SeniorWalkInAug Total			164.00
0 Total:			433.75
PUFG8267 - Wong, Pauline Sam Total:			433.75
WOR8011 - World Book Inc			
319787	09/18/2024		
Inv	ARI0002496		
Line Item Date		Line Item Description	
08/05/2024		Online-Advance Reference Package for the Library	1,444.27
Inv ARI0002496 Total			1,444.27

Check Number	Check Date	Amount
319787 Total:		1,444.27
WOR8011 - World Book Inc Total:		1,444.27
XRXF5010 - Xerox Financial Services		
319788	09/18/2024	
Inv 6073992		
Line Item Date	Line Item Description	
08/02/2024	Contract # 010-0061587-004 - City Facilites Copiers 7/22 - 8/21	2,204.46
Inv 6073992 Total		2,204.46
319788 Total:		2,204.46
XRXF5010 - Xerox Financial Services Total:		2,204.46
YTI1023 - Y Tire Performance LLC		
319789	09/18/2024	
Inv 38174		
Line Item Date	Line Item Description	
08/29/2024	Replacement of wheel vin # 00297.	581.25
Inv 38174 Total		581.25
Inv 38198		
Line Item Date	Line Item Description	
08/27/2024	Mount and balance for Tires for Fire Dept.	882.44
Inv 38198 Total		882.44
319789 Total:		1,463.69
YTI1023 - Y Tire Performance LLC Total:		1,463.69
CONYEE - Yee, Connie		
0	09/18/2024	
Inv FFAugDropIn		
Line Item Date	Line Item Description	
08/30/2024	Functional Fitness Drop In Aug-Contract Instructor	704.00
Inv FFAugDropIn Total		704.00
Inv FFAugMo		
Line Item Date	Line Item Description	
08/30/2024	Functional Fitness Monthly Aug-Contract Instructor	72.00
Inv FFAugMo Total		72.00

Check Number	Check Date	Amount

Inv HIITAug

Line Item Date	Line Item Description	
08/30/2024	HIIT Aug-Contract Instructor	192.40

Inv HIITAug Total 192.40

0 Total: 968.40

CONYEE - Yee, Connie Total: 968.40

REP6115 - Yunex LLC

0 09/18/2024

Inv 5610000887

Line Item Date	Line Item Description	
12/11/2023	Traffic Signal response call out -Oct'2023	2,552.50

Inv 5610000887 Total 2,552.50

Inv 5610000888

Line Item Date	Line Item Description	
12/11/2023	Traffic Signal response call out-Nov 2023	350.00

Inv 5610000888 Total 350.00

Inv 5610001390

Line Item Date	Line Item Description	
02/26/2024	Traffic Signal response call out-Dec 2023	2,433.10

Inv 5610001390 Total 2,433.10

Inv 5610001391

Line Item Date	Line Item Description	
02/26/2024	Traffic Signal response call out Raymondale & State Pole-Dec'23	245.00

Inv 5610001391 Total 245.00

Inv 5610001408

Line Item Date	Line Item Description	
02/26/2024	Traffic Signal response call out-Jan 2024	4,375.79

Inv 5610001408 Total 4,375.79

Inv 5610001756

Line Item Date	Line Item Description	
04/02/2024	Traffic Signal response call out-Feb 2024	3,000.00
04/02/2024	Traffic Signal response call out-Feb 2024	6,152.69

Inv 5610001756 Total 9,152.69

Check Number	Check Date	Amount

Inv 5610001806

Line Item Date	Line Item Description	
04/15/2024	Traffic Signal response call out-Mar 2024	3,146.14

Inv 5610001806 Total 3,146.14

Inv 5610002081

Line Item Date	Line Item Description	
05/21/2024	Traffic Signal response call out-Apr 2024	5,430.76

Inv 5610002081 Total 5,430.76

Inv 5610002082

Line Item Date	Line Item Description	
05/21/2024	Traffic Signal response call out MontereyRd & MeridianPoleApr'23	600.00

Inv 5610002082 Total 600.00

Inv 5610002317

Line Item Date	Line Item Description	
06/21/2024	Traffic Signal response call out-May 2024	1,556.38

Inv 5610002317 Total 1,556.38

Inv 5610002599

Line Item Date	Line Item Description	
07/09/2024	Traffic Signal response call out-June 2024	6,060.82

Inv 5610002599 Total 6,060.82

Inv 5610002600

Line Item Date	Line Item Description	
07/09/2024	Traffic Signa call out Fair Oaks&GreveliaSECType15PoleKD-June'24	19,065.31
07/09/2024	Traffic Signa call out Fair Oaks&GreveliaSECType15PoleKD-June'24	964.96

Inv 5610002600 Total 20,030.27

Inv 90000971

Line Item Date	Line Item Description	
11/30/2023	Traffic Signal Maint. & Shared Crosswalk with San Marino-Oct'23	2,440.00

Inv 90000971 Total 2,440.00

Inv 90001196

Line Item Date	Line Item Description	
01/02/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Nov'23	2,440.00

Inv 90001196 Total 2,440.00

Inv 90001328

Line Item Date	Line Item Description

Check Number	Check Date		Amount
	01/22/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Dec'23	2,440.00
	Inv 90001328 Total		2,440.00
	Inv 90001548		
	Line Item Date	Line Item Description	
	02/22/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Jan"23	2,440.00
	Inv 90001548 Total		2,440.00
	Inv 90001729		
	Line Item Date	Line Item Description	
	03/21/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Feb'24	2,440.00
	Inv 90001729 Total		2,440.00
	Inv 90001844		
	Line Item Date	Line Item Description	
	04/05/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Mar'24	2,440.00
	Inv 90001844 Total		2,440.00
	Inv 90002048		
	Line Item Date	Line Item Description	
	05/07/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Apr'24	2,440.00
	Inv 90002048 Total		2,440.00
	Inv 90002202		
	Line Item Date	Line Item Description	
	06/06/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-May'24	2,440.00
	Inv 90002202 Total		2,440.00
	Inv 90002405		
	Line Item Date	Line Item Description	
	07/09/2024	Traffic Signal Maint. & Shared Crosswalk with San Marino-Jun'24	2,440.00
	Inv 90002405 Total		2,440.00
0 Total:			77,893.45
REP6115 - Yunex LLC Total:			77,893.45
PTZM4011 - Zamora, Patrick			
319790	09/18/2024		
	Inv 08/18-08/23/24		
	Line Item Date	Line Item Description	
	08/29/2024	National Interdiction Training Reimbursement for K9 Ofcr. Zamora	273.44

Check Number	Check Date		Amount
Inv 08/18-08/23/24 Total			273.44
319790 Total:			273.44
PTZM4011 - Zamora, Patrick Total:			273.44
ZAVA4011 - Zavala, Jeanette			
319791	09/18/2024		
Inv	08/21/2024		
Line Item Date		Line Item Description	
08/29/2024		Suicide By Cop Training Reimbursement For PA Zavala 08/21/24	65.47
Inv 08/21/2024 Total			65.47
319791 Total:			65.47
ZAVA4011 - Zavala, Jeanette Total:			65.47
Total:			877,592.40

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
8/22/2024	UMPQUA Bank	$22,088.76	Online Payment for July 2024 Citywide Credit Card Expenses.
8/27/2024	So Cal Edison	$23,833.76	Online Payment for City Owned Electric Account # 3859.
9/3/2024	So Cal Edison	$134,968.31	Online Payment for City Owned Electric Account # 1581.
9/5/2024	So Cal Gas	$700.83	Online Payment for City Natural Gas Accounts 7/12/24-08/13/24.
9/13/2024	So Cal Edison	$22,610.51	Online Payment for Various City Owned Electric Accounts.
Total:		***$204,202.17***	

City of
SOUTH PASADENA

July 2024 Credit Card Expense Summary		
Date	**Description**	**Amount**
7/16/2024	Urban Land Institute - LB Membership (Alison Becker)	$264.00
7/9/2024	Zoom - Zoom for Community Development	$17.19
7/18/2024	Tokoro Restaurant - Associate Planer Rater Lunch	$67.01
7/2/2024	Chevron - Fuel for Motor Officers	$25.96
7/3/2024	Chevron - Fuel for Motor Officers	$20.67
7/4/2024	Chevron - Brake Fluid	$5.94
7/5/2024	Chevron - Fuel for Motor Officers	$21.69
7/7/2024	Chevron - Fuel for Motor Officers	$30.79
7/9/2024	Chevron - Fuel for Motor Officers	$18.00
7/9/2024	Chevron - Fuel for Motor Officers	$26.72
7/11/2024	Chevron - Fuel for Motor Officers	$17.37
7/12/2024	Chevron - Fuel for Motor Officers	$27.34
7/17/2024	Chevron - Fuel for Motor Officers	$21.37
7/19/2024	Chevron - Fuel for Motor Officers	$21.98
7/21/2024	Tesla Commerce US - Charging Adapter - Abdalla	$110.25
7/21/2024	Tesla Commerce US - Charging Adapter - Abdalla	$55.13
7/21/2024	Tesla Commerce US - Charging Adapter - Abdalla	$110.25
7/23/2024	Chevron - Fuel for Motor Officers	$18.80
7/23/2024	Chevron - Fuel for Motor Officers	$26.10
7/24/2024	Chevron - Fuel for Motor Officers	$19.87
7/24/2024	Chevron - Fuel for Motor Officers	$24.43
7/26/2024	Chevron - Fuel for Motor Officers	$25.58
7/28/2024	Chevron - Fuel for Motor Officers	$25.80
7/30/2024	Chevron - Fuel for Motor Officers	$25.86
7/31/2024	Chevron - Fuel for Motor Officers	$17.28
7/1/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.18
7/1/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$17.64
7/1/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$17.16
7/1/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$21.84
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.32
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.25
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.80
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.76
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.64
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$27.56
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.52
7/2/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.12
7/3/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$7.83
7/3/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.90
7/3/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.70
7/3/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.70
7/3/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.96
7/3/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.56
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.10
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$6.48
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.13
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$15.68
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.72
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$26.95
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.56
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$21.32
7/4/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$22.36
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.73
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$17.15

7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$5.39
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.29
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$23.04
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$19.76
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$15.08
7/5/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.52
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$1.96
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$19.60
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.72
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$24.01
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$25.48
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.13
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.74
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$21.07
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$33.81
7/7/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$17.76
7/8/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.21
7/8/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$25.42
7/8/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.48
7/8/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.64
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$17.63
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.21
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.64
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.12
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$27.04
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$9.88
7/9/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$20.28
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.40
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.74
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.76
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.87
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.00
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.96
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.52
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$9.88
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/10/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$20.28
7/11/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.34
7/11/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.76
7/11/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.14
7/11/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.40
7/11/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$20.80
7/12/2024	GoDaddy - Domain Name Renewal	$55.16
7/12/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$19.60
7/12/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.23
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$19.11
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$20.09
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$26.46
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$3.64
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$9.36
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$6.37
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$20.58
7/14/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.00
7/15/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.90
7/15/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$15.19
7/15/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.92
7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.13
7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$24.99
7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$15.05
7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$9.99
7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.32

7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$9.88
7/16/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.84
7/17/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$19.60
7/17/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$7.84
7/17/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.74
7/17/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.13
7/17/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$20.28
7/17/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/18/2024	GoDaddy - Websites and Marketing Basic Renewal	$173.88
7/18/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.25
7/18/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.74
7/18/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$7.28
7/18/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.96
7/18/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/18/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/19/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.27
7/19/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.76
7/19/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$2.60
7/21/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.25
7/21/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.78
7/21/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.21
7/21/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.66
7/21/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.21
7/22/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$21.56
7/22/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.78
7/22/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.16
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$7.84
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.33
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$15.99
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$15.60
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.52
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/23/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$30.68
7/24/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$23.40
7/24/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$18.72
7/24/2024	POALAC - Refund Registration Fee Campus Encampments Training	-$50.00
7/25/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$4.41
7/25/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.80
7/25/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$4.16
7/25/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$23.40
7/25/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$27.56
7/26/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.70
7/26/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$6.86
7/28/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$22.54
7/28/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.70
7/28/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$16.40
7/28/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.50
7/28/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$21.07
7/28/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$14.04
7/29/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.72
7/29/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.74
7/29/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.10
7/29/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.44
7/29/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.32
7/29/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.40
7/29/2024	X Corp - Dues and Membership for X Premium	$8.00
7/30/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$13.33
7/30/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$11.07
7/30/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$9.36
7/30/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$7.80

7/30/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$19.24
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$2.70
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.29
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$7.35
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$12.42
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$5.40
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$3.64
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$8.84
7/31/2024	Tesla Inc Supercharge - PD Electric Vehicle Charging	$10.92
7/7/2024	Constantcontact.com - Subscription	$232.00
7/4/2024	Mamma's Brick Oven - City Council Meeting	$67.75
7/4/2024	The Habit - City Council Meeting Dinner	$25.97
7/4/2024	City Clerks Association Membership Renewal - Mark P.	$250.00
7/11/2024	ACE - Copies of HR Office Keys	$14.29
7/12/2024	Councilmember Registration for Cal Cities Event	$75.00
7/14/2024	The Habit - City Council Meeting	$87.20
7/14/2024	Mrs. Keys - Copies of CM Office Keys	$20.00
7/17/2024	Mammas Brick Oven - City Council Meeting	$14.22
7/17/2024	Mammas Brick Oven - City Council Meeting	$151.08
7/18/2024	Pavilions - HR Interviews	$144.12
7/18/2024	Fiore Market Café - City Council Meeting	$257.41
7/19/2024	The Habit - City Council Meeting	$51.95
7/26/2024	The Taco Guy - Summer Employee Appreciation Luncheon	$100.00
7/26/2024	City Clerks Association Membership Renewal - Amber T.	$250.00
7/28/2024	Pizzanista - City Council Meeting	$11.50
7/28/2024	Pizzanista - City Council Meeting	$7.12
7/31/2024	Costco - City Council Meeting Supplies	$100.25
7/31/2024	The Habit - Meet and Greet with Interim CM	$58.44
7/31/2024	4IMPRINT - Commissioner Congress Supplies	$581.15
7/3/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$35.11
7/3/2024	So Cal Base Pasadena - CNG Fuel Unit #25	$63.25
7/4/2024	Gosma.net - MSA Training for Creating a Safe worksite with Regulatory Signs	$103.00
7/5/2024	So Cal Base Pasadena - CNG Fuel Unit #25	$44.42
7/5/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$27.28
7/5/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$43.21
7/5/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$0.49
7/11/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$58.83
7/12/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$55.84
7/12/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$38.40
7/12/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$29.23
7/17/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$66.41
7/18/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$45.72
7/19/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$49.77
7/19/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$24.77
7/21/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$37.71
7/21/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$50.89
7/21/2024	So Cal Base Pasadena - Street Trees, Unit #636	$61.48
7/24/2024	So Cal Base Pasadena - Street Trees, Unit #636	$45.35
7/24/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$51.35
7/28/2024	So Cal Base Pasadena - CNG Fuel Unit #24	$47.03
7/28/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$12.47
7/28/2024	So Cal Base Pasadena - CNG Fuel Unit #13	$9.55
7/28/2024	So Cal Base Pasadena - Street Trees, Unit #636	$64.98
7/30/2024	Southern CA Flagpole Co. - Replacing Worn Flags at City Hall for Electrification Press Conference on 7/29	$123.87
7/31/2024	Pavilions - Water Bottles and Ice for Electrification Press Conference on 7/29	$97.76
7/9/2024	CANVA - Annual subscription - Used for Creating Outreach Materials for All Environmental Programs	$129.99
7/25/2024	ews - Update the Standard Specifications from 2021 to Latest 2024 Year, Purchase of latest WATCH Manual Traffic Cont	$316.31
7/28/2024	Krispy Kreme - Donuts for the Monday 7/29 crew working the EV Reveal Event	$62.97
7/28/2024	Los Angeles Audio Rentals - Rental of Mult Box and Cables for 7/29 Electrification Press Conference	$115.00
7/30/2024	Coffee Bean and Tea - Coffee for the 7/29 EV Reveal Event	$43.96
7/17/2024	American Library Assoc - Library Trustee Virtual Conference Registration	$53.50

7/18/2024	IQAir North America - Air purifier replacement filters	$1,293.24
7/21/2024	Barnes & Noble - DVDs and CDs for library collection	$484.93
7/26/2024	RETURN CREDIT (Partial credit of original charge - restocking fee/shipping deducted	-$158.51
7/3/2024	Case Parts Company - Supplies for Building Maintenance	$159.17
7/12/2024	Costco - Supplies for Building Maintenance	$125.94
7/23/2024	Smart and Final - Supplies for Building Maintenance	$48.47
7/24/2024	Vital Detail Supplies - Supplies Vehicle Maintenance	$348.33
7/2/2024	South Pasadena Groc - Camp Med Snacks	$353.71
7/2/2024	Brian Hoffman Magic - Camp Med in House Field Trip	$575.00
7/3/2024	CNG Fuel - Van 79	$50.92
7/3/2024	CNG Fuel - Van 79	$131.47
7/4/2024	Westlake Ace - Supplies for 4th of July	$10.24
7/10/2024	Smart and Final - Camp Med Snacks	$229.21
7/10/2024	CNG Fuel - Van 79	$41.29
7/12/2024	Amazon Market - Movies in the Park Supplies	$65.94
7/14/2024	CNG Fuel - Van 79	$47.90
7/17/2024	Smart and Final - Camp Med Snacks	$138.93
7/18/2024	Westlake Ace - Supplies for 4th of July	$30.85
7/19/2024	Pavilions - Camp Med Snacks	$5.99
7/21/2024	Costco - Camp Med Snacks	$94.61
7/21/2024	South Pasadena Groc - Camp Med Snacks	$369.64
7/21/2024	CNG Fuel - Van 79	$54.30
7/25/2024	Gracie University - Training for Sgt. Dubois	$1,500.00
7/26/2024	Office Depot - Furniture for Finance Director	$1,067.90
7/28/2024	Mike and Annes - Lunch Meeting with Finance Commission Chair	$109.51
7/31/2024	Finance Charges	$311.23
7/7/2024	Delta Air - Flight Ticket for Accelerant Arson K-9 Recertification Training	$354.48
7/7/2024	JetBlue - Flight Ticket Accelerant Arson K-9 Recertification Training	$286.10
7/7/2024	Expedia - Flight Ticket Accelerant Arson K-9 Recertification Training	$294.00
7/10/2024	Los Angeles Area Fire Chiefs Asso- Membership Due for Los Angeles Area Fire Chiefs	$1,300.00
7/14/2024	Hampton Inns - Hotel Rooms for Accelerant Arson K-9 Recertification Training	$959.20
7/24/2025	Target - Supplies for Fire Chief Panel Interview	$17.78
7/24/2024	LA Monarca Bakery - Supplies for Fire Chief Panel Interview	$57.50
7/25/2024	Pavilions - Supplies for Fire Chief Panel Interview	$204.79
7/24/2024	Jersey Mikes - Lunch for Fire Chief Panel Interview	$282.64
7/28/2024	Starbucks - Drinks for Fire Chief Panel Interview	$39.05
7/3/2024	Sam's Club - Senior 4th of July Lunch	$112.84
7/4/2024	Netflix - Senior Center	$15.49
7/4/2024	Costco - Decorations for Halloween	$181.91
7/4/2024	Costco - Decorations for Halloween	$181.91
7/4/2024	Party City - Senior 4th of July Lunch	$74.97
7/4/2024	Natural History Museum - Senior Trip	$245.65
7/5/2024	Trader Joe's - Senior Lunch Centerpieces	$26.42
7/11/2024	Empire Locksmith - DAR New Van Keys	$865.00
7/11/2024	ICCOUNCIL.ORG - Supervisor 60/60 Drug and Alcohol Training Course	$69.00
7/14/2024	Westlake Ace - Dar Supplies	$9.91
7/24/2024	LA County Museum of Arts - Tickets for Senior Excursion	$171.00
7/24/2024	LA County Museum of Arts - Tickets for Senior Excursion	$171.00
7/25/2024	Smart and Final - Senior Lunch Program Supplies	$118.91
7/26/2024	Liv N Dee Creations - Barbie Photo Opportunity Area for Movies in the Park	$468.56
7/30/2024	Walmart - DAR Handicap Stickers	$22.01
7/31/2024	Gus's BBQ - CS Director Interview Panel	$84.63
Total:		***$22,088.76***

Payroll

Payroll Summary Report

Payroll Date:	**8/30/2024**	**Regular**		
Checks			$	631.45
Direct Deposits			$	568,232.14
IRS Payments			$	119,404.39
EDD - State of CA			$	37,824.65
PERS Pension			$	133,771.66
Deferred Comp			$	34,428.91
PERS Health			$	-
		Subtotal:	**$**	**894,293.20**

Payroll Date:	**8/31/2024**	**Off-Cycle**		
Checks			$	-
Direct Deposits			$	1,339.94
IRS Payments			$	365.56
EDD - State of CA			$	36.85
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**1,742.35**

Payroll Date:	**9/1/2024**	**Off-Cycle**		
Checks			$	-
Direct Deposits			$	30.05
IRS Payments			$	1.24
EDD - State of CA			$	-
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**31.29**
		Grand Total:	**$**	**896,066.84**

City Council Agenda Report

ITEM NO. 8

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Luis Frausto, Acting Deputy City Manager
Mark Perez, Deputy City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE SPECIAL CITY COUNCIL MEETING (STUDY SESSION) MINUTES FOR JULY 17, 2024, REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 17, 2024, THE SPECIAL JOINT CITY COUNCIL MEETING MINUTES FOR JULY 31, 2024, AND THE REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 4, 2024**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting (Study Session) for July 17, 2024, Regular City Council Meeting for July 14, 2024, Special Joint City Council Meeting Minutes for July 31, 2024, and the Regular City Council Meeting for September 4, 2024.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes and hereby included as attachments to this staff report.

Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council.

Fiscal Impact

There is no fiscal impact anticipated as Division staff is facilitating the work related to this project.

Key Performance Indicators and Strategic Plan

This item aligns with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Attachment:
Attachment No. 1 - July 17, 2024 - Special City Council Meeting Minutes (Study Session).docx
Attachment No. 2 - July 17, 2024 - Regular City Council Meeting Minutes.docx
Attachment No. 3 - July 31, 2024 - Special Joint City Council Meeting Minutes.docx
Attachment No. 4 - September 4, 2024 - Regular City Council Meeting Minutes.docx

CITY OF SOUTH PASADENA
CITY COUNCIL - SPECIAL MEETING
STUDY SESSION

M I N U T E S
WEDNESDAY, JULY 17, 2024, AT 6:00 P.M.

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Wednesday, July 17, 2024, at 6:18 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun
ABSENT	None.	

Amber Tardif, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Brian Solinsky, Acting City Manager; Roxanne Diaz, City Attorney; Amber Tardif, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

ACTION/DISCUSSION

1. STUDY SESSION ON THE PROPOSED BALLOT MEASURE RELATED TO THE 45-FOOT BUILDING HEIGHT LIMIT TO BE PLACED ON THE NOVEMBER 5, 2024 MUNICIPAL ELECTION AND A PRESENTATION BY FM3 RELATED TO THE COMMUNITY SURVEY AND DISCUSSION AND DIRECTION REGARDING THE BALLOT QUESTION TEXT AND EDUCATIONAL MATERIALS

Recommendation

This is a study session for the City Council and the community to receive information regarding the November 2024 ballot measure related to the 45-foot building height limit and to ask questions from Staff. In addition, the City's consultant will present a summary of the community survey results; from that presentation we anticipate discussion and direction regarding the text of the ballot question.

Angelica Frausto-Lupo, Community Development Director; Alison Becker, Deputy Community Development Director; and Richard Bernand, Consultant (Tripepi Smith) gave a presentation and responded to questions from the City Council.

In Person Public Comment

The following people spoke on Item No. 1: Joanne Nuckols, Yvonne LaRose, David R., Anne Bagasao, Dwight Bond, Gary Coyne, Harry Knapp, Clarice Knapp, Alex Maltun, and Sheila Rossi.

Zoom Public Comment

The following people spoke on Item No. 1: Gail Maltun, and Steven Lawrence.

After extensive discussion, the City Council directed staff to agendize the ballot measure discussion on the July 31, 2024 Special City Council meeting.

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting of the City Council at 8:00 P.M., to the next Regular City Council meeting scheduled on Wednesday, August 21, 2024.

Respectfully submitted:

_____

Mark Perez
Deputy City Clerk

DRAFT

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, JULY 17, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Wednesday, July 17, 2024, at 8:15 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun
ABSENT	None.	

Amber Tardif, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Brian Solinsky, Acting City Manager; Roxanne Diaz, City Attorney; Amber Tardif, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Primuth.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. <u>CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION</u>
Government Code Section 54956.9 (d)(2)
Number of Potential Cases: 1

B. <u>REAL PROPERTY NEGOTIATIONS</u>
Government Code Section 54956.8

1. Property Addresses:
    a. 216 Fairview Avenue, APN 5317-012-906
    b. 217 Fremont Avenue, APN 5317-012-901
    c. 225 Fremont Avenue, APN 5317-012-902
    d. 1131 Columbia Street, APN 5317-012-900
    e. 1707 Meridian Avenue, APN 5310-031-903
    f. 1008 Hope Street & 1002 Hope Street/726 Meridian Avenue, APN 5315-013-906
    g. 215 Fairview Avenue, APN 5317-007-903
    h. 302 Fairview Avenue, APN 5317-012-903
    i. 529 Prospect Avenue, APN 5317-036-904
    j. 530 Orange Grove Avenue, APN 5317-036-900
    k. 534 Orange Grove Avenue, APN 5317-036-903
    l. 535 Meridian Avenue, APN 5317-036-903
    m. 540 Prospect Avenue, APN 5317-035-901
    n. 901 Bonita Drive, APN 5310-020-903
    o. 885 Oneonta Drive, APN 5310-022-902; 5310-022-901; 5310-022-903
    p. 1037 & 1039 Grevelia Street, APN 5315-012-903
    q. 808 Valley View Road, APN 5310-020-901
    r. 822 Valley View Road, APN 5310-020-902
    s. 1028 Magnolia Street
    t. 1110 Glendon Way

Agency Negotiator: Brian Solinsky, Co-Acting City Manager
Negotiating Party: State of California, Department of Transportation
Under Negotiation: Price and Terms of Payment

C. <u>CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION</u>
Government Code Section 54956.9(d)(1)

1. Forbes v. City of South Pasadena, Los Angeles Superior Court (Case No. 22STCV30042)

DRAFT

D. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6

City Negotiator: Brian Solinsky, Co-Acting City Manager, Tina Lopez, Human Resources and Risk Manager
Employee Organization: South Pasadena Police Officers' Association

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: Interim City Manager
Title: City Manager

City Attorney Roxanne Diaz stated that no reportable action was taken during closed session. The City Council will resume the closed session meeting following the Regular City Council meeting.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON AGENDA ITEMS)

In Person Public Comment
David R. spoke regarding ambulance siren regulation and traffic light synchronization.

Zoom Public Comment
Alan Ehrlich spoke regarding the term limits ballot measure agenda item.

CHANGES TO AGENDA

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

The Consent Calendar vote was taken prior to the Presentations. Items No. 8, 9, 11, 12, 14 and 15 were approved. Items No. 7, 10 and 13 were pulled and heard after the Presentations.

PRESENTATIONS

4. STAFF INTRODUCTIONS

Community Development
Community Improvement Coordinator Richard Nilo

Human Resources
Management Analyst Melisa Flores

Public Works
Maintenance Worker I David Montalvo

Deputy Community Development Director Alison Becker, Human Resources and Risk Manager Tina Lopez, and Deputy Public Works Director Anteneh Tesfaye introduced the new employees.

5. PROCLAMATION FOR PARKS MAKE LIFE BETTER

Community Services Supervisor Nathalie Wilcox and Mayor Evelyn G. Zneimer presented and accepted the Proclamation for "Parks Make Life Better."

6. PRESENTATION BY SOUTHERN CALIFORNIA EDISON ON FIXED CHARGE

Southern California Edison Senior Policy Advisor James Peterson gave a presentation on Fixed Charge.

CONSENT CALENDAR

Mayor Zneimer requested to pull Item No. 10 for separate discussion. Item Nos. 7 and 13 were pulled for separate discussion via public comment. A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item Nos. 8, 9, 11, 12, 14, and 15 of the consent calendar as presented. The motion carried 5-0, by the following vote:

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

7. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $420,197.55; GENERAL CITY WARRANTS IN THE AMOUNT OF $2,962,149.77; TRANSFERS IN THE AMOUNT OF $597,998.48; ONLINE PAYMENTS IN THE AMOUNT OF $55,991.36; VOIDS IN THE AMOUNT OF ($34,523.30); PAYROLL IN THE AMOUNT OF $969,931.36

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

Zoom Public Comment
Alan Ehrlich spoke regarding the item.

COUNCIL MOTION AND ACTION

Item No. 7 was pulled for separate discussion via public comment. A motion was made by Councilmember Cacciotti and seconded by Mayor Zneimer to approve Item No. 7, as presented. The motion carried 5-0, by the following vote:

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

8. CONSIDERATION OF APPROVAL OF SPECIAL CITY COUNCIL MEETING FOR MAY 29, 2024, AND A SPECIAL CITY COUNCIL HOUSING AUTHORITY MEETING MINUTES FOR MAY 29, 2024

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting for May 29, 2024, and a Special City Council Housing Authority Meeting for May 29, 2024.

A motion was made to approve the recommendation on the Consent Calendar.

9. CONSIDERATION OF ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO UPDATE SIGN REGULATIONS RELATED TO SIGNS ON PUBLIC PROPERTY AND APPROVING A CEQA EXEMPTION DETERMINATION

Recommendation
It is recommended that the City Council adopt the ordinance amending Chapter 36 of the City Code updating the sign regulations related to signs on public property.

A motion was made to approve the recommendation on the Consent Calendar.

Ordinance No. 2389 was adopted.

10. CONSIDERATION OF APPROVAL OF A PROPOSED THREE-YEAR SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES IN THE AMOUNT NOT-TO-EXCEED $349,587 FOR FISCAL YEAR 2024-2025, $367,046 FOR FISCAL YEAR 2025-2026, AND $385,212 FOR FISCAL YEAR 2026-2027 FOR A COMBINED THREE-YEAR TOTAL CONTRACT AMOUNT OF $1,101,845

DRAFT

Recommendation

It is recommended that the City Council:

1. Approve the proposed three-year Contract Services Agreement with All City Management Services, Inc. for crossing guard services in an amount not-to-exceed $349,587 for Fiscal Year (FY) 2024-2025 with a 5% contract escalator for subsequent contract term (Fiscal Years: 2025-2026, 2026-2027); and
2. Approve the transfer of $19,579 from General Fund reserves to Account No. 101-4010-4011-8180 (Contract Services) to fund crossing guard services for FY 2024-2025 for a total of $349,587; and
3. Approve the transfer of $17,459 from General Fund reserves to Account No. 101-4010-4011-8180 (Contract Services) to fund crossing guard services for FY 2025-2026 for a total of $367,046; and
4. Approve the transfer of $18,166 from General Fund reserves to Account No. 101-4010-4011-8180 (Contract Services) to fund crossing guard services for FY 2026-2027 for a total of $385,212.

Merrill Ladenheim, Deputy Police Chief gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

Mayor Zneimer requested to pull Item No. 10 for separate discussion. A motion was made by Councilmember Primuth and seconded by Councilmember Donovan to approve Item No. 10, as presented. The motion carried 5-0, by the following vote:

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

11. CONSIDERATION OF APPROVAL OF THE FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES, INC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $65,000, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $499,000 AND TO AMEND THE TERMINATION DATE

Recommendation

It is recommended that the City Council consider approval of the Fourth Amendment to the Professional Services Agreement with MV Cheng and Associates, Inc., in the amount of $65,000, for continued temporary staffing services, and for a new total not-to-exceed amount of $499,000 and to amend the termination date to December 31, 2024.

A motion was made to approve the recommendation on the Consent Calendar.

12. CONSIDERATION OF A RESOLUTION TO DECLARE CERTAIN CITY-OWNED LAND LOCATED AT 435 FAIR OAKS (WAR MEMORIAL PARK) TO BE EXEMPT SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT AND FIND THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Recommendation
It is recommended that the City Council consider the adoption of a Resolution declaring that the real property owned by the City located at 435 Fair Oaks is exempt surplus land pursuant to Government Code Sections 54221(b) and 54221(f)()(J) and finding that such declaration is exempt from environmental review under the California Environmental Quality Act.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7863 was adopted.

13. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AKD CONSULTING TO PROVIDE A WESTSIDE RESERVOIR PRELIMINARY DESIGN REPORT

Recommendation
It is recommended that the City Council Approve a Professional Services Agreement with AKD Consulting for the development of a Westside Reservoir Preliminary Design Report in the amount of $515,108, including a 15% contingency of $67,188.

In-Person Public Comment
Kim Hughes spoke regarding the item.

Ted Gerber, Public Works Director responded to questions from the City Council.

COUNCIL MOTION AND ACTION

Item No. 13 was pulled for separate discussion via public comment. A motion was made by Councilmember Primuth and seconded by Councilmember Cacciotti to approve Item No. 13, as presented. The motion carried 5-0, by the following vote:

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

14. CONSIDERATION OF PAYMENT TO GRBCON, INC. IN THE AMOUNT OF $43,906.68 FOR EMERGENCY CONSTRUCTION SEWER REPAIR SERVICES AND AUTHORIZE THE CITY MANAGER TO APPROVE ADDITIONAL PAYMENTS UP TO $40,000 FOR REMAINING CONSTRUCTION REPAIR SERVICES

Recommendation

It is recommended that the City Council:

1. Approve a payment of $43,906.68 to GRBCon, Inc. for emergency construction repair services; and
2. Authorize the City Manager to approve additional payments to GRBCon, Inc. for remaining construction repair services up to an additional $40,000.

A motion was made to approve the recommendation on the Consent Calendar.

15. CONSIDERATION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP (LSL) TO PROVIDE CERTAIN CITY ACCOUNTING OPERATIONAL SERVICES FOR A TOTAL COST NOT TO EXCEED $180,000

Recommendation

It is recommended that the City Council consider approving the professional services agreement with Lance, Soll, & Lunghard, LLP (LSL) for the provision of certain accounting services for a one year term beginning August 1, 2024, and ending August 1, 2025 for a total cost not to exceed $180,000.

A motion was made to approve recommendation on the Consent Calendar.

PUBLIC HEARING

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

Recommendation

It is recommended that the City Council, after holding a Public Hearing to allow property owners with pending weed abatement charges the opportunity to object or receive an explanation of pending charges, confirm the charges set forth in the 2024 Los Angeles County Report on the Cost of Weed Abatement

Daniel Dunn, Captain introduced Ellen Walton, Deputy from the Los Angeles County Agricultural Commissioner/Weights & Measures Weed Abatement Division. Deputy Walton gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 9:19 P.M.

The Mayor closed the Public Hearing at 9:20 P.M.

COUNCIL MOTION AND ACTION

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

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

17. CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING A REQUEST FOR A LANDMARK HISTORIC DESIGNATION FOR A SINGLE-FAMILY RESIDENCE LOCATED AT 1209 INDIANA AVENUE (ASSESSOR'S PARCEL NUMBER: 5314-010-061) AND APPROVING A CEQA EXEMPTION DETERMINATION (PROJECT NO. LMR23-0001)

Recommendation
It is recommended that the City Council adopt a Resolution designating the property located at 1209 Indiana Avenue as a historic landmark (Landmark No. 60).

Dean Flores, Senior Planner gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 9:27 P.M.

The Mayor closed the Public Hearing at 9:27 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Mayor Pro Tem Donovan to approve Item No. 17 as presented. The motion carried 5-0, by the following vote:

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

Resolution No. 7866 was adopted.

18. CONSIDERATION OF ADOPTING A RESOLUTION APPROVING THE FISCAL YEAR 2024-2025 MASTER FEE SCHEDULE

Recommendation
It is recommended that the City Council adopt the Resolution approving the Fiscal Year 2024-2025 Master Fee Schedule.

John Downs, Finance Director and Ted Gerber, Public Works Director gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 9:45 P.M.

The Mayor closed the Public Hearing at 9:45 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to reduce the Block party Initial Fee to $200 from the current $314 and take no other action on any of the other fees and that the existing fee schedule would continue to exist. The motion carried 4-0-0-1, by the following vote:

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

19. CONSIDERATION OF ADOPTION OF A RESOLUTION CONFIRMING AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT (LLMD) FOR FISCAL YEAR 2024-2025

Recommendation
It is recommended that the City Council, after receiving Public Hearing testimony, adopt the attached resolution confirming the annual levy and collection of assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year (FY) 2024-2025.

Ted Gerber, Public Works Director gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 9:53 P.M.

The Mayor closed the Public Hearing at 9:53 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Braun to approve Item No. 19 as presented. The motion carried 5-0, by the following vote:

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

Resolution No. 7864 was adopted.

ACTION/DISCUSSION

20. CONSIDERATION OF A RESOLUTION OF INTENTION TO AMEND SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 2 (ADMINISTRATION) AND CHAPTER 36 (ZONING), PURSUANT TO THE PROCEDURES SET FORTH IN SPMC 36.620 (AMENDMENTS) TO REVISE SECTIONS OF THE ZONING CODE FOR CONSISTENCY WITH STATE HOUSING LAW AND TO IMPLEMENT POLICIES OF THE CITY'S GENERAL PLAN AND HOUSING ELEMENT GOALS AND PROGRAMS

Recommendation

It is recommended that the City Council initiate a Zoning Text Amendment pursuant to SPMC 36.620.030 (Initiation of Amendments) and direct staff to prepare an ordinance that includes, but is not limited to, the following amendments to the Zoning Code:

1. Chapter 2 (Administration) and Section 36.620.030 (Initiation of Amendments): potentially revise the Municipal Code to allow the Community Development Director to intiate Zoning Text and Zoning Map amendments;
2. Section 2.65 (Certificate of Appropriateness—Alteration and Demolition), Section 36.350.200 (Residential Uses--Accessory Dwelling Units), and Section 36.410.040 (Design Review): potentially revise the Municipal Code to simplify the ADU approval process by allowing Chair Review or Staff Review for simple projects instead of CHC/DRB approval;
3. Section 36.300.030.D (Table 3-1 Note), Section 36.300.070 (Screening), and Section 36.300.080 (Mechanical Equipment): revise code language to make the Municipal Code internally consistent;
4. Section 36.310.040 (Number of Parking Spaces Required) (Table 3-6): update code language to remove the Second Unit reference and potentially replace the term with Accessory Dwelling Unit;
5. Section 36.320.030 (Sign Permit Requirements): streamline and simplify the sign approval process;

6. Section 36.350.200 (Residential Uses—Accessory Dwelling Units (ADUs)): revise language to in the Municipal Code to be consistent with updated State ADU regulations;
7. Section 36.410.040 (Design Review): potentially revise code language to simplify the development review process;
8. Section 36.420.040 (Time Limits and Extensions): potentially extend the expiration date of all Entitlements to 24 months; and
9. Various sections in Article 5, including Sections 36.500.050 (Advisory Agency), 36.500.060 (Authority for Subdivision Decisions), Section 36.500.070 (Type of Subdivision Approval Required): to streamline development projects and to revise the SPMC to be consistent with State Law.
10. Section 36.630 (Public Hearings): Consider requiring a project site to be posted with a Public Hearing Notice sign.
11. Section 36.700.020 (Definitions): update the list of definitions to include routine changes.

Ben Jarvis, Interim Senior Planner gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item No. 20, as presented. The motion carried 5-0, by the following vote:

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

Resolution No. 7865 was adopted.

21. CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $285,205 FOR THE PARK COMPREHENSIVE PLAN AND AWARD A CONTRACT TO RHA LANDSCAPE ARCHITECTSPLANNERS, INC. FOR THE DEVELOPMENT OF THE PARKS COMPREHENSIVE PLAN

Recommendation

It is recommended that the City Council consider:

1. Appropriating $285,205 for the Parks Comprehensive Plan from the Park Impact Fees (PIF) Fund Balance to the Capital Improvement Project Account No 400-9000-9005- 9367; and
2. Award a Contract to RHA Landscape Architects-Planners, Inc. for the development of the Parks Comprehensive Plan in the amount of $285,205.

Lucy Hakobian, Deputy Community Services Director and Ted Gerber, Public Works Director gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Pro Tem Donovan and seconded by Councilmember Braun to approve Item No. 21, with the following amendment:

- **Allow the City Attorney to amend Exhibit A to include the Work Plan as proposed by the Consultant.**

The motion carried 5-0, by the following vote:

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

22. CONSIDERATION TO RECEIVE, DISCUSS, AND PROVIDE DIRECTION TO STAFF REGARDING THE COMMUNITY DEVELOPMENT DEPARTMENT ORGANIZATIONAL ASSESSMENT

Recommendation
It is recommended that the City Council receive and discuss the Community Development department assessment and recommendations completed by Interim Executive, Inc. and provide direction to staff on continuing to contract the building and safety services.

Angelica Frausto-Lupo, Community Development Director introduced Phillip Lanzafame from Interim Executive, Inc. Mr. Lanzafame gave a presentation and responded to questions from the City Council.

Hearing no objection, the item was received and filed.

PUBLIC COMMENT - CONTINUED

23. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

24. COUNCILMEMBER COMMUNICATIONS

Councilmember Michael Cacciotti spoke regarding the all-electric fire truck from Wisconsin, his tour of the Gold Line extension, and the electrification press conference event happening on July 29, 2024.

Mayor Zneimer shared that the City was awarded $500,000 in funding from the San Gabriel Basin Water Quality Authority Federal Funding Program.

25. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting of the City Council at 11:46 P.M., to the next Regular City Council meeting scheduled on Wednesday, August 21, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

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

M I N U T E S
WEDNESDAY, JULY 31, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and the Finance Commission was called to order by Mayor Zneimer on Wednesday, July 31, 2024, at 8:30 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti (arrived at 8:31 P.M.)
	Councilmember	Janet Braun
	Chair	Peter Giulioni Jr
	Vice Chair	Sheila Rossi
	Commissioner	Cynthia Quade
	Commissioner	Y-Le Ho

ABSENT None.

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Donald Penman, Interim City Manager; Roxanne Diaz, City Attorney; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

ACTION/DISCUSSION

1. CONSIDERATION TO REVIEW, DISCUSS, AND PROVIDE DIRECTION REGARDING THE PROPOSED FISCAL YEAR 2024-2025 ANNUAL BUDGET AND THE CAPITAL IMPROVEMENT PROGRAM BUDGET

Recommendation
It is recommended that the City Council review, discuss, and provide specific direction to staff regarding the Proposed Fiscal Year 2024-2025 Annual Budget and the Capital Improvement Program Budget.

Finance Director John Downs gave a presentation and responded to questions from the City Council.

In-Person Public Comment
Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

The Finance Commission and the City Council would like the Interim City Manager to review the budget and meet with the Finance Commissioners regarding the budgeted positions, financial planning challenges, the accuracy of the budget process, and to help create a plan on what needs to be addressed to be able to adopt a budget by August 21, 2024.

ADJOURNMENT
There being no further matters, Mayor Zneimer adjourned the meeting of the City Council and Finance Commission at 10:25 P.M., to the next Regular City Council meeting scheduled on Wednesday, August 21, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

DRAFT

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, SEPTEMBER 4, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Wednesday, September 4, 2024, at 7:23 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun
ABSENT	None.	

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Donald Penman, Interim City Manager; Roxanne Diaz, City Attorney; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Zneimer.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. REAL PROPERTY NEGOTIATIONS
Government Code Section 54956.8

1. Property Address: 913 Meridian Avenue
   Agency Negotiator: Donald Penman, Interim City Manager
   Negotiating Party: South Pasadena Preservation Foundation, Inc.
   Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION
Government Code Section 54956.9 (d)(2)
Number of Potential Cases: 1

C. PUBLIC EMPLOYMENT
Government Code Section 54957

Title: City Manager

City Attorney Roxanne Diaz stated that no reportable action was taken during closed session. The City Council will resume the closed session meeting following the Regular City Council meeting.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON AGENDA ITEMS)

In Person Public Comment
Steven Novotny spoke regarding damage to his property.

Zoom Public Comment
Yvonne LaRose spoke regarding the museum on 913 Meridian Avenue.

PRESENTATIONS

3. STAFF INTRODUCTIONS

Police
Javier Hernandez, Police Officer
David Maldonado, Police Officer
Francisco Torres, Police Officer

Fire
Greg Lloyd, Fire Chief

Police Chief Brian Solinsky and Interim City Manager Donald Penman introduced the new employees.

4. A PRESENTATION FROM LAC + USC MEDICAL CENTER FOUNDATION

Dr. Julia Ruedas from LAC + USC Medical Center Foundation gave a presentation and responded to questions from the City Council.

CHANGES TO AGENDA

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

None.

CONSENT CALENDAR

Mayor Zneimer requested to pull Item No. 14 for separate discussion. A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item Nos. 6-13 of the consent calendar as presented. The motion carried 5-0, by the following vote:

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

6. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $79,628.75; GENERAL CITY WARRANTS IN THE AMOUNT OF $1,035,581.00; TRANSFERS IN THE AMOUNT OF $3,645,000.00; PAYROLL IN THE AMOUNT OF $877,497.53

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

A motion was made to approve the recommendation on the Consent Calendar.

7. CONSIDERATION OF APPROVAL OF THE ADJOURNED REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 26, 2024, SPECIAL CITY COUNCIL MEETING MINUTES FOR JULY 31, 2024 AND THE REGULAR CITY COUNCIL MEETING MINUTES FOR AUGUST 21, 2024

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Adjourned Regular City Council Meeting for July 26, 2024, Special City Council Meeting for July 31, 2024, and the Regular City Council Meeting for August 21, 2024.

A motion was made to approve the recommendation on the Consent Calendar.

8. ACCEPT PROJECT COMPLETION, AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE STREET IMPROVEMENTS PROJECT NO. 2019-05 (001905), AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT TO HARDY & HARPER, INC. IN THE AMOUNT OF $61,272.80

Recommendation

It is recommended that the City Council consider:

1. Accepting the Street Improvements Project No. 2019-05 (001905) (Project) as complete; and
2. Authorizing the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorizing release of retention payment to Hardy & Harper, Inc. (Contractor) in the amount of $61,272.80.

A motion was made to approve the recommendation on the Consent Calendar.

9. CONSIDERATION OF APPOINTMENT OF LARRY ABELSON TO THE MOBILITY, TRANSPORTATION, AND INFRASTRUCTURE COMMISSION

Recommendation

It is recommended by Mayor Zneimer that the City Council appoint Larry Abelson to the Mobility, Transportation, and Infrastructure Commission to a partial term ending December 31, 2024.

A motion was made to approve the recommendation on the Consent Calendar.

10. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING A SIDE LETTER OF AGREEMENT AMENDING SECTION 14 (E) OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION

Recommendation

It is recommended that the City Council consider:

1. Adopting the Resolution approving the side Letter of Agreement (LOA) between the City of South Pasadena and the South Pasadena Police Officers' Association

and;

2. Authorizing the City Manager or designee to execute the Letter of Agreement.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7874 was adopted.

11. CONSIDERATION OF APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM MAYOR ZNEIMER IN THE AMOUNT OF $2,000, MAYOR PRO TEM DONOVAN IN THE AMOUNT OF $1,000, COUNCILMEMBER CACCIOTTI IN THE AMOUNT OF $1,000, COUNCILMEMBER PRIMUTH IN THE AMOUNT OF $2,000 FOR THE MULTICULTURAL EVENT AND MAKING THE FINDINGS FOR SUCH EXPENDITURES

Recommendation

It is recommended that the City Council: (1) find that the requested allocation of discretionary funds to support the Multicultural Event serves a public purpose benefitting the City; the expenditure is free from any conflict of interest that arise from the use of the funds; and that the expenditure is not a gift to any individual, corporation or municipality and is only used to benefit the general public of the City; and (2) based on such findings approves the requested expenditure of discretionary funds as follows: $2,000 (Mayor Zneimer), $1,000 (Mayor Pro Tem Donovan); $1,000 (Councilmember Cacciotti) and $2,000 (Councilmember Primuth) to support the Multicultural Event.

A motion was made to approve the recommendation on the Consent Calendar.

12. CONSIDERATION OF ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE II AND ARTICLE III OF CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE RELATED TO THE OFFICE OF THE CITY CLERK AND AUTHORIZING THE CITY MANAGER TO APPOINT THE CITY CLERK

Recommendation

Staff recommends that the City Council adopt the Ordinance Amending the Municipal Code Related to the Office of the City Clerk and Authorizing the City Manager to Appoint the City Clerk.

A motion was made to approve the recommendation on the Consent Calendar.

Ordinance No. 2390 was adopted.

13. CONSIDERATION OF APPROVAL OF A TASK ORDER WITH KABBARA ENGINEERING FOR DESIGN OF MERIDIAN AVENUE AMERICAN DISABILITIES ACT (ADA) COMPLIANT CURB RAMPS

Recommendation

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with Kabbara Engineering to provide design and construction document services related to City ADA curb ramps along Meridian Avenue in the amount of $41,844, inclusive of a $38,040 fee and a 10% contingency of $3,804.

A motion was made to approve the recommendation on the Consent Calendar.

14. CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH YUNEX, LLC IN THE AMOUNT OF $195,000 PER FISCAL YEAR, TO PROVIDE TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE SERVICES FOR FISCAL YEAR 2024-25 THROUGH 2026-27 AS WELL AS APPROVAL OF AN AMENDMENT TO THE YUNEX FISCAL YEAR 2023-2024 AGREEMENT TO FACILITATE PAYMENTS FOR SERVICES RECENTLY PERFORMED

Recommendation

It is recommended that the City Council:

1. Consider entering into and approving a Maintenance Agreement with Yunex, LLC to provide traffic signal and streetlight maintenance services for Fiscal Year 2024-25 through 2026-27 for a not-to-exceed amount of $195,000 per Fiscal Year in the final form approved by the City Attorney; and
2. Approve the first amendment to the Fiscal Year 2023-24 agreement with Yunex, LLC to facilitate payments of $77,893.45 for traffic signal and streetlight maintenance services recently conducted that exceeded the Fiscal Year 2023-2024 contract value.

Ted Gerber, Public Works Director gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Zneimer and seconded by Councilmember Cacciotti to approve Item No. 14, as presented. The motion carried 5-0, by the following vote:

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

ACTION/DISCUSSION

15. CONSIDER THE APPROPRIATION AND TRANSFER OF FUNDS IN THE AMOUNT OF $562,964.72 FOR THE SOLE SOURCE PURCHASE OF MOTOROLA APX 8000, APX 6000 AND PX 8500 ALL BAND MOBILE RADIOS FROM MOTOROLA SOLUTIONS INC.

Recommendation

It is recommended that the City Council:

1. Appropriate $562,964.72 from Grant Revenue Account 272-0000-0000-5005-000 (Police Department's State Grant – COPS AB3229) for the sole source purchase with Motorola Solutions Inc. for Motorola APX 8000, APX 6000, and PX 8500 all band mobile radios.
2. Transfer $562,964.72 from Grant Revenue Account 272-0000-0000-5005-000 (Police Department's State Grant – COPS AB3229) to Expense Account 272-4010-4018-8520-000 (Equipment – AB 3229) for the sole source purchase with Motorola Solutions Inc. for Motorola APX 8000, APX 6000 and PX 8500 all band mobile radio.

Davit Ghazaryan, Management Analyst gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

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

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

16. CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $3,000 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY MULTICULTURAL EVENT OF SEPTEMBER 28, 2024

Recommendation

It is recommended that the City Council appropriate funds in the amount of $3,000 in the City Council Special Department Expense Account and allocate funds in the Miscellaneous Revenue Account for the City Multicultural Event on September 28, 2024.

DRAFT

Sheila Pautsch, Community Services Director gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

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

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

PUBLIC COMMENT - CONTINUED

17. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

18. COUNCILMEMBER COMMUNICATIONS

Councilmember Michael Cacciotti spoke regarding his attendance at the San Gabriel Valley Council of Governments Homeless Committee meeting. He highlighted that the Committee is reviewing the proposed Measure A.

19. CITY MANAGER COMMUNICATIONS

Interim City Manager Penman announced the new incoming Community Services Director, Lucy Hakobian.

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting of the City Council at 8:35 P.M., to the next Regular City Council meeting scheduled on Wednesday, September 18, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

DRAFT

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

City Council Agenda Report

ITEM NO. 9

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

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

SUBJECT: **CONSIDERATION OF APPROVAL OF TASK ORDERS WITH ANNEALTA GROUP AND PACIFICA SERVICES FOR CAPITAL IMPROVEMENT PROGRAM AND PROJECT MANAGEMENT STAFFING AND SERVICES**

Recommendation

It is recommended that the City Council:

1. Consider approval of a Task Order under an existing Master On-Call Professional Services Agreement with Annealta Group to provide program and project management services to support the City's Capital Improvement Program (CIP) in the amount of $370,000; and
2. Consider approval of a Task Order under an existing Master On-Call Professional Services Agreement with Pacifica Services to provide program and project management services to support the City's Capital Improvement Program (CIP) at the Library and Senior Center in the amount of $299,700.

Executive Summary

These task orders request approval of additional consultant staff resources to the Public Works Department to exclusively facilitate City CIP projects.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure, water and sewer pipelines, as well as facility repairs. City Council recently approved a comprehensive CIP that includes multiple high priority infrastructure projects. As discussed during the Fiscal Year 2024-2025 budget adoption process, and due to limited availability of City staff resources, program and project management professional services are needed to implement the CIP.

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. Annealta Group and Pacifica Services are two of the consultants approved by the City Council, having submitted proposals to provide program and project management services for the City's Capital Improvement Program, among other services. Annealta and Pacifica Services are well qualified to complete the scope of work required. The vendors'

scope of work, under these task orders, includes providing program and project management professional services utilizing three dedicated staff, a Principal Project Manager and an Assistant Project Manager from Annealta, and a Construction / Project Manager II from Pacifica Services. For Fiscal Year 2024-2025, the Principal Project Manager has been programmed for 1,000 hours at $205 per hour, the Assistant Project Manager has been programmed for 1,000 hours at $165 per hour, and the Construction / Project Manager II has been programmed for 1,620 hours at $185 per hour. The three (3) consultant staff who will take on these roles have been interviewed by City Public Works staff and determined to be a good fit for the assignments.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follows City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to Council for approval.

Fiscal Impact

Adequate funding for this project has been adopted in the FY 2024-2025 budget under multiple CIP accounts, which were programmed to include expenditures towards project management staffing, as discussed during the budget process.

The Principal Project Manager and Assistant Project Manager from Annealta will focus on overall CIP program management, street pavement, and water & sewer pipeline replacements and repairs. The $370,000 Annealta task order will be funded with:

- $50,000 from the Public Works Administration and Engineering Professional Services Account No. 101-6010-6011-8170-000 ($170,000 appropriation from the General Fund 101).
- $130,000 from the Street Repairs CIP Project, with $3,886,103 appropriated to CIP Account No. 400-9000-9008-9203-000 ($2,298,445 transfer from the Street Improvement Program Fund 104).
- $120,000 from the Water Main Pipeline Repair & Replacement CIP Project, with $2,000,000 appropriated to CIP Account No. 400-9000-9011-9300-000 ($2,000,000 transfer from the Water Enterprise Fund 500).
- $70,000 from the Sewer System, Repair, Rehabilitaion, & Replacement CIP Project, with $400,000 appropriated to CIP Account No. 400-9000-9006-9408-000 ($400,000 transfer from the Sewer Enterprise Fund 210).

The Construction / Project Manager II from Pacifica Services will focus on CIP project management for the Library and recreational facilities, i.e. Community/Senior Center. The $299,700 Pacifica Services task order will be funded from the following existing CIP project accounts, which have all received transfers from the Facilities & Equipment Replacement Fund 105:

- $18,000 from the Library Northeast Ramp Lighting and Improvements Project, with $73,054 appropriated to CIP Account No. 400-9000-9004-9322-000.
- $25,700 from the Library Security Improvements Project, with $120,698 appropriated to

CIP Account No. 400-9000-9004-9405-000.
- $6,400 from the Library Facility Improvements Projects, with $31,907 appropriated to CIP Account No. 400-9000-9004-9328-000.
- $68,600 from the Library Roof and Waterproofing Improvements Project, with $166,636 appropriated to CIP Account No. 400-9000-9004-9329-000.
- $20,000 from the Citywide Recreation Facilities Key System Project, with $20,000 appropriated to CIP Account No. 400-9000-9001-9273-000.
- $100,000 from the Citywide Facilities Repairs Project, with $329,570 appropriated to CIP Account No. 400-9000-9001-9224-000.
- $55,000 from the Citywide Facilities Assessment / Security Enhancement Project, with $287,160 appropriated to CIP Account No. 400-9000-9001-9404-000.
- $6,000 from the Senior Center Flooring Project, with $60,000 appropriated to CIP Account No. 400-9000-9001-9330-000.

In total, under these task orders, $669,700 from the CIP budget will be encumbered for program and project management services. The fund impacts related to the above project budget distribution is as follows:
- $50,000 from the General Fund 101.
- $130,000 from the Street Improvement Program Fund 104.
- $299,700 from the Facilities & Equipment Replacement Fund 105.
- $70,000 from the Sewer Enterprise Fund 210.
- $120,000 from the Water Enterprise Fund 500.

Key Performance Indicators and Strategic Plan
This item is related to infrastructure replacement and rehabilitation prioritized within the Strategic Plan.

Commission Review and Recommendation
The FY 2024-2025 CIP Program status and project management strategy was discussed with the Public Works Commission at the regular meeting on September 11, 2024.

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

Attachment:
Attachment No. 1 -Proposed Task Order with Annealta Group.pdf
Attachment No. 2- Executed Master On-Call Professional Services Agreement with Annealta Group.pdf
Attachment No. 3- Proposed Task Order with Pacifica Services, Inc..pdf
Attachment No. 4- Executed Master On-Call Professional Services Agreement with Pacifica Services, Inc..pdf

TASK ORDER NO. ANTLAGRP-003

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-107)

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

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **September 28, 2022** by which the Consultant agreed to perform **Program, Project & Grant Management Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

Capital Improvement Program Management Services
Facilitate the development, scheduling, and project delivery of the City's Capital Improvement Program and provide performance and reporting documentation for presentation and public review purposes.

Task 001 – CIP Management:

a. Review the current Capital Improvement Program.
b. Confirm project descriptions, scopes, budgets and delivery schedules.
c. Assist City staff in clarifying/refining scoping, developing, and scheduling projects where needed.
d. Provide performance and reporting documentation for presentation and public review purposes.
e. Attend City Council and Commission meetings for the purpose of providing an update on the City's Capital Improvement Program.
f. Other tasks as assigned by the Director of Public Works

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

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

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

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

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **Three Hundred and Seventy Thousand Dollars ($370,000)**, based on the rates in the Fee Schedule set forth below. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1: Annealta Tasks and Assigned Personnel with Hourly Rates ($ / hr)

Task	Principal (Project Manager) $205	Assistant Project Manager $165	Task Fee
001.a-f	1,000 hrs $ 205,000.00	1,000 hrs $ 165,000.00	**$ 370,000.00**
Total	**$ 205,000.00**	**$ 165,000.00**	**$ 370,000.00**

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
Annealta Group



By:_____
Signature

Printed: Tim D'Zmura

Title: President/CEO

Date: 8/22/24

Attest:

By:_____
Amber Tardif, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

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MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Annealta Group)

1. IDENTIFICATION

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

2. RECITALS

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

- **Public Works and Development Land Use, Subdivision Control Map and Plan**
- **Program, Project & Grant Management Services**
- **Construction Management Services**
- **Inspection Services**
- **Administrative Support Services**

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

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be

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

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.5. "Commencement Date": **September 28, 2022**.

3.6. "Termination Date": **June 30, 2025**.

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT'S DUTIES

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

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

6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

6.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Tim D'Zmura** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

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6.9. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.

6.12. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

6.13. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

6.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall

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

7. SUBCONTRACTING

7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

7.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

7.4. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7.5. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

8. COMPENSATION

8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this

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Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.

8.3. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

8.4. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

8.7. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

8.8. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

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9. PREVAILING WAGES

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

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

11. RELATIONSHIP OF PARTIES

11.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

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

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

11.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to

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be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

12.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

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12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include reference to the scope of work and this Master Agreement.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

• Professional Liability Insurance:	$2,000,000 per occurrence, $2,000,000 aggregate
• General Liability:	
• General Aggregate:	$2,000,000
• Products Comp/Op Aggregate	$2,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$ 100,000

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- Medical Expense (any 1 person) $ 10,000

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

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

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

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

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

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

13.7. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the

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

13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

13.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

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If to City

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

If to Consultant

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

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant

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such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or

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

19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan B6F60368A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 11/8/2022

"Consultant"
Annealta Group

By: _____
Signature

Printed: PAUL TIMOTHY DENNIS

Title: PRESIDENT

Date: 10/3/22

Attest:

By: DocuSigned by: Desiree Jimenez, CMC 0D3565954B8F436...
Desiree Jimenez, CMC, Chief City Clerk

Date: 11/8/2022

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Approved as to form:

By:_____
DocuSigned by:
Andrew Jared
0E98AF29902B451...
Andrew Jared, City Attorney

Date: 11/7/2022

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EXHIBIT A

"*Scope of Services*"

Consultant: Annealta Group

Scope:

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

a. Coordinate the intake and processing of development project plans, specifications, tentative maps, final maps, land use applications, and other development related submittals, and review for completeness.

b. Manage, coordinate, and schedule with City staff, consultants, utilities, and private and public entities to perform required reviews.

c. Review, assess, document, and organize all existing active development projects by location, project type, and project status.

d. Review, check and make recommendations regarding land use applications.

e. Perform review of parcel maps, tract maps, tentative maps, final maps, easements, lot line adjustments, and parcel mergers.

f. Perform review of studies and reports such as sewer, drainage, and Water Quality Management Plans (WQMP) utilizing commonly used software programs and Los Angeles County Hydrology and Local Drainage Manuals.

g. Perform mapping and prepare legal descriptions for right-of-way acquisitions, easements, and vacations.

h. Perform review of engineering quantity estimates and costs, rough and precise grading improvement plans, erosion control, geological and geotechnical reports, storm drain improvement plans, hydrology and hydraulics reports, landscape plans, federally and state mandated reports required under National Pollutant Discharge Elimination System (NPDES) and Air Quality Management District (AQMD) guidelines, utility plans, (including domestic and sanitary sewer improvements), street improvement plans, signing and striping plans, traffic signal plans, and traffic studies and reports.

i. Review tentative maps and other developments and provide recommendations related to engineering and water pollution reduction.

j. Review plans for consistency with other planned developments.

k. Prepare plan check comments in concise and understandable manner.

l. Recommend, draft, and issue conditions of approval and plan reviews for development, including off-site improvements and financial obligations.

m. Application of requirements related to the City's Southwest Monterey Hills Construction Regulations.

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n. Establish bond amounts, determine financial obligations and other development fees within the proper sequence of development reviews;

o. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports, and coordination with developers, engineers, staff, and the general public related to the engineering review of private developments.

p. Assist with development of engineering design standards and guidelines to assist with the plan checking process

q. Prepare Staff reports for City Council, and attend City Council and other city meetings as required.

r. Prepare and update policies and procedures for land development project reviews.

s. Provide public works and development land use, subdivision control, map and plan check services signing and stamping by a registered Professional Civil Engineer in the State of California.

Program, Project, & Grant Management Services

a. Assist City staff in scoping, developing, and scheduling capital projects.

b. Assist City staff in selecting design consultants using the City's quality based selection process.

c. Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.

d. Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.

e. Perform constructability reviews.

f. Coordinate the preparation of final plans specifications, cost estimate and bid package.

g. Attend City Council and Commission meetings.

h. Attend staff and community meetings.

i. Analyze City's needs and prepare short and long-term CIP recommendations.

j. Review and comment on planning programs and land development controls.

k. Recommend regulations and ordinances pertaining to engineering matters.

l. Provide advice and recommendations regarding public works activities.

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m. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.

n. Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.

o. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer.

p. Coordinate with other agencies, the public, and utility companies on engineering matters.

q. Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating in audits, if required.

r. Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications, including but not limited to funding sources from: Federal Emergency Management Agency (FEMA), U.S. Department of Transportation (DOT), Infrastructure for Rebuilding America (INFRA), CA Senate Bill 1 (SB1), Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Active Transportation Program (ATP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Highway Safety Improvement Program (HSIP), Bicycle Transportation Account (BTA), Community Development Block Grant (CDBG), Mobile Source Reduction Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water Distrcit (MWD), and San Gabriel Valley Council of Governments (SGVCOG).

s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City’s goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.

t. Author and submit grant applications, and provide other grant administration and management tasks as required by the City.

u. Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.

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v. Provide consulting services and support associated with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Procedures (LPPs).

w. Provide consulting and advisement services on state and federal prevailing wage regulations and requirements and regulations associated with Equal Employment Opportunity, Affirmative Action, Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Section 3 Programs.

x. Perform Disadvantage Business Enterprise (DBE) calculations and reporting.

Construction Management, Administration, and Monitoring Services

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

b. Provide services from a resident engineer by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects as assigned by the City.

c. Provide complete construction management, construction administration, inspection services and labor compliance for Capital Improvement Program (CIP) projects and private land development projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor's labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.

d. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.

e. Maintain compliance of project records in compliance with the Caltrans manual, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, , and compliance with NPDES and Caltrans encroachment permit requirements, if required

f. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner.

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g. Assist City in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.

h. Review project contract documents and perform constructability reviews.

i. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.

j. Review, negotiate, process and monitor contract change orders with the City's approval. Review extra work invoices.

k. Review and respond to RFIs in a timely manner.

l. Comply with grant requirements for local, state, and federal funded projects.

m. Provide labor compliance monitoring.

n. Provide construction inspection and quality control services.

o. Provide construction material testing and compaction testing.

p. Developing solutions to problems identified in the field with City approval.

q. Maintain all records and meet reporting requirements.

r. Provide community outreach and public outreach services as required.

s. Provide project status and overall condition of construction projects, including cost, budget, and schedule.

t. Identify and issue notice to contractor of safety concerns and violations.

u. Review and approve punch lists.

v. Participate and assist in conducting final inspection, testing and release of facilities.

w. Review and approve record drawings at project completion.

x. Assist in preparation of daily pay estimates in accordance with the inspection daily report, and assist in preparation of contractors monthly pay estimates.

y. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.

z. Other construction management duties as necessary to support City projects in construction.

Inspection Services

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

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b. Review plans and specifications, and provide construction inspection/ observations for development projects related to the public right-of-way.

c. Observe construction of improvements by developers and/or contractors and make recommendations regarding completion and acceptance of the work.

d. Provide construction observations associated with work performed by developers on City streets, medians, slopes, parks, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.

e. Inspect plants and trees and make recommendations on acceptance of the plant materials.

f. Inspect landscape and irrigation improvements for compliance with approved plans.

g. Ensure that materials and completed work comply with plans, specifications, and design criteria.

h. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public and private construction, and certification as a Qualified Stormwater Practitioner (QSP).

i. Inspect and provide recommendations for the installed Best Management Practices (BMP) for water quality.

j. Inspect street and storm drain improvement for compliance with approved plans.

k. Inspect approved work and installed water quality measures.

l. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

Administrative Support Services

a. Provide clerical and secretarial support.

b. Prepare and develop correspondence, reports, memorandums, presentations, and other forms of communication for distribution across various organizations and as directed.

c. Review correspondence for signatures from members of assigned staff. Properly monitor and track correspondence as required. Distribute correspondence to all individuals in accordance with approved guidelines and processes.

d. Review conformance with procedural instructions, grammar, typographical errors, accuracy, and necessary attachments.

e. Plan, coordinate, and organize events for assigned staff.

f. Secure necessary equipment (projector, computer, etc.) to conduct briefings.

g. Operate equipment (projector, computer, etc.) as required.

h. Take attendance at meetings as necessary.

i. Distribute meeting documents as necessary to participants.

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j. Monitor a broad range of communication in order to make scheduling determinations and recommendations to assigned staff.

k. Maintain daily schedule of assigned staff.

l. Have a thorough understanding of the mission, objectives, and organizational structure of the office to which assigned, in order to better interface and facilitate communications with others.

m. Communicate and interface with agencies and contractors to facilitate activities as assigned.

n. Participate in document meetings, conferences, etc.

o. Maintain assigned files and record systems as assigned. Search and retrieve documents from databases and files as requested and provide limited research to assigned staff as necessary. Prepare and coordinate documents for review by the staff and distribute as necessary.

p. Perform all actions required to schedule, coordinate, and setup/connect for video/teleconferencing as required.

q. Order and maintain approved inventory of standard office supplies for assigned staff utilizing approved process and procedures.

r. Assist staff with the completion of time and attendance submissions and maintain records as required.

s. Assist the assigned staff with official travel requirements.

t. Receive telephone calls and visitors. Direct call or visitor to requested staff; redirect caller or visitor to appropriate staff as may be required.

u. Complete routine duplication of documents utilizing provided duplication equipment.

v. Assist in the authorized relocation of assigned staff and/or administrative assistance in setup of workspaces.

w. Prepare, obtain, and coordinate authorization to install, relocate, or remove voice and data lines using approved forms and processes.

x. Coordinate the sending and receiving of mail items as required. Obtain authorizing signature for Overnight Services.

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EXHIBIT B

"Approved Fee Schedule"

STATEMENT OF QUALIFICATIONS FOR
PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

Fee Schedule

ANNEAL TA GROUP
HOURLY RATES FOR PUBLIC WORKS ON-CALL SERVICES
July 1, 2022 to June 30, 2025

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

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

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

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EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
   [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
   [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
   [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than **[MAXIMUM AMOUNT]**, based on the rates in the Approved Fee Schedule in the Master Agreement, and the timing of such payment as stated in the Scope of Task Order.

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

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IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"	"Consultant"
City of South Pasadena	**[COMPANY]**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed: PAUL TIMOTHY DOUGLAS
Title:_____	Title: PRESIDENT
Date:_____	Date: 10/3/22

Attest:

Approved as to form:

By:_____
Andrew Jared, City Attorney

Date:_____

TASK ORDER NO. ERNMCACO-003

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-141)

This Task Order No. **ERNMCACO-003** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and Pacifica Services, Inc. ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **June 12, 2023** by which the Consultant agreed to perform **Program, Project & Grant Management Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

Capital Improvement Program Management Services
Facilitate the development, scheduling, and project delivery of the City's Capital Improvement Program and provide performance and reporting documentation for presentation and public review purposes.

Task 001 – Street Improvement Program Management:

a. Review the current Capital Improvement Program.
b. Confirm project descriptions, scopes, budgets and delivery schedules.
c. Assist City staff in clarifying/refining scoping, developing, and scheduling projects where needed.
d. Provide performance and reporting documentation for presentation and public review purposes.
e. Attend City Council and Commission meetings for the purpose of providing an update on the City's Capital Improvement Program.
f. Other tasks as assigned by the Director of Public Works

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

   Luis Diaz
   Pacifica Services, Inc.
   106 South Mentor Avenue, Suite 200
   Pasadena, CA 91106
   Telephone: 626-405-0131
   Facsimile: 626-405-0059
   Email: ldiaz@pacificaservices.com

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

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

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **Two Hundred and Ninety-Nine Thousand and Seven Hundred Dollars ($299,700)**, based on the rates in the Fee Schedule set forth below. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1: Pacifica Services, Inc. Tasks and Assigned Personnel with Hourly Rates ($ / hr)

Task	**Construction / Project Manager II** **$185**	**Task Fee**
001.a-f	1,620 hrs $ 299,700.00	**$ 299,700.00**
Total	**$ 299,700.00**	**$ 299,700.00**

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"	"Consultant"
City of South Pasadena	**Pacifica Services, Inc.**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed: L. Diaz
Title:_____	Title: Director of Project Operations
Date:_____	Date: September 11, 2024

Attest:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

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MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena/ Pacifica Services, 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 **Pacifica Services, Inc. ("**Consultant").

2. RECITALS

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

- **Program, Project & Grant Management Services**
- **Sustainability, Electrical, Solar, and Energy Design and Assessment Services**
- **Construction Management Services**
- **Inspection Services**
- **Labor Compliance Services**

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

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement

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

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.5. "Commencement Date": **February 27, 2023**.

3.6. "Termination Date": **June 30, 2025**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT'S DUTIES

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

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6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

6.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Luis Diaz** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

6.9. **Unauthorized Delay.** Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

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6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.

6.12. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

6.13. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

6.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

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7. SUBCONTRACTING

7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

7.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

7.4. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7.5. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

8. COMPENSATION

8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

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8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.

8.3. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

8.4. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

8.7. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

8.8. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and

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"maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

11. RELATIONSHIP OF PARTIES

11.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

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

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

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

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12. INDEMNIFICATION

12.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include reference to the scope of work and this Master Agreement.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

• Professional Liability Insurance:	$2,000,000 per occurrence, $2,000,000 aggregate
• General Liability:	
• General Aggregate:	$2,000,000
• Products Comp/Op Aggregate	$2,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$ 100,000
• Medical Expense (any 1 person)	$ 10,000
• Workers' Compensation:	
• Workers' Compensation	Statutory Limits
• EL Each Accident	$1,000,000
• EL Disease - Policy Limit	$1,000,000

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- EL Disease - Each Employee $1,000,000

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

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

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

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

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

13.7. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

13.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City	If to Consultant
H. Ted Gerber	Luis Diaz
City of South Pasadena	Pacifica Services, Inc.
1414 Mission Street	106 South Mentor Avenue, Suite 200
South Pasadena, CA 91030	Pasadena, CA 91106
Telephone: (626) 403-7240	Telephone: 626-405-0131
Facsimile: (626) 403-7241	Facsimile: 626-405-0059

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With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

19. GENERAL PROVISIONS

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

19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making

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of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

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19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

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

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

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

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan B6F80358A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 6/6/2023

"Consultant"
Pacifica Services, Inc.

By: _____
Signature

Printed: Jeffrey Camacho

Title: Chief Operating Officer

Date: 3/07/23

Attest:

By: DocuSigned by: Mark Perez BA951D463FA0445...
Mark Perez, Deputy City Clerk

Date: 6/12/2023

Approved as to form:

By: DocuSigned by: Andrew L. Jared 0E98AF29002B451...
Andrew Jared, City Attorney

Date: 6/6/2023

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EXHIBIT A

"*Scope of Services*"

Consultant: **Pacifica Services, Inc.**

Sub-Consultants: AIX Group; CAL-Storm Compliance; Mariposa Consulting

Scope

Program, Project, & Grant Management Services

a. Assist City staff in scoping, developing, and scheduling capital projects.

b. Assist City staff in selecting design consultants using the City's quality based selection process.

c. Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.

d. Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.

e. Perform constructability reviews.

f. Coordinate the preparation of final plans specifications, cost estimate and bid package.

g. Attend City Council and Commission meetings.

h. Attend staff and community meetings.

i. Analyze City's needs and prepare short and long-term CIP recommendations.

j. Review and comment on planning programs and land development controls.

k. Recommend regulations and ordinances pertaining to engineering matters.

l. Provide advice and recommendations regarding public works activities.

m. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.

n. Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.

o. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer.

p. Coordinate with other agencies, the public, and utility companies on engineering matters.

q. Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating

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in audits, if required.

r. Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications, including but not limited to funding sources from: Federal Emergency Management Agency (FEMA), U.S. Department of Transportation (DOT), Infrastructure for Rebuilding America (INFRA), CA Senate Bill 1 (SB1), Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Active Transportation Program (ATP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Highway Safety Improvement Program (HSIP), Bicycle Transportation Account (BTA), Community Development Block Grant (CDBG), Mobile Source Reduction Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water District (MWD), and San Gabriel Valley Council of Governments (SGVCOG).

s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City's goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.

t. Author and submit grant applications, and provide other grant administration and management tasks as required by the City.

u. Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.

v. Provide consulting services and support associated with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Procedures (LPPs).

w. Provide consulting and advisement services on state and federal prevailing wage regulations and requirements and regulations associated with Equal Employment Opportunity, Affirmative Action, Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Section 3 Programs.

x. Perform Disadvantage Business Enterprise (DBE) calculations and reporting.

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

a. Provide consulting services in energy conservation measures.

b. Provide consulting services on heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement.

c. Provide consulting services on interior and exterior lighting retrofit or

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replacement.

d. Provide consulting services on outside, street, and area lighting retrofit or replacement.

e. Provide consulting services on open standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investments, and enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.

f. Provide consulting services Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology.

g. Provide consulting services building envelope upgrades.

h. Provide consulting services infrastructure improvements that reduce energy and/or reduce operating costs.

i. Provide consulting services on project, design, installation, purchase, and construction financing sources and solutions.

j. Provide consulting services on electrical vehicle (EV) and EV charging solutions, including, but not limited to, use and site assessment, rebate and financial planning, owner agreements, EV purchase and use, EV supply equipment (EVSE) purchase and installation.

k. Provide consulting services on EV charging infrastructure design, equipment selection, installation, construction, operation, maintenance, network infrastructure, equipment applications, mobile applications, payment gateways, administration, power management, energy rate requirements and selection, station management, customer management, site management, driver management, radio-frequency identification (RFID) fob management, access control roles, pricing management, and EV fleet management.

l. Analyze energy interval data, examine load profiles and seasonal variations to identify potential storage capacity and energy values.

m. Analyze potential load impacts from EV charging, and provide recommendations.

n. Develop solar modeling and rendering using a software (e.g. Helioscope), and build energy model to test and evaluate scenarios, pricing, storage amounts, and rate options.

o. Provide site assessment services verifying solar array, meter, and backup battery storage locations, assessing shading construction impacts, switchgear and other solar, electrical and/or battery backup equipment.

p. Provide other training, remote monitoring services, or other related support services.

q. Perform comprehensive investment-grade audits of City facilities and infrastructure, identifying and analyzing all opportunities for water and energy cost savings, including, but not limited to, buildings, parks, water facilities, and

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city-owned streetlights.

r. Perform comprehensive feasibility analyses of distributed generation opportunities for City facilities, including solar photovoltaics (PV) and solar arrays, and any other economically and environmentally viable distributed generation (DG) solutions.

s. Analyze and report on energy efficiency (electricity and natural gas) and water usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments: existing equipment; equipment replacement, repair, or rehabilitation; potential alternative processes; proposed energy and water efficiency and conservation projects; equipment controls; lighting (internal/external for buildings/parks and remaining non-LED street lights); HVAC equipment; well equipment; automation; space utilization and programming; pumps; non-computerized irrigation systems controllers; building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage, and solar potential, alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use.

t. Review historical data of existing energy usage, meet with the facilities' staff, tour the facilities, and identify all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.

u. Prepare reports, present findings and address questions for City and at public meetings.

Construction Management, Administration, and Monitoring Services

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

b. Provide services from a resident engineer by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects as assigned by the City.

c. Provide complete construction management, construction administration, inspection services and labor compliance for Capital Improvement Program (CIP) projects and private land development projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor's labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.

d. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change

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orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.

e. Maintain compliance of project records in compliance with the Caltrans manual, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, , and compliance with NPDES and Caltrans encroachment permit requirements, if required

f. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner.

g. Assist City in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.

h. Review project contract documents and perform constructability reviews.

i. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.

j. Review, negotiate, process and monitor contract change orders with the City's approval. Review extra work invoices.

k. Review and respond to RFIs in a timely manner.

l. Comply with grant requirements for local, state, and federal funded projects.

m. Provide labor compliance monitoring.

n. Provide construction inspection and quality control services.

o. Provide construction material testing and compaction testing.

p. Developing solutions to problems identified in the field with City approval.

q. Maintain all records and meet reporting requirements.

r. Provide community outreach and public outreach services as required.

s. Provide project status and overall condition of construction projects, including cost, budget, and schedule.

t. Identify and issue notice to contractor of safety concerns and violations.

u. Review and approve punch lists.

v. Participate and assist in conducting final inspection, testing and release of facilities.

w. Review and approve record drawings at project completion.

x. Assist in preparation of daily pay estimates in accordance with the inspection

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daily report, and assist in preparation of contractors monthly pay estimates.

y. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.

z. Other construction management duties as necessary to support City projects in construction.

Inspection Services

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

b. Review plans and specifications, and provide construction inspection/ observations for development projects related to the public right-of-way.

c. Observe construction of improvements by developers and/or contractors and make recommendations regarding completion and acceptance of the work.

d. Provide construction observations associated with work performed by developers on City streets, medians, slopes, parks, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.

e. Inspect plants and trees and make recommendations on acceptance of the plant materials.

f. Inspect landscape and irrigation improvements for compliance with approved plans.

g. Ensure that materials and completed work comply with plans, specifications, and design criteria.

h. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public and private construction, and certification as a Qualified Stormwater Practitioner (QSP).

i. Inspect and provide recommendations for the installed Best Management Practices (BMP) for water quality.

j. Inspect street and storm drain improvement for compliance with approved plans.

k. Inspect approved work and installed water quality measures.

l. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

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Labor Compliance Services

a. Conduct meetings with project team members to review and discuss the agreement implementation, project details and schedule, and requirements including but not limited to the specific labor standards and parameters for the project.

b. Review construction contract and bid specifications for compliance with state or federal requirements to ensure that all appropriate forms are included in bid package.

c. Provide contract and labor compliance documents and Federal Prevailing Wage Decision for the construction bid document.

d. Prepare the Request for Construction Bid Document Review, Bid Document Checklist and Matrix Roles and Responsibilities for submission to the Los Angeles County Community Development Commission (LACDC). Submit construction bid document to LACDC prior to advertisement of bid.

e. Implement the Equal Employment Opportunity (EEO) and Section 3 Programs, if necessary.

f. Ensure that the most current Federal Wage Decision is used for the project by verifying the wage decisions and modifications prior to Bid Opening.

g. Report any wage modifications, or other changes in requirements as they are issued. Provide City with revised Wage Decision to bid holders prior to Bid Opening as an Addendum, if necessary, and attend the Bid Opening.

h. Verify contractor and subcontractor eligibility through the Federal System for Award Management, California State Contractors License Board, and California Department of Industrial Relations Public Works Contractor Registration.

i. Review Bid Proposal for contract and labor compliance documents and forms to be completed, signed and submitted by prime contractor.

j. Prepare Notice of Contract Award to the U.S. Department of Labor (DOL) and Agency Report of Contract Award (ARCA) for the LACDC.

k. Notify LACDC of pre-construction meeting at least ten (10) days prior to the meeting.

l. Prepare contract and labor compliance packets including posting requirements to distribute at the pre-construction meeting.

m. Participate in pre-construction conference to provide packets to prime contractor and subcontractors and inform prime contractor of prevailing wage and project reporting requirements.

n. Review Weekly Certified Payroll Reports including Statement of Compliance, Federal Apprenticeship Certifications, and Employee Authorization for Deductions.

o. Provide technical assistance to prime contractor for inquiries regarding Weekly

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Certified Payroll Reports and contract and labor compliance documents.

p. Upon review of the Certified Payroll Reports, notify prime contractor of any labor discrepancies or suspected violations and issue corrective actions in writing, if necessary.

q. Conduct and/or coordinate with City's construction management team/ inspector to perform employee interviews for ten percent (10%) of the workforce and verifying posting requirements at project site.

r. Upon conducting employee interviews, identify violations and investigate complaints of employee underpayments, if necessary.

s. Prepare underpayment report and letter to contractor for all underpayments and corrective action, if necessary. Ensure employee restitution is paid. Prepare and submit the United States Department of Housing and Urban Development (HUD) 5.7 Labor Violations Report to LACDC.

t. Prepare and maintain contract and labor compliance files for LACDC and HUD monitoring.

u. Coordinate and participate in LACDC labor compliance in-progress monitoring of the project.

v. Prepare and submit the Request for Final Project Review and Contractor Project File Review Checklist to LACDC. Prepare Subcontractor Project File Review Checklist, if necessary, and schedule and attend the Final Project Review.

w. Prepare responses to LACDC monitoring letters and/or correspondence.

x. Prepare Contract and Subcontractor Activity Report, Semi-Annual Labor Standards Enforcement Report and other LACDC and HUD reporting documents.

y. Obtain copies of the Progress Payment and Final Payment Waiver and Release of Forms for contract and compliance files, if necessary.

z. Complete the Labor Standards Administration and Enforcement File.

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EXHIBIT B

(*Approved Fee Schedule*)

Staff Member	Role	Hourly Rate
(11) Program Management Staff		
Luis Diaz	Project Administrator	$200
Enrique Castro	Sustainability/Energy Project Manager II	$175
Debra Villegas	Accounting Specialist/Business Analyst	$150
Dora Lorente	ADA/Accessibility Project Manager II	$175
Christopher Kasteiner	Construction/Project Manager II	$175
Julio Benitez	Project Engineer	$135
Ana Cubas	Sub-Consultant (Mariposa Consulting) Grant Specialist	$105
(15) Sustainability Staff		
Peter Yee	Energy Project Manager	$175
Enrique Castro	Sustainability/Energy Project Manager II	$175
(16) Construction Management Staff		
Luis Diaz	Project Administrator	$200
Alex Main	Construction/Project Manager II	$185
James Uriarte	Construction Manager	$175
Nina Guerrero	Project Engineer	$120
Arturo Vivar	Sub-Consultant (AIX Group) Resident Engineer	$205
(17) Inspection Staff		
Sal Torres	Senior Inspector	$200
Juan Abad	Field Inspector	$140
Sal Diaz	Field Inspector	$140
Ken Kristoffersen	Sub-Consultant (CAL-Storm Compliance) SWPPP Inspector	N/A*
(18) Labor Compliance Staff		
Marjorie Gayle	Labor Compliance Officer	$130
Matthew Ibaven	Labor Compliance Analyst	$110
Additional Support Staff		
	Project Manager I	$155
	Project Director	$200
	Design Manager	$165
	Administrative Support	$55
	Accounting	$105

*SWPPP Inspections are not subject to hourly rates. They are billed at $225 per inspection.

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EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
   [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
   [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
   [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached as Exhibit B to the Master Agreement. The total cost of this project is to be no more than **[MAXIMUM AMOUNT]**, based on the rates in the Approved Fee Schedule in the Master Agreement, and the timing of such payment as stated in the Scope of Task Order.

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

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IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City" City of South Pasadena	"Consultant" **[COMPANY]**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

Approved as to form:

By:_____
Andrew Jared, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 10

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Cathy Billings, Library Director

SUBJECT: **CONSIDERATION OF APPROVAL TO DESIGNATE $6,950.00 FROM THE ROMINE TRUST FOR THE PURCHASE AND IMPLEMENTATION OF AN INCIDENT REPORTING AND TRACKING SOFTWARE**

Recommendation

It is recommended that the City Council appropriate $6,950.00 in the Fiscal Year 2024-2025 Library Contract Services (101-8010-8011-8180) budget from the Library's unrestricted Romine Trust account (101-0000-0000-2997- 002) and authorize such funds to be used for licensing and implementing an incident reporting and tracking software, as recommended by the Library Board of Trustees.

Executive Summary

The South Pasadena Public Library seeks approval to use $6,950 from the unrestricted Romine Family Trust to implement Savannah, a specialized incident tracking software by OrangeBoy Inc., to manage and track patron misconduct more effectively. The Library Board of Trustees unanimously recommended this expenditure to replace the current inadequate spreadsheet system, aligning with the Library's 2023-2027 Strategic Plan goals of improving safety, security, and staff efficiency. This software will enhance incident documentation and streamline operations, allowing staff to focus more on core services and improving the overall library experience for the community.

Background

The South Pasadena Public Library has been managing incidents of patron misconduct through a basic spreadsheet system, known as the "Code of Conduct Log," since late 2017. While this tool has served its purpose in tracking incidents, its limitations have become apparent as the volume and complexity of incidents have grown. With 31 staff members overseeing operations during the 58 hours the Library is open each week, the current system is no longer adequate for managing and sharing critical safety-related information. The increasing number of incidents requires a more sophisticated solution to efficiently document, retrieve, and disseminate data among staff.

Library staff spend a significant amount of time dealing with misconduct, which detracts from their primary responsibilities of managing collections, assisting patrons, and planning programs. Recognizing these challenges, the Library Board of Trustees has recommended the use of $6,950 from the Romine Trust to acquire Savannah, an incident reporting and tracking software developed specifically for libraries. Savannah offers a more advanced, customizable

system that will enhance the Library's ability to capture and analyze incidents, track repeat offenders, and automatically share relevant information with staff in real-time.

This recommendation is supported by the authority granted to the Library Board of Trustees under the California State Education Code (EDC) § 18960 and the South Pasadena Municipal Code (SPMC) § 2.78, which empower the Board to manage unrestricted donations for the benefit of the Library. The use of the Romine Trust funds for the Savannah software will allow the Library to continue prioritizing safety while improving overall staff efficiency and patron services.

Analysis
In 2024, the South Pasadena Public Library began exploring ways to enhance safety and security, recognizing the need for a more efficient incident tracking system. The current method, using a basic spreadsheet, has proven inadequate as the number and complexity of incidents have increased. After evaluating potential solutions, staff identified Savannah, an incident reporting and tracking software developed by OrangeBoy Inc., as the most suitable option. Savannah is widely used in libraries, including major systems such as Long Beach Public Library, Glendale Library Arts and Culture, and the LA County Public Library.

Savannah offers a range of features specifically designed to meet the needs of libraries. These include the ability to document incidents through a customizable electronic form, track individual patrons involved in multiple incidents, upload photos and videos, and automate the dissemination of critical information to relevant staff members. It also allows for comprehensive data analysis, enabling staff to identify trends by incident type, location, and time, which can inform future safety strategies.

Implementing Savannah will significantly reduce the administrative burden on staff, who currently spend a substantial amount of time managing misconduct through an inefficient system. By streamlining incident reporting and improving communication, Savannah will allow staff to focus more on their primary duties, such as assisting patrons and managing library services. Additionally, the system will help prevent repeat offenders from slipping through the cracks, ensuring a more proactive approach to managing misconduct.

The cost of implementing Savannah includes $2,250 for customization and configuration and $4,700 for the first-year licensing fee, totaling $6,950. These costs will be covered by unrestricted Romine Trust funds, which will have no impact on the City's General Fund. In future years, the Library will either request additional funds through the City's budget process or continue using donated funds to cover the annual licensing fees.

The use of Romine Trust funds for this purpose aligns with previous expenditures that benefited the Library and the public, such as funding for public art, exterior beautification, and acquiring unique materials. Investing in Savannah will yield long-term benefits by improving staff efficiency and overall public safety.

Alternatives (if applicable)
The alternative to implementing a more capable and efficient tracking tool is to continue logging incidents in a spreadsheet.

Fiscal Impact
The proposed use of $6,950 from the Romine Trust will have no impact on the City's General

Fund. The total amount includes $2,250 for the configuration, customization, and implementation of the Savannah software, and $4,700 for the first-year licensing fee. The current balance of the Romine Trust stands at $27,068, and after this expenditure, $20,118 will remain for future uses.

In subsequent years, the Library will request funding for the software's annual licensing fee through the City's regular budgeting process. Alternatively, the Library Board of Trustees may choose to use additional unrestricted donated funds to cover the costs of the software beyond the first year. This approach ensures that no additional financial burden is placed on the City while allowing the Library to implement a much-needed tool to improve safety and operational efficiency.

Key Performance Indicators and Strategic Plan

Many of the goals in the Library's 2023-2027 Strategic Plan relate to safety and security and tie to the recommendation to designate funds to adopt a tool designed specifically to track incidents. These include increasing workflow efficiencies, addressing short-term and long-term critical and safety-related facility improvements, and retaining staff. The Strategic Plan goals under the Service category are also impacted by the amount of time and effort staff expend on managing misconduct, which takes their time away from regular duties, like managing collections, planning programs, and helping patrons.

Commission Review and Recommendation

At a regular meeting of the Library Board of Trustees on July 11, 2024, the Trustees unanimously approved designating $6,950.00 from the Romine Estate funds to pay for the implementation costs and first year subscription fee for an incident tracking software from the vendor OrangeBoy, Inc.

City Council Agenda Report

ITEM NO. 11

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Tina Lopez, Human Resources and Risk Manager

SUBJECT: **CONSIDERATION OF APPROVAL TO CONSOLIDATE SUBSCRIPTION SERVICES WITH GOVERNMENTJOBS.COM DBA NEOGOV AND IF APPROVED, AUTHORIZE THE CITY MANAGER TO APPROVE AMENDMENTS TO THE SERVICES AGREEMENT WITH NEOGOV**

Recommendation

It is recommended that City Council consider approving the consolidation of subscriptions through GovernmentJobs.com, Inc., dba NEOGOV, and authorize the City Manager to execute all documents necessary, including subsequent amendments to amend the services agreement with NEOGOV.

Executive Summary

The City is seeking approval to consolidate its existing NEOGOV subscription services into a single agreement to streamline management and improve operational efficiency. NEOGOV provides essential platforms that enhance hiring processes, employee management, and training. Currently, the City holds multiple subscriptions acquired through separate purchase orders, resulting in misaligned renewal dates and increased administrative work. By consolidating these services, and the addition of the eForms module, the City will synchronize payment cycles, reduce administrative burdens, enhance digital document management and secure workflow automation, and ensure a more effective use of NEOGOV's comprehensive suite of tools.

Background

The City of South Pasadena has partnered with NEOGOV since 2013, utilizing their Performance Management (Perform) and Applicant Tracking System (ATS Insight) to streamline employee performance evaluations and applicant tracking. These systems were initially procured through individual purchase orders, providing essential digitization of key HR processes.

In 2022, the City expanded its services with NEOGOV by entering into a formal agreement to include additional features, such as OnBoard, Learn, Candidate Text Messaging, Employee Import, and New Hire Export. This amendment included eForms, a new module designed to securely manage employee documents, streamline approval workflows, and safeguard sensitive data through controlled access permission, which was budgeted this fiscal year.

NEOGOV has allowed the City to digitize and simplify employee onboarding, offer accessible employee training options, and integrate employee data with the City's Finance system, further enhancing HR operations.

By consolidating all existing NEOGOV services into a single agreement, the City aims to synchronize subscription renewal dates, reduce administrative overhead, and ensure more effective management of its NEOGOV services.

Alternatives (if applicable)

1. **Do Not Approve the proposed consolidation:** If the City Council chooses not to approve the proposed consolidation of NEOGOV services, the current subscriptions will remain under separate purchase orders. This would result in continued misalignment of renewal dates across services, creating additional administrative burdens and potentially causing delays in service renewals. The lack of a consolidated agreement could limit the City's ability to fully optimize NEOGOV's offerings and create inefficiencies in managing HR operations.
2. **Approve with Modifications:** The City Council may approve the consolidation with modifications to the terms or scope of the agreement. Depending on the nature of the changes, this could delay the consolidation process, potentially reducing the immediate benefits of streamlined service management. Modifications would need to be negotiated with NEOGOV and could impact overall service costs and timelines.

Fiscal Impact

There is no additional cost to consolidate subscription services and no additional funds are required for this contract amendment. The Management Services Department has sufficient funds in 101-2030-2032-8180 (IT - Contract Services) for the existing subscriptions services.

Key Performance Indicators and Strategic Plan

This items aligns with the Management Services Department's Key Performance Indicators and the City's Strategic Plan, which is committed to support and promote the Employee Experience by increasing retention and reducing employee turnover.

Attachment:
NEOGOV eForms Order Form with existing subscriptions for South Pasadena City CA (002).pdf

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Alan Paul

Customer:

South Pasadena, City of (CA)
1414 Mission St.
South Pasadena, CA 91030
USA

Quote Valid From: 9/9/2024
Quote Valid To: 9/30/2024

Quote Number: Q-17866
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 221
Order Summary

24-25 Fiscal Year

eForms effective 10/1 and prorated to match renewals

Service Description	Type	Start Date	End Date	Term Price (USD)
eForms Subscription	RECURRING	10/1/2024	6/30/2025	$8,449.54
eForms Setup	ONE-TIME			$3,960.00
Insight Subscription	RECURRING	7/1/2024	6/30/2025	$7,507.67
Insight Setup	ONE-TIME			$0.00
Onboard Subscription	RECURRING	7/1/2024	6/30/2025	$8,822.57
Onboard Setup	ONE-TIME			$0.00
Perform Subscription	RECURRING	7/1/2024	6/30/2025	$4,909.72
Perform Setup	ONE-TIME			$0.00
Learn Subscription	RECURRING	7/1/2024	6/30/2025	$17,497.71
Learn Setup	ONE-TIME			$0.00
Single Sign On Subscription	RECURRING	7/1/2024	6/30/2025	$1,213.00
Single Sign On Setup	ONE-TIME			$0.00
Employee Import Subscription	RECURRING	7/1/2024	6/30/2025	$3,572.81
Employee Import Setup	ONE-TIME			$0.00
New Hire Export (IN+ON Data) Subscription	RECURRING	7/1/2024	6/30/2025	$1,453.73

Service Description	Type	Start Date	End Date	Term Price (USD)
New Hire Export (IN+ON) Setup	ONE-TIME			$0.00
Candidate Text Messaging Subscription	RECURRING	7/1/2024	6/30/2025	$976.57
			24-25 Fiscal Year TOTAL:	$58,363.32

25-26 Fiscal Year

Service Description	Type	Start Date	End Date	Term Price (USD)
eForms Subscription	RECURRING	7/1/2025	6/30/2026	$11,861.85
Insight Subscription	RECURRING	7/1/2025	6/30/2026	$8,160.54
Onboard Subscription	RECURRING	7/1/2025	6/30/2026	$9,299.36
Perform Subscription	RECURRING	7/1/2025	6/30/2026	$6,405.30
Learn Subscription	RECURRING	7/1/2025	6/30/2026	$18,569.87
Single Sign On Subscription	RECURRING	7/1/2025	6/30/2026	$1,304.38
Employee Import Subscription	RECURRING	7/1/2025	6/30/2026	$3,785.57
New Hire Export (IN+ON Data) Subscription	RECURRING	7/1/2025	6/30/2026	$1,579.50
Candidate Text Messaging Subscription	RECURRING	7/1/2025	6/30/2026	$1,034.29
			25-26 Fiscal Year TOTAL:	$62,000.66

ORDER TOTAL (USD) : $120,363.98

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the “Effective Date”). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

"South Pasadena, City of (CA)"

Signature: _____

Print Name: _____

Date: _____

City Council Agenda Report

ITEM NO. 12

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Brian Solinsky, Police Chief

Davit Ghazaryan, Management Analyst

SUBJECT: **CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF FUNDING FROM THE 2023 URBAN AREA SECURITY INITIATIVE GRANT AWARD IN THE AMOUNT OF $161,118 FOR A MOBILE COMMAND VEHICLE AND UNINTERRUPTED COMMUNICATIONS/OPERATIONS SUPPORT EQUIPMENT AND APPROVE THE SUBAWARD AGREEMENT**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award of $161,118 from the 2023 Urban Area Security Initiative (UASI) to reflect in the Homeland Security Grant revenue account 274-0000-0000-5036; and
2. Approve and authorize the City Manager or designee to execute the UASI 2023 Subaward Agreement and related documents to purchase equipment that supports regional homeland security goals; and
3. Approve an allocation of $161,118 in 270-0000-0000-5036 (Homeland Security Grant revenue account) and an appropriation in the same amount in 270-4010-4015-8520 (Machinery and Equipment).

Background

UASI was founded by the Department of Homeland Security (DHS) after the attacks of September 11, 2011, giving state and local agencies federal grants through the Homeland Security Grant Program (HSGP). Managed by the Federal Emergency Management Agency (FEMA), the UASI program assists in funding densely populated urban areas that are at high risk for acts of terrorism. By means of financial assistance, the UASI program addresses the planning, organization, equipment, and training needs of areas that are targets for such things as cyber threats, threats to soft targets and crowded venues, and threats from domestic violent extremists. The funds provided by UASI aid in protecting, mitigating, response, and recovery to threats or acts of terrorism in these densely populated urban areas.

In April 2024, $161,118 was awarded to the South Pasadena Police Department through the DHS, FEMA FY 2023 UASI Grant Program. Federal assistance has been provided to purchase equipment to support the regional homeland security goal.

Analysis

Of the $161,118 awarded to the Department, $111,118 is slated for a mobile command vehicle. The remaining $50,000 will be used for the purchase of uninterrupted communications/operations support equipment in the event of a critical incident or a natural disaster. The funds will be used to purchase renewable power supplies, including solar generators which can be charged via solar panels and serve as backup in cases of emergency. The Department is also planning to obtain satellite dish hardware with accompanying three-year subscription services in order to have reliable and strong internet connection that won't be affected by natural disasters and other emergencies.

Fiscal Impact
The City of South Pasadena will receive a grant in the amount of $161,118 from the FY 2023 UASI Grant Program. No local matching funds are required for grant funds to be received. The FY 2024/25 budget will increase by $161,118 in 270-0000-0000-5036 (Homeland Security Grant revenue account) and in 270-4010-4015-8520 (Machinery and Equipment).

Commission Review and Recommendation
This item was not reviewed by the Public Safety Commission.

Attachment:
Subrecipient Agreement_City of South Pasadena.pdf



SUBAWARD AGREEMENT

Subrecipient: City of South Pasadena

Title: FY 2023 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

City of Los Angeles Contract Number _____

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EXHIBITS

Exhibit A DHS Standard Conditions

Exhibit B 2023 Standard Assurances for all Cal OES Federal Grant Programs

Exhibit C Financial Management Forms Workbook

Exhibit D Modification Request and Reimbursement Request Forms

Exhibit E CalOES Forms

Exhibit F Grants Management Assessment Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF SOUTH PASADENA

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and The City of South Pasadena ("South Pasadena"), (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR § 200.38, and used in this Agreement) is the Fiscal Year (FY) 2023 Urban Area Security Initiative Grant Program FAIN #EMW-2023-SS-00042, CFDA #97.067, Federal Award Date September 1, 2023, having a period of performance from September 1, 2023 through May 31, 2026 This is not a "Research & Development" award as defined in 2 CFR Sections 200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR Sections 200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR § 200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR Section 200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of $53,932,030.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	**$ 161,118**
Subaward Period of Performance ("Term"):	**September 1, 2023**

to May 31, 2026

Match Requirement: **None**

Subrecipient Identifier: _____

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Brian K. Williams, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: brian.k.williams@lacity.org

Party:	City of South Pasadena
Authorized Representative:	Lt. Shannon Robledo
Authorized Department:	South Pasadena Police Department
Address, Phone, Fax, E-mail:	1422 Mission St. South Pasadena, CA 91030 Email: Srobledo@southpasadenaca.gov
Copy to	Tbrittin@southpasadenaca.gov

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 23-0690, _____).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
c. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2023 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2023 DHS Standard Terms and Conditions ("DHS Standard Conditions") **(Exhibit A),** (3) FEMA Information Bulletins ("IB"), (4) CalOES 2023 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2023 Standard Assurances for CalOES Federal Grant Programs ("CalOES Assurances") **(Exhibit B),** (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http:///www.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward **(Exhibit C).**

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR § 200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.

D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation ("EHP") request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES ***prior*** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.

E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR Section 315 and Section 2.3.P. of this Agreement.

F. Any "equipment" (as such term is defined in 2 CFR § 200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*."

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR Section 200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR Section 200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as **Exhibit D**) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for COVID-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient may be required to provide supporting documentation that certifies a reduction in non-Federal resources that occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Sections 3729 to 3733, which sets forth that no subgrantee, recipient or

subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement, or advance. Subrecipient agrees to be subject to the administrative remedies under 38 U.S.C. Sections 3801 to 3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508, 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR Section 200.214 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.) and its implementing regulations, the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub.L. No. 110-325) and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. Section 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR

Part 40, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act (Pub.L. No. 109-282) and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000 (as amended by 22 U.S.C. § 7104).

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements set forth in California Labor Code Section 3700 et seq.

L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable Only to Federally-Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act (5 U.S.C. § 552) and the California Public Records Act (Gov. Code, § 6250 et seq.) to certain information as more fully set forth in the *California Public Records Act and Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS* section and *Use of DHS Seal, Logo, and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals, logos, and flags.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall comply with the *Conflict of Interest* section, which requires Subrecipient to establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code Sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1) Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of 1990, (3) Terrorist Financing (E.O. 13224), (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections* and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 23 Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See § 2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR Sections 200.205 and 200.338.

X. Subrecipient shall comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA) (Pub.L. No. 115-232) and 2 C.F.R. Section 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200. which prohibit Subrecipient (including their subcontractors) from using federal funds, including FEMA awards, under open or new awards for the telecommunications equipment or services listed in Section 889(f)(2)-(3) of the NDAA.

Y. Subrecipient shall comply with the Build America, Buy America Act (BABAA) enacted as part of the Infrastructure Investment and Jobs Act § 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005 ensuring “the future is made in all of America by all of America’s Workers.” This provision requires that “all of the iron, steel, manufactured products, and construction materials” used in the project are produced in the United States.

Z. Subrecipients shall ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) to prevent, protect against, mitigate, respond to and recover from incidents.

AA. Subrecipient shall comply with the National Cybersecurity Review (NCSR) assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. Additional information may be found in IB 439 and 429a

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR Section 200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR Sections 200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR Section 200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR Section 200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR Section 200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR Section 200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR Section 200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR Section 200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR Section 200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (**Exhibit F**) to evaluate risk and determine grant funding eligibility.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR Section 200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR Section 200.307.

G. Subrecipients may consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines.

H. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR Sections 200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR § 200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR § 200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR § 200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR § 200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment

and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR Section 200.316.

I. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR Sections 200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.
9. Threat Hazard Identification and Risk Assessment requirement is to be submitted every three years also an annual capability assessment will still be required.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR Section 200.326.

J. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR Section 200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance

expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR Sections 200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR Sections 200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR Section 200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR Section 200.331(b).

K. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR Sections 200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR Section 200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR Sections 200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

L. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

M. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR § 200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

N. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR Section 200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR Section 200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR Section 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR Section 200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR Section 200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR Section 200.339. Subrecipient shall have the right to terminate

the Subaward only as set forth in 2 CFR Section 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or scanned signatures (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-two (22) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney By _____ Barak Vaughn, Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES KAREN BASS, Mayor By _____ Karen Bass, Mayor Date _____
ATTEST: HOLLY L. WOLCOTT, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ [Attorney] Date _____	For: City of South Pasadena By _____ Date _____
ATTEST: By _____ Date _____	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #23-0690; Date of Approval: _____
City Contract Number: _____

EXHIBIT A

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

EXHIBIT B

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

Initials _____

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. **Period of Performance**
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—

be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds,

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)

which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

EXHIBIT C

	Line #				Project Information										
National Priority	Project Letter	Item #	Sub-Line #	Mayor's Office ID #	IJ	Jurisdiction	Department	Project Title	Funding Source	Disc	Solution	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	
														$	161,118.00
5.CPR	P	24	199	55	IJ-4	South Pasadena	Police	Uninterrupted Communications/Operations Support Equipment	HSGP-UASI	LE	Equipment	Power		$	50,000.00
	P	25	209	56	IJ-3	South Pasadena	Police	Armored Tactical and Multipurpose Response/Recovery Vehicle	HSGP-UASI	LE	Equipment	Personal Protective Equipment		$	111,118.00

EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the $ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.

REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year

Grant Specialist to complete		Summary and reason for modification request:	Are the modified ledgers attached electronically?		Will the project require approvals?	
Contract Amount	$ -		*Equipment Ledger*		*EHP*	
Revised Amount	$ -		*Training Ledger*		*Sole Source*	
Amendment Y/N?			*Organization Ledger*		*EOC*	
25% Increase	$ -		*Planning Ledger*		*Watercraft*	
Council/14.8 Y/N?			*Exercise Ledger*		*Aircraft*	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
From											$ -		
From											$ -		
From											$ -		
From											$ -		
From											$ -		
										Total:	$ -		

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
										Total:	$ -		

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

EXHIBIT E

California Governor's Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____ Grant Number_____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number_____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____ Aviation Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.

5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by:_____ _____Date: _____

(Name) (Signature)

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____Grant Number_____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number_____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.

5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.

6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.

8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.

9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by:_____ _____Date: _____

(Name) (Signature)

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 1/31/2024

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process***. You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: https://www.fema.gov/environmental-planning-and-historic-preservation-compliance

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@fema.dhs.gov. Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (**Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx**).*

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.

5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.

6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.

7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

   a. Specify the equipment, and the quantity of each: _____

   b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

   c. Complete Section D.

2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

   a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required): _____

   b. Provide the location of the training (physical address or latitude-longitude): _____

   c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No

   - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____
   - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____
   - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____
   - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____
   - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

   d. Would any equipment or structures need to be installed to facilitate training? _____

   - If yes, complete Section D

3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**

4. ☐ **Generator installation.**

a. Provide capacity of the generator (kW): _____

b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____

c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____

d. Complete Section D.

5. ☐ **New construction/addition.**

a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____

b. Provide technical drawings or site plans of the proposed project: ☐ Attached

c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____

b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____

d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____

- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____

e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires

- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____

f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____

g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____

h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

- Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? ☐ Yes ☐ No

- If yes, Describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ☐ Yes ☐ No

- If yes, provide Registration #: _____

- If no, why? _____

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ☐ Yes ☐ No

- If yes, Describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ☐ Yes ☐ No

- If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site: _____

2. ☐ **Age of structure/building at project site**

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nrhp.focus.nps.gov/ ☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. ☐ **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
- Labeled, color aerial photographs of the project site: ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/ structure is more than 45 years old): ☐ Attached

b. Are there technical drawings or site plans available? ☐ Yes ☐ No

- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

c. Was a NEPA document prepared for this project? ☐ Yes ☐ No

- If yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)1 or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.1 Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,1 this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

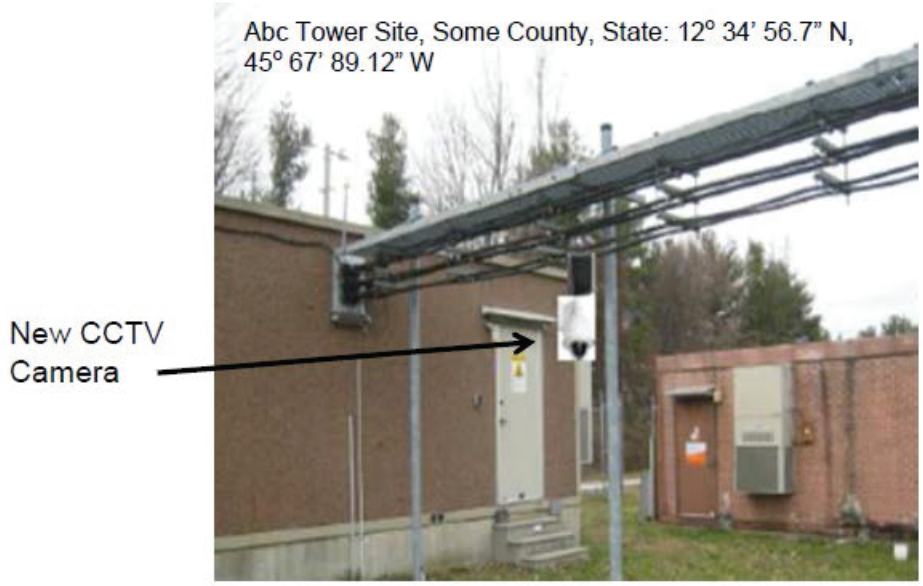


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.



Figure 4. Ground-level photograph showing proposed ground disturbance area.

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

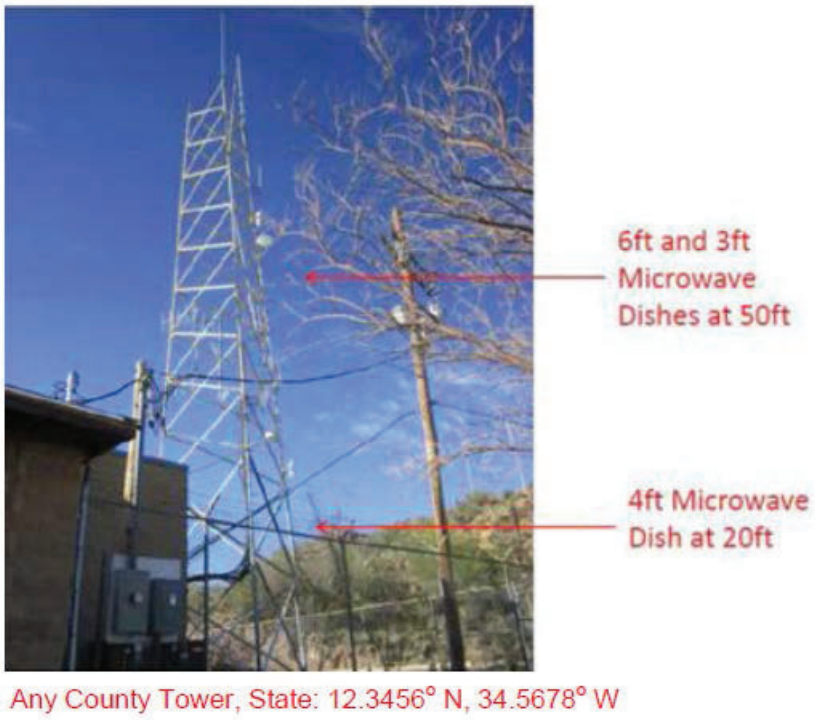


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

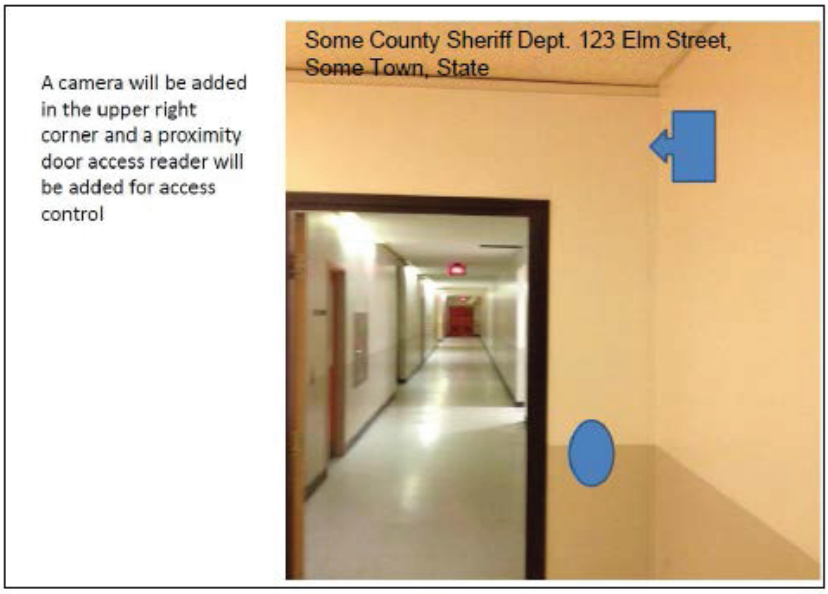


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

Non-Competitive Procurement Request

Information and Instructions

A Non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. Contracts may include goods as well as services, and this definition will also apply to those circumstances (see Subrecipient Handbook (SRH) Section 6.045).

All non-competitive procurements for contracted services or purchased goods greater than $10,000 must be justified and have prior written approval by Cal OES.

Complete this form and include the required narrative justification (as an attachment) addressing each of the elements outlined in SRH Section 6.045. The Grant Subaward Director, or their designee identified on the Grant Subaward Signature Authorization (Cal OES Form 2-103), must sign this form.

This form can be submitted as part of the Grant Subaward Application and/or with a Grant Subaward Modification (Cal OES Form 2-223), if not previously approved as part of the Grant Subaward Application.

Non-Competitive Procurement Request

Grant Subaward #: _____

Subrecipient: _____

Total Procurement Amount: $_____ Procurement: _____

Required narrative justification is attached and meets the requirements of

SRH Section 6.045: YES ☐ NO ☐

I certify a non-competitive procurement is necessary for the contract/procurement identified on this form.

_____	_____	_____
Grant Subaward Director Name	Grant Subaward Director Signature	Date

Cal OES Approval

Narrative response meets the requirements per Subrecipient Handbook Section 6.045.

	Yes	N/A
• Description of the product of service being procured	☐	☐
• Description of why it is necessary to procure the good or service in a non-competitive manner	☐	☐
• Addresses all elements for one or more of the following		
➢ The good or services is available only from one source	☐	☐
➢ Public exigency or emergency for the required equipment will not permit a delay	☐	☐
➢ Competition is determined inadequate after solicitation	☐	☐

☐ Approved ☐ Denied

_____ _____

Program Specialist Signature Date

☐ Approved ☐ Denied

_____ _____

Unit Chief Signature Date

EXHIBIT F

Mayor's Office of Public Safety
City of Los Angeles
Subrecipient Grants Management Assessment

Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year	UASI FY 23					
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	**Scoring**
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	**Scoring**
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	**Scoring**
9. Did the organization receive more than $750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	**Scoring**
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
					Final Score	

Name/Title of Preparer	Signature	Date
Name/Title of Mayor's Office Reviewer #1	Signature	Date
Name/Title of Mayor's Office Reviewer #2	Signature	Date

City Council Agenda Report

ITEM NO. 13

DATE: September 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Brian Solinsky, Police Chief
Shannon Robledo, Police Lieutenant

SUBJECT: **CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $55,000 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM AND APPROVE THE GRANT AGREEMENTT**

Recommendation

It is recommended that the City Council:

1. Accept a grant award in the amount of $55,000 from the California Office of Traffic Safety for the Strategic Traffic Enforcement Program into Revenue Account 101-0000-0000-5073-001 and approve the Grant Agreement; and,
2. Appropriate $47,500 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and $7,500 into 101-4010-4011-8022 OTS Grant Expenses; and,
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

Background

In January 2024, the South Pasadena Police Department applied for and received a Strategic Traffic Enforcement Program (STEP) grant award from the California Office of Traffic Safety in the amount of $55,000 to provide additional traffic safety efforts to the City at no net cost. The STEP grant would provide funding for an array of best practice strategies to impact traffic safety including training, community education, and strategic enforcement to promote bicycle, pedestrian, and motorist safety for all ages. In order to access funding, the South Pasadena Police Department was required to submit an application and proposed scope of work outlining the anticipated activities, approach, and budget. The fiscal year for the grant award is from October 1, 2024 through September 30, 2025.

Analysis

The California Office of Traffic Safety's STEP grant funding is specifically directed toward law enforcement traffic safety operations. Safe movement through cities is an ongoing high priority at both the state and local levels, particularly as South Pasadena has experienced a substantial impact as a result of increased local traffic. Following the construction of the Gold Line and several Safe Routes to School initiatives, there has been a significant increase in the number of community members and visitors opting to use bicycles and trains in lieu of vehicular travel. This grant award would support and enhance the South Pasadena Police Department's efforts to promote safe movement throughout the City. The STEP grant program

would be implemented and administered by the South Pasadena Police Department in three phases:

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

Additionally, the grant funding would support two DUI checkpoints, nine DUI saturation patrols, and two presentations regarding traffic safety, along with other traffic enforcement efforts. Campaigns include participation in the National Highway Traffic Safety Administration Summer and Winter Mobilization to effectively address DUI drivers; participation in the annual National Distracted Driving Awareness Month in April 2025; and participation in the annual Click It or Ticket mobilization period in May 2025. With this grant, the goal is to utilize education and enforcement strategies to provide enhanced roadway safety for residents and visitors to the City of South Pasadena while ultimately reducing the number of persons killed or injured in all categories of traffic collisions.

Fiscal Impact
The City of South Pasadena will receive an award in the amount of $55,000 from the Office of Traffic Safety for the Strategic Traffic Enforcement Program. No local matching funds are required. Staff is requesting an appropriation of $47,500 into 101-4010-4011-7050-000 Overtime – DUI Checkpoint and $7,500 into 101-4010-4011-8022 OTS Grant Expenses, and an increase of $55,000 in revenue account 101-0000-0000-5073-001.

Commission Review and Recommendation
This matter was not reviewed by a Commission.

Attachment:
South_Pasadena_-_PT25229_-_final_grant_agreement.pdf

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT25229

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
South Pasadena

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
South Pasadena Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $55,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Tanya Brittin
TITLE: Police Clerk II
EMAIL: tbrittin@southpasadenaca.gov
PHONE: (626) 403-7291
ADDRESS: 1422 Mission Street
South Pasadena, CA 91030

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Brian Solinsky
TITLE: Chief of Police
EMAIL: bsolinsky@southpasadenaca.gov
PHONE: (626) 403-7273
ADDRESS: 1422 Mission Street
South Pasadena, CA 91030

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: William Castrillon
TITLE: Budget and Purchasing Manager
EMAIL: wcastrillon@southpasadenaca.gov
PHONE: (626) 403-7255
ADDRESS: 1414 Mission Street
South Pasadena, CA 91030

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: WB8MAY5ZZTK4 REGISTERED ADDRESS: 1414 Mission Street CITY: South Pasadena ZIP+4: 91030-3214

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	$5,382.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	$6,459.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	$19,618.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	$23,541.00
				AGREEMENT TOTAL		**$55,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$55,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$55,000.00**

1. PROBLEM STATEMENT

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

Though there are minor fluctuations in the volume of reported incidents between 2016-2023, there is a persistent trend that indicates that traffic-related incidents continue to pose a significant issue within the City. The number of non-injury crashes, DUI arrests, and citations issued shows that traffic enforcement, along with education and engineering need to be continuously addressed. In 2021, officers issued 2,833 citations and made 33 DUI arrests. Full citation and DUI arrest numbers for 2022 are unavailable due to an upgrade in the CAD/RMS system. In 2023, officers issued 2,503 citations and made 94 DUI arrests.

Between 2021-2022, there was an average of one fatal traffic crash a year and one pedestrian killed. In 2022, there was one fatal crash between a vehicle and a pedestrian and one person killed in a traffic crash. In 2023 there was two fatal crashes with 1 of those involving impaired driving. In that same year there were 75 injury crashes. As of 2023, speed is our number one primary crash factor with 80 persons injured in 107 crashes. Checkpoints are historically conducted when staffing permits, and staffing shortages have become all too common in law enforcement. The South Pasadena Police Department intends to educate commuters through enforcement within the geographic areas and time frames shown to have the highest volume of reported incidents. By focusing on these areas, the City hopes to reduce injury crashes and increase driver safety awareness. In 2022, The South Pasadena Police Department handled 24,501 calls for service. Our average staffing levels at the time consisted of three patrol officers and one supervisor.

2. PERFORMANCE MEASURES

A. Goals:

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

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1

2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	9
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
10. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
11. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
12. Participate in highly visible collaborative Traffic Enforcement operations.	3

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements:</u>

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

deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

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

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

Media Requirements

The following requirements are for all grant-related activities:

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

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

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

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

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

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

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$6,500.00	2	$13,000.00
DUI Saturation Patrols	164AL-25	$1,500.00	9	$13,500.00
Traffic Enforcement	402PT-25	$1,350.00	8	$10,800.00
Distracted Driving	402PT-25	$1,200.00	2	$2,400.00
Pedestrian and Bicycle Enforcement	402PT-25	$1,200.00	3	$3,600.00
Collaborative Traffic Enforcement	402PT-25	$1,200.00	3	$3,600.00
Traffic Safety Educational Presentations	402PT-25	$300.00	2	$600.00
Category Sub-Total				$47,500.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$4,000.00	1	$4,000.00
				$0.00
Category Sub-Total				$4,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$3,500.00	1	$3,500.00
Category Sub-Total				$3,500.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$55,000.00**

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

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

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

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

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

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

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

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

GENERAL ASSURANCES

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

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

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

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

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

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

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

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

The Subgrantee will provide a drug-free workplace by:

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

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

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

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

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

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

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

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

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

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

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

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

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

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

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

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

BUY AMERICA
(applies to subrecipients as well as States)

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

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

GENERAL REQUIREMENTS

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

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.